



## Hazell Carr Pensions Services (HCPS) SSAS

Commercial Property – Purchase at Auction Guide

**If you require this document in another format for ease of reading, please let us know.**

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### Important Note

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This document is updated regularly. Please ensure you are referring to the latest document.

## 1. Commercial Property/Land at Auction – Overview

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### Background

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The processes of purchasing commercial property at auction and its subsequent leasing or development via a Small Self Administered Scheme (SSAS) can be complex. This guide is provided to help the Member Trustees, the Financial Adviser and other parties involved through the many stages of the property transactions.

All property transactions must satisfy HM Revenue and Customs (HMRC) and other regulatory requirements, which may vary from time to time. To do so, HCPS and our professional partners have certain requirements, which are detailed in this guide.

Please note that HCPS reserves the right to decline a transaction before completion. However, only in extreme circumstances will we not complete a transaction after an exchange of contracts (or contract acceptance by the Vendor, in Northern Ireland).

### Member Considerations

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Commercial property/land is generally viewed as a long-term investment. With this in mind, especially when a member is within 10 years of their intended retirement date, the Member Trustees must give serious consideration (and obtain suitable advice) as to whether property/land is a viable investment. As a guide, the members and their advisers should consider: -

- (a) When the members actually intend to retire.
- (b) Whether or not there is/will be sufficient liquidity in the SSAS to fund the members' intended retirement option(s).
- (c) When the members intend to uplift their benefits and purchase an annuity.
- (d) That the property/land may need to be sold to help fund the payment of a members' benefits (e.g. death/retirement benefits).

To be clear, we are not stating that commercial property should not be invested in within 10 years of a member's intended retirement date, but the above points should be fully considered.

### Understanding the property at auction process

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Unlike buying a property on the open market, once the hammer falls in the auction room, if the SSAS is the successful bidder, it will be contractually obliged to complete. If the SSAS then fails to complete the purchase, for whatever reason (other than if the seller refuses), it will almost certainly lose its deposit, which is payable immediately after the auction.

The date for completion will be set. Although it is common for this to be 28 days from the auction, this can be any period the seller chooses. So, make sure you are aware of the completion date **before** you bid.

### Due diligence prior to purchase

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A surprising number of people "buy blind" at an auction. This is very dangerous and usually completely unnecessary. It should be remembered that a common reason for putting a property in auction is because there is some defect, either physical or legal, which may make it difficult to sell on the open market.

If the Member Trustees are considering bidding for a property at an auction, have a look at the catalogue showing the properties that will be auctioned. This is normally available around 4 weeks prior to the actual auction. On finding a property that seems suitable:

- Ask to view it;
- Obtain a survey prepared by a RICS Surveyor to meet the requirements set out within our “SSAS – Surveyor’s Guide”;
- Obtain a copy of the “legal pack” from the auction house. This will contain all the title documents, a copy of the conditions that will be attached to the contract and should disclose any title defects (planning enforcement notices, boundary disputes etc) that the seller is aware of. There will usually be a fee payable for obtaining this of around £50 to £100, which the SSAS can meet.

## Our Role

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Our key role is to ensure that any transaction is acceptable to and meets HMRC and other regulatory requirements. In addition, we are here to help co-ordinate the various property transactions and assist all parties through the various stages.

Our fees in relation to property transactions are available upon request.

## Solicitors

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Please note that for property at auction, our preferred Solicitors (see Section 7) **must** be used. Another Solicitor is not acceptable.

As a very brief summary of the Solicitor’s involvement: -

1. The SSAS Solicitor will contact the auction house in advance and notifies them of the SSAS intention to bid on a particular property. Linked with this, the Solicitor confirms that if the bid is successful, payment of the deposit will be payable by telegraphic transfer on the day after the auction and the Solicitor provides an undertaking to the auction house to that effect. The bid can only proceed if the auction house agrees to this payment approach.
2. The SSAS pays the maximum permissible deposit amount plus Solicitor fees to the Solicitor’s bank account at least 1 day before the auction.
3. If the bid is successful, the Solicitor arranges payment within the agreed term. Any excess funds on deposit are returned to the SSAS.
4. The Solicitor finalises the purchase within the designated timescales.

If the maximum permissible bid (as agreed with HCPS and specified before the auction) is exceeded for the property/land, then the Member Trustees should note that they may lose the deposit and will still have to meet auction costs.

In some circumstances the Solicitor may need to attend the auction. The fees for this work can be paid by the SSAS.

## Timescales

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In relation to the purchase of commercial property at auction, there is normally a short period (circa 4 weeks) from when the intention to sell the property at auction is made public and the actual auction taking place. With this in mind, it is important that the required checks are dealt with as quickly as possible and satisfied **prior** to the auction.

## 2. Commercial Property/Land – Key Points...

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This section outlines the key points to note when investing in property under a HCPS SSAS.

### General

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- A SSAS can be used to purchase freehold or leasehold commercial property and/or land. For a leasehold property, the lease should have at least 50 years remaining at a nominal ground rent with no onerous covenants in place.
- The property will need to be surveyed and valued on various events such as purchase, rent review, benefit crystallisation and sale. Any such inspections must be by a member of the Royal Institution of Chartered Surveyors (RICS). The report should be produced in accordance with the relevant sections of the RICS appraisal and valuation manual at that time and take into account any environmental requirements that may set.
- Generally, the RICS Surveyor will be at the choice of the Member Trustees. However, there may be occasions when either a bank (e.g. for lending purposes) or HCPS (e.g. to ensure the appropriate rent is being paid) will need to instruct a Surveyor. Any costs associated with this will be met from funds held under the SSAS.
- The property must be fully insured at all times and the Member Trustees (or their advisers) are responsible for ensuring this. The insurance should be in the name of the SSAS and held on behalf of the Member Trustees as owners. HCPS' interest in the insurance policy need only be noted. The insurance should cover rebuilding costs, public liability, malicious damage, terrorism, legal expenses and 3 years loss of rental.
- In relation to a purchase, sale or a lease to a new Tenant the Member Trustees must produce an Energy Performance Certificate (EPC) (please see Section 6).
- Occasionally, a transaction may be aborted at a late stage. If so, our fees and legal fees may still be payable. Also, if a SSAS has been set up and contributions paid to meet the costs of the transaction, it cannot simply be cancelled and contributions refunded.

### Non allowable transactions under a HCPS SSAS

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- Residential property and any property outside the UK cannot be purchased.
- No fixtures or fittings within a property or on land can be purchased. Only the actual bricks and mortar or land is acceptable.
- HCPS reserves the right to refuse any proposed property transaction where we foresee significant problems or issues for the SSAS / its members by agreeing to the transaction.

### Connected Party Transactions

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- A property can be purchased, leased to and/or sold to a connected person/party (e.g. SSAS Principal Employer). This must be on an arm's length basis to satisfy HMRC legislation. Hence, the purchase price, rental amount or sale price must be supported by an independent open market valuation. If this is not satisfied, an unauthorised payment charge may be payable to HMRC.
- A property can also be purchased or sold from/to a SSAS member on an arm's length basis. However, it cannot be leased to a SSAS member (as a named individual or sole trader).
- A property can also be purchased, leased to and/or sold to an unconnected third party. These transactions do not have the same arm's length requirements.

### Ownership & Leasing

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- The Member Trustees of the SSAS will be the legal owners of the property (except Scottish property where HCPS will normally be a co-owner). This places various responsibilities upon them that must be satisfied before committing to ownership. Hence, the Member Trustees (or their advisers) must not commit the SSAS to any transaction without our specific written agreement.

- The lease in respect of any property should be for a minimum of 3 years. Where the property has a lease of over 5 years, rent reviews should take place at least every 3 years. A property can be purchased subject to an existing lease, subject to the terms of that lease being acceptable.

### **Environmental Aspects**

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- Any proposed purchase must have environmental clearance from Wilbourn Associates before HCPS can give the go-ahead. In some cases, this may involve the need for an Environmental Screening Report (ESR) to be carried out. Where this is the case, a fee is payable to Wilbourn Associates for the site visit and production of the ESR.
- Environmental matters such as the possible presence of asbestos and the property/land being contaminated can be of considerable concern to us. Any such problems must be found and dealt with prior to ownership or dealt with immediately if they are discovered once owned.

### **Solicitor Appointment**

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- HCPS' chosen Solicitors, who are Bevirs Solicitors (England & Wales), Harper Macleod (Scotland) and Shean Dickson Merrick (Northern Ireland), will carry out any legal transactions under the SSAS in relation to the property. Further details on our chosen Solicitors are provided later in this property guide.

### **Funding the Purchase**

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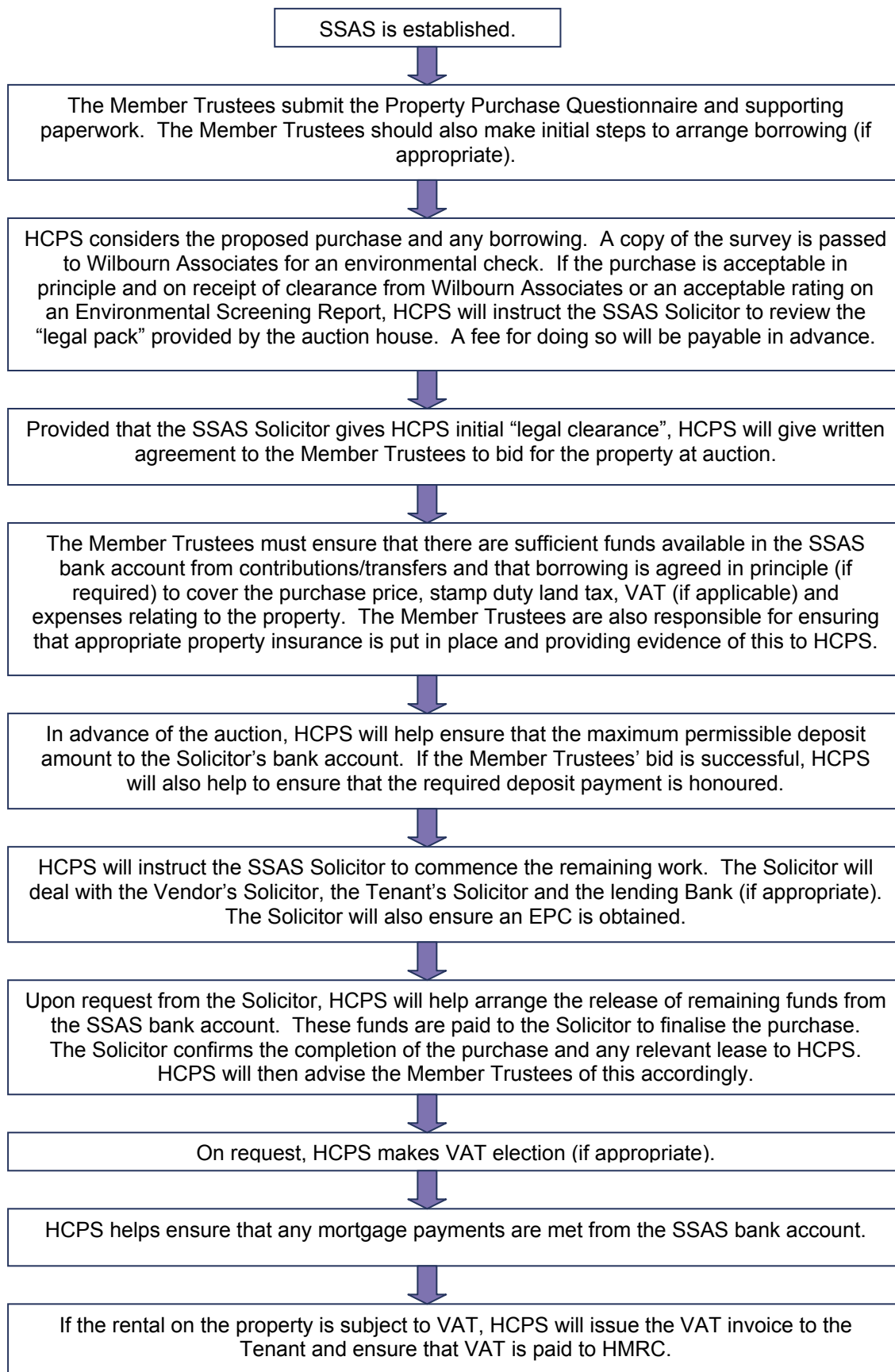
- Up to 50% of the net value of a SSAS fund can be borrowed. A VAT loan is included within this overall limit, which is set by the governing HMRC legislation. The Member Trustees must ensure that borrowing repayments can be met from liquid assets and/or rental.
- In addition to the purchase price, it is important to allow for additional costs such as stamp duty, VAT, legal costs and our fees. The Member Trustees and their advisers must ensure that there will be sufficient funds available in the SSAS bank account from contributions/transfers and borrowing (if required) to secure the purchase. In relation to contributions, there are certain annual limits that the members should discuss with their IFA and be aware of.
- A SSAS can borrow from any individual, company or financial institution. However, in practice, the lender is normally a bank or building society. In relation to our SSAS, the loan offer must be made to the Member Trustees and the lender must agree to limit any liability under the loan to the assets of the SSAS.

### **VAT**

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- The Member Trustees are allowed, if they wish, to "opt to tax" the property for VAT. HCPS are not VAT experts and the Member Trustees should consult their advisers on whether it is appropriate to "opt to tax" or not.
- If the decision is to "opt to tax", the Member Trustees or their nominated VAT agent will need to register the SSAS itself for VAT (if not already done) followed by opting to tax the property. If HCPS currently acts as VAT agent for the Member Trustees, HCPS will contact the Member Trustees with appropriate paperwork.
- If the SSAS is not VAT registered, HCPS can offer a VAT service to the Member Trustees – this includes registration of the SSAS, opting to tax property, issuing future VAT invoices to tenant and processing quarterly VAT returns.

### 3. Property/Land Auction Purchase – A Summary



## 4. Environmental Risk & Concerns

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### Overview

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Environmental law has developed rapidly. Land provides an important repository for many pollutants in their transport within the wider environment. As a result, it has become essential for those concerned with property to be aware of the impact of environmental law and the measures that need to be taken.

From April 2000, Local Authorities have been under a duty to inspect their areas to determine whether any land should be recorded as being contaminated. Every Local Authority in England, Wales and Scotland has employed contaminated land officers, who often form part of their environmental health remit to undertake these inspections.

Under the law, environmental issues can give rise to liabilities for the owners or occupiers of a property. These liabilities can be punitive in the form of fines or imprisonment and financial in relation to costs or damages for remedying the environmental problem.

### Wilbourn Associates

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Wilbourn Associates are an independent firm of Chartered Environmental Surveyors who have been appointed to protect the interests of HCPS, Member Trustees and its members.

HCPS will provide Wilbourn Associates with a copy of the Surveyor's report that is prepared in relation to any proposed purchase. Details of what this Survey must cover is provided within our "SSAS - Surveyor's Guide", which will be provided for any purchase, or is available upon request from HCPS.

For the avoidance of doubt, HCPS receives no financial incentive for using Wilbourn Associates.

### Environmental Risk

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If Wilbourn Associates believe that a potential environmental risk may exist, arising from either historic land use or the existing occupation of the site, Wilbourn Associates will recommend that an Environmental Screening Report (ESR) be carried out. Where HCPS receives this recommendation, the proposed purchase cannot be agreed until an ESR is carried out and an acceptable rating obtained.

HCPS and Wilbourn Associates have agreed a fixed fee for carrying out this work. In most cases, this is £750.00 plus VAT. This fee is applicable throughout the United Kingdom, apart from Northern Ireland, where the fee is mostly £850 plus VAT. The higher cost for Northern Ireland is due to additional disbursement costs.

In certain cases, an additional charge of £150.00 plus VAT will be required for the Environment Agency/SEPA and other environmental data. Also, where environmental studies of the property have already been undertaken and the Member Trustees would wish the information they contain to be considered and reviewed, a further additional charge of £150.00 plus VAT would be applicable.

If there is nothing within the Surveyor's report that warrants further investigation, Wilbourn Associates will confirm this to HCPS. For these cases, no fees are payable and an ESR is not required. Around one in three properties will require an ESR.

### Acceptable Level of Risk

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For cases where an ESR is required and produced, HCPS will accept a risk level of "Low Risk" or "Low to Medium Risk".

## 5. Property / Land Development

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Where the Member Trustees wish to develop or renovate property and/or land that the SSAS owns, HCPS must be fully involved. The Member Trustees must consider and follow the steps shown below: -

- Under the terms of the Pensions Act 1995, before making any investment decision the Member Trustees should obtain and consider proper advice. This advice must be in writing from someone who is qualified and experienced in both financial matters and pension scheme investments. HCPS do not require a copy of this written advice. However, HCPS will require the Member Trustees to sign a document to confirm that they have received advice as to the practical and financial viability of the proposed development. Xafinity will also require an appropriate expert to confirm that related Contracts are acceptable for them to sign.
- A Quantity Surveyor should be appointed to supervise the development on behalf of the SSAS. The Member Trustees must nominate the Quantity Surveyor that they wish to be used and provide their contact details. A contract will need to be put in place between SSAS and the Quantity Surveyor. This contract must stipulate that HCPS' liability is limited to the value of the assets of the individual SIPP
- The Member Trustees should provide HCPS and the Quantity Surveyor with details of the planned developments/ renovations. This will generally include statutory approvals (e.g. planning permissions), architectural plans, details of expected costs, the proposed start date of the developments/renovations and their expected completion date. HCPS will also need details of how the developments/ renovations will be funded by the SSAS.
- Before any work commences, the Member Trustees will also need to enter into legal agreements with the contractor. This normally takes the form of a Joint Contracts Tribunal Agreement (JCT) and must be reviewed and agreed by the appointed Quantity Surveyor. If HCPS are a named party, this contract must also stipulate that HCPS' liability is limited to the value of the assets of the individual SSAS.
- The SSAS cannot complete a residential development. The property/land must be sold by the SSAS before any certificate of habitation (or building control certificate in Northern Ireland) is applied for. Failure to sell the residential development before this is applied for is likely to lead to a significant tax charge being levied against the SSAS.
- Are the contractors, Quantity Surveyor and/or Architect that will be carrying out the work for the SSAS connected to the Member Trustees?

If so, HCPS will require copies of the quotations that have been prepared (ideally three quotes) for the work that is to be carried out. These are needed as evidence that the connected party is working on fully commercial terms. This is a HMRC requirement. If the contractor is unconnected, HCPS will not insist on quotations for the work, although it would be prudent for the Member Trustees to do so.

All of these requirements must be in place prior to HCPS giving their written consent for the developments/renovations to commence. Also, if the scheme is borrowing money to pay for developments/renovations, HCPS must confirm that the borrowing is acceptable before it can proceed. HCPS reserves the right to obtain Solicitor sign-off for all contracts before signing. In addition, all invoices must be made to the SSAS and be met by the SSAS. No other party should meet any invoices for the SSAS on the assumption that this will be reimbursed. This may not be the case.

Following the completion of the developments/renovations, the property/land must be re-valued by an independent Surveyor. The valuation should show the new open market value of the property/land and its revised rental value. Where the property/land is leased to a connected party, the new rental amount must mirror the revised open market rental valuation.

## 6. Energy Performance Certificates (EPC)

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### What is an EPC?

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An EPC provides a rating of the environmental efficiency of a commercial building, much the same as the certificates that have been given to white goods for several years now. The EPC is based on a grading scale with 'A+' being the most efficient and 'G' being the least efficient.

This is based on the energy efficiency of the building fabric, heating, ventilation, lighting and any cooling systems. The EPC must also be accompanied by a report containing recommendations for improving the energy performance of the building.

### When is an EPC required?

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The owner of a commercial building who **sells or rents** it to a new tenant must, by law, obtain an EPC and make it available to prospective purchasers or new tenants at the earliest opportunity.

Anyone building a new development must obtain an EPC before selling it. If a commercial building is for sale, an EPC must be made available to all prospective purchasers, and handed over to the new owner once the sale is completed. In the case of rented buildings, the landlord must obtain an EPC, which must be made available to prospective tenants and handed over to the new tenants. This also applies to new sub-lets.

The EPC requirement will form an integral part of the purchase/sale process for commercial property with the onus being on the vendor to obtain the certificate before completion.

### Who is responsible?

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The owner of the property (in the case of sale) or the landlord (in the case of leases) is legally responsible for the production of an EPC.

For the HCPS SSAS, the Member Trustees are responsible and must deal with satisfying the requirements.

### Who can prepare an EPC?

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An EPC can only be obtained from an accredited EPC specialist.

We have selected Wilbourn Associates as our preferred specialist, a leading practice of Chartered Environmental Surveyors to carry out this work. For an indication of the costs, please initially refer to <http://www.environmental-surveyors.com/energy-performance-certificates.htm>. The cost of preparing this will be met from SSAS funds.

## 7. HCPS' Property Partners

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### Overview

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Over the years, HCPS have developed links with various companies in relation to property transactions, which we use to streamline procedures and overall costs.

In relation to legal work, our chosen Solicitors are Bevirs Solicitors in England & Wales, Harper Macleod in Scotland and Shean Dickson Merrick in Northern Ireland. The decision to use these particular Solicitors is based on past experience of using various different Solicitors with varying knowledge of pension legislation.

In addition to this, our chosen environmental experts are Wilbourn Associates, who are widely viewed as the UK's leading practice of Chartered Environmental Surveyors that specialise in every aspect of environmental risk assessment and management.

Within this section, we will provide more details on our property partners.

## Bevirs Solicitors

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For any SSAS property transaction in England and Wales, Bevirs Solicitors will represent the Member Trustees and Xafinity.

Bevirs have a dedicated team to deal with our work. The firm has worked with various Pension Scheme Administrators over the last 14 years and its team specialises in commercial property work within pension schemes. Our main contact is Sonyia Woolnough, who is a Solicitor and Partner based at the Firm's Wootton Bassett office. Sonyia has been a Solicitor for 26 years and has specialised in commercial property for 13 years. She is also one of two Managing Partners at Bevirs and now specialises in pension scheme commercial property work.

The Firm itself is a medium sized Firm, which is well established in North Wiltshire having offices in Wootton Bassett, Swindon and Calne. Its Solicitors, Legal Executives and support staff all work in specialist departments. In addition to property work (both commercial and residential) they also regularly advise on business formations, incorporations, financing, amalgamation, takeovers, disposals, joint ventures, insolvency, contracts of employment and other commercial work. The firm's aim is to provide practical and sensible commercial advice for its clients who range from sole traders to multinational companies.

Through its work, Bevirs has built up a reputation for being accessible and understanding individual client needs and for giving practical, sensible and clear advice promptly.

Bevirs charge on the basis of an hourly rate, which is reviewed annually. Sonyia is happy to provide full details of their current charging rates immediately upon request.

Sonyia's contact details are shown below: -

<b>Address:</b>	Sonyia Woolnough Bevirs Solicitors 141 High Street Wootton Bassett Wiltshire SN4 7AZ
<b>Website:</b>	<a href="http://www.bevirs.co.uk/">http://www.bevirs.co.uk/</a>
<b>DX:</b>	40350 Wootton Bassett
<b>Telephone:</b>	01793 848900
<b>Fax:</b>	01793 853191
<b>Email:</b>	<a href="mailto:sonyia.woolnough@bevirs.co.uk">sonyia.woolnough@bevirs.co.uk</a>

## Harper Macleod LLP

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For any SSAS property transaction in Scotland, Harper Macleod will represent the Member Trustees and HCPS.

From past experience, the use of various Solicitors did cause problems and delays depending on the level of the particular Solicitor's pension knowledge. By using Harper Macleod, the SSAS is using a well-established firm with a real pension background.

The principal contact at Harper Macleod is David Bell, who is a Law Society of Scotland Accredited Specialist in Commercial Leasing.

David's contact details are shown below: -

<b>Address:</b>	David Bell Harper Macleod LLP The Ca'd'oro 45 Gordon Street Glasgow G1 3PE
<b>Website:</b>	<a href="http://www.harpermacleod.co.uk">www.harpermacleod.co.uk</a>
<b>DX:</b>	GW86
<b>Telephone:</b>	0141 227 9318
<b>Fax:</b>	0141 229 7318
<b>Email:</b>	<a href="mailto:david.bell@harpermacleod.co.uk">david.bell@harpermacleod.co.uk</a>

Details of Harper Macleod fees are shown within this guide.

HCPS' decision to use Harper Macleod is designed for the benefit of the SSAS and to look to minimise administration costs.

For the avoidance of any doubt, HCPS receives no financial incentive from Harper Macleod LLP.

## Harper Macleod LLP – Legal Fees

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1. UK conveyance and leasing charges (excluding acting for a Lender in relation to taking a security) where property to be acquired with vacant possession with intention that it be leased back immediately to the principal or an associated employer or to a third party.

UK Conveyance Charge – Purchase	
Property purchase price up to £250,000:	£1,250
Property purchase price between £250,000 and £1,000,000:	£1,500 or if greater, 0.3% of the purchase price
Property purchase price greater than £1,000,000:	£3,000 or if greater, 0.30% of the purchase price

UK Lease Charge to put in place a new Lease to the Principal or an Associated Employer	
Property purchase price up to £500,000:	£425
Property purchase price between £500,000 and £1,000,000:	£550
Property purchase price greater than £1,000,000:	£675

2. UK conveyance charge (excluding acting for a Lender in relation to taking a security) where property purchased with an existing Lease to a third party in place.

UK Conveyance Charge – Purchase	
Property purchase price up to £250,000:	£1,850
Property purchase price between £250,000 and £1,000,000:	£2,200 or if greater, 0.3% of the purchase price
Property purchase price greater than £1,000,000:	£3,300 or if greater, 0.30% of the purchase price

3. Lease Charges where property purchased with vacant possession and to be leased to a third party other than the principal or an associated employer.

UK Lease Charges where property purchased with vacant possession to put in place a new Lease to a Third Party.	
Whole property leased to one tenant (with/without simple missive):	£1,000 or if greater, 5% of the annual rent
Whole property leased to one tenant (with conditional agreement/covering landlord's works):	£1,350 or if greater, 5% of the annual rent
Part of the property (with/without simple missive):	£1,000 or if greater, 5% of the annual rent
Part of the property (with conditional agreement or covering landlord's works):	£1,350 or if greater, 5% of the annual rent

4. UK conveyance charge in respect of a property sale.

UK Conveyance Charge	
Property sale price up to £250,000:	£1,250
Property sale price between £250,000 and £1,000,000:	£1,500 or if greater, 0.3% of the purchase price
Property sale price greater than £1,000,000:	£3,000 or if greater, 0.30% of the purchase price

All charges are exclusive of Value Added Tax and outlays (e.g. registration dues, stamp duty land tax). A fixed fee will cover the normal conveyance work in addition to the lawyer's advice and help throughout the transaction. Harper Macleod reserves the right to make additional time-based fee charges in any of the following circumstances: -

- Handling any price re-negotiations or extended exchanges of formal missives.
- Assisting in tracing and obtaining lost deeds or documents.
- Examining and reporting on particularly large or complex titles.
- Dealing with rectification of any title defects or disputes.
- Ensuring that any missing statutory consents are obtained
- Dealing with leases of newly built property where there are construction warranties.
- Dealing with leases of complex buildings (e.g. with extensive common parts).
- Where there are any other unusual elements involved and resulting in particularly time-consuming works.
- If Harper Macleod LLP are appointed to act for both the SSAS and the heritable creditor of the SSAS, the fee for acting for the heritable creditor will be charged on a time cost basis (subject to an agreeable cap).

### Shean Dickson Merrick

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For any SSAS property transaction in Northern Ireland, Shean Dickson Merrick will represent the Member Trustees and HCPS.

From past experience, the use of various Solicitors did cause problems and delays depending on the level of the particular Solicitor's pension knowledge. By using Shean Dickson Merrick as the chosen Solicitor, the SSAS is using a long established firm which has many years experience in the SIPP/SSAS property market. Shean Dickson Merrick is an approachable commercial firm with an established commercial client base which includes some large well known public limited companies.

The principal contact at Shean Dickson Merrick is David Moffett who is an experienced commercial conveyance lawyer and an acknowledged specialist in commercial leasing

David's contact details are shown below: -

<b>Address:</b>	David Moffett Shean Dickson Merrick Solicitors 14-16 High Street Belfast BT1 2BS
<b>Website:</b>	<a href="http://www.shean-dickson-merrick.com">www.shean-dickson-merrick.com</a>
<b>Telephone:</b>	028 9032 6878
<b>Fax:</b>	028 9032 3473
<b>Email:</b>	<a href="mailto:davidm@shean-dickson-merrick.com">davidm@shean-dickson-merrick.com</a>

Details of Shean Dickson Merrick fees are shown within this guide.

HCPS' decision to use Shean Dickson Merrick is designed for the benefit of the SSAS and to look to minimise administration costs.

For the avoidance of any doubt, HCPS receives no financial incentive from Shean Dickson Merrick.

**PROPERTY PURCHASES, LEASING & SALES IN NORTHERN IRELAND**

<b>Conveyance Charge – Purchase with vacant possession and sales</b>	
Property purchase price up to £250,000:	£1,250
Property purchase price between £250,000 and £500,000:	£1,500
Property purchase price between £500,000 and £1,000,000:	£2,250
Property purchase price over £1,000,000:	Fee negotiated

<b>Conveyance Charge – Purchase with vacant possession with mortgage</b>	
Property purchase price up to £250,000:	£1,450
Property purchase price between £250,000 and £500,000:	£1,700
Property purchase price between £500,000 and £1,000,000:	£2,450
Property purchase price over £1,000,000:	Fee negotiated

<b>Conveyance Charge – Purchase with existing lease in place</b>	
Property purchase price up to £250,000:	£1,850
Property purchase price between £250,000 and £500,000:	£2,100
Property purchase price between £500,000 and £1,000,000:	£2,850
Property purchase price over £1,000,000 and/or multiple lettings:	Fee negotiated

<b>Conveyance Charge – Purchase with existing lease in place with mortgage</b>	
Property purchase price up to £250,000:	£2,050
Property purchase price between £250,000 and £500,000:	£2,300
Property purchase price between £500,000 and £1,000,000:	£3,050
Property purchase price over £1,000,000 and/or multiple lettings:	Fee negotiated

New Lease to Principal or Associated Employer/Party	
Property purchase price up to £1,000,000:	£750
Property purchase price over £1,000,000:	Fee negotiated

New Lease to Third Party	
Any property purchase price:	£1,000 or if greater, 5% of the annual rent

Note: Charges for agreements for lease and to deal with landlords/tenants works will be negotiated.

**Exclusions:** -

Shean Dickson Merrick reserves the right to make additional fee charges in the following circumstances: -

- Assisting in tracing or obtaining lost title deeds or documents.
- Examining and reporting on particularly large or complex titles.
- Dealing with the rectification of any title defects or disputes.
- Ensuring that any missing statutory consents are obtained.
- Dealing with leases of newly built property where there are construction warranties.
- If Shean Dickson Merrick are appointed to act for both the seller and the SSAS, a fee will be negotiated with the seller.
- Compulsory first registration of unregistered properties in the Land Registry.

**Fees & Outlays:** -

The fees are subject to value added tax and outlays (including stamp duty land tax, the rates of which are the same in Northern Ireland as in Great Britain). Other outlays will include Land Registry fees, Registry of Deeds fees, searches and property certificates and where appropriate Companies Office registration fees.

## Wilbourn Associates

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Wilbourn Associates are our chosen environmental experts. **No alternative environmental surveyors are acceptable to HCPS.**

The practice was formed in 1993 and has developed a significant reputation for quality advice in all aspects of environmental real estate consulting. It has £5 million of Professional Indemnity Insurance cover and is not fettered by pollution exclusion clauses.

Our key contact is Philip Wilbourn BSc C.Env FRICS, who is a Chartered Environmental Surveyor and a Specialist in Land Condition (SiLC). Philip is an expert in contaminated Land, environmental law and how this impacts on all forms of real estate. Philip is also a past Chairman of the Environment Faculty of the RICS, sits on the Valuation Standards Board and is responsible for current guidance for Chartered Surveyors in respect of contamination and environmental matters.

Wilbourn Associates are an independent firm of Chartered Environmental Surveyors who have been appointed to protect the interests of the Member Trustees, as well as HCPS.

Wilbourn Associates are members of Property Agents International and work closely with surveyors and other property professionals from practices across the UK.

Although there shouldn't be any need for the Member Trustees to contact Wilbourn Associates, their contact details are provided below. HCPS will be Wilbourn Associates main contact in any transaction.

Wilbourn Associates' contact details are shown below: -

<b>Address:</b>	Wilbourn Associates 30 Jessops Riverside 800 Brightside Lane Sheffield S9 2RX
<b>Website:</b>	<a href="http://www.environmental-surveyors.com/index.htm">http://www.environmental-surveyors.com/index.htm</a>
<b>Telephone:</b>	0114 2435500
<b>Fax:</b>	0114 2518479
<b>Email:</b>	<a href="mailto:info@environmental-surveyors.com">info@environmental-surveyors.com</a>

For the avoidance of any doubt, HCPS receives no financial incentive from Wilbourn Associates.

## 8. Terms & Links

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This section is designed as an aid to explaining various terms that you may run into during a SSAS property transaction.

### Connected Parties

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Generally in respect of a SSAS this will either be: -

- (a) A member or spouse or relative of a member.
- (b) A partnership where one of the partners is a member or relative of a scheme member.
- (c) The SSAS' Principal Employer.

Where the SSAS is dealing with a connected party, the transaction must be "arm's length". This is a HMRC requirement. The full definition is available at: -

<http://www.hmrc.gov.uk/manuals/rpsmmanual/RPSM07102130.htm>.

### Freehold Ownership

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Ownership that is classed as "absolute in possession" of the property/land.

### Leasehold Ownership

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Ownership of property/land (normally for a fixed period – e.g. 99 or 999 years) subject to an annual payment of a ground rent to the owner of the freehold.

### Legal Charge

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A legal charge, sometimes called a legal mortgage, is a formal document that gives a lender certain rights over the property/land in return for the mortgage loan necessary for the property purchase. Basically, it allows them certain repossession rights if the terms of the mortgage contract are not met. The legal charge will be registered at The Land Registry by the lender to show the interest they have over the property/land.

### Borrowing Limits – HMRC Definition

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The formal definition of approvable limits can be found at: -

<http://www.hmrc.gov.uk/manuals/rpsmmanual/rpsm07104020.htm>.

### Joint Contracts Tribunal Agreements

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The Joint Contracts Tribunal (JCT) produces standard contracts, guidance notes and other documentation for use in the construction industry.

These are normally prepared by Architects and Surveyors at the design stage of any development and will need reviewed and agreed by Solicitors representing the SSAS. The main purpose of a JCT Agreement is to document the agreed terms of the particular development between the owner and the developer/builder.

For a SSAS development, the JCT must limit any potential liabilities that may occur to the value of the assets held under the SSAS. For further details on the JCT and their agreements, please see <http://www.jctltd.co.uk>.

## Commercial Property/Land Purchase at Auction Questionnaire

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This questionnaire has been designed to give HCPS the minimum information that we'll need to consider a proposed property/land investment. All parts of the questionnaire **must** be answered. Blanks or "to follow" are not acceptable. Please refer to the important notes overleaf.

<b>(a) Please state the full address (including postal code) of the property/land. Please also provide the Title Number/Land Registry Reference, if known.</b>	
<b>(b) Description of SSAS' proposed interest in the property/land (e.g. freehold, leasehold). If leasehold, is there a chain of tenants? If so, please summarise where the SSAS will fit into this and the expiry date of the governing lease.</b>	
<b>(c) Description of property/land type (e.g. commercial, industrial, offices). If there is any residential element, please provide full details.</b>	
<b>(d) Name of vendor and is the vendor "connected" to the member(s)? Also, please confirm who currently holds the legal documentation (e.g. title documents, leases etc) relating to the property/land, if known.</b>	
<b>(e) Please provide full details of the Solicitor (i.e. name, address, email address and telephone number) that will be acting on behalf of the vendor.</b>	
<b>(f) Proposed purchase price and expected rental income. Is VAT payable? Please also complete the "Financial Summary" that accompanies this questionnaire. This must detail how the proposed purchase is to be funded.</b>	
Purchase (or reserve) Price: £	Rental Income (p.a.): £
VAT Payable (Yes or No?)	
<b>(g) If VAT is payable, is the SSAS to "opt to tax"?</b>	
<b>(h) If this is the first property purchase and the SSAS is to opt to tax the property but the SSAS itself has not been VAT registered, do you wish to appoint HCPS to act as VAT agent? If no, the Member Trustees will need to undertake the necessary VAT work in advance of the purchase date.</b>	
SSAS already VAT registered: current VAT agent to opt to tax the property.	SSAS not yet VAT registered: HCPS to act as VAT agent?

**Commercial Property/Land Purchase at Auction Questionnaire (continued)**

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(i)	Is the property to be developed? If so, please provide full details (under separate cover, if necessary) together with professional costs. In addition, will borrowing be required to fund any of the development costs and if so, from whom? Please also see Section 5 of this guide.
(j)	Please provide full details of the Tenant and whether they are “connected” to the member(s). In addition, is this an existing Tenant or a new Tenant? If it is an existing Tenant, please provide a copy of the current lease.
(k)	Please provide full details (i.e. name, address, email address and telephone number) of the Solicitor that will be acting on behalf of the Tenant, if known.
(l)	Please confirm below that property insurance will be arranged should the bid be successful. It is imperative that this is in place immediately after purchase. If it is known who this will be arranged through, please also detail below.
(m)	Where borrowing is required, please provide contact details for the proposed lender. Also, please confirm the amount to be borrowed and if this has been approved by the lender in principle.

**Important Notes**

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1. This form **must** be fully completed after reading the “HCPS SSAS Commercial Property - Purchase at Auction Guide”.
2. When returning this questionnaire, you **must** provide an independent survey of the property/land that covers the requirements that are set out in the “SSAS - Surveyor’s Guide”, which is available upon request and the “legal pack” in respect of the property, which is available from the auction house.
3. In addition to points 1 and 2, you **must** also complete and return the “Property/Land Purchase - Financial Summary” and “Member Trustees’ Resolution”, which are overleaf.
4. Please ensure that you refer to the “Terms & Links” within “HCPS SSAS Commercial Property - Purchase at Auction Guide” to ensure that you are familiar with key terms.
5. No property purchase should be considered without professional written financial advice.
6. The Member Trustees and HCPS will be represented by Bevirs Solicitors (in England & Wales), Harper Macleod (in Scotland) and Shean Dickson Merrick (in Northern Ireland).

## Property/Land Purchase – Financial Summary

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Any purchase of commercial property/land by a SSAS needs to be financially viable. Please complete the financial summary below: -

OUTGOINGS	
Property/Land Purchase (or Reserve) Price	
VAT (if applicable)	
Fees/Stamp Duty/Disbursements (If unsure, estimate 5% of purchase price)	
HCPS “Buffer” (minimum of £5,000)	
Development Costs (if applicable)	
<b>TOTAL (A)</b>	

INCOMINGS	
Existing SSAS funds on deposit	
Borrowing* (also see box at foot of page)	
Pension Contribution (if applicable)	
Surrender of SSAS Assets (if applicable)	
Transfers-In (if applicable)	
<b>Total (B)</b>	

If “Total (A)” is more than “Total (B)” then the purchase cannot proceed.

\*Provide brief details relating to contributions, surrenders or transfers-in within the box below. In addition, as the rental income must be at least 125% of any mortgage payments, please confirm that this is the case or otherwise below: -

**Member Trustees' Resolution**

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**Scheme Name:**  
**Property Address:**

We the undersigned hereby declare: -

1. That all relevant information has been provided.
2. That we understand that I/ we are fully responsible for ALL disbursements, legal fees, valuation fees and any other fees incurred in this matter even if the transaction is not completed, irrespective of the reason, and that such fees must be met from existing SSAS funds. We hereby authorise HCPS to meet any of these fees from the SSAS funds.
3. That we have read HCPS' "Commercial Property – Purchase at Auction Guide" and that the information that we have provided is true to the best of our knowledge.
4. That we acknowledge and understand that where a purchase at auction is in breach of the SSAS' Trust Deed and Rules, we shall indemnify HCPS in respect of any costs, claims, damages and liabilities whatsoever arising as a result of or in connection with any such breach.
5. In relation to any property purchase by the SSAS, we consent to the entry of a Restriction (in England & Wales) or Inhibition (in Northern Ireland) against the registered title to the premises in favour of Hazell Carr, which provides that any dealing in the premises may not be registered or dealt with by H M Land Registry without prior written consent signed on behalf of Hazell Carr.
6. In relation to any purchase and operation of a hotel (or similar), which would or could be classed as an indirect investment in Taxable Property, this will be used for the sole purpose of the Tenant's trade and no member or connected persons will have the use of the premises or the facilities. We indemnify HCPS from any liability should a taxable charge result from such an investment or inappropriate use of it by members or connected persons.

Please sign on the dotted line and print your name where indicated. All Member Trustees **must** sign this Resolution.

Date .....

Signature: .....

Signature: .....

Print Name: .....

Print Name: .....

Signature: .....

Signature: .....

Print Name: .....

Print Name: .....

Signature: .....

Signature: .....

Print Name: .....

Print Name: .....

## Contacting HCPS

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HCPS SSAS Department  
Xafinity  
Scotia House  
Castle Business Park  
Stirling  
FK9 4TZ

[www.xafinity.com](http://www.xafinity.com)

Tel: 01786 434250

Email: [SSAS&SIPP@xafinity.com](mailto:SSAS&SIPP@xafinity.com)

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