



Landlord: Tenant:

Demised Premises:

Your Ref: Our Ref:

Enquiries.....Replies

Title

Furnish prima facie evidence of Landlord's title to grant the lease as follows:

Unregistered:

- 1.1 Certified copy Deed of Conveyance/Assignment to Landlord
- 1.2 If the Landlord’s title is leasehold/fee farm grant, certified copy Head Lease or Fee Farm Grant
- 1.3 Up-to-date Receipt for Rent under Head Lease/Fee Farm Grant
- 1.4 If required, head Landlord's Consent to grant of Sub-lease

Registered

- 1.5 Certified copy Land Registry Folio showing landlord as registered owner with file plan attached
- 1.6 If leasehold folio, certified copy Head Lease/Fee Farm Grant
- 1.7 Up-to-date Receipt for Rent under Head Lease/Fee Farm Grant
- 1.8 If required, head Landlord's Consent to grant of Sub-Lease
- 1.9 Section 72 Declaration
- 1.10 Consent to registration of Lease as burden on Folio (may be contained in Lease)
- 1.11 Has Land Certificate issued? If so, please undertake to lodge in the Land Registry and give letter consenting to use of Land Certificate for the purpose of registering Lease.

Company

- 1.12 If the landlord is a company, a copy of the Certificate of Incorporation and a certified copy of the Memorandum and Articles of Association.

Services

- 2.1 Is the property serviced with:
 - Drainage?
 - Water?
 - Electricity?
 - Telephone?
 - Gas?

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- 2.2 If applicable, furnish letter consenting to the transfer of the telephone to the Tenant.
- 2.3 Have the services (including roads, footpaths, sewers, drains) abutting or servicing the demised premises been taken over by the Local Authority and have all charges on account thereof been paid?
- 2.4 Furnish letter from the Local Authority or Solicitor's Certificate based on an inspection of the Local Authority records or personal knowledge confirming the position.
- 2.5 If the services are not in charge, furnish an Indemnity under seal unless Landlord covenants to maintain same in Lease.

Easements and Rights

- 3.1 Are there any pipes, drains, sewers, wires, cables or septic tank on, passing through or over property not included in the demised premises which serve or are in any way connected to or belong to the demised premises? If there are any, rights over same must be granted in the Lease and evidence of the Landlord's title to grant such easements and rights must be furnished.
- 3.2 Is the demised premises or any part of it subject to any right-of-way, water, light, air or drainage or to any other easement, reservation, covenant or restriction or to any public right of way or other public right or covenant or agreement restrictive of its user or other right of any kind?
- 3.3 If any road, path, drain, wire, cable, pipe, party wall or other facility (which is not in charge of the Local Authority) is used by the occupier of the demised premises in common with the owner or occupier of any other property, please confirm that all rights to do so are contained in the Lease and furnish evidence of the Landlord's title to grant such rights.
- 3.4 If so, please also state what (if any) are the obligations attaching to such rights.

Notices

- 4.1 Has any notice, certificate or order been served upon or received by the Landlord or a previous tenant of the Landlord or has the Landlord notice of any intention to serve any notice relating to the demised premises or any part of it under any Act or any statutory rule, order or statutory instrument or any amendment or extension of same?
- 4.2 If so, furnish now a copy of any such notice, certificate or order so served or received.
- 4.3 Has the same been complied with?

Litigation

- 5.1 Is there any litigation pending or threatened in relation to the demised premises or



any part of it or has any adverse claim thereto been made by any person?

- 5.2 If the Landlord is an individual, confirm that no orders affecting the demised premises have been made pursuant to the provisions of the Judicial Separation and Family Law Reform Act 1989, the Family Law Act, 1995 or the Family Law (Divorce) Act, 1996?

Mortgage

- 6.1 Is the Landlord's interest in the demised premises or any part of it subject to any mortgage or charge? If so, please give full particulars and, if necessary, join the mortgagee in the Lease in order to grant and confirm same or if it is a floating charge furnish letter confirming non crystallisation.
- 6.2 If applicable furnish Certificate of Company Secretary that the Landlord Company has not executed any charges of any description which are not shown as registered in the Companies Registration Office.
- 6.3 If applicable, furnish Certificate of Company Secretary that no resolution to wind up the Landlord Company has been passed and that no Notice of a meeting at which it is proposed to wind up the Company has been issued or been published and that no petition has been presented or is pending to wind up the Company or to place the Company in Receivership or to have a Receiver appointed.

Searches

The Tenant shall search against the Landlord in:

- 7.1 If unregistered title, Registry of Deeds from date of Deed to Landlord
- 7.2 If registered, in the Land Registry
- 7.3 If Landlord's interest is leasehold, in the Sheriff's Office
- 7.4 If the Landlord is a Company, in the Companies Office
- 7.5 If the Landlord is an individual, in the Bankruptcy Office
- 7.6 In the Judgements Office
- 7.7 The Landlord shall explain and discharge all adverse acts appearing on such Searches.

Local Government (Planning and Development) Acts 1963 to 1999 and the Planning and Development Act, 2000 ('the Acts')

- 8.1 Has there been in relation to the demised premises any development (including change of use or exempted development) within the meaning of the Acts on or after the 1st October 1964?
- 8.2 In respect of any such development furnish (where applicable):
- a) Grant of Planning Permission or
 - b) Outline Planning Permission and Grant of Approval
 - c) Building Bye-Law Approval (if applicable)

PRE-LEASE ENQUIRIES OR CHECK LIST

(Contd.)



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- 8.3 In respect of development completed after the 1st November 1976 furnish evidence by way of statutory declaration of competent person that each development was completed prior to expiration of the Permission/Approval.
- 8.4 Has the demised premises been used for the use proposed under the Lease without material change continuously since the 1st day of October 1964? If so, please furnish statutory declaration evidencing same.
- 8.5 If the demised premises has been developed since the 1st October 1964 please furnish Architect's Certificate of Compliance with Planning Permission and (if applicable) Building Bye-Law Approval. (Note: If such a certificate is not available then the covenant in the Lease to comply with Planning Acts should be modified).

Building Control Act 1990 and any Regulations Order or Instrument thereunder (referred to collectively as "the Regulations")

- 9.1 Is the property or any part thereof affected by any of the provisions of the Regulations?
- 9.2 If it is claimed that the property is not affected by the Regulations state why. Evidence by way of a Statutory Declaration of a competent person may be required to verify the reply.
- 9.3 If the property is affected by the Regulations furnish now a Certificate/Opinion of Compliance by a competent person confirming that all necessary requirements of the Regulations have been met.
- 9.4 a. Has a Commencement Notice been given to the Building Control Authority in respect of the property?
b. If so furnish now a copy of the same.
- 9.5 If the property is such that a Fire Safety Certificate is one of the requirements of the Regulations:
a. A copy of the Fire Safety Certificate must be attached to and referred to in the Certificate of Compliance which should confirm that the works to the property have been carried out in accordance with the drawings and other particulars on foot of which the Fire Safety Certificate was obtained and with any conditions of the Fire Safety Certificate.
b. Confirm that no appeal was made by the Applicant for such Certificate against any of the conditions imposed by the Building Control Authority in such Fire Safety Certificate.
- 9.6 a. Has any Enforcement Notice under Section 8 of the Building Control Act been served?
b. If so furnish now a copy of the Notice and a Certificate of Compliance made by a competent person.
- 9.7 If any application has been made to the District Court under Section 9 of Building



Control Act 1990 furnish details of the result of such application.

- 9.8 a. Has any application been made to the High Court under Section 12 of Building Control Act 1990?
- b. If so furnish a copy of any Order made by the Court and evidence of any necessary compliance with such order by a Certificate of a competent person.

Fire Services Act 1981

- 10.1 Have any notices been served on the Landlord or any previous tenant under the Fire Services Act 1981?
- 10.2 Are there any proceedings pending under the Fire Services Act 1981?
- 10.3 Has the demised premises ever been inspected by the Fire Authority for the functional area within which the demised premises are situate? If so, what were its requirements?
- 10.4 Have the requirements of the Fire Authority been fully complied with in relation to the demised premises and (if applicable) the building of which it forms part?

Safety Health and Welfare at Work (Construction) Regulations 1995

("the Regulations")

- 11.1 Has any construction work (as defined in the Regulations) been undertaken by the Client (as defined in the Regulations) at or in the premises where the construction stage (as defined in the Regulations) was subsequent to 1 March 1996?
- 11.2 If so furnish now copy Safety File containing the information required by the Regulations and furnish (if applicable) original Safety File on completion.

Rates

- 12.1 What is the rateable valuation of the demised premises?
- 12.2 Furnish evidence of payment of rates for current year.
- 12.3 Confirm that rates will be apportioned as of the date the Tenant commences to be liable.
- 12.4 Is there a separate water rate or refuse charge payable? If so give full particulars including the party to whom the charge is payable, the basis of the charge and any agreement or contract which regulates its payment.

Insurance

- 13.1 If Landlord is insuring, furnish certified copy of Landlord's insurance policy and receipt for latest premiums.
- 13.2 Confirm that either Tenant's interest will be noted on the policy or a letter from the Landlord's insurers will be furnished waiving subrogation rights and confirming that the policy contains a tenants "non invalidation" clause.

PRE-LEASE ENQUIRIES OR CHECK LIST

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Multi-storey Building

- 14.1 Is the demised premises a 'multi-storey building' (or part of such of building) within the meaning of the local Government (Multi-Storey Buildings) Act 1988?
or

Does it form part of a development in which there is a multi-storey building and in respect of which the Tenant may be required to make a contribution by way of service charge or otherwise to the cost of repair or compliance with statutory requirements?

If so, the Tenant reserves the right to raise specific Requisitions in regard to the Local Government (Multi-Storey Buildings) Act 1988.

Family Home Protection Act 1976, Family Law Acts 1981 and 1995, Judicial Separation and Family Law Reform Act 1989 and Family Law (Divorce) Act 1996

15. Furnish Certificate that the demised premises are not affected by the above Acts.

Taxation

- 16.1 Is the landlord resident in the State for tax purposes? If not confirm that the rent will be paid directly to his agent who is resident in the State for tax purposes.

Value Added Tax

17.1 History of Vatable Interest

1. When the Vendor acquired its interest in the property was VAT incurred on the acquisition price?
2. Did the Vendor acquire its interest in the property as a transfer of a business or part of a business from another Vatable person within the meaning of Section 3(5)(b)(iii) VATA, 1972?
3. Has there been any "development" (within the meaning of the Value Added Tax Act, 1972) on or affecting the property since 1st November 1972?
4. In relation to any VAT incurred in relation to either activities at 1, 2 or 3 above did the Vendor become entitled to recover any element of VAT on the acquisition or development in accordance with Section 12, VATA 1972?
5. Has the property at any time subsequent to recovering input VAT as indicated at 4 above become the subject of a self supply within the meaning of Section 3(1)(e) or 3(1)(f), VATA 1972? If so please explain.

17.2 Is the current supply vatable?

1. Is the current disposal a transfer of a business or part of a business to another Vatable person within the meaning of Section 3(5)(b)(iii), VATA 1972?



2. Does VAT arise on this transaction at any rate of VAT?
3. If no VAT arises, please explain why.
4. If VAT does arise, please explain why.
5. If VAT does arise, how is the amount of VAT calculated?

17.3 Vendor Charging VAT

1. Does the Vendor intend to charge VAT to the Purchaser?
2. Is the current disposal a taxable assignment or surrender of a leasehold interest such that the provisions of Section 4(8), VATA 1972 apply so that the Vendor is not accountable for VAT on the supply?
3. Where it is proposed to charge VAT to the Purchaser, please furnish a draft VAT Invoice now.

17.4 Section 4A VATA 1972 Reverse Charge Procedure

1. On the creation of a lease of 10 years or more where the Purchaser indicates an intention to avail of the Section 4A VATA 1972 procedure, please confirm that the Vendor will agree to use the Section 4A, VATA 1972 procedure.
2. If so, please furnish Form VAT 4A with Section A completed.
3. Please confirm that the Vendor will submit the duly completed Form VAT 4A to its Inspector of Taxes on a timely basis so as to ensure that Form VAT 4B will be available prior to completion.

17.5 Other Leasehold Interests

1. Is the property being disposed of the subject of leasehold interests created by the Vendor or its predecessor, or have any such leasehold interests previously existed since 1 November 1972?
2. Where there are any VATable leasehold interests in the property please confirm in respect of each such leasehold interest:-
 - (a) The date of creation of each such lease.
 - (b) The date of expiry of the leasehold term.
 - (c) The VAT charged (if any) on the creation of the lease
 - (d) Whether the tenant (or its predecessor in title) of any leasehold interest has developed the property (or any part thereof) within the meaning of the VATA 1972 since 1 November 1972.
 - (e) Whether the provisions of any such lease contain an option such that the tenant may extend the lease period.
 - (f) The VAT life of any such leasehold interests.

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3. Has there been any surrender, abandonment, ejectment or forfeiture of any such leasehold interest?
4. Please give details of any such events.
5. Has there been any “development” (within the meaning of VATA, 1972) subsequent to any such surrender, abandonment, ejectment or forfeiture? ¹

Add Milk Quota Regulations where relevant.

These pre-lease enquiries were originally circulated as part of the first update to the 2nd edition of Conveyancing Handbook in February, 2001

¹. Please see the Explanatory Memorandum on the VAT Requisitions at page 8.9 hereof (originally circulated to the profession October, 2000).