

CERTIFICATE OF TITLE

(Based on the CLLS Certificate of Title (Sixth Edition))



Questionnaire

Name of Property:
Name of Company:

[Note: The numbering of clauses in this Questionnaire mirrors the numbering of clauses in the Certificate.]

Main Certificate

Use 2.2 Please state the existing use of the Property (" the Existing Use ").	
Occupation and Possession 2.5 Please confirm that the Company is [will at completion be] in actual occupation of the whole of the Property on an exclusive basis (subject to the leases set out under Part [4] of the Schedule below) and that no-one other than the Company has any right to use or occupy the Property, now or in the future.	

Version 4
April 2012



Part 1 of the Schedule – Documents etc.

Documents 2.5.1 Please confirm that the Company has provided us with all documents relating to the Property of which it has knowledge, together with such other information in its possession as is material for the purposes of giving the Certificate.	
2.5.2 Please confirm that each copy document produced to us is a true copy of the original.	
2.8 Please confirm that the Company is not aware of any circumstances which would render any transaction in relation to the Property liable to be set aside under the provisions of the Bankruptcy (Scotland) Act 1985, the Insolvency Act 1986 or common law.	

Part 2 of the Schedule – Matters affecting the Property

Stamp Duty Land Tax 1. Please confirm that there is no contingent or other liability to pay any further Stamp Duty Land Tax on any title documents in relation to the Property beyond that disclosed with such documents.	
Access and Utilities 2. Does the Property abut a roadway which is publicly maintained at each point where access is gained or, if not, does the Property have the benefit of all necessary rights of way to and from such a roadway, and are all sewers and main drains and water supplies serving the Property publicly maintained?	
Benefits 3.1 In the Benefits Schedule to this questionnaire we have listed the various rights apparently benefiting the Property, according to the title deeds. Are these the only such rights necessary for the use and enjoyment of the Property for the Existing Use?	
3.2 Are these rights enjoyed freely (ie. without payment to any third party), without interruption or restriction (eg as to times and hours?) and without any entitlement on the part of anyone to terminate or curtail them?	
Burdens 4.1 In the Burdens Schedule to this questionnaire, we have listed the various incumbrances on the Property, according to the title deeds. Please confirm that these are the only burdens of a material nature affecting the Property, and that the Company has not received notice of any breach of, and is not aware of any breach of, any of the burdens in the Burdens Schedule. Please confirm that none of the burdens in the Burdens Schedule materially adversely affects the Existing Use of the Property.	

4.4 Please confirm that the Company is not aware of any proposals to register a community interest in respect of the Property in terms of the Land Reform (Scotland) Act 2003.	
Overriding Interests 6. Please confirm that the Property is not subject to any crofters' rights, floating charges or public rights of way.	
Agreements 7.1 Are there any agreements for sale, contracts, options, rights of pre-emption or similar matters affecting the Property, the provisions of which remain to be performed? 7.2 Are there any obligations on the Company to make future payments in respect of overage, clawback, deferred consideration or other payments of a similar nature in relation to the Property?	
Adverse Rights 8. Please confirm that the Company has inspected the Property no earlier than [] and so far as it is aware no-one is in adverse possession of the Property nor has acquired or is acquiring any rights adversely affecting the Property. [Note: The inspection must be no more than 20 working days before the date of the Certificate.]	
Title Policies 9. Please confirm that there are no insurance policies relating to any question of title or title conditions affecting the Property.	
Complaints and Disputes 10.1 Please confirm that the Company has not had occasion to make any claim or complaint in relation to any neighbouring property or its use or occupation.	
10.2 Please confirm that there are no disputes, claims, actions, demands or complaints in respect of the Property which are outstanding or expected by the Company.	

Notices 11.1 Please confirm that no notices materially affecting the Property or any of the benefits in the Benefits Schedule have been given or received.	
11.2 Please confirm that no common repairs have been agreed by the owners of any building or estate of which the Property forms part or are otherwise in prospect and that there are no common repairs in respect of which a notice of potential liability for costs has been served.	
Development 14. Is the Company aware of any development which has been carried out in relation to the Property which is unlawful or which has been carried out without any necessary consents and permissions being obtained and complied with or that any enforcement proceedings under the Town & Country Planning Legislation have been commenced or notices served and is the Company aware that any such proceedings or notices have been proposed?	
Validity of Permissions 15. Please confirm that no planning permissions affecting the Property are the subject of an existing challenge as to their validity.	
Conditions 16.1 Please confirm that all planning permissions affecting the Property are either unconditional or subject only to conditions which have been satisfied or, in the case of continuing conditions, that are being complied with, and that the Company knows of no reason why such conditions should not continue to be so complied with.	
16.2 Is the Company aware of any unusual or onerous conditions attaching to any planning permissions affecting the Property or any conditions or limitations making such permissions temporary or personal?	

Pending Applications 17. Please confirm that there is no application for planning permission in respect of the Property which is awaiting determination and no planning decision or deemed refusal which is subject to appeal.	
Planning Agreements 18.1 Is the Company required to enter into any planning agreement or obligation or make any planning contribution under the Public Health (Scotland) Acts, sections 3A, 8, 16A or 37 of the Sewerage (Scotland) Act 1968, section 50 of the Town & Country Planning (Scotland) Act 1972, sections 16 or 48 of the Roads (Scotland) Act 1984, section 75 of the Town and Country Planning (Scotland) Act 1997, section 3 of the Local Government (Development and Finance) (Scotland) Act 1964, sections 69, 70 or 73 of the Local Government (Scotland) Act 1973 (as amended by the Local Government etc. (Scotland) Act 1994) or any provision in legislation of a similar nature?	
18.2 If there is any such agreement, have all obligations under such agreement been complied with to date so far as the Company is aware and can the Company confirm that no notice of breach has been received and that no material obligations remain to be performed?	
Listed Buildings etc. 19. Please confirm that none of the buildings or other structures or erections on the Property has been listed nor has the relevant local authority served or authorised the service of any building preservation notices or repairs notices affecting the Property.	
Ancient Monuments 20. Is the Company aware that the Property is within an area of archaeological importance or any building or erection on the Property is a scheduled monument?	

Compulsory Acquisition 21. Is the Company aware of any resolution, proposal, order or act made or contemplated for the compulsory acquisition of the Property or any private access to it by the local or any other authority?	
Statutory Requirements 22. Is the Company aware of any outstanding order, notice or other requirement of any local or other authority which affects the Existing Use or which involves expenditure in compliance with it or of any circumstances which may result in any such order or notice being made or served?	
Statutory Compliance 23. Has the Company received notice of any breach of the requirements of any current statutes, previous legislation or any regulations, orders, notices or directions made or issued thereunder affecting the Property and is the Company aware of any material breach of the requirements of any such statutes, legislation etc.?	
Fire Regulations 24. Has the Company complied, and is it currently complying, in all material respects with current fire regulations in respect of the Property so far as the Company is aware?	
Environmental Matters 25.1 Has the Company received, or is it aware of any relevant permits, written notices or notifications, or does it hold any permits under, the Explosives Act 1875, the Sewerage (Scotland) Act 1968, the Control of Pollution Act 1974, the Health & Safety at Work etc. Act 1974, the Environmental Protection Act 1990, the Radioactive Substances Act 1993, the Environment Act 1995, the Planning (Hazardous Substances) (Scotland) Act 1997, the Pollution Prevention and Control (Scotland) Regulations 2000, the Control of Asbestos Regulations 2012 or the Landfill (Scotland) Regulations 2003 or other environmental laws?	

25.2	Is the Company aware of the need for any permits under environmental laws in respect of the Existing Use of the Property?	
25.3	Has the Company received any written notices under any environmental laws?	
Construction Work and Warranties etc.		
26.	Please confirm that no buildings on the Property have been erected or extensions or major alterations carried out in the last six years, and that there are no agreements, certificates, guarantees, warranties or insurance policies which relate to the construction, repair, replacement, treatment or improvement of any building constructed on the Property.	
Outgoings		
27.	Is the Property subject to the payment of any outgoings other than rates (including water rates) and, in the case of leasehold property, sums due under the Lease, and have all such payments been made to date?	
Fixtures and Fittings		
28.	Are all fixtures and fixed plant at the Property (other than, if the Property is held on lease, landlord's fixtures or, if the Property is let, tenant's fixtures) the Company's property free from incumbrances?	

Part 3 of the Schedule – Matters affecting the Lease granted to the Company

Landlord 1. Please confirm the name and address of the current landlord of the Property.	
Payment of Rent 3. Please confirm 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.	
Rent Review 4.2.1 Please confirm that all steps in 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.	
4.2.3 Please confirm that so far as the Company is aware no building, alteration or improvement to the Property has been carried out pursuant to an obligation to the landlord.	
Side Letters and Undertakings 14. Please confirm that so far as the Company is aware no side letters, undertakings or concessions have been made by any party to the Lease.	
Breaches of Obligations 16.1 Please confirm that the Company is not aware of any subsisting material breach of the obligations or conditions contained in the Lease, whether on the part of the landlord or the tenant, or any other event of a material nature which could give rise to irritancy of the Lease.	
16.2 Please confirm that no notice alleging any breach of the obligations or conditions contained in the Lease, whether on the part of the landlord or the tenant, remains outstanding.	
16.3 Please confirm that so far as the Company is aware, no breach of obligations has been waived or acquiesced in.	

VAT 17.2 Please confirm that the landlord or a body corporate in relation to which the landlord is either a relevant associate or a relevant group member within the meaning of paragraphs 3 and 21 respectively of Schedule 10 to the Value Added Tax Act 1994 has: 17.2.1 validly exercised an option to tax or validly made an election such that an option to tax has or is deemed to have been made for the purposes of Part 1 of Schedule 10 to the Value Added Tax Act 1994 in respect of any supply of the Property by the landlord and in either case having effect in relation to the whole of the Property; 17.2.2 if necessary, validly obtained the prior written permission of HM Revenue & Customs to make the option to tax or the election (as the case may be) and, in any event, duly notified the option to tax or the election (as the case may be) to them and received written acknowledgement of the notification from them; and 17.2.3 not revoked the option to tax or the election (as the case may be) and that the option to tax or the election (as the case may be) has not been revoked or been deemed to have been revoked.	
17.4 Please confirm that the Company 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).	
Stamp Duty Land Tax 18.1 Please confirm that 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"). 18.2 Please confirm that 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 Section 80 ("adjustment where contingency ceases or consideration is ascertained") of the FA 2003 or paragraph 8 ("adjustment where rent ceases to be uncertain") of Schedule 17A to the FA 2003.	
18.3	Please confirm that so far as the Company is aware, no increase in rent payable under the Lease is likely to be regarded for the purposes of paragraph 14 ("increase of rent treated as grant of new lease: abnormal increase after fifth year") of Schedule 17A to the FA 2003 as abnormal.	

Part 4 of the Schedule – Matters affecting Leases granted by the Company

Tenant/Guarantor 1 Please confirm the names and addresses of the present tenants and any present guarantors and also the addresses to which rent demands are sent.	
Actual Occupiers 2. Please confirm the names of the actual occupiers if not the tenants.	
Payment of Rent 3. Please confirm that all rent, service charge and other payments under the leases have been paid to date and no rent has been commuted, waived or paid in advance of the due date for payment.	
Rent Reviews 4.2.1. Please confirm that all steps in rent reviews have been duly taken and no rent reviews are or should be currently under negotiation or the subject of a reference to an expert or arbitrator or the courts.	
4.2.3 Please confirm that no building, alteration or improvement has been carried out pursuant to an obligation to the landlord.	
Service Charge 10.3 Please confirm that there are no material irrecoverable items, caps or other limitations on recovery of service charge costs.	
10.4 Please confirm that there are no lettable areas of the Property that are currently unlet.	
Side Letters and Undertakings 14. Please confirm that the Company is not aware of any side letters, undertakings or concessions that have been made by any party to the leases.	
Consents 15.1. Please confirm that all consents required for the grant of the leases and any dealings with them have been obtained and placed with the title documents.	

Breaches of Obligation 17. Please confirm that the Company is not aware of any existing material breach of the obligations contained in the leases whether on the part of the landlord or the tenant, or any other event of a material nature which could give rise to irritancy or termination of the leases, that no notice alleging any breach of any obligation contained in the leases, whether on the part of the landlord or the tenant, remains outstanding and that so far as the Company is aware no breach of obligations has been waived or acquiesced in.	
VAT 18.2 Please confirm that the landlord or a body corporate in relation to which the landlord is either a relevant associate or a relevant group member within the meaning of paragraphs 3 and 21 respectively of Schedule 10 to the Value Added Tax Act 1994 has: 18.2.1 validly exercised an option to tax or validly made an election such that an option to tax has or is deemed to have been made for the purposes of Part 1 of Schedule 10 to the Value Added Tax Act 1994 in respect of any supply of the property by the Company and in either case having effect in relation to the whole of the Property 18.2.2 if necessary, validly obtained prior written permission of HM Revenue & Customs to make the option to tax or the election (as the case may be) and in any event duly notified the option to tax or the election (as the case may be) to them and received written acknowledgement of the notification from them; and 18.2.3 not revoked the option to tax or the election (as the case may be) and that the option to tax or the election (as the case may be) has not been revoked or been deemed to have been revoked.	
18.4 Please confirm that the Company 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).	

Possession 20. Is the Company aware of any subletting, parting with possession or sharing of occupation by any tenant?	
Interposed Leases 22. Please confirm that no interposed leases have been granted in respect of any part of the Property.	
Release of Guarantor 23. Please confirm that the Company is not aware that any of the leases have been varied in such a way as to render any guarantor no longer or not fully liable to comply with any of the tenants' obligations.	
Tacit Relocation 24. Please confirm that the Property is not subject to any tenancies which are being continued after the contractual expiry date.	

Benefits Schedule

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Burdens Schedule

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