

Dated _____ **20[]**

**THE CITY OF LONDON LAW SOCIETY
LAND LAW COMMITTEE
CERTIFICATE OF TITLE
(Eighth Edition 2022)**

Property:

Transaction:

CONTENTS

Clause	Page
1. RELIANCE ON THIS CERTIFICATE	1
2. CERTIFICATION	2
3. CONFIRMATION OF STATEMENTS	4
4. FORM OF CERTIFICATE	6
5. STATUS OF SCHEDULES	6
SCHEDULE 1	7
Definitions, interpretation, assumptions, qualifications, third party rights and jurisdiction.....	7
SCHEDULE 2	12
Property Details	12
SCHEDULE 3	13
Matters affecting the Property	13
SCHEDULE 4	23
The Lease.....	23
Part 1 Details of the Lease under which the Property is held	23
Part 2 Statements	24
SCHEDULE 5	32
The Letting Documents	32
Part 1 [First Standard Letting Document [Unit []]]	32
Part 2 Statements	34
Schedule 5 - Supplement.....	50
SCHEDULE 6.....	52
Searches and enquiries.....	52

**THE CITY OF LONDON LAW SOCIETY
LAND LAW COMMITTEE
CERTIFICATE OF TITLE
(Eighth Edition 2022)**

To: *[Insert name and address of each addressee e.g. **the Chargee, the Banks/Finance Parties/other party**] ("Addressees" and in this Certificate "you" and Addressees have the same meaning).*

[Insert short address or description of the Property]

1. RELIANCE ON THIS CERTIFICATE

- 1.1 This Certificate is addressed to and is intended solely for the benefit of the Addressees for the purpose of the Transaction. It may not be relied on by any other person or used for any other purpose.
- 1.2 The giving of this Certificate does not create any retainer with the Addressees.
- 1.3 This Certificate may be disclosed to a third party but it cannot be relied on by that party.
- 1.4 Only an Addressee may bring a claim under this Certificate (whether as principal or agent).
- 1.5 If a claim would properly lie against any other party involved in the Transaction or this Certificate's preparation or approval, and that party has limited or excluded its liability in respect of such claim, then our liability will not be increased by that limitation or exclusion and will be calculated as if there were no such limitation or exclusion.
- 1.6 Where the Addressees constitute more than one person, the Addressees acknowledge that our aggregate liability to all the Addressees is no greater than the liability we would have had if the Addressees were a single person.
- 1.7 We acknowledge that you are entitled to rely on the statements contained in this Certificate even if any document or matter contained or referred to in a statement:
- 1.7.1 is in the public domain; or
 - 1.7.2 has been disclosed by or on behalf of the Company to the Valuers; or
 - 1.7.3 is contained in any specialist report made available by or on behalf of the Company to you or your professional team; or
 - 1.7.4 is contained or referred to in any data room to which you or your professional team have access or has otherwise been provided to you or your professional team.

- 1.8 You agree that no individual member, partner, shareholder, consultant or employee of this firm owes you any personal duty of care and that you will not bring any claim whether in contract, tort, under statute or otherwise against any such individual, but such agreement is not intended to relieve this firm, whether it is a partnership or otherwise, from any duty of care or liability in relation to the giving of this Certificate.
- 1.9 The total aggregate liability of this firm, its members, partners, shareholders, consultants and/or employees for any damage, loss, cost, claim or expense arising out of, or in connection with this Certificate [and all other certificates of title issued by this firm in connection with the Transaction], whether such liability arises in contract, tort, negligence or as a result of a claim for misrepresentation or breach of statutory duty or otherwise, shall not exceed the total sum of £[]. *[NB The cap is a matter of negotiation which may be linked to the value of the deal, property or loan, but there are no absolutes here and the particular circumstances will dictate what is agreed. For example, if the property is of a high value, the parties will need to agree a sensible cap, which may be lower than the value of the loan or property. The certifying firm should check its internal procedures as to its policy on and level of cap on liability]*
- 1.10 Any legal proceedings arising from or in connection with this Certificate must be formally commenced not later than [6] years after the date of this Certificate.
- 1.11 Any liability for fraud or dishonesty shall not be excluded or limited to the extent that it cannot by law be so excluded or limited.

2. **CERTIFICATION**

On the basis of and insofar as the same is discoverable from our investigations mentioned in this Certificate, we certify that:

2.1 **Title**

2.1.1 We have investigated the title of the Company to the Property in the knowledge that you are relying on this Certificate for the purpose of the Transaction.

2.1.2 We have:

(a) examined and considered:

(i) the documents of title; and

(ii) other documents and papers;

relating to the Property produced to or obtained by us; and

(b) undertaken those of the searches and enquiries referred to in Schedule 6 which we consider appropriate or necessary in the circumstances of the

Transaction and having regard to the location and nature of the Property and considered the results of the searches and replies to the enquiries;

and this Certificate is given solely on the basis of:

- (i) that examination and consideration and the results of those searches and enquiries; and
- (ii) material provided to us by the Company;

which, so far as we are aware, is the documentation and information which we need in order to give this Certificate.

2.1.3 Subject to any Disclosures:

- (a) in our opinion, [subject to due registration at HM Land Registry of the transfer of the Property from the Seller to the Company,] the Company has a good and marketable title to the Property and is solely legally and beneficially entitled to the Property [and] [[neither we nor the Company know of any reason why the Company should not be registered as proprietor of the Property with absolute title] [or the Chargee as registered proprietor of the Charge]] [neither we nor the Company know of any reason why the Chargee should not be registered as registered proprietor of the Charge];
- (b) the details of the Property set out in Schedule 2 Part 1 are complete and accurate in all respects;
- (c) if the Company holds the Property under the terms of a lease, the terms of the lease are fairly and accurately summarised in Schedule 4 Part 1 and the statements set out in Schedule 4 Part 2 are true and accurate in all respects;
- (d) no consents are required from any third parties before the Property can be [transferred to the Company] [and] [effectively charged to the Chargee by way of legal mortgage or fixed charge] and any consents referred to in a Disclosure have been obtained and are not subject to onerous or unusual conditions;
- (e) if the Property is freehold, the Property is not registered as a freehold estate in commonhold under Part I of the Commonhold and Leasehold Reform Act 2002;
- (f) if the title to the Property is registered at HM Land Registry, the quality of the title is that specified in Schedule 2; and
- (g) if the title to the Property is not registered at HM Land Registry, then:

- (i) where the Property is freehold, it commences with a good root of title at least 15 years old; or
- (ii) where the Property is leasehold, it commences with the Lease and has a good root of title at least 15 years old.

2.2 Matters affecting the Property

Subject to any Disclosures:

- 2.2.1 the statements set out in Schedule 3 are true and accurate in all respects; and
- 2.2.2 there are no other matters disclosed by our investigations referred to in this Certificate which, in our opinion, should be brought to your attention.

2.3 Letting Documents

The Letting Documents are fairly and accurately summarised in Schedule 5 Part 1 and, save as stated in any Disclosures, the statements set out in Schedule 5 Part 2 are true and accurate in all respects.

2.4 Searches and enquiries

Except as stated in any Disclosures and subject to any general and usual caveats or disclaimers on results of searches or replies to enquiries undertaken, the results of such searches and enquiries do not disclose matters which, in our opinion, should be brought to your attention.

3. CONFIRMATION OF STATEMENTS

- 3.1 Where this Certificate states that the Company has “told us” or “confirmed” something (or uses words with similar meaning) (“provided information”), the Company has provided information to us in writing.
- 3.2 A copy of the final draft of this Certificate has been sent to the Company. The Company has confirmed to us within the five working days before the date of this Certificate that to the best of its knowledge, information and belief the information contained in this Certificate is complete and accurate in all respects.
- 3.3 [[The Company is purchasing the Property from the Seller] [The shares in the Company that owns the Property are being purchased from the Seller] as part of completion of the Transaction. That being the case:
 - 3.3.1 The Company’s knowledge of the Property and related documents and information have been acquired through:
 - (a) the investigations of the Property as part of that purchase including the searches and enquiries referred to in Schedule 6;

- (b) the replies given by the Seller's solicitors to Commercial Property Standard Enquires – CPSE1 and such other documents in the CPSE suite and/or such other enquiries as are appropriate for the particular purchase;
- (c) the replies given by the Seller's solicitors to any additional enquiries raised by us to enable us to provide this Certificate;
- (d) other material provided by the Seller or the Seller's solicitors and other advisers or agents of the Seller;
- (e) the Company's own knowledge of the Property;
- (f) information provided by any other parties as mentioned in the Disclosures; and
- (g) an inspection of the Property by the Company not more than 20 working days before the date of this Certificate. **[Add in Notes to users that a disclosure is required if the Company's agent / representative / surveyor makes the actual inspection for example because the Company is based overseas]**

3.3.2 Whenever this Certificate refers to the Company's knowledge, information and belief or this Certificate states that the Company has provided information (as defined in clause 3.1), it is the case that the Seller or the Seller's solicitors and its other advisers or agents are the primary source.

3.3.3 References in this Certificate to notices given or received by the Company, or to any actions taken by the Company or expected by the Company, include references to the Company's knowledge of notices given or received by the Seller, actions taken by the Seller or expected by the Seller, as the case may be.

3.3.4 The Seller has confirmed to us in writing that it has provided us with copies of all documents relating to the Property of which it has knowledge, together with such other information in its possession as is material.

3.3.5 Where information has been provided to us by the Seller, our investigations have given us no reason to doubt the accuracy of that information, but we do not accept responsibility for it.

3.3.6 Where the replies given by the Seller's solicitors to our enquiries or other information provided by the Seller or the Seller's solicitors are, in our opinion, inadequate, we have disclosed such inadequacy in the relevant part of the Certificate.]

4. **FORM OF CERTIFICATE**

Subject to any Disclosures referred to in the box below clause 5, this Certificate is in the form of the City of London Law Society Land Law Committee Certificate of Title (Eighth Edition).

5. STATUS OF SCHEDULES

The Schedules form part of this Certificate.

Disclosures

All Disclosures made to the Schedules to this Certificate.

[Here make any Disclosures in respect of the main body of and Schedule 1 to this Certificate e.g. any consents referred to in clause 2.1.3(d) or clause 3]

[Note: it is recommended that all Disclosures are made in italic script and are contained in boxes as indicated in this Certificate]

[The contents of the [Planning Report][and the][Construction Report] which form[s] part of this Certificate.]¹

[Construction Report means the report on construction matters affecting the Property issued to the Addressees by us [today] and which is attached to this Certificate as Annexure [].]

[Planning Report means the report on planning matters affecting the Property issued to the Addressees by us [today] and which is attached to this Certificate as Annexure [].]

[[Construction] [and] [Planning] matters are beyond the scope of this Certificate and the Addressees should rely on the separate [construction][planning] report(s) provided by [] and dated [].]²

¹ Only use this wording if the firm that provides this Certificate also provides the relevant report.

² Use this wording if there is a separate construction or planning report that is not prepared by the firm that provides this Certificate.

which burdens the Property (but not including any granted to a tenant under the terms of any Letting Document);

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

Letting Document means:

- (i) any lease, underlease or tenancy; or
- (ii) any licence or other agreement or arrangement giving rise to rights of occupation and enjoyment which binds the Property, or in respect of which the Company has covenanted to comply either generally or by way of indemnity;

(in each case as amended or supplemented);

and including any tenancy which is being continued after the contractual expiry date under the Landlord and Tenant Act 1954 or otherwise;

[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;]

Premises means the premises demised by any Lease or Letting Document as the case may be;

Property means the property described in Schedule 2 Part 1, the [address] [a brief description] of which is given at the start of this Certificate;

[Seller means [];]

Town and Country Planning Legislation means any statute relating to town and country planning, which is in force at the date of this Certificate;

Transaction means [];

1954 Act means the Landlord and Tenant Act 1954; and

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

1.2 unless the context otherwise requires, any reference to the Property or the Premises includes each and every part of it or them and all buildings and structures on it or them.

1.3 any reference, express or implied, to a statute includes references to:

1.3.1 that statute as amended, extended or applied by or under any other statute or subordinate legislation at the date of this Certificate;

1.3.2 any statute at the date of this Certificate which re-enacts that statute (with or without modification); and

- 1.3.3 any subordinate legislation made at the date of this Certificate under that statute, as amended, extended or applied as described in paragraph 1.3.1 or under any statute referred to in paragraph 1.3.2.
- 1.4 the expressions “authorised guarantee agreement”, “excluded assignment”, “fixed charge”, “new tenancy”, “overriding lease”, “tenant covenant”, “former tenant”, “guarantor” and “landlord covenant” shall have the meanings given to them in the 1995 Act.
- 1.5 the expression “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.
- 1.6 in Schedule 5 “rent” includes licence fee, “tenancy” includes licence, “tenant” includes licensee and “to let” includes “to license”.
- 1.7 the headings do not affect its interpretation.
- 1.8 unless the context otherwise requires, the singular includes the plural and vice versa.
- 1.9 any Disclosure in relation to any particular clause or paragraph is to be treated as being disclosed in relation to any other relevant clause or paragraph.

2. **ASSUMPTIONS**

- 2.1 We have assumed that all documents relating to the Property have been validly executed and delivered by the parties to them and that such documents are within the capacity and powers of, and have been validly authorised by, each party. There is nothing on the face of those documents which we have seen which indicates otherwise.
- 2.2 We have assumed, and the Company has confirmed to us in writing, that:
 - 2.2.1 the Company has provided us with all documents of title relating to the Property of which it has knowledge together with any other information in its possession as is material for the purpose of giving this Certificate; and
 - 2.2.2 each copy document produced to us is a true copy of the original.

3. **QUALIFICATIONS**

- 3.1 We have not inspected the Property nor have we made any enquiries of the occupiers of the Property (other than [the Seller and] the Company) nor, where the Property is leasehold, have we made any enquiries of any landlord or superior landlord.
- 3.2 We give no opinion as to the capital or rental value of the Property.
- 3.3 Except as disclosed by the results of the searches listed in Schedule 6, this Certificate does not consider:

3.3.1 any environmental or flood assessments, audits, surveys or other reports on the environmental condition of the Property; or

3.3.2 other technical reports or surveys relating to the Property's condition;

and the recipient of this Certificate should consider what investigations it wishes to make in relation to those matters.

3.4 Where information has been provided to us by the Company, our investigations have given us no reason to doubt the accuracy of that information but we do not accept responsibility for it.

3.5 Whilst we express no opinion on whether any transaction affecting the Company's title to the Property may have been at an undervalue or otherwise liable to be set aside under the provisions of the Insolvency Act 1986, the Company has told us that it is not aware of any circumstances which could render any such transaction liable to be set aside under the provisions of that Act.

3.6 We have not investigated whether there is an intention that the terms of any relevant document should be enforceable by third parties. Save as stated in any Disclosures, none of the documents relating to the Property expressly provides that a third party can enforce any of its terms in accordance with the Contracts (Rights of Third Parties) Act 1999.

3.7 We have not investigated and express no opinion on whether the National Security and Investment Act 2021 applies to any transaction.

3.8 We have not investigated whether any consents which may have been required under any mortgages or other documents which are no longer subsisting were obtained.

3.9 Except to the extent of any Disclosure against paragraph 9 of Schedule 3 we have not investigated what insurance may be in force (or the particular details of any policy) in respect of the Property.

3.10 We have not considered:

3.10.1 whether any right including a right to light or a right to air is in the process of being acquired through prescription; nor

3.10.2 whether any right including a right to light or a right to air has been acquired through prescription, except where a right is set out in Schedule 2 Part 2 as having been acquired through prescription.

3.11 We have not checked whether any Benefit referred to in paragraph 4 of Schedule 3 has been properly protected (in order to bind all other persons) by:

3.11.1 registration or notice on the title to any registered land; or

3.11.2 a caution against first registration or land charge in respect of any unregistered land.

4. **THIRD PARTY RIGHTS**

Nothing in this Certificate confers on any third party any rights arising pursuant to the Contract (Rights of Third Parties) Act 1999.

5. **JURISDICTION**

This Certificate is limited to the law of England and Wales as applied by the English and Welsh courts as at the date of this Certificate and is given on the basis that it and any rights or obligations arising out of or in connection with its subject matter will be governed by and construed in accordance with the law of England and Wales. Any dispute which may arise under or in connection with this Certificate or its subject matter shall be irrevocably submitted to the exclusive jurisdiction of the English and Welsh courts.

SCHEDULE 2

Property Details

Part 1

The Property

Brief description: Land [and buildings] known as [] shown edged red on the attached plan.

Tenure: freehold/leasehold

If registered:

Registered title number:

Name of registered proprietor:

Quality of title for registration at HM Land Registry: absolute/good leasehold/possessory/qualified

Details of restrictions in Proprietorship Register:

If the registered proprietor is an overseas entity as defined in section 2 of the Economic Crime (Transparency and Enforcement) Act 2022 (“ECTEA”), is the entity registered in the register of overseas entities established under section 3 of ECTEA? [Yes/No]

If so, include the overseas entity ID for the entity and the date of registration in the register:
Overseas entity ID []; Date of registration []

If the Company (if different from the registered proprietor) is an overseas entity as defined in section 2 of ECTEA, is the entity registered in the register of overseas entities established under section 3 of ECTEA? [Yes/No]

If so, include the overseas entity ID for the entity and the date of registration in the register:
Overseas entity ID []; Date of registration []

If unregistered:

Root of title:

Name of legal owner of the unregistered property:

If the legal owner is an overseas entity as defined in section 2 of the Economic Crime (Transparency and Enforcement) Act 2022 (“ECTEA”), is the entity registered in the register of overseas entities established under section 3 of ECTEA? [Yes/No]

If so, include the overseas entity ID for the entity and the date of registration in the register:
Overseas entity ID []; Date of registration []

If the Company (if different from the legal owner) is an overseas entity as defined in section 2 of ECTEA, is the entity registered in the register of overseas entities established under section 3 of ECTEA? [Yes/No]

If so, include the overseas entity ID for the entity and the date of registration in the register:
Overseas entity ID []; Date of registration []

Part 2

Benefits

[The rights granted to the tenant specified in Part 1A of Schedule 4.]

Part 3

Incumbrances

[The rights reserved to the landlord specified in Part 1A of Schedule 4.]

Part 4

Existing Use

The Company has confirmed that the Existing Use of the Property is [].

SCHEDULE 3

Matters affecting the Property

TITLE

1. **Title documents, land transaction taxes and value added tax**
 - 1.1 The documents of title referred to in clause 2.1.2(a) consist of original documents or properly examined abstracts, which include official copies, documents filed at HM Land Registry and certified copies.
 - 1.2 Where at the date of this Certificate the title to the Property is not registered at HM Land Registry or any relevant document of title referred to in clause 2.1.2(a) is not registered at HM Land Registry, either:
 - 1.2.1 we have seen a related certificate from HM Revenue & Customs or the Welsh Revenue Authority as applicable evidencing submission of a land transaction return for the purposes of stamp duty land tax or land transaction tax as the case may be in relation to all circumstances in respect of which a land transaction return is required to be made; or
 - 1.2.2 where necessary, such title document is fully stamped with ad valorem stamp duty and a particulars delivered stamp.
 - 1.3 The Company has told us that no further land transaction return or payment in relation to stamp duty land tax or land transaction tax is required in respect of any transaction involving the Property, which has an effective date prior to the date of this Certificate and there is nothing on the face of the documents to suggest otherwise.
 - 1.4 The Company has told us that:
 - 1.4.1 a valid option to tax has been exercised by the Company or a body corporate in relation to which the Company is either a relevant associate or a relevant group member over the whole Property;
 - 1.4.2 notice of such option was given to HM Revenue & Customs; and
 - 1.4.3 such option has not been, or been deemed to be, disapplied or revoked so that value added tax is due in respect of any supply of the Property by it.
 - 1.5 We have been provided with a copy of the option to tax referred to in paragraph 1.4.1.

Disclosures

2. **Unregistered land**

Where title to the Property is not registered at HM Land Registry:

- 2.1 there is no caution registered against first registration and no event has occurred in consequence of which registration of title should have been effected.
- 2.2 clear Land Charges Act searches against every estate owner who was a party to any transaction, or concerned in any event, comprised in the relevant title are held with the title deeds.

Disclosures

3. **Access**

- 3.1 The Company has told us the location of each point where access is gained to the Property and that, so far as the Company is aware, there has been no challenge or objection to accessing the Property via each such point.
- 3.2 We have reviewed the title plan for the Property and a plan from the relevant Highways Authority showing the boundaries of publicly maintainable highways and we have where appropriate consulted the Company and on that basis we confirm that the Property appears to abut a roadway maintainable at public expense at each point where access is gained or to have the benefit of all necessary rights of way to and from such a roadway.

Disclosures

4. **Benefits**

- 4.1 There are appurtenant to the Property the Benefits of a material nature set out in Schedule 2 Part 2. The Company has told us that, so far as it is aware, those Benefits are the only Benefits necessary for the use and enjoyment of the Property for the Existing Use or (if no Benefits are so set out) that none are required.
- 4.2 Such Benefits are enjoyed freely without interruption and without payment or restriction as to hours of use or otherwise and are held for the same estate or interest as the Company's estate or interest in the Property. None of those Benefits is enjoyed on terms entitling any person to terminate or curtail it.

Disclosures

5. **Incumbrances**

- 5.1 The only Incumbrances of a material nature to which the Property is subject are disclosed in Schedule 2 Part 3. The Company has told us that it has not received notice of any breach

of and is not aware of any breach of those Incumbrances and that those Incumbrances do not materially adversely affect the Existing Use.

5.2 Where any such Incumbrance requires protection (in order to bind the Property) by:

5.2.1 registration or notice on the title to the Property (where registered); or

5.2.2 a caution against first registration or land charge in respect of the Property (where unregistered)

such protection has been properly effected.

5.3 The Company has told us that it is not aware that any person is in the process of acquiring an Incumbrance over the Property through prescription other than rights to light or rights to air.

Disclosures

6. **Charges**

There are no mortgages, charges or liens (whether legal or equitable, specific or floating) affecting the Property.

Disclosures

7. **Agreements**

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.

7.2 There are no obligations binding on the Property or on the Company in relation to the Property to make future payments in respect of overage, clawback, deferred consideration or other payments of a similar nature.

Disclosures

8. **Adverse rights**

8.1 The Company has told us that it is or is entitled to be in actual occupation on an exclusive basis of those parts of the Property as are not the subject of the Letting Documents and that, except by virtue of the Letting Documents, no person, other than the Company, has any right (actual or contingent) to possession, occupation or use of, or interest in, the Property.

- 8.2 The Company has told us that it, or its agent or representative, has inspected the Property not more than 20 working days before the date of this Certificate and that, so far as the Company or its agent or representative 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.

Disclosures

9. **Title policies**

The Company has told us that there are no insurance policies relating to planning, title or covenants affecting the Property.

Disclosures

10. **Complaints and disputes**

The Company has told us that:

- 10.1 it has not made and not had occasion to make any claim or complaint in relation to any neighbouring property or its use or occupation; and
- 10.2 there are no disputes, claims, actions, demands or complaints in respect of the Property which are outstanding or which are expected by it.

Disclosures

11. **Notices**

The Company has told us that no notices materially affecting the Property or any of the Benefits detailed in Schedule 2 Part 2 have been given or received by the Company.

Disclosures

PLANNING

12. **Existing Use**

- 12.1 The Company has told us that the Property is presently used for the Existing Use.

- 12.2 The Existing Use is a use permitted under a subsisting planning permission (which the Company has told us has been implemented) or otherwise permitted under the Town and Country Planning Legislation.

Disclosures

13. **Development**

- 13.1 The Company has told us that it 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;

13.1.2 any enforcement proceedings under the Town and Country Planning Legislation have been commenced or notices served; or

13.1.3 any such proceedings or notices have been proposed.

- 13.2 The Company has told us that it 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.

Disclosures

14. **Validity of permissions**

The Company has told us that no planning permission affecting the Property is the subject of an existing challenge as to its validity. Our local authority search did not reveal that any planning permission has been issued within the six weeks immediately before the date of that search.

Disclosures

15. **Conditions**

- 15.1 The planning permissions affecting the Property are subject only to conditions which the Company has told us 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.

- 15.2 There are no unusual or onerous conditions attaching to any planning permission affecting the Property, and no planning permission is subject to any condition or limitation making it temporary (other than the conditions referred to in Sections 91 and 92 of the Town and Country Planning Act 1990) or personal to anyone.

Disclosures

16. **Pending applications**

The Company has told us that there is no application for planning permission in respect of the Property awaiting determination and no planning decision or deemed refusal which is subject to appeal.

Disclosures

17. **Planning agreements or obligations**

- 17.1 There is no agreement or planning obligation or planning contribution (together a “Planning Agreement”) affecting the Property under Section 52 of the Town and Country Planning Act 1971, Section 38 and Section 278 of the Highways Act 1980, Section 33 of the Local Government (Miscellaneous Provisions) Act 1982, Section 106 of the Town and Country Planning Act 1990, Section 104 of the Water Industry Act 1991, Part 11 of the Planning Act 2008 or any provision in legislation of a similar nature and the Company has told us that it is not required to enter into any such Planning Agreement.

- 17.2 Where there is any Planning Agreement, the Company has told us that, so far as it is aware:

17.2.1 all of the obligations which have fallen due as at the date of this Certificate have been observed or performed and no notice of breach has been received; and

17.2.2 there are no material obligations (either one-off or ongoing) which remain to be observed or performed.

Disclosures

18. **Listed buildings etc.**

- 18.1 None of the buildings or other structures or erections on the Property has been listed under Section 1 of the Planning (Listed Buildings and Conservation Areas) Act 1990 (“Listed”) nor has the relevant local authority served or authorised the service of any building preservation notice under Section 3 or Section 3A of the Planning (Listed Buildings and Conservation Areas) Act 1990 or any repairs notice under Section 48 of the Planning

(Listed Buildings and Conservation Areas) Act 1990 in respect of the Property, nor is the Property located within a conservation area.

18.2 Where there are any buildings or structures or erections on the Property that are Listed, the Company has told us that it is not aware that:

18.2.1 any works or alterations which have been carried out to the Listed part of the Property are unauthorised or have been carried out without any necessary consents being obtained;

18.2.2 any enforcement proceedings under the Planning (Listed Building and Conservation Areas) Act 1990 (or any other relevant Town and Country Planning Legislation) have been commenced or notices served; and

18.2.3 any such proceedings or notices have been proposed.

18.3 Where there are any buildings or structures or erections on the Property that are Listed:

18.3.1 the listed building consents affecting the Property are subject only to conditions which the Company has told us 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; and

18.3.2 there are no unusual or onerous conditions attaching to any listed building consents affecting the Property.

Disclosures

19. **Ancient Monuments and Assets of Community Value**

19.1 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.

19.2 The Property is neither nominated nor listed as an asset of community value.

Disclosures

20. **Compulsory acquisition**

The Company has told us that it 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.

Disclosures

STATUTORY MATTERS

21. **Statutory requirements**

The Company has told us that it is not aware of any outstanding order, notice or other requirement of any local or other authority that affects the Existing Use 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.

Disclosures

22. **Statutory compliance**

The Company has told us that it 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 the date of this Certificate.

Disclosures

ENVIRONMENT

23. **Environmental notices and permits and energy performance certificate**

23.1 The Company has told us that:

23.1.1 it holds all necessary permits, licences, consents, authorisations, registrations or any other approvals (together an “environmental permit”) under any legislation relating to pollution or protection of health and the environment (together “environmental laws”) in respect of the Existing Use of the Property; and

23.1.2 it has not received any written notices, notifications or orders under any environmental laws in respect of the Property or the Existing Use and it is not aware of any circumstances which may result in any such notices, notifications or orders being made or served.

23.2 The Company holds a valid energy performance certificate for the Property, which:

23.2.1 is valid until the date set out in the Disclosures; and

23.2.2 expresses the energy efficiency rating for the Property as is set out in the Disclosures.

Disclosures

[Specify the “valid until” date and the rating from the energy performance certificate]

GENERAL

24. Construction work and warranties

The Company has told us that:

- 24.1 no buildings or other structures on the Property have been erected or been subject to extension or material alteration within the 12 years prior to the date of this Certificate; and
- 24.2 there are no subsisting agreements, certificates, guarantees, warranties, rights arising pursuant to the Contract (Rights of Third Parties) Act 1999 or insurance policies relating to the construction, repair, replacement, treatment or improvement of any building or structure on the Property.

Disclosures

25. Outgoings

The Company has told us that 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 sums due under the Lease) and the Company has told us that all such payments have been made to date.

Disclosures

26. Fixtures and fittings

The Company has told us that all fixtures and fixed plant at the Property, other than (where the Property is leasehold) landlord's fixtures or (where the Property is subject to a Letting Document) tenant's fixtures, are, or will on completion of the Transaction be, the Company's property free from incumbrances.

Disclosures

RESIDENTIAL AND MIXED USE BUILDINGS

27. The Company has told us that:

- 27.1 no part of the Property is used for residential purposes.

27.2 in the event that the whole or any part of the Property is used for residential purposes:³

27.2.1 for the purposes of Part 1 (Tenants' Rights of First Refusal) of the Landlord and Tenant Act 1987 -

- (a) the premises comprising any building or part of a building at the Property (excluding common parts) which are occupied or intended for non-residential purposes, exceed 50% of the total internal floor area of the relevant building or part building; or
- (b) such non-residential premises within the relevant building or part building (excluding common parts) do not exceed 50% of the total internal floor area of the relevant building or part building, but the number of flats held by qualifying tenants within the relevant building or part building does not exceed 50% of the total number of flats in the relevant building or part building⁴;

27.2.2 for the purposes of Part 1 of Chapter 1 (Collective Enfranchisement in case of Tenants of Flats) of the Leasehold Reform, Housing and Urban Development Act 1993 -

- (a) the whole or any part of the Property is a self-contained building, more than 25% of the net internal floor area of which is occupied or intended for non-residential purposes and/or comprises common parts; or
- (b) the whole or any part of the Property is a self-contained building, 25% or less of the net internal area of which is occupied or intended for non-residential purposes and/or comprises common parts, but the number of flats held by qualifying tenants within the relevant building is two-thirds or less of the total number of flats in that building;⁵

27.2.3 for the purposes of Part 2 of Chapter 1 (Right to Manage) of the Commonhold and Leasehold Reform Act 2002 -

- (a) the whole or any part of the Property is a self-contained building, more than 25% of the net internal floor area of which is occupied or

³ If there is no disclosure to be made against the statements, the stated provisions of these Acts will not apply. If a disclosure has to be made, the author should consider further whether the Transaction will or may trigger any of these provisions.

⁴ For the definition of “qualifying tenants”, see Section 3 in Part 1 of the Landlord and Tenant Act 1987.

⁵ For the definition of “qualifying tenants”, see Section 5 in Part 1 Chapter 1 Leasehold Reform, Housing and Urban Development Act 1993.

intended for non-residential purposes and/or comprises common parts; or

- (b) the whole or any part of the Property is a self-contained building, 25% or less of the net internal area of which is occupied or intended for non-residential purposes and/or comprises common parts, but the number of flats held by qualifying tenants within the relevant building is two-thirds or less of the total number of flats in that building.⁶

Disclosures

⁶ For the definition of “qualifying tenants”, see Section 75 of the Commonhold and Leasehold Reform Act 2002.

SCHEDULE 4

The Lease

Part 1

Details of the Lease under which the Property is held

Note: Please include a heading for each part of the Property held under a separate lease

Part 1A

Details of Lease

Premises the subject of the Lease:	
Date:	
Original parties:	
Length of term:	
Contractual term commencement date:	
Contractual term expiry date:	
Does the description of the term expressly include any statutory continuation?	Yes/No
Is the Lease contracted out of the 1954 Act?	Yes/No
Summary of the rights granted to the tenant	
Summary of the rights reserved to the landlord	
Name and address of the present landlord, provided by the Company:	
Name and address of any present guarantor of the tenant:	
Original annual rent including details of any premium paid:	
Current annual rent:	
Rent review frequency:	
Remaining rent review dates:	
Present permitted use (and whether personal):	

Part 1B
Licences and other supplemental documents

Date	Document description	Parties	Other information

Part 2
Statements

1. Details of the Lease

Details of the Lease are fairly summarised in Part 1A of this Schedule and any licences granted and other supplemental documents entered into are listed in Part 1B of this Schedule.

Disclosures

2. Head lease

There is no lease superior to the Lease.

Disclosures

3. Payment of rent

3.1 The annual rent is payable quarterly in advance on the usual English quarter days.

3.2 The Company has told us that the last instalment of rent (and service charge if any) was paid to and was accepted by the landlord or its agents without qualification.

Disclosures

4. Rent review

4.1 There are no provisions for rent review or other increases in the rent.

4.2 If there are any provisions for rent review, they apply on the dates set out in Part 1A of this Schedule and are summarised in the Disclosures.

4.3 Where there are any provisions for rent review:

4.3.1 the Company has told us that no rent reviews are currently outstanding or under negotiation or the subject of a reference to an expert or arbitrator or the courts; and

4.3.2 where the current annual rent is not the same as the annual rent originally reserved by the Lease, evidence of its agreement or determination has been placed with the documents of title.

Disclosures

5. **Repair**

5.1 The tenant is responsible for keeping the whole of the Premises and (to the extent they form part of the Premises) fittings and plant and equipment in good repair and condition.

5.2 The tenant is responsible for the decoration of the interior and exterior of the Premises.

Disclosures

6. **Restrictions on use**

6.1 There are no restrictions in the Lease or the superior title which prevent the Premises being used now or in the future for the Existing Use.

6.2 The tenant is only permitted to change the use of the Premises from the present permitted use specified in Schedule 4 Part 1A with the prior written consent of the landlord, such consent not to be unreasonably withheld.

Disclosures

7. **Alterations**

7.1 The tenant is prohibited from making structural alterations or additions to, or alterations affecting the appearance of, the Premises without the prior written consent of the landlord, such consent not to be unreasonably withheld.

7.2 The tenant may carry out non-structural alterations to the Premises without the prior consent of the landlord.

- 7.3 The tenant is required to remove all alterations and additions made during the term on yielding up the Premises at the expiration or sooner determination of the term unless the landlord requires otherwise.

Disclosures

8. **Alienation**

- 8.1 There are no restrictions on the tenant dealing with, charging or sharing occupation of the Premises or conditions that the landlord might impose (including any agreement under Section 19(1A) of the Landlord and Tenant Act 1927) other than any which are fairly summarised in the Disclosures.

- 8.2 There is no restriction on any change of control of the tenant.

Disclosures

9. **Insurance**

- 9.1 The tenant is required to insure:

9.1.1 the Premises against damage caused by the risks of fire, lightning, explosion, storm, flood, subsidence, landslip, heave, earthquake, burst or overflowing water pipes, tanks or apparatus, impact by aircraft or other aerial devices and any articles dropped from them, impact by vehicles, terrorism, riot, civil commotion and malicious damage and any other risks against which the tenant reasonably insures from time to time, to the extent that insurance is available in the United Kingdom market with a reputable insurer, and subject to standard exclusions limitations and excesses; and

9.1.2 for the full reinstatement cost of the Premises (including professional fees and value added tax).

- 9.2 The Lease requires that the landlord is a composite insured or, if it does not, provides that the tenant will use reasonable endeavours to procure a waiver of insurer's subrogation rights in relation to the landlord, subject to any conditions imposed by the insurer.

- 9.3 If the tenant fails to insure in accordance with its obligations in the Lease briefly described in paragraphs 9.1 and 9.2:

9.3.1 the landlord may insure the Premises on equivalent terms and may also insure for the loss of at least three years' annual rent (unless the annual rent is a nominal amount); and

9.3.2 the tenant is required to pay to the landlord a sum equal to the premiums paid for so insuring the Premises and loss of rent, and this sum is reserved as rent.

9.4 If the Premises are damaged or destroyed by an insured risk and reinstatement is frustrated insurance monies are to be shared between the parties in proportion to the value of their respective interests in the Premises immediately prior to the damage or destruction.

Disclosures

10. **Service charge**

There is no provision for the payment by the tenant of a service or other similar charge.

Disclosures

11. **Rights of re-entry**

11.1 The landlord is entitled to re-enter the Premises in the cases of non-payment of rent or breach of covenant by the tenant, but not in the case of insolvency or on any other ground.

11.2 The Lease contains protection provisions in favour of any mortgagee and which have effect before the landlord can forfeit the Lease, the material terms of which are summarised in the Disclosures.

Disclosures

12. **Options and rights of first refusal**

There are no options to determine (including in respect of damage or destruction of the Premises by an insured risk) or to renew the term, nor any options to purchase or right of first refusal in favour of either the landlord or the tenant.

Disclosures

13. **1995 Act**

13.1 The Lease is a new tenancy.

13.2 The Company has confirmed that it is not aware of any former landlord having been released under Section 8 of the 1995 Act or otherwise.

Disclosures

14. **Collateral assurances and undertakings**

The Company has told us that, so far as it is aware, no collateral assurances, undertakings or concessions have been made by any party to the Lease.

Disclosures

15. **Consents**

15.1 Any consents required for the grant of the Lease, or the vesting of the Lease in each subsequent tenant, or for the grant of any sub-lease, have been obtained and placed with the documents of title along with evidence that any necessary notice has been given to any third party of any such grant or vesting.

15.2 Any consents required for any works carried out by or change of use effected by any tenant, revealed by the documents reviewed by us or by our enquiries of the Company, have been obtained and placed with the documents of title. The Company has confirmed that, so far as it is aware, there are no other works carried out or change of use effected.

Disclosures

16. **Superior title**

16.1 If title to the Lease is not registered at HM Land Registry with leasehold title absolute, the titles of the landlord and any superior landlord have been investigated and no adverse matters have been revealed. Examined abstracts of title or certified copies of relevant documents have been placed with the documents of title.

16.2 If any superior title is leasehold:

16.2.1 the landlord is entitled to re-enter in the cases of non-payment of rent or breach of covenant by the tenant, but not on any other ground.

16.2.2 it is not subject to any contractual right of termination.

16.3 No superior lease demises property other than the Property.

Disclosures

17. **Registration of title**

If title to the Lease is not registered at HM Land Registry, neither the Lease (when it was granted) nor any subsequent disposition of it was subject to compulsory registration at the relevant time.

Disclosures

18. **Breaches of covenant**

The Company has told us that:

- 18.1 it is not aware of any subsisting material breach of the covenants or conditions contained in the Lease, whether on the part of the landlord or the tenant, or of any other event which could give rise to forfeiture of the Lease;
- 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; and
- 18.3 so far as the Company is aware, no breach of covenant has been waived or acquiesced in.

Disclosures

19. **VAT**

- 19.1 The Company has told us 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 that such option has not been, or been deemed to be, disapplied or revoked, so that value added tax is due in respect of any supply of the Property by the landlord.
- 19.2 Whether or not an option to tax over the Property is in place, there are no provisions in the Lease or the superior title which prevent either the landlord or a body corporate in relation to which the landlord is either a relevant associate or a relevant group member from exercising a valid option to tax in respect of the Premises or from increasing the rent or other payments under the Lease by, or requiring a payment in addition of, an amount in respect of value added tax chargeable by reason of that option to tax.
- 19.3 The Company has told us that it 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).
- 19.4 The Lease reserves value added tax as rent.

Disclosures

20. **Stamp duty land tax and Land transaction tax**

The Company has told us that:

- 20.1 neither the grant of the Lease nor any agreement for the grant of the Lease was exempt from charge to (1) 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"), or (2) land transaction tax by virtue of any of the provisions specified in paragraph 22 of Schedule 6 ('Cases where assignment of lease treated as grant of lease') to the Land Transaction Tax and Anti-avoidance of Devolved Taxes (Wales) Act 2017 ("LTTA 2017"); and
- 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 etc") of Schedule 17A to the FA 2003, or in paragraph 23 of Schedule 6 ('Assignment of lease') to the LTTA 2017.

Disclosures

21. **No other material matters**

There are no other material matters that we consider ought to be brought to your attention in relation to the Lease.

Disclosures

SCHEDULE 5

The Letting Documents

Part 1

[First Standard Letting Document [Unit []]]

[Note: Please include a heading for each Letting Document. Alternatively if it is desired to certify other Letting Documents by reference to one or more standard forms of Letting Document the extent of the details to be included and the extent of recording of variations and licences etc is to be agreed between the giver and the recipient of the Certificate and included in a Supplement. The drafting on pages 50 and 51 is an example of information which might be included in a supplement.]

Part 1A

Details of Letting Document

Premises let by the Letting Document:	
Date:	
Original parties:	
Length of term:	
Contractual term commencement date:	
Contractual term expiry date:	
Does the description of the term expressly include any statutory continuation?	Yes/No
Is the Letting Document contracted out of the 1954 Act?	Yes/No
Name and address of present tenant and any present guarantor:	
Original annual rent including details of any premium paid:	
Current annual rent and (if applicable) date from which last reviewed:	
Remaining rent review dates:	
Present permitted use (and whether personal):	

Name of every former tenant who has entered into an authorised guarantee agreement and of every former guarantor who has guaranteed the relevant former tenant's obligations in that authorised guarantee agreement:	
Name of every former tenant and former tenant's guarantor unreleased because (1) the assignment by that tenant was an excluded assignment; or (2) the letting is not a new tenancy:	
Proportion of service charge expenditure payable by the tenant and how assessed:	
Proportion of insurance payable by the tenant and how assessed:	
Summary of the rights granted to the tenant:	
Summary of the rights reserved to the landlord:	
Summary of any options to determine (other than on damage or destruction), or renew, or purchase, or rights of first refusal:	

Part 1B

Licences and other supplemental documents

Date	Document description	Parties	Other information – for example, for rent deposit deed, include amount of initial and current rent deposit

Part 2 Statements

1. Details of the Letting Document

Details of the Letting Document are fairly summarised in Part 1A of this Schedule and any licences granted and other supplemental documents entered into are listed in Part 1B of this Schedule.

Disclosures

2. Occupation

The Company has told us that the Premises the subject of the Letting Document are occupied by the tenant or the person authorised pursuant to the Letting Document to be in occupation.

Disclosures

3. Payment of rent

3.1 The annual rent is payable quarterly in advance on the usual English quarter days, without deduction or set-off unless required by law.

3.2 The Company has told us that 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.

3.3 The Company has told us that where any fixed charge was not paid on the due date and is still in arrears for more than three months, an effective notice has been served under section 17 of the 1995 Act on every relevant former tenant and on every relevant guarantor of a former tenant and the Disclosures contain full particulars of all such notices.

3.4 Interest is payable on all rents not paid on or by the due date at a rate of at least 3% above the prevailing base rate of a recognised clearing bank subject to a grace period of not more than 14 days for rents other than the annual rent. There is no grace period for the annual rent.

Disclosures

4. **Rent review**

4.1 Where there are any provisions for rent review:

- 4.1.1 time is not of the essence;
- 4.1.2 they are upwards only;
- 4.1.3 the rent is to be reviewed to the open market rent at the date of review;
- 4.1.4 they contain a procedure for resolving disputes (either by expert determination or arbitration) and which may be initiated by either the landlord or the tenant;
- 4.1.5 the reviewed rent is backdated to the relevant review date and interest is payable on the back rent;
- 4.1.6 assumptions substantially in the following form are to be made in determining the open market rent:
 - (a) the hypothetical lease is to be on the same terms as the Letting Document except for the amount of the principal rent;
 - (b) the hypothetical lease is to be between a willing landlord and a willing tenant with vacant possession and without a premium;
 - (c) the hypothetical term is to begin on the review date and be equal to the residue of the contractual term at the review date (or ten years if longer);
 - (d) if the Premises or their means of access have been damaged or destroyed they have been reinstated;
 - (e) the Premises are fit for immediate occupation and use;
 - (f) the Premises may lawfully be let to, and used for the use permitted by the Letting Document by any person throughout the hypothetical term;
 - (g) the tenant's obligations in the Letting Document have been complied with and the landlord's obligations in the Letting Document have been complied with except to the extent there has been a material or persistent breach by the landlord; and
 - (h) the open market rent is the rent that would become payable after the willing tenant has received the benefit of a rent free period, rent concession or any other inducement of such length or amount as would be negotiated in the open market for the purpose of fitting out;

4.1.7 disregards substantially in the following form are to be made in determining the open market rent:

- (a) the effect of the tenant's occupation or that of any lawful occupier and goodwill arising from such occupation;
- (b) any reduction in rental value attributable to works carried out by the tenant or its predecessors in title or any lawful occupier whether before or during the term; and
- (c) any increase in rental value attributable to any improvements whether or not within the Premises carried out at the cost of the tenant or its predecessors in title or any lawful occupier, in each case with the consent of the landlord or its predecessors in title where required, whether before or during the term otherwise than pursuant to an obligation to the landlord or its predecessors in title;

4.1.8 there are no other material assumptions or disregards.

4.2 Where there are any provisions for rent review:

4.2.1 the Company has told us that 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;

4.2.2 where the current annual rent is not the same as the annual rent originally reserved, evidence of its agreement or determination has been placed with the documents of title;

4.2.3 the Company has told us that no building, alteration or improvement has been carried out pursuant to an obligation to the landlord.

Disclosures

5. Repair and yielding up

5.1 Where the whole of the Property is comprised in a single Letting Document, the tenant is responsible for:

5.1.1 keeping the whole of the Premises and (to the extent they form part of the Premises) fittings and plant and equipment in good and substantial repair and condition (damage by insured risks excluded except to the extent that payment of any insurance monies is refused because of the act or default of the tenant, or any person under the tenant's control or with the tenant's authority, unless the tenant has paid the landlord a sum equal to the refused payment, and damage by uninsured risks excluded); and

- 5.1.2 the decoration of the interior of the Premises as and when necessary and in the final six months of the term and the exterior of the Premises not less frequently than every three years and in the final six months of the term.
- 5.2 Where the Premises comprised in any Letting Document form part or parts only of the Property, the tenant is responsible for:
- 5.2.1 keeping the whole of the interior of the Premises and fittings and plant and equipment demised to it in good and substantial repair and condition (damage by insured risks excluded except to the extent that payment of any insurance monies is refused because of the act or default of the tenant, or any person under the tenant’s control or with the tenant’s authority, unless the tenant has paid the landlord a sum equal to the refused payment, and damage by uninsured risks excluded); and
- 5.2.2 the decoration of the interior of the Premises as and when necessary and in the final six months of the term.
- 5.3 In paragraphs 5.1 and 5.2 “insured risks” and “uninsured risks” have the meanings set out in paragraph 9.6 in Part 2 of this Schedule.
- 5.4 On expiry or earlier determination of the term the tenant is to yield up the Premises in a condition consistent with the performance of its repair and decoration obligations and with vacant possession.

Disclosures

6. Restrictions on use

- 6.1 The uses permitted by the Letting Document are consistent with the Existing Use.
- 6.2 The tenant is not permitted to change the use of the Premises from the present permitted use set out in Part 1A of this Schedule, unless the landlord in its absolute discretion agrees.

Disclosures

7. Alterations

- 7.1 The tenant is prohibited from making structural alterations or additions to, or alterations affecting the external appearance of, the Premises.
- 7.2 The tenant may carry out internal non-structural alterations to the Premises that will not have an adverse impact on the Property’s building services, with the prior written consent of the landlord, such consent not to be unreasonably withheld, and erect or dismantle

internal demountable partitioning that will not have an adverse impact on the Property's building services, without the consent of the landlord.

- 7.3 The tenant is required to remove all alterations and additions made during the term, on yielding up the Premises at the expiry or earlier determination of the term, unless and to the extent that the landlord requires otherwise.

Disclosures

8. **Alienation**

- 8.1 Except as mentioned subsequently in this paragraph 8, the tenant may not:

- 8.1.1 share or part with possession of the Premises or any part;
- 8.1.2 permit another to occupy the Premises or any part;
- 8.1.3 share occupation of the Premises or any part;
- 8.1.4 hold the Premises or any part on trust; or
- 8.1.5 charge the Premises or any part.

- 8.2 The tenant may not assign part only of the Premises.

- 8.3 The tenant may assign the whole of the Premises with the prior written consent of the landlord, such consent not to be unreasonably withheld, and any restrictions on the tenant assigning the Premises or conditions that the landlord might impose on such assignment (including any agreement under Section 19(1A) of the Landlord and Tenant Act 1927) are, unless they are already referred to in paragraph 8.4.1, fairly summarised in the Disclosures.

- 8.4 Where the Letting Document is a new tenancy:

- 8.4.1 the landlord has an express contractual right (where reasonable) to require an authorised guarantee agreement from the tenant and to require any guarantor of the tenant to guarantee the tenant's obligations in the authorised guarantee agreement;
- 8.4.2 no guarantor of the current tenant has acted as a guarantor of any previous tenant; and
- 8.4.3 the Letting Document is not now and has not been previously vested in any guarantor of a previous tenant.

- 8.5 The tenant may charge the whole of the Premises with the prior written consent of the landlord, such consent not to be unreasonably withheld.
- 8.6 The tenant under the Letting Document may underlet the whole of the Premises or any permitted part capable of separate occupation and use, with the prior written consent of the landlord, such consent not to be unreasonably withheld, but subject to conditions including those substantially in the following form:
- 8.6.1 the underlease is to be granted:
- (a) without a fine, premium, reverse premium or other inducement;
 - (b) at a rent which is no less than the open market rent and is not calculated by reference to the passing rent under the Letting Document; and
 - (c) on the same terms as the Letting Document with rent reviews on the same dates;
- 8.6.2 the undertenant is to covenant directly with the landlord to comply with its covenants in the underlease;
- 8.6.3 the tenant agrees with the landlord to enforce the covenants by the undertenant;
- 8.6.4 the tenant is not to vary the terms of or waive its rights under the underlease, nor accept a surrender of part of the underlease without the prior written consent of the landlord, such consent not to be unreasonably withheld;
- 8.6.5 the underlease is to be validly contracted out of the security of tenure provisions of the 1954 Act;
- 8.6.6 the tenant is not to reduce, defer, accelerate or commute any rent payable under the underlease;
- 8.6.7 on any rent review under the underlease, the tenant is not to agree the reviewed rent (or the appointment of any third party to decide it) without the prior written consent of the landlord, such consent not to be unreasonably withheld;
- 8.6.8 in the case of an underlease of whole, the undertenant is required by the underlease to pay the whole of the sums (other than the annual rent) payable by the tenant under the Letting Document;
- 8.6.9 in the case of an underlease of part:
- (a) the undertenant is required by the underlease to pay a fair proportion of the sums (other than the annual rent) payable by the tenant under the Letting Document; and
 - (b) the Premises are not to be divided into more than the number of self-contained units of occupation specified in the Disclosures.

- 8.7 The tenant may share occupation of the Premises with another member of the same group of companies subject to no relationship of landlord and tenant being created or being allowed to arise and the sharing ending if the occupier is no longer a member of the same group of companies as the tenant.
- 8.8 There is no restriction on any change of control of the tenant.

Disclosures

9. **Insurance**

- 9.1 The landlord is required to insure with a reputable insurer:
- 9.1.1 the Property against damage caused by the insured risks;
 - 9.1.2 for the full reinstatement cost of the Property (including professional fees and value added tax); and
 - 9.1.3 for loss of at least three years' annual rent and (if applicable) service charge.
- 9.2 The tenant is required to pay to the landlord as rent a sum equal to:
- 9.2.1 the premiums (or a fair and reasonable proportion of the premiums) paid by the landlord for insuring the Property; and
 - 9.2.2 the premiums paid by the landlord for insuring loss of rent and (if applicable) service charge;
- in accordance with the landlord's obligations briefly described in paragraph 9.1.
- 9.3 There is provision for suspension of rent and (if applicable) service charge or a fair proportion of them if the Premises or any part of the Property are damaged or destroyed by an insured risk or an uninsured risk so as to make the Premises unfit for occupation and use or inaccessible, such suspension being limited to a period no longer than the loss of rent period that the landlord is required to insure. Such suspension will not apply to the extent that payment of any insurance monies is refused because of the act or default of the tenant, or any person under the tenant's control or with the tenant's authority, unless the tenant has paid the landlord a sum equal to the refused payment.
- 9.4 If the Premises or any part of the Property are damaged or destroyed by an insured risk, so as to make the Premises unfit for occupation and use or inaccessible:
- 9.4.1 the landlord is required to reinstate the Premises or such part of the Property once all necessary consents have been obtained and subject to payment of any insurance monies not being refused because of the act or default of the tenant, or any person under the tenant's control or with the tenant's authority, unless the

tenant has paid the landlord a sum equal to the refused payment. The landlord is to use at least reasonable endeavours to obtain such consents;

- 9.4.2 either the landlord or the tenant is entitled to determine the Letting Document immediately if the Premises or such part of the Property has not been reinstated sufficiently so as to make the Premises fit for occupation and use and accessible by the end of the loss of rent period that the landlord is required to insure, by notifying the other at any time after the end of such period but before such reinstatement has been completed. The tenant is not entitled to determine the Letting Document unless it has paid the landlord a sum equal to any payment of insurance monies refused because of the act or default of the tenant, or any person under the tenant's control or with the tenant's authority; and
- 9.4.3 if reinstatement is frustrated, insurance monies are payable to the landlord.
- 9.5 If the Premises or any part of the Property are damaged or destroyed by an uninsured risk, so as to make the Premises unfit for occupation and use or inaccessible:
- 9.5.1 if the landlord notifies the tenant within 12 months of the date of damage or destruction that it wishes to reinstate:
- (a) the landlord's obligations to obtain consents and reinstate briefly described in paragraph 9.4.1 will apply as if the damage or destruction had been caused by an insured risk; and
 - (b) the mutual right to determine briefly described in paragraph 9.4.2 will apply with the loss of rent period treated as beginning on the date of the landlord's notification;
- 9.5.2 if no such notification is given, the Letting Document ends on the last day of that 12 month period, or if the landlord notifies the tenant that it does not wish to reinstate, the Letting Document ends on the date of that notification.
- 9.6 For the purposes of this paragraph 9:
- 9.6.1 "insured risk(s)" means risk(s) of fire, lightning, explosion, storm, flood, subsidence, landslip, heave, earthquake, burst or overflowing water pipes, tanks or apparatus, impact by aircraft or other aerial devices and any articles dropped from them, impact by vehicles, terrorism, riot, civil commotion and malicious damage and any other risk against which the landlord reasonably insures from time to time, to the extent that insurance is generally available on normal commercial terms in the United Kingdom insurance market, and subject to any exclusions, limitations and excesses imposed by the insurer; and
- 9.6.2 "uninsured risk(s)" means any risk that is not an insured risk because insurance is not generally available on normal commercial terms in the United Kingdom insurance market or because of an exclusion or limitation imposed by the insurer,

but excludes any damage or destruction caused by the act or default of the tenant, or any person under the tenant's control or with the tenant's authority.

Disclosures

10. **Service charge**

10.1 If the whole of the Property is comprised in a single Letting Document, there is no provision in the Letting Document for the payment by the tenant of a service or other similar charge.

10.2 Where the premises comprised in the Letting Document form part of the Property:

10.2.1 there are provisions for payment of a service or other similar charge which entitle the landlord to recover from the tenant the appropriate part of the cost of:

- (a) repairing and maintaining the Property (except for the lettable areas);
- (b) paying outgoings;
- (c) providing a range of services which the Company has told us are reasonable and appropriate for the type of buildings in the Property; and
- (d) an amount for the management of the Property which either does not exceed 10% of the total service charge or is required to be reasonable;

10.2.2 the Company has told us that there are no material irrecoverable items, caps or other limitations on recovery of the costs referred to in paragraph 10.2.1 of this Part of this Schedule;

10.2.3 the Company has told us that there are no lettable areas of the Property that are currently unlet.

Disclosures

11. **Rights of re-entry**

The landlord is entitled to re-enter the Premises in the cases of bankruptcy, liquidation, whether compulsory or voluntary (except for the purpose of amalgamation or reconstruction of a solvent company), administrative receivership or the administration of the tenant or any guarantor, or appointment of a receiver of the tenant's or guarantor's property, or the tenant or guarantor entering into any scheme of arrangement, as well as for non-payment of rent (whether or not formally demanded) for a period not exceeding 21 days or for any breach of the tenant's obligations.

Disclosures

12. **Options and rights of first refusal**

Except where specified in Part 1A of this Schedule (and excluding any, which may arise under the 1954 Act), there are no:

- 12.1 options to determine (other than any in respect of damage or destruction of the Premises by an insured risk or an uninsured risk, as defined in paragraph 9.6 in Part 2 of this Schedule); or
- 12.2 options to renew the term; or
- 12.3 options to purchase or rights of first refusal.

Disclosures

13. **Landlord and Tenant Act 1954**

- 13.1 Where a Letting Document is stated in Part 1A of Schedule 5 to be contracted out of the 1954 Act, the Letting Document states that the required warning notice has been served on the tenant and that the required declaration or statutory declaration has been made by the tenant or on its behalf, and the Letting Document includes a reference to the agreement between the landlord and the tenant that the provisions of sections 24 to 28 of the 1954 Act do not apply to the tenancy created by the Letting Document.
- 13.2 The Company has told us that no notice has been served in respect of any Letting Document pursuant to Sections 25 or 26 of the 1954 Act.

Disclosures

14. **New tenancy**

The Letting Document is a new tenancy.

Disclosures

15. **Direct covenants**

If the Letting Document is not a new tenancy for the purposes of the 1995 Act, the present tenant and each of its predecessors in title and any guarantor for any of them has given a covenant to the landlord to observe and perform the obligations of the tenant throughout

the term and our investigations do not disclose that any such persons have been released or are or may be entitled to be released.

Disclosures

16. **Overriding lease**

The Company has told us that no person has made a claim for an overriding lease under Section 19 of the 1995 Act against the Company nor, so far as it is aware, against any of its predecessors and that, so far as it is aware, no person is entitled to make such a claim and that, so far as it is aware, no notice has been served under Section 17 of the 1995 Act (other than those referred to in paragraph 3.3 of this Part of this Schedule) which would give rise to any such entitlement.

Disclosures

17. **Collateral assurances and undertakings**

The Company has told us that, so far as it is aware, no collateral assurances, undertakings or concessions have been made by any party to any Letting Document.

Disclosures

18. **Consents**

18.1 Any consents required under the Lease for the grant of the Letting Document and any dealings with it have been obtained and placed with the documents of title, along with evidence of the registration of the grant or dealing where requisite.

18.2 The Company has told us that no other consents are required for the grant of the Letting Document and any dealings with it, or if required, those consents have been obtained and placed with the documents of title.

Disclosures

19. **Use of remainder of Property**

No Letting Document contains any restriction on the use of the remainder of the Property by the landlord other than by virtue of the covenant for quiet enjoyment.

Disclosures

20. **Breaches of covenant**

The Company has told us that:

- 20.1 it is not aware of any subsisting material breach of the covenants or conditions contained in the Letting Document, whether on the part of the landlord or the tenant, or of any other event which could give rise to forfeiture of the Letting Document;
- 20.2 no notice alleging any breach of the covenants or conditions contained in the Letting Document, whether on the part of the landlord or the tenant, remains outstanding; and
- 20.3 so far as the Company is aware, no breach of covenant has been waived or acquiesced in.

Disclosures

21. **Costs**

The tenant is obliged to pay the reasonable and proper costs of the landlord in connection with the following (except that there is no reasonable and proper limitation for the costs under paragraphs 21.1 and 21.3):

- 21.1 any notice under sections 146 or 147 of the Law of Property Act 1925;
- 21.2 the preparation and service of any schedule of dilapidations;
- 21.3 any breach of obligation of the tenant; and
- 21.4 any application by the tenant for consent (unless it has been unreasonably withheld where the landlord is required to act reasonably).

Disclosures

22. **VAT**

- 22.1 Whether or not an option to tax over the Property is in place, there are no provisions in any of the Letting Documents (or absence of any provisions) which prevent either the Company or a body corporate in relation to which it is either a relevant associate or a relevant group member from exercising a valid option to tax in respect of the Property or from increasing the rent or other payments under the Letting Documents by, or requiring a payment in addition of, an amount in respect of value added tax chargeable by reason of that option to tax or which oblige the Company or other person to indemnify the tenant in respect of all or any part of that amount.

22.2 The Company has told us that it 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.

22.3 Where there are provisions in any Letting Document entitling the landlord to be paid, indemnified or reimbursed by the tenant for any amount expended or to be expended by or on behalf of the landlord, that entitlement includes an amount in respect of the value added tax to the extent that the value added tax cannot be recovered from HM Revenue & Customs by the landlord.

22.4 The Letting Document reserves value added tax as rent.

Disclosures

23. **Compensation**

There are provisions in each Letting Document where applicable excluding the right of the tenant to compensation under Section 37 of the 1954 Act on quitting the Premises to the extent permitted at law.

Disclosures

24. **Notices in respect of improvements**

The Company has told us that so far as the Company is aware, no notice of intention to make improvements has been served under Section 3(1) of the Landlord and Tenant Act 1927.

Disclosures

25. **Statutory compliance**

The Letting Document contains an obligation on the part of the tenant to comply with the requirements of any statute which affects the Premises.

Disclosures

26. **Data sharing**

The Letting Document provides for the landlord and the tenant to share data that each holds relating to the environmental performance of the Property and the Premises, subject to each being obliged to the other to keep shared data confidential.

Disclosures

27. **Possession**

The Company has told us that it is not aware of any sub-letting, parting with possession or sharing of occupation by any tenant.

Disclosures

28. **Rent deposits**

28.1 The amount of any rent deposit is set out in Part 1B of this Schedule.

28.2 Where any sums are charged to the landlord by any corporate tenant by way of security for compliance with the tenant's obligations under any Letting Document, the charge has if necessary been properly registered at Companies House within the prescribed time limit.

Disclosures

29. **Variations**

The Company has told us that, so far as it is aware, the Letting Document has 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 their obligations, whether under the 1995 Act or at common law.

Disclosures

30. **Guarantee provisions**

30.1 The guarantee provisions in the Letting Document or in an authorised guarantee agreement or in any other guarantee supplemental to the Letting Document include the following:

30.1.1 the guarantee is of the tenant's obligations in the Letting Document;

30.1.2 the guarantee is expressed to be a primary obligation on the part of the guarantor;

- 30.1.3 the guarantee contains an indemnity with regard to any loss suffered by the landlord as a result of the default of the tenant;
 - 30.1.4 there is no financial limit on the guarantee;
 - 30.1.5 the guarantor covenants that, in the event that the Letting Document is disclaimed or forfeited, the guarantor will, if required by the landlord within a period of three months after the disclaimer or forfeiture, enter into a new Letting Document (as tenant) on essentially the same terms as the previous Letting Document; and
 - 30.1.6 the guarantee contains standard protective provisions, including an acknowledgement that the guarantee is not affected by any concession granted to the tenant, any failure to enforce or delay in enforcement, any change to the terms of the underlying Letting Document, any incapacity on the part of the tenant, or the invalidity of any of the underlying obligations.
- 30.2 Either the guarantee provisions provide that any consent given by the landlord and any variation to the terms of the underlying Letting Document will not release the guarantor or to the extent required to ensure that the guarantee continues to be effective, the guarantor has consented to any licences granted relating to the Letting Document and any change to the terms of the Letting Document.

Disclosures

31. **Outstanding obligations under agreement for lease following grant of Letting Document**

There are no material obligations under any agreement for lease relating to the Property that are binding on the Company and which remain outstanding following the grant of the Letting Document pursuant to the agreement, that we consider ought to be brought to your attention.

Disclosures

32. **Residential and Mixed Use Buildings**

32.1 The Company has told us that that no tenant has made a claim against the Company nor, so far as it is aware, against any of its predecessors, to acquire:

- 32.1.1 a new lease of the Premises pursuant to Chapter II (Individual Right of Tenant of Flat to Acquire New Lease) of the Leasehold Reform, Housing and Urban Development Act 1993; or

32.1.2 the freehold of the Premises pursuant to Part I (Enfranchisement and Extension of Long Leaseholds) of the Leasehold Reform Act 1967.

32.2 If the Premises are residential, the Company has told us that any tenancy deposit paid by the tenant pursuant to the Letting Document has been dealt with in accordance with an authorised tenancy deposit scheme as required by the Housing Act 2004.

Disclosures

33. **No other material matters**

There are no other material matters that we consider ought to be brought to your attention in relation to the Letting Document.

Disclosures

SCHEDULE 5 - SUPPLEMENT

Details of further Letting Documents

Note: Disclosures of material variations between each further Letting Document and the relevant standard Letting Document are set out below the details of each further Letting Document

Brief description of Premises let by the Letting Document and date of Letting Document	Name and address of present tenant and any present guarantor and name of any guarantor pursuant to an AGA and any sub-guarantor of an AGA	Term and expiry date	Current annual rent (including start date, if not yet payable) and future rent review dates	Amount of initial and current rent deposit	Present Permitted Use (and whether personal)	Summary of any options to determine (other than on damage or destruction), or renew, or purchase, or rights of first refusal	Is the Letting Document contracted out of the 1954 Act?	Type of Standard Letting Document
(eg Unit 1) []		years commencing on and expiring on	£ pa to be reviewed on and				Yes/No	[First] [Second]

<u>Disclosures</u>									
(eg Unit 2)		years	£	pa				Yes/No	[First]
[]		commencing	to be						[Second]
		on	reviewed						
		and expiring	on						
		on	and						

<u>Disclosures</u>									

SCHEDULE 6

Searches and enquiries

Search	Date of result (or state “not made”)	Disclosures
Official search in the Index Map (SIM)		
Local search certificate and replies to Law Society CON 29 Enquiries of the local authority (2016) and any other relevant enquiries in Law Society CON 29O Optional enquiries of local authority (2016) including enquiry 22 (common land and town or village green)		
Commercial drainage and water enquiries		
Where title to the Property is not registered at HM Land Registry, Land Charges Act searches against the [Seller and the] Company and date of expiry of priority		
HM Land Registry search (whether of whole or part), date of expiry of priority, confirmation that the search from date used is the search from date stated on the official copies used to complete this Certificate, name of party having benefit of priority period and basis of search (e.g. transfer)		
Where title to the Property is not registered, date of search at Companies House of the file of all companies disclosed by the documents of title as estate		

owners of the Property since the root of title		
Search at Companies House against the [Seller and the] Company		
Enquiries of the Highways Authority to ascertain the boundaries of publicly maintainable highways abutting, and any footpaths or rights of way affecting, the Property		[Please refer to the Disclosures to paragraph 3.2 of Schedule 3.]
Details of other searches or enquiries we considered to be appropriate		

Date 202[]

Signed:

Name of firm:

Address:

Reference: