

# SSAS property leasing questionnaire

(For use with leases not linked to purchase or sale transaction)

## Important notes

- This form enables us to review a proposed lease.
- Please complete as fully as possible.
- **Incomplete information may lead to delays.**
- You should also refer to your **Member Trustee Guide** and the **SSAS Commercial Property (including Land) Guide**, copies of which can also be found on our website.

**This document is updated regularly. Please ensure you're referring to the latest document by visiting our website or contacting your Xafinity SSAS Consultant.**

## SSAS details

SSAS name

Xafinity SSAS reference no

## Property and lease details

- a) Please state the full address (including post code) of the property.

Address:

Please also provide the Title Number/Land Registry Reference, if known.

Title Number/Land Registry Reference:

- b) Description of the SSAS's interest in the property (e.g. freehold, leasehold).

Freehold / Leasehold

*If leasehold, is there are a chain of tenants? If so, please summarise where the SSAS currently fits into this and the expiry date of the governing lease.*

Summary of lease chain:

- c) Name of solicitor firm to be appointed to act on behalf of your SSAS.

*If "Non-panel", please insert address and phone number/email address of solicitor and complete the non-panel solicitor declaration section of the member's resolution in this questionnaire.*

Firm:
Solicitor:
Address:
Tel:
Email:

- d) Is this a new tenant?

Yes / No
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- e) Will there be a change of terms?

Yes / No
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- f) Please provide full details of the tenant's name.

*If there's more than one tenant, please provide for each tenant on a separate page.*

Tenant's name:
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- g) Is the tenant a "connected party"?

Yes / No
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- h) Where the tenant is a connected party, are they wholly or partially VAT exempt?

Yes / No
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- i) Tenant address

*(If a Company, provide Registered Office)*

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- j) Please confirm/supply the following

*For Individuals or Sole Traders;*

Please confirm:
Full name:
Residential address:
Date of birth:

For Limited companies, Limited Liability Partnerships, Limited Partnerships and Scottish Limited Partnerships;

For Partnerships;

Please confirm the Companies House registration number:
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Please provide evidence of the business address (e.g. a certified copy of a utilities bill).
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- k) Do you intend to develop the property in the future at a cost of more than £250,000?

Yes / No
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l) Please provide full contact details of the solicitor that will be acting on behalf of the tenant and where relevant, any other interested party.

Firm:

Solicitor:

Address:

Tel:

Email:

m) Please provide main terms of the proposed lease.

Rental (per annum): £

Rental payable (e.g. monthly or quarterly):

Lease Term (in years):

Rent Review Cycle (e.g. 3 or 5 yearly):

VAT payable (Yes or No)?

Service Charge(s) payable (Yes or No)?

If so, please provide amount - £

n) What is the authorised use of the property?  
Where it is a shop, what will be sold?

o) Is the lease to be excluded from the renewal provisions of the Landlord and Tenant Act 1954 (i.e. the tenant will have no statutory right to a new lease when the lease ends)? We expect a surveyor to provide an opinion as to whether this is appropriate, but we would normally expect underleases to be excluded.

**NB this only applies to property in England and Wales.**

Yes / No

Please provide surveyor's opinion

p) Is there currently an Energy Performance Certificate (EPC) in place? If so, please confirm this and provide us with a copy.

q) Have any of these conditions to apply?

Break clause (Yes or No)?

If so, please provide details:

Rent free period (Yes or No)?

If so, please provide details:

Rent deposit/guarantee (Yes or No)?

If so, please provide amount - £

Assignable, with the Trustees' consent (Yes or No)?

If so, please provide details:

Sub-letting, with the Trustees' consent (Yes or No)?

If so, please provide details:

r) Are there any other specific covenants that the Trustees want to impose on the tenants?

*If yes, please detail.*

**Please complete the following section for terminating leases only**

a) Is this an early termination of the lease?

Yes / No

b) Date tenant fully vacating / vacated the building

DD/MM/YYYY

c) Is there a break clause in the existing lease?

Yes / No

d) Is a premium due for the early termination of the lease?

Yes / No

*If a premium is due and the tenant is a connected party, a valuation will be required from a RICS qualified surveyor to confirm the level of premium due.*

# Solicitor nomination & resolutions

## Please complete in all cases

I/We the undersigned hereby declare:

- All relevant information has been provided.
- I/We understand that 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 these fees must be met from existing SSAS funds. We hereby authorise Xafinity to meet any of these fees from the SSAS funds.
- I/We have read the SSAS – Commercial Property Guide and that the information that we have provided is true to the best of our knowledge.
- I/We authorise Xafinity to instruct \_\_\_\_\_ Solicitors to carry out the legal work on behalf of the SSAS in the forthcoming property transaction.
- Where the above solicitor is not on the Xafinity panel, I/we confirm:
  1. That I/we understand that Xafinity's preferred solicitors are
    - 1.1 Bevirs in England and Wales;
    - 1.2 Harper Macleod, Anderson Strathern or Morton Fraser in Scotland; or
    - 1.3 Shean Dickson Merrick in Northern Ireland.
  2. On making this decision, I/we accept that this may cause delays during the transaction due to standard agreed processes that Xafinity have in place with their preferred solicitors not being in place with my/our chosen solicitor.
  3. I/we accept that Xafinity reserves the right to refer any legal matter that they feel the SSAS needs separate legal advice on to their preferred solicitors and that any costs relating to this will be payable by the SSAS.
  4. I/we accept Xafinity's belief that by not using their preferred solicitor that legal costs will be higher than they would be if their preferred solicitor was used.
  5. That I/we authorise Xafinity to instruct and deal with the solicitor shown in 2 above to carry out the legal work on behalf of the SSAS.
  6. I/we accept that Xafinity reserve the right to charge for any additional work that they need to carry out that is due to their preferred solicitors not being used.
- In relation to an early termination of lease, I/we have corresponded with the tenant(s) and can confirm their exit date from the building and that they have provided the necessary notice in writing.
- I/we confirm I/we have received written investment and VAT advice (where required) from an appropriately qualified person and I/we will not hold Xafinity liable for any losses resulting from my/our investment decisions.

Please sign on the dotted line and print your name where indicated. **All Trustees must sign this resolution. Please copy and continue on a separate page where necessary.**

Trustee's signature

Trustee's name

Trustee's signature

Trustee's name

Trustee's signature

Trustee's name

Trustee's signature

Trustee's name

Trustee's signature

Trustee's name

Trustee's signature

Trustee's name

Date of signing

# Checklist

## Have you included.....?

Please note any comments in the box on the right

	Please tick as appropriate			Comments
	Y	N	N/A	
Fully completed SSAS property leasing questionnaire	<input type="checkbox"/>			
Independent survey / valuation / evidence of early termination premium (must be dated within 6 months of completion for connected party transaction)	<input type="checkbox"/>	<input type="checkbox"/>		
Copy of existing lease (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Fully completed solicitor appointment and resolutions	<input type="checkbox"/>			
Energy Performance Certificate (EPC) (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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