

## Commercial property in specie transfer questionnaire

**In respect of the acquisition of property by the SIPP Trustees as part of an in specie transfer of a SIPP Member's benefits from another Registered Pension Scheme.**

Please return completed form to: EBS Pensions Limited, 5<sup>th</sup> Floor, 100 Cannon Street, London, EC4N 6EU.

Completion and return of this form by the SIPP Member(s) should enable EBS to advise whether or not the proposed transfer is likely to be acceptable under the Rules governing the SIPP and whether there are likely to be any tax charges under the new pension tax legislation and to give guidance regarding the requirements relating to the acquisition and leasing of the property by the relevant SIPP Trustees.

1. Member SIPP: The..... SIPP
- 1A. Member SIPP: The..... SIPP  
 Member SIPP: The..... SIPP  
 Member SIPP: The..... SIPP

1B. If a joint acquisition which includes non-SIPP Member(s) please provide name(s) and whether connected with the SIPP Member(s):

.....

2. Address of property .....

.....

3. Is the property a commercial property (**See Note 1**)? YES/NO\* (If no see NB below)

Please provide copies of the independent professional surveyor's report (which should be addressed to the SIPP Trustees and must be no more than 3 months old at the time of completion of the purchase, otherwise a new report will be required) and current environmental and asbestos risk assessments carried out in respect of the property.

NB: EBS will not agree to the acquisition of residential property including ground rents in relation to residential property and land which is part of the grounds and/or garden of a residence (See the NB in part 2 ('Residential Property') of this booklet).

4. Freehold/leasehold\* If leasehold, term of lease .....

5. Market value of the property: £.....

6. Name and address of transferring pension scheme .....

.....

7. Is the property subject to VAT? YES/NO\*

Where the property is subject to VAT the SIPP Trustees will need to register for VAT and 'opt to tax' the rent payable before the transfer can proceed.

If the Trustees are to be VAT registered in respect of the property we suggest that you consult your accountant/auditor to arrange this for the Trustees and, where relevant, arrange a 'Transfer of a Going Concern' (TOGC).

\*delete as necessary

8. Is the property subject to an existing mortgage? YES/NO\*

If yes, how much is outstanding? £ .....

9. Name, address and telephone no. of Lender .....

.....

10. Name, address and telephone no. of the Trustees' solicitor .....

.....

11. Name and address of existing/proposed tenant .....

.....

Is the tenant connected with the SIPP Member YES/NO\* (See Note 2). If yes, please provide a copy of an independent professional surveyor's confirmation (addressed to the Trustees) that, in his/her opinion, the rent to be charged represents the open market rental value of the property.

12. Rent payable: £ .....p.a. Term ..... Rent review dates .....

If the property is subject to an existing lease or leases, please provide a copy of each relevant lease and latest rent review memoranda.

Is VAT charged on the rent? YES/NO\*

13. Is the property to be improved or refurbished? YES/NO\*

If yes, (a) how will this be financed? .....

(b) who will carry out the improvements/refurbishment? .....  
**(See Note 2)**

(NB: any VAT paid by the Trustees in respect of improvements/refurbishment can only be reclaimed if the Trustees are registered for VAT.)

14. Who will be responsible for the management of the property? The Member Trustee/a duly appointed professional property manager\*

If the latter please provide name, address and telephone no. ....

.....

15. The Member Trustee will be responsible for ensuring that the property is appropriately insured whether it is let to the Member's own business or to an unconnected third party. Therefore by signing this questionnaire you undertake to provide EBS with full details of such insurances and copies of relevant certificates.

16. Title documents relating to the property must be retained by the solicitor acting for the Trustees unless they need to be lodged with a lender in respect of a mortgage.

\*delete as necessary

17. Is there or is there intended to be any related agreement concerning the property or otherwise involving the Member or any person connected with the Member? YES/NO\*

If 'yes', please provide details.

.....  
.....

**Member Trustee's/Member Trustees' Declaration and Resolution**

I/We as Member Trustee/Trustees of my/our SIPP(s) mentioned in part 1 and 1A of this questionnaire, hereby request the appointed solicitors (see part 10) to act for me/us and both EBS Pensions Limited (EBS) as Trustees of my/our SIPP(s) and for EBS Self-Administered Personal Pension Plan Trustees Limited ("EBS SAPPP Trustees") as bare trustee for EBS in respect of my/our SIPP(s), in relation to the acquisition and leasing (and development, refurbishment or improvement, where applicable) of the property named in part 2 of this questionnaire, by my/our SIPP(s).

I/We request the appointed solicitors to confirm their acceptance of this appointment in accordance with the booklet provided by EBS entitled 'Information for Solicitors'.

I/We, in my/our capacity as both Member/Members and Trustee/Trustees hereby resolve the following:

- (a) to acquire (and develop, refurbish or improve, where applicable) the property named in part 2 of this questionnaire and lease it to the tenant/tenants named in part 11 of this questionnaire in accordance with the rules governing my /our SIPP(s);
- (b) where appropriate and necessary, to arrange for the registration of the SIPP Trustees for VAT purposes and to 'opt to tax' the supplies in relation to the lease;
- (c) where appropriate and necessary, to borrow sufficient funds (but within the limits for "authorised borrowing" under the new pension tax rules, which came into force on 6 April 2006) from the Lender named in part 9 of this questionnaire;
- (d) to indemnify and keep indemnified EBS SAPPP Trustees from and against any costs, liabilities or actions that might be incurred by EBS SAPPP Trustees Limited pursuant to any obligations to be undertaken and covenants to be entered into by or on behalf of the Trustees of the Member SIPP(s) in respect of the property, including any incurred in relation to: the Environmental Protection Act 1990, the Environmental Protection Act 1995 and any other relevant or subsequent United Kingdom Environmental Law; Regulation 4 of the Control of Asbestos at Work Regulations 2012; Disability Discrimination Law; and / or Fire Safety Law.
- (e) to indemnify and keep indemnified both EBS and EBS SAPPP Trustees from any tax charges that might be incurred by the SIPP(s) if the property is deemed by HMRC, at any time, to constitute, in its entirety or in part only, residential property for the purposes of the taxable property rules in Schedule 29A of Finance Act 2004 and any amendments thereto;
- (f) to authorise (name).....(address).....  
.....(telephone).....

to deal on my/our behalf with EBS, EBS SAPPP Trustees and all other relevant parties in relation to all aspects of the proposed property transactions.

\* delete as necessary

I/We authorise both EBS and EBS SAPP Trusteees to arrange for all costs associated with the proposed property transactions to be met from my/our SIPP(s) (in appropriate proportions), as those costs arise and without any further instruction from me/us, whether or not the purchase is eventually completed.

I/We confirm that I/we shall not hold EBS or EBS SAPP Trusteees or any associated company, liable for any reduction in my/our benefits under my/our SIPP(s) that may result from my/our decision to invest in the property.

I/We confirm that EBS, EBS SAPP Trusteees or any associated company has not given me/us any investment advice or exercised its judgment on the merits, suitability or otherwise of the investment in the property, other than in connection with the current pension tax rules.

I/We confirm that to the best of my/our knowledge and belief the information provided above is true and complete.

**[NB: all Member Trusteees must sign]**

Signed ..... Date.....  
(Print name.....)

Signed ..... Date.....  
(Print name.....)

Signed ..... Date.....  
(Print name.....)

Signed ..... Date.....  
(Print name.....)

**Notes:**

1. What constitutes commercial property and what constitutes residential property can be found in parts 1 and 2 of the booklet 'SIPP Commercial Property Transactions'.
2. For details of transactions with the SIPP Member or any person connected with the Member see part 3 of the booklet 'SIPP Commercial Property Transactions'. For HMRC reporting purposes a 'connected person' also includes a close company of which the Member or a person connected with a Member is a director (as defined in section 417(5) Income & Corporation Taxes Act 1988).

If the Member or a connected person carries out any development, refurbishment or improvement of the property for anything other than an arm's length commercial price, there could be tax consequences for the Member and the SIPP.

**EBS SIPP APQ 07/18**