DUE DILIGENCE QUESTIONNAIRE

Purchase

[PROPERTY] ("Property")
[PURCHASER] ("Purchaser")
[SELLER] ("Seller") [ ]

Introduction:

A. The purpose of this Questionnaire is to identify, at the outset, the information which we/our clients normally require to enable us to conduct the customary due diligence exercise quickly.

B. Much of the information sought will be known to the Seller but may not be readily available from other sources.

C. Please pass a copy of this Questionnaire to the Seller (and appropriate advisers - e.g. Accountants, Surveyors) for their input.

D. All replies given to this Questionnaire shall be treated as being prefaced by the words "So far as the Seller is aware".

E. This Questionnaire and the Seller's Replies are not intended to form part of any missives/contract to follow hereon save where/to the extent they are expressly incorporated in any missives/contract to follow hereon.

Reference in this Questionnaire to the Property includes reference to each and every part of it.

G. Any reference to a statute or statutory provision includes any subordinate legislation which is in force from time to time under that statute or statutory provision, and any reference to any statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment.

H Replies should specify the Question number in this Questionnaire. If you are using an electronic version of this Questionnaire the replies can be typed in the box below the typed Question.

The F11 keystroke should be used to move from Reply box to Reply box. This will highlight any text already inserted, which will be removed automatically once the date and Reply are inserted.

I In giving Replies the Seller will have to keep in mind the need to satisfy the requirements of the Data Protection Act 1998 in regard to personal data.

Purchaser's Solicitors:	**Seller's Solicitors:**
Reference: **E-Mail:** **Tel. No:** **Address:**	**Reference:** **E-Mail:** **Tel. No:** **Address:**

DX/LP No:	DX/LP No:

1. **TITLE**

Please provide:		**Date Sent:**
1.1	Full prescriptive progress of titles with writs referred to for burdens and description and a minimum 40 year legal report or, if Property is registered, either the Land Certificate or [an extract] [Registers Direct/ScotLIS plain copy] of the Title Sheet and the cadastral map	*[Insert Date]*
1.2	Certified true copy of all notices given/received under the Abolition of Feudal Tenure Etc (Scotland) Act 2000 and the Title Conditions (Scotland) Act 2003	*[Insert Date]*
1.3	Legal report (incorporating search in the register of inhibitions against the Seller for five years prior to the date of the legal report or legal continuation report)	*[Insert Date]*
1.4	Search in the register of inhibitions against any party owning the Property within the prescriptive period prior to the acquisition by the Seller for five years prior to the date of disposal by such party	*[Insert Date]*
1.5	Where title to the Property is not registered in the Land Register, searches in the register of charges and company file against all companies owning the Property within the prescriptive period brought down to 22 days after the date of disposal by such companies.	*[Insert Date]*
1.6	Search in the register of charges and company file of the Seller disclosing the directors and secretary of the Seller.	*[Insert Date]*
1.7	Draft Advance Notice	*[Insert Date]*
1.8	If: 1.8.1 the purchase will induce first registration; or 1.8.2 the title sheet following an application for first registration has yet to be created; or 1.8.3 the Property forms part of larger land which is already registered a level 3 plans report. In all other circumstances, a level 1 plans report.	*[Insert Date]*

Please provide:	**Date Sent:**
1.9 Appropriate plan for annexation to the disposition showing: 1.9.1 the extent of the Property if either this is a sale of part or a sale of unregistered land and the prior titles do not contain plans which will enable the Keeper to delineate the Property on the cadastral map; and 1.9.2 the extent of any encumbrances affecting a lesser area than the Property.	*[Insert Date]*

1.10 Are there any subsisting breaches of any title conditions or any disputes or claims affecting such conditions or the title to the Property? If so, please provide details:

Replies: *[Insert Date and Comment]*

1.11 Please provide details of:

1.11.1 any rights exercised by the Seller over adjoining premises if not disclosed in the title deeds;

1.11.2 any rights (or purported rights) exercised over the Property if not disclosed in the title deeds;

1.11.3 any public rights of way or any path order made under Section 22 of the Land Reform (Scotland) Act 2003 and provide a plan or description sufficient to delineate their route on the cadastral map; and

1.11.4 any other encumbrances (as set out in Section 9 of the Land Registration *etc* (Scotland) Act 2012) which are not disclosed in the title deeds.

Replies: *[Insert Date and Comment]*

1.12 Is the Property or any part of it held under a qualifying lease for the purposes of the Long Leases (Scotland) Act 2012?

Replies: *[Insert Date and Comment]*

1.13 If the Seller is disposing of the Property under a statutory power of sale please provide evidence of compliance with all necessary statutory procedures.

Replies: *[Insert Date and Comment]*

2. **COMMUNITY RIGHT TO BUY**

2.1 Please provide a search in the Register of Community Interest in Land from the date of creation of the Register to date confirming that there is no registered community right to buy.

Replies: *[Insert Date and Comment]*

2.2 Has any copy application, invitation to make representations or notice under the Land Reform (Scotland) Act 2003 been received or has any approach been made by any community body seeking to purchase all or any part of the Property?

Replies: *[Insert Date and Comment]*

2.3 Has any notice been affixed to the Property or any part of it in terms of the Land Reform (Scotland) Act 2003 or is the Seller aware of any notices being published in the local press under the Land Reform (Scotland) Act 2003 which affect the Property?

Replies: *[Insert Date and Comment]*

2.4 Is the Seller aware of any interest in the community which might result in a community right to buy affecting the Property being registered?

Replies: *[Insert Date and Comment]*

3. COMMON GOOD LAND

3.1 Please confirm that the Property does not now form, and has not in the past formed, part of Common Good land.

Replies: *[Insert Date and Comment]*

3.2 If the Property or any part of it is Common Good land, please exhibit evidence that the local community council and any relevant community body have been properly consulted in terms of Section 104 of the Community Empowerment (Scotland) Act 2015.

Replies: *[Insert Date and Comment]*

4. MOVEABLES

4.1 Please provide details of:

4.1.1 any plant, fixtures, fittings, signage etc which the Seller intends to remove from the Property; and

Replies: *[Insert Date and Comment]*

4.1.2 any floor coverings or other moveables which will be left in the Property with confirmation that they belong to the Seller free of any claims by any other party.

Replies: *[Insert Date and Comment]*

5. **PUBLIC UTILITIES**

5.1 Please complete the following table in respect of utilities and services connected to or serving the Property and please supply a copy of any service/supply contracts held by the Seller:

Utility	Connected to Property?	Copy supply contract sent?	Supplier's name and address
Electricity			
Gas			
Water			
Sewerage/ Drainage			
Telephone			
Cable/ satellite			
Other (please specify			

5.2 Please mark on a suitable plan the connection point with each of the public utility systems. If the route which the connecting media takes crosses any land outwith the Property or an adopted highway please supply a copy of the agreements authorising the use of this route.

Date plan and copy documents sent: *[Insert Date]*

5.3 In relation to the electricity supply to the Property, is any meter a half-hourly meter settled on the half-hourly market?

Replies: *[Insert Date and Comment]*

5.4 Is the water supply metered?

Replies: *[Insert Date and Comment]*

6. **POST CODE**

Please give the post code(s) for the Property.

Replies: *[Insert Date and Comment]*

7. **PLANNING etc**

7.1 In relation to the current and authorised use of the Property and all works on it please provide:

	Item:	**Date Sent:**
7.1.1	Original planning permissions and docquetted plans	*[Insert Date]*

	Item:	Date Sent:
7.1.2	Original building warrants and completion certificates or notices of acceptance of completion certificates as appropriate with docquetted plans	*[Insert Date]*
7.1.3	Original road construction consents and plans	*[Insert Date]*
7.1.4	Letter from the planning authority confirming that the planning conditions have been satisfied	*[Insert Date]*
7.1.5	Applications for and consents granted for advertisements, signage or identification boards	*[Insert Date]*
7.1.6	If available in connection with works carried out within last 5 years please provide a copy of the application in respect of the above matters and all amending letters	*[Insert Date]*

7.2 If not covered by the above, please exhibit evidence substantiating current authorised planning use.

Replies: *[Insert Date and Comment]*

7.3 Are there any subsisting breaches of planning law affecting the Property or, in the context of planning law, any actual or threatened claims/enforcement action? If so please provide details.

Replies: *[Insert Date and Comment]*

7.4 Please confirm that Property is not affected by any Planning Agreement under Section 75 of the Town and Country Planning (Scotland) Act 1997 (or the 1972 Act equivalent).

Replies: *[Insert Date and Comment]*

7.5 Please confirm location of Health and Safety file for the Property, that it is complete and up to date, that it can be inspected by or on behalf of the Purchaser.

Replies: *[Insert Date and Comment]*

8. **FIRE REGULATIONS**

8.1 In this enquiry, references to the "**fire regulations**" are to the Fire (Scotland) Act 2005 and any regulations made under it including the Fire Safety (Scotland) Regulations 2006.

8.1.1 Has the Seller or (to the Seller's knowledge) any other person carried out a fire risk assessment under the fire regulations in respect of the Property? If so, please

provide a certified true copy of it and of the fire safety records for the Property or let us know where they can be inspected.

8.1.2 Where the Property comprises part of a building, do you have copies of any fire risk assessment under the fire regulations in respect of any other premises within the building? If so, please provide a certified true copy of it or let us know where it can be inspected.

8.1.3 Please provide details of any steps taken in relation to the Property to co-operate with any other people and to co-ordinate measures relating to means of escape in order to comply with the fire regulations.

8.1.4 If there are any insurance requirements in relation to fire safety at the Property, please give us details and confirm that the requirements have been complied with.

8.1.5 Please provide copies of any enforcement notice, prohibition notice or alterations notice served by the enforcing authority under the fire regulations in respect of the Property.

8.1.6 Are you aware of any circumstances that might lead to the service of an enforcement notice, prohibition notice or alterations notice in respect of the Property under the fire regulations?

Replies: *[Insert Date and Comment]*

8.2 What is the present means of escape from the Property in case of emergency? If the route crosses any land outwith the Property or an adopted highway, please supply a copy of all agreements authorising that means of escape and confirm that there are no outstanding breaches or disputes relating to it.

Replies: *[Insert Date and Comment]*

9. **PROPERTY ENQUIRIES**

	Please provide:	**Date Sent:**
9.1	Local Authority Property Enquiry Certificate including road and water enquiries (the Roads Report to include a coloured plan illustrating the extent of the adopted road, i.e. does it include verges, extent of adopted pavement and any turnings into the Property from the road)	*[Insert Date]*
9.2	Coal Authority Report if required in accordance with the Law Society Guidance Notes	*[Insert Date]*

10. **COMPLIANCE WITH STATUTE**

10.1 Are there any subsisting breaches of any statutory requirements affecting the Property or its current use(s) (including without limitation Building Control, Sewerage (Scotland) Act and Licensing requirements) or, in the context of any such requirements, any actual or threatened claims/enforcement action? If so, please provide details.

Replies: *[Insert Date and Comment]*

10.2 Are there any licences or other consents required for the current use of the Property (including without limitation liquor licences)? If so please provide copies.

Replies: *[Insert Date and Comment]*

10.3 Please exhibit the most recent inspection report for any air conditioning system in the Property and confirm that the original of that inspection report will be delivered at completion.

Replies: *[Insert Date and Comment]*

11. **REPORTS etc**

Please provide a copy of all Site Investigation Reports, Environmental Reports etc obtained by the Seller in respect of *inter alia* the Property.

Replies: *[Insert Date and Comment]*

12. **WORKS/ALTERATIONS etc**

12.1 Please confirm whether any works (other than tenant fit-out and routine maintenance works) have been carried out at or relating to the Property during the last 12 years.

Replies: *[Insert Date and Comment]*

Note: If so, please reply to Questions in the attached Annexe 4: Construction.

12.2 Please provide full details of:

12.2.1 any common repairs which have been agreed by the owners of the building of which the Property forms part or which are otherwise in prospect; and

12.2.2 any common repairs in respect of which a notice of potential liability for costs has been, or is to be, registered.

Replies: *[Insert Date and Comment]*

13. **RATES AND OTHER OUTGOINGS**

13.1 What is the rateable value of the Property?

Replies: *[Insert Date and Comment]*

13.2 Please exhibit the latest Rates Demand Notice(s) for the Property.

Replies: *[Insert Date and Comment]*

13.3 Please confirm that the Property is not assessed as part of other premises but, if so, please give details.

Replies: *[Insert Date and Comment]*

13.4 Please provide copies of all communications received/issued in connection with:

13.4.1 the latest rating revaluation and any returns made; and

13.4.2 any proposal or pending appeal.

Replies: *[Insert Date and Comment]*

13.5 Please give details of:

13.5.1 any works carried out to, or any change of use of, the Property which may cause the rateable value to be revised and

13.5.2 any application made for revision.

Replies: *[Insert Date and Comment]*

13.6 Has the Seller (or occupant) made or does it intend to make any claim for void period allowance or for exemption from liability for business rates? If so, please give details.

Replies: *[Insert Date and Comment]*

13.7 Except where apparent from the title deeds, please give details of all outgoings (other than rates) payable by the owner or occupier of the Property.

Replies: *[Insert Date and Comment]*

14. INSURANCE

14.1 Please provide full details of the Seller's existing insurances over the Property including:

14.1.1 the identity of the Insurers;

Replies: *[Insert Date and Comment]*

14.1.2 the policy number(s), renewal date and evidence that the insurance is in force; and

Replies: *[Insert Date and Comment]*

14.1.3 sums insured and policy conditions including amount of cover and excesses and arrangements for terrorism cover.

Replies: *[Insert Date and Comment]*

14.2 Are there any outstanding insurance claims? If so, please provide details.

Replies: *[Insert Date and Comment]*

14.3 Please confirm that, during the last 5 years (or if shorter the period of the Seller's ownership), insurance of the Property has not been turned down by any Insurers or agreed to be provided only on special terms and/or rates which are significantly more onerous than then market terms/rates for similar properties.

Replies: *[Insert Date and Comment]*

15. VAT TREATMENT

Leaving aside any question as to whether the proposed sale will be a TOGC, how does the Seller consider that the sale will be treated for VAT purposes? Please provide reasons:

(a) standard-rated (in whole or in part);

(b) exempt;

(c) zero-rated; or

(d) outside the scope of VAT?

Replies: *[Insert Date and Comment]*

Note: If (a) above applies, please also reply to Questions in the attached Annexe 1: VAT.

16. **CAPITAL ALLOWANCES**

Are there any items of plant or machinery or industrial, scientific research or hotel buildings forming part of the Property on which Capital Allowances could be claimed by the Purchaser as the owner of the Property? If so, please provide contact details for either:

16.1 the individual in the Seller's organisation who can provide our client with information regarding Capital Allowances for the Property, or

16.2 the Seller's Capital Allowances advisers

and confirm that our clients may make contact with them to obtain information regarding Capital Allowances for the Property.

Replies: *[Insert Date and Comment]*

17. **ENVIRONMENTAL**

"**Environmental Law**" means all legislation, including all directives, rules, regulations and orders thereunder, binding in Scotland from time to time, relative to environmental protection, pollution, contamination, waste and related matters.

17.1 What (if any) authorisations/permits/consents are required under Environmental Law for activities currently carried out at the Property, including the storage of materials, water abstraction, discharges to sewers or controlled waters and the management of waste?

Replies: *[Insert Date and Comment]*

17.2 Please supply a copy of all (if any) authorisations/permits given in relation to the Property under Environmental Law.

Replies: *[Insert Date and Comment]*

17.3 Please give details of past and present uses of the Property and of activities carried out there, including the location of any known deposits of waste, chemical storage areas, existing or former storage tanks (whether below or above ground) and any parts which are landfill.

Replies: *[Insert Date and Comment]*

17.4 Please provide full details of any notices, legal proceedings, disputes or complaints under Environmental Law or otherwise relating to real or perceived environmental problems which affect the Property, including any communications relating to the actual or possible presence of contamination at or near the Property.

Replies: *[Insert Date and Comment]*

17.5 Supplemental to 17.4, please confirm whether the Property is listed, or is proposed to be listed, by the relevant local authority on any contaminated Land Register maintained under Section 78R of the Environmental Protection Act 1990.

Replies: *[Insert Date and Comment]*

17.6 Please provide full details of how any forms of waste and effluent from the Property are disposed of, including copies of any relevant consents, agreements and correspondence.

Replies: *[Insert Date and Comment]*

17.7 Please give details of any actual, alleged or potential breaches of Environmental Law and any other environmental problems relating to:

(a) the Property; or

(b) land in the vicinity of the Property,

that may adversely affect the Property, its use or enjoyment or give rise to any material liability or expenditure on the part of the owner or occupier of the Property.

Replies: *[Insert Date and Comment]*

17.8 Please provide copies of any current insurance policies that specifically provide cover in relation to contamination or other environmental problems affecting the Property. If such insurance cover has at any time been applied for and refused, please provide full details.

Replies: *[Insert Date and Comment]*

17.9 If the Property, or any part of it, is a Site of Special Scientific Interest please provide an up-to-date Search in the Register of Sites of Special Scientific Interest.

Replies: *[Insert Date and Comment]*

18. MANAGEMENT/MAINTENANCE/SERVICE CONTRACTS

18.1 Please provide a full copy of all management etc contracts for examination. The Purchaser may want to take them over; if not, Seller to be responsible for cancellation at its own cost.

Replies: *[Insert Date and Comment]*

18.2 In so far as not disclosed in contracts exhibited under (a), please provide details of all current contract payments and payment dates.

Replies: *[Insert Date and Comment]*

19. STAFF/TUPE

19.1 Is there any individual (a) employed by the Seller at the Property, (b) working in or at the Property, or (c) whose employment is otherwise connected to the Property to whom the provisions of the Transfer of Undertaking (Protection of Employment) Regulations 2006 may apply in relation to the sale to the Purchaser?

Replies: *[Insert Date and Comment]*

19.2 Are there any individuals who are not employees of the Seller who provide services at, in, to or in respect of the Property to whom such Regulations may apply in relation to the sale to the Purchaser?

Replies: *[Insert Date and Comment]*

Note: If the reply to either 19.1 or 19.2 is in the affirmative, please also reply to Enquiries in the attached Annexe 2: Staff/TUPE.

20. **LETTING**

20.1 Is the Property subject to any leases or other occupational rights? If the Property is subject to any leases, are any of them qualifying leases for the purposes of the Long Leases (Scotland) Act 2012?

Replies: *[Insert Date and Comment]*

Note: If the reply to 20.1 is in the affirmative, please also reply to the Questions in the attached Annexe 3: Current Tenancies.

20.2 If any of the leases referred to in your reply to 20.1 are agricultural leases governed by the Agricultural Holdings (Scotland) Act 1991 please confirm that the tenant in respect of each agricultural lease has not registered a Notice of Interest in the Register of Community Interests in Land and provide a search in the Agricultural Tenant's Interest section of the Register of Community Interests in land from the date of creation of the Register to date confirming the position.

Replies: *[Insert Date and Comment]*

21. **STAMP DUTY LAND TAX/LAND AND BUILDINGS TRANSACTION TAX**

21.1 Has the Seller made any application to defer the payment of Stamp Duty Land Tax or Land and Buildings Transaction Tax on any contingent, uncertain or unascertained consideration and is the Seller seeking an indemnity from the Purchaser in respect of the deferred payment?

Replies: *[Insert Date and Comment]*

If the answer to 21.1 is Yes please answer questions 21.2 - 21.6 below. If the answer is No, please continue to question 22.

21.2 Please provide (a) a copy of the original land transaction return made to HM Revenue & Customs and a copy of the certificate issued by HM Revenue & Customs certifying that the transaction was notified to them or (b) a copy of the Land and Buildings Transaction Tax return made to Revenue Scotland and a copy of the confirmation of receipt of it from Revenue Scotland.

Replies: *[Insert Date and Comment]*

21.3 Please provide a copy of all correspondence with HM Revenue & Customs or Revenue Scotland regarding the application to defer the payment of Stamp Duty Land Tax or Land and Buildings Transaction Tax.

Replies: *[Insert Date and Comment]*

21.4 What is the amount of Stamp Duty Land Tax or Land and Buildings Transaction Tax on which payment has been deferred?

Replies: *[Insert Date and Comment]*

21.5 When does the period of deferral end?

Replies: *[Insert Date and Comment]*

21.6 Has any event occurred that quantifies the amount of the contingent, uncertain or unascertained consideration that would impose an obligation on you to make a further land transaction return to HM Revenue & Customs or make a further return of Land and Buildings Transaction Tax to Revenue Scotland?

Replies: *[Insert Date and Comment]*

22. ASBESTOS

22.1 Please supply a copy of the most recent survey or assessment carried out in relation to the Property for the purposes of complying with regulation 4 of the Control of Asbestos Regulations 2012 or advise when and where it can be inspected.

Replies: *[Insert Date and Comment]*

22.2 Please supply a copy of the written plan and any other records prepared for managing asbestos in the Property or in any premises of which the Property forms part or advise when and where it can be inspected.

Replies: *[Insert Date and Comment]*

23. ENERGY

23.1 Energy Performance

23.1.1 Is the Property one to which the requirements of The Assessment of Energy Performance of Non-Domestic Buildings (Scotland) Regulations 2016 ("**AER Regulations**") apply?

Replies: *[Insert Date and Comment]*

23.1.2 If the AER Regulations apply, please:

(a) provide a copy of the action plan.

Replies: *[Insert Date and Comment]*

(b) advise what works have been carried out to the Property since the action plan was issued and provide supporting evidence; and

Replies: *[Insert Date and Comment]*

(c) advise whether operational ratings measures are being implemented in respect of the Property and, if so, whether these have been implemented continuously since the issue of the action plan, providing evidence of this including copies of all display energy certificates.

Replies: *[Insert Date and Comment]*

23.1.3 Please exhibit a copy of a valid current Energy Performance Certificate for the Property and confirm the location within the Property of the original.

Replies: *[Insert Date and Comment]*

23.2 Green Deal

Please confirm that the Property is not subject to a green deal plan as defined in Section 1 of the Energy Act 2011.

Replies: *[Insert Date and Comment]*

24. **MISCELLANEOUS**

Please confirm who (in addition to its solicitors) the Seller consulted in relation to preparing replies to this Questionnaire.

Replies: *[Insert Date and Comment]*

DUE DILIGENCE QUESTIONNAIRE: ANNEXE 1: VAT

[PROPERTY]

[PURCHASER]

Note: If Question 15(a) applies, please answer the following enquiries:

1. **Registration Certificate and beneficiary**

24.1 Please provide a Certified True Copy of the Seller's VAT Registration Certificate.

Replies: *[Insert Date and Comment]*

24.2 Please confirm that the Seller is the person entitled to the benefit of the price for the sale of the Property.

Replies: *[Insert Date and Comment]*

25. Option to Tax/Real Estate Election

Has the Seller (or any other person) exercised an option to tax in respect of the Property or made a real estate election by virtue of which the sale of the Property to the Purchaser will comprise a taxable supply for VAT purposes (or would comprise such a supply if the sale did not constitute a transfer of a business as a going concern)? If so, please:

25.1 supply a copy of the document evidencing the option or real estate election together with the notice of option or the real estate election given to HM Revenue & Customs and any relevant notices and correspondence (including (i) HM Revenue & Customs' acknowledgement and (ii) any HM Revenue & Customs' permission for the option or where relevant, details of any automatic permission relied on, and provide confirmation that any conditions for such permission have been satisfied); and

Replies: *[Insert Date and Comment]*

25.2 confirm that the option is still effective and has not been disapplied or rendered ineffective for any reason and will not be revoked by the Seller (or such other person referred to above who exercised the option) or (where a real estate election has been made) confirm that there are no circumstances in which the Commissioners of HM Revenue & Customs are entitled to revoke the real estate election.

Replies: *[Insert Date and Comment]*

26. **Standard Rated Supplies: New Build etc**

Have any new buildings been erected or any alterations/refurbishment/fit-out costing +£250k been carried out at the Seller's (or any member of its VAT Group's) expense (including

payment/rent concessions to Tenants as consideration for the works) in the last 3 years? If so, please provide details including the date of each relevant Certificate of Practical Completion, the date on which each part of the works was fully occupied and whether any works are not yet complete.

Replies: *[Insert Date and Comment]*

27. **Mixed Supplies:**

If the sale is likely to involve both either standard rated and exempt supplies or standard rated and zero rated supplies (for example, both buildings (exempt) and furnishings or other moveables (standard rated) are being sold), how is it proposed to allocate the price to establish the non-VATable element?

Replies: *[Insert Date and Comment]*

28. Transfer of a business as a going concern ("TOGC")

28.1 If the Transaction will be standard rated, could it be treated as a TOGC and so be taken outside the scope of VAT? Please provide reasons.

Replies: *[Insert Date and Comment]*

Note: If the Seller's answer is yes, please answer Questions 5.2 - 5.3 below.

28.2 Are there any factors of which the Seller is aware (other than those solely within the Purchaser's control) that may affect the availability of this treatment?

Replies: *[Insert Date and Comment - e.g. Tenants being in same VAT Group as Seller]*

28.3 Is the Property a Capital Goods Scheme item? If so, and if the period of adjustment has not yet expired, please supply the following:

28.3.1 the start date of the adjustment period and of any intervals which have started or will start before completion of the Transaction;

Replies: *[Insert Date and Comment]*

28.3.2 the total input tax attributable to the Property (whether or not recoverable) which is subject to adjustment in accordance with the Capital Goods Scheme and the amount of that input tax which has been recovered by the Seller, or by anyone previously responsible for making adjustments during the current period of adjustment;

Replies: *[Insert Date and Comment]*

28.3.3 details of any adjustment/repayment of the input tax recovered in relation to the Property by the Seller or anyone previously responsible for making adjustments; and

Replies: *[Insert Date and Comment]*

28.3.4 in addition to the above, for retention a full copy (duly certified as a true copy) of the Seller's Capital Goods Scheme records relating to the Property.

Replies: *[Insert Date and Comment]*

DUE DILIGENCE QUESTIONNAIRE: ANNEXE 2: STAFF/TUPE

[PROPERTY]

[PURCHASER]

Note: Please answer the following if the answer to Question 19.1 or 19.2 above was affirmative:

1. **Employees**

In respect of all such individuals referred to in Question 19.1 and 19.2 above, please provide details of:

28.4 all contractual and non-contractual terms and conditions of employment (whether written, verbal or otherwise) of all such employees including any service occupancy agreements for resident employees, standard form contracts of employment (if any) and any other documents, collective agreements, booklets relating to sickness and disability schemes, staff handbooks, policies, disciplinary and grievance procedures, job evaluation schemes, and, where relevant, together with details as to which terms and conditions relate to which employee and which are contractual and which are not;

Replies: *[Insert Date and Comment]*

28.5 the numbers and job description of such employees together with details of their job title, date of commencement of continuous service for the purposes of Sections 55 and 108 of the Employment Rights Act 1996, notice period, remuneration (indicating whether overtime is contractual or voluntary), holiday entitlement, entitlement to commissions or bonuses, share incentive or profit sharing arrangements, share options and all other benefits (in each case whether contractual or otherwise specifying which are contractual and which are not);

Replies: *[Insert Date and Comment]*

28.6 any pay review and any negotiations currently in progress or due in the next 6 months, and of any changes to terms and conditions of employment made in relation to any such employees in the last 12 months;

Replies: *[Insert Date and Comment]*

28.7 those who are currently off sick and have been absent for more than 3 months, and all employees who have been absent from work through ill health for 3 months or more in the last 12 months;

Replies: *[Insert Date and Comment]*

28.8 those currently on maternity/parental leave, study leave or other approved leave of absence or seconded by the Seller or whose contract of employment has been suspended and in each case expected dates of return to work with the Seller;

Replies: *[Insert Date and Comment]*

28.9 all individuals working on training, work experience or similar schemes;

Replies: *[Insert Date and Comment]*

28.10 all consultancy agreements of self-employed personnel;

Replies: *[Insert Date and Comment]*

28.11 those engaged on a homeworking, "casual" or temporary basis including length of time working for the Seller and arrangements or practices on which they are engaged;

Replies: *[Insert Date and Comment]*

28.12 those acquired by the Seller (or other employer of such employees, as applicable) under a TUPE transfer within the last 12 months and any changes made to their terms and conditions of employment made after the transfer, or before it in each case in connection with it;

Replies: *[Insert Date and Comment]*

28.13 identity of any bargaining unit either agreed or in the process of negotiation and the levels of membership of trade unions in any bargaining unit and throughout the workforce;

Replies: *[Insert Date and Comment]*

28.14 any trade union recognised by the Seller (or other employer of such employees), giving the names of representatives, the position held and how long the position has been held, the date and details of the recognition agreement, with brief details of current and historic labour relations, including but not limited to a summary of all official disputes in the past five years including the causes of such disputes, the settlements reached, the categories of employees and the trade union involved, the number of man days lost and all other material details concerning the disputes;

Replies: *[Insert Date and Comment]*

28.15 any application received for recognition of a trade union and details of the date received and the response of the Seller to the application;

Replies: *[Insert Date and Comment]*

28.16 any agreement (including a copy of the same), whether plant, local, national or otherwise, with any trade union or other employee representatives (including any agreement under the Information and Consultation Regulations 2004), and any procedure for the nomination or adoption of such representatives;

Replies: *[Insert Date and Comment]*

28.17 other employee representatives or employee representative organisations such as works councils with the names of representatives, the position held and how long the position has been held in each case;

Replies: *[Insert Date and Comment]*

28.18 all disputes with any employee or employee representatives and any other matter which might give rise to such a dispute;

Replies: *[Insert Date and Comment]*

28.19 all litigation threatened or pending against the Seller, including any court, employment tribunal or arbitration claims (including arbitration claims for unfair dismissal before ACAS) or any matters that might give rise to such litigation;

Replies: *[Insert Date and Comment]*

28.20 all court judgements or current employment tribunal awards in respect of any employee dispute;

Replies: *[Insert Date and Comment]*

28.21 the Seller's (or other employer of such employees, as applicable) health and safety policy, details of its existing safety representatives/safety committees and consultative arrangements, and details of any health and safety/personal injury claims in the last five years, details of any prohibition or improvement notices or adverse visits by the factory inspector, in each case in relation to the Property;

Replies: *[Insert Date and Comment]*

28.22 all enquiries, correspondence or contact between the Seller and the Commission for Racial Equality, the Equal Opportunities Commission, the Health and Safety inspector or any other statutory body or regulator concerning employees;

Replies: *[Insert Date and Comment]*

28.23 reasons for any dismissals in the last two years which are connected with this or any other actual or attempted transfer/sale of the Property;

Replies: *[Insert Date and Comment]*

28.24 the methods by which the Seller monitors the working time and rest periods of employees, both in general and in relation to the Working Time Regulations 1998 (48 hour working week);

Replies: *[Insert Date and Comment]*

28.25 records of working time as required to be kept by the Working Time Regulations 1998 covering the period of the last 12 months;

Replies: *[Insert Date and Comment]*

28.26 those who have, or have expressed a desire to opt-out of the weekly working limit set out in the Working Time Regulations 1998 and copies of any individual agreements by which those employees have opted out of the provisions of Regulation 4 of the Working Time Regulations 1998 and copies of any collective or workforce agreements by which any other provisions of the Working Time Regulations 1998 have been varied or disapplied in connection with employees of the Business; and

Replies: *[Insert Date and Comment]*

28.27 any employees treated by the Seller as falling within Regulation 20 of the Working Time Regulations 1998.

Replies: *[Insert Date and Comment]*

28.28 any employees made redundant or dismissed within the previous 12 months and details of any compensation or payment on termination of employment agreed to be paid to any ex-director or ex-employee any part of which is still outstanding or not paid or which has been paid within the previous 12 months.

Replies: *[Insert Date and Comment]*

29. **Equality Act 2010**

Please provide details of all employees and all individuals who provide services, in each case at, in or in respect of the Property who are disabled within the terms of the Equality Act 2010 or who suffer from a long term illness or physical or mental impairment which affects or may affect their ability to do their work, and full details of the disability, illness or impairment in question.

Replies: *[Insert Date and Comment]*

DUE DILIGENCE QUESTIONNAIRE: ANNEXE 3: CURRENT TENANCIES

[PROPERTY]

[PURCHASER]

Note: Please answer the following if the answer to Question 20 above was affirmative. Where there is more than one letting, identify the individual unit(s), by separate headings, where the reply relates to a specific unit or units.

1. **Letting Documents**

29.1 Please provide originals or extracts of all letting documents, including the lease(s) with coloured plans (originals or certified true copies) and any back letters, guarantees, rent deposit agreements, licences, letters of consent, exclusivity or solus trading arrangements, copy standard securities or other charges granted by the tenants and notified to the landlord with all related documentation and notices, all other notices by or to the landlord under the letting documents (originals or certified true copies), subleases, assignations, management regulations, copy collateral warranties granted to the tenants and any other letting documentation ("**Letting Documents**").

If any obligations remain outstanding under the original agreement for lease or missives for any of the tenancies please provide the original agreement for lease or missives.

Replies: *[Insert Date and Comment]*

29.2 Please provide an inventory(ies) of the Letting Documents for each tenancy.

Replies: *[Insert Date and Comment]*

29.3 Where applicable please also provide, in electronic format, copies of all current management documentation, including the pro-forma lease, licences and other documents used in connection with the letting of the Property.

Replies: *[Insert Date and Comment]*

29.4 Are there any informal arrangements with any tenant which are not disclosed by the deeds listed in the Inventory(ies) of Letting Documents?

Replies: *[Insert Date and Comment]*

30. **Landlord's Consents**

Please give details of any applications for consent by any tenants that:

30.1 have been made and are currently being considered;`

Replies: *[Insert Date and Comment]*

30.2 have been made but since withdrawn within the last year; or

Replies: *[Insert Date and Comment]*

30.3 have been refused within the last year.

Replies: *[Insert Date and Comment]*

31. **Rent and Other Payments and Rent Review**

31.1 Please provide details of each tenant's current rent billing address.

Replies: *[Insert Date and Comment]*

31.2 Please provide details of any particular requirements or addresses for the service of formal notices on the tenants which are not apparent from the Letting Documents.

Replies: *[Insert Date and Comment]*

31.3 Please provide documentary details of all Banker's Order or Direct Debit arrangements which are in place etc for every tenancy.

Replies: *[Insert Date and Comment]*

31.4 If there are any turnover rents, please provide relevant accounts and details of sums payable over last 3 years.

Replies: *[Insert Date and Comment]*

31.5 Except where apparent from the Letting Documents supplied, please give details of any rent concessions, deferments, abatements, reverse premiums and other inducements given to any tenants.

Replies: *[Insert Date and Comment]*

31.6 Please provide a schedule of any outstanding arrears of rent, insurance, service charge and other payments and a note of action taken/proposed in connection with such arrears.

Replies: *[Insert Date and Comment]*

31.7 Please provide a record of rent, insurance, service charge and other payments over the last three years, showing in each case the due date, the invoice date (if later) and the payment date.

Replies: *[Insert Date and Comment]*

31.8 If either of the last two rent reviews in respect of any letting have been referred to an arbitrator or expert, please provide a copy of all submissions and counter submissions and of the arbitrator's or expert's determination, and details of any stated case or other proceedings arising from any such determination.

Replies: *[Insert Date and Comment]*

31.9 In respect of any rent review that is outstanding, approaching or currently being negotiated, please provide details of all action taken and state the present position and provide copies of all notices and correspondence with the tenant and its advisers.

Replies: *[Insert Date and Comment]*

32. **Guarantees and Rent Deposits**

32.1 Please give full details of any rent deposits including information on Bank accounts and relevant amounts.

Replies: *[Insert Date and Comment]*

32.2 Please provide details of any claim made under those arrangements.

Replies: *[Insert Date and Comment]*

32.3 Have there been any disputes with or claims or communications with any guarantors over the past 5 years? If so, please provide details.

Replies: *[Insert Date and Comment]*

33. **Service Charge and Management**

33.1 What is the service charge accounting period, the quarterly payment dates and the estimated annual service charge for the current period?

Replies: *[Insert Date and Comment]*

33.2 Please give details of the annual service charge for the last three years including copies of all certificates, auditors' reports, accounts and other documents relating to its calculation and apportionment.

Replies: *[Insert Date and Comment]*

33.3 Please supply:

33.3.1 details of any sinking fund or reserve account; and

Replies: *[Insert Date and Comment]*

33.3.2 details of any planned maintenance programme and major projected expenditure.

Replies: *[Insert Date and Comment]*

33.4 With regard to the apportionment of service charge:

33.4.1 Please provide details of how the service charge costs are allocated amongst all the tenants (and others) with details of the share attributable to each tenancy.

Replies: *[Insert Date and Comment]*

33.4.2 If there has been any variation of the allocation in 5.4.1 (temporary or permanent) or if any change is contemplated, please provide details.

Replies: *[Insert Date and Comment]*

33.4.3 Please provide details of any capping or weighting provisions agreed with the tenants in so far as not disclosed in the Letting Documents.

Replies: *[Insert Date and Comment]*

33.5 Please provide details of any significant expenditure which has been incurred but has not yet been included in either the current or a previous year's accounts.

Replies: *[Insert Date and Comment]*

34. **Insurance**

34.1 Please provide details as to how the insurance costs are allocated amongst all the tenants (and others) with details of the share attributable to each tenancy.

Replies: *[Insert Date and Comment]*

34.2 If there has been any variation of the allocation in 6.1 (temporary or permanent) or if any change is contemplated, please provide details.

Replies: *[Insert Date and Comment]*

34.3 Please provide details of any capping or weighting provisions agreed with the tenants in so far as not disclosed in the Letting Documents.

Replies: *[Insert Date and Comment]*

34.4 Are there any additional insurance requirements which have been requested by any Tenants? If so please provide details.

Replies: *[Insert Date and Comment]*

35. **Termination of Tenancies**

35.1 Please provide details if any tenant has indicated formally or informally an intention to vacate.

Replies: *[Insert Date and Comment]*

35.2 Are there any negotiations for the surrender, renewal or variation of any tenancy? If so please provide details.

Replies: *[Insert Date and Comment]*

36. **Disputes, Complaints and Enforcement**

Except as already disclosed in other replies, please give details of:

36.1 any disputes or complaints in relation to the current tenancy(ies), whether or not resolved, including any issues in relation to the payment of rent, the nature and cost of the services provided and insurances effected and the allocation of such costs amongst the tenants or any of them;

Replies: *[Insert Date and Comment]*

36.2 any tenant breach or dispute over the last 5 years together with a note of the action which has been or is being taken in respect of such breach or dispute. Please include details of any waiver whether express or implied; and

Replies: *[Insert Date and Comment]*

36.3 any details known to the Seller or its advisers, of any actual or impending liquidation, receivership, administration, insolvency, etc of any tenant.

Replies: *[Insert Date and Comment]*

37. **ASBESTOS**

Please supply copies of any correspondence between the Seller and its tenants in relation to the Control of Asbestos at Work Regulations 2002, the Control of Asbestos Regulations 2006 and the Control of Asbestos Regulations 2012 together with copies of any surveys or assessments carried out by the tenants in compliance with those regulations that have been supplied to the Seller.

Replies: *[Insert Date and Comment]*

DUE DILIGENCE QUESTIONNAIRE: ANNEXE 4: CONSTRUCTION

[PROPERTY]

[PURCHASER]

Note: Please answer the following if the answer to Question 12.1 above was affirmative.

1. **GENERAL**

37.1 If any works (other than tenant fit-out and routine maintenance works) have been carried out at or relating to the Property during the last 12 years ("**Works**") please:

37.1.1 provide details of the scope, dates and value of the Works;

Replies: *[Insert Date and Comment]*

37.1.2 exhibit all procurement documentation (including without limitation all building/engineering contracts, appointment agreements, sub-contracts for any sub-contractors with design responsibility, collateral warranties in favour of the Seller, any assignations or novation agreements in relation to any documentation to be exhibited, performance / test certificates, certificates of practical completion, (and any snagging lists annexed to them), notices of completion of making good defects etc); and

Replies: *[Insert Date and Comment]*

37.1.3 confirm that no consultants, contractors or design sub-contractors have been or will be engaged in connection with the Works other than those parties for whom appointment agreements/ building contract(s)/ sub-contract(s) have been exhibited.

Replies: *[Insert Date and Comment]*

37.2 Please provide a complete set of "as built" drawings for the Works.

Replies: *[Insert Date and Comment]*

37.3 Please advise where the Health & Safety file for the Property is held and confirm that it is complete and up-to-date and that this may be inspected by or on behalf of the Purchaser.

Replies: *[Insert Date and Comment]*

37.4 Have any service or maintenance contracts been entered into in relation to the Property, and if so please exhibit these.

Replies: *[Insert Date and Comment]*

37.5 Have any tenant fit-out works been carried out at the Property? If so please provide details of the nature and extent of the works.

Replies: *[Insert Date and Comment]*

37.6 If there are occupational tenants please confirm that all collateral warranty agreements and other documentation to which the tenants are entitled have been delivered in full.

Replies: *[Insert Date and Comment]*

37.7 Please give details of any reciprocal rights which exist in relation to the Property e.g. crane oversail agreements or otherwise.

Replies: *[Insert Date and Comment]*

37.8 Please confirm whether any agreements in relation to underpinning and/or support or similar have been entered into in connection with the Works or otherwise.

Replies: *[Insert Date and Comment]*

38. RECOURSE AVAILABLE FOR PURCHASER / FUNDER

38.1 Please confirm whether fresh collateral warranties in favour of the Purchaser will be procured from the contractor and from all consultants and all sub-contractors with design responsibility employed in relation to the Works and/or whether collateral warranties in favour of the Seller from these parties will be assigned to the Purchaser.

Replies: *[Insert Date and Comment]*

38.2 Please confirm whether fresh collateral warranties in favour of the Purchaser's funder will be procured from the contractor and from all consultants and all sub-contractors with design responsibility employed in relation to the Works and/or whether any existing funder collateral warranties are available for assignation to the Purchaser's funder.

Replies: *[Insert Date and Comment]*

38.3 If the Seller is the original developer for the Works or has received an assignation of the benefit of the building contract(s) and/or appointment agreements for the Works (please provide a copy of such assignation if applicable) confirm whether the Seller will assign its rights under the building contract and appointment agreements to the Purchaser.

Replies: *[Insert Date and Comment]*

38.4 Please confirm whether the Seller has rights of recourse pursuant to any product or workmanship guarantees or similar issued in connection with the Works and/or the Property (and if so, please exhibit such guarantees etc).

Replies: *[Insert Date and Comment]*

38.5 Were any site investigation, environmental, structural or other reports carried out in connection with the Works, or otherwise during the Seller's ownership of the Property and/or in relation to which the Seller has recourse? If so, please provide us with copies of them and confirm whether collateral warranties or re-addressed reports will be available in this regard.

Replies: *[Insert Date and Comment]*

38.6 Does the Seller have any rights of recourse in relation to any tenant fit-out works, maintenance or other work carried out or contemplated at the Property in the last 12 years (including but not limited to any rights under any collateral warranties, product guarantees, surveys or reports), and will any recourse be available for these works for the Purchaser?

Replies: *[Insert Date and Comment]*

39. CURRENT STATUS OF CONSTRUCTION DOCUMENTATION EXHIBITED

39.1 Please confirm:

39.1.1 that the construction documentation exhibited comprises a complete package, and that no consultants, contractors or design sub-contractors have been or will be engaged in connection with the Works other than those parties for whom appointment agreements/ building contract(s) / sub-contract(s) have been exhibited;

Replies: *[Insert Date and Comment]*

39.1.2 that none of the construction documents that are exhibited have been amended or terminated (or the relevant contractor's or relevant consultant's employment under the construction documents determined); and

Replies: *[Insert Date and Comment]*

39.1.3 that there has been no waiver or release of the contractor's and/or the consultants' obligations and/or liabilities under the construction documents that are exhibited.

Replies: *[Insert Date and Comment]*

40. **CONTRACTOR/ CONSULTANT ENTITIES**

Please confirm whether any of the consultants or contractors for whom documentation is exhibited has transferred its business to any other entity following commencement of its services or works as part of the Works. In relation to any consultants which are partnerships, please confirm that the Seller has no reason to believe that the partners named in the documentation do not continue to be partners of these firms. Where any consultant or contractor entity has transferred its business, please confirm:

40.1 that the Seller will use all reasonable endeavours to procure that the warranties to be granted in favour of the Purchaser:

40.1.1 will be granted by the new entity;

40.1.2 will be amended to provide that the new granter accepts full responsibility for the services of the previous entity;

40.2 that the new entity will not run in defence of any claim any argument that the relevant service was carried out by another entity; and

40.3 that the new entity's PII covers the previous consultant's services etc.

Replies: *[Insert Date and Comment]*

41. **PI INSURANCE CONFIRMATION**

Please provide evidence (e.g. brokers' letters) that the contractor and consultants engaged in connection with the design and/or construction of the Works maintain the level of Professional Indemnity Insurance required in terms of their respective contracts.

Replies: *[Insert Date and Comment]*

42. **FINANCIAL/ CLAIMS / DISPUTES**

42.1 Have all retentions held under the building contracts for the construction (and if applicable, design) of the Works been released? If this is not the case, please confirm the amount of any retention(s) held.

Replies: *[Insert Date and Comment]*

42.2 Please confirm to the best of the Seller's knowledge and belief, having made due and diligent enquiry, that all monies due (or, if applicable, that will become due) to the contractor and consultants engaged in connection with the design and/or construction of the Works have been paid.

Replies: *[Insert Date and Comment]*

42.3 Are there any existing or outstanding claims, proceedings (whether adjudication, litigation or other proceedings)? If so please provide details. Please confirm that the Seller is not aware of any potential claims or proceedings.

Replies: *[Insert Date and Comment]*

42.4 To the best of the Seller's knowledge and belief are there any breaches of any of the construction documentation in relation to the Works, any agreement for lease or lease or any other contracts arising in connection with the design and/or construction of the Property (or at common law) involving the Seller, any previous owner, (if different) the original developer, the contractor and/or the consultants, or otherwise arising out of the design and/or construction of the Works? If so please provide details.

Replies: *[Insert Date and Comment]*

42.5 To the best of the Seller's knowledge and belief have any such claims and/or proceedings been settled or determined? If so please provide details.

Replies: *[Insert Date and Comment]*

42.6 Please confirm that no accounts, claims or proceedings (whether adjudication, litigation or other) have been settled in connection with:

42.6.1 the construction documents exhibited; or

42.6.2 the design;

42.6.3 and/or construction of the Works

in a manner which would adversely affect, as appropriate, the original developer's interest as employer, the Seller's interest as employer and/or heritable proprietor and/or the Purchaser's position under the warranties to be granted in its favour and/or documentation to be assigned to it and/or the Purchaser's funder's position under the warranties to be granted in its favour and/or documentation to be assigned to it.

Replies: *[Insert Date and Comment]*