

# THE CURTIS BANKS

## Property Guide

April 2024

For Curtis Banks SIPPs invested in commercial property.

This document is part of a set, all of which should be read together.

[Terms and Conditions](#)

[Schedule of Fees](#)

[Schedule of Allowable Investments](#)

[Privacy Information Notice](#)

[Application Form](#)

[Key Features](#)

[Your Personal Illustration](#)

▶ [Property Guide](#)



Your future, our focus.

[curtisbanks.co.uk](https://curtisbanks.co.uk)






# WHY SHOULD I CHOOSE CURTIS BANKS?

We have dealt in commercial property since 1971. In fact, a company in our group was originally established by a group of solicitors who wanted to use their pensions to buy their business premises.

Since opening our first SIPP (self-invested personal pension) in 1996, we have established SIPPs for over 78,500 people and own over 8,800 properties on behalf of over 8,100 clients. We own properties across the UK with their uses ranging from the ordinary to the extraordinary.

Our wide experience of buying and managing property and managing SIPPs puts us in an ideal position to meet your needs. We have developed relationships across the property industry and can provide access to a range of support.

Properties	OVER 8,800	
Clients with property	OVER 8,100	
Tenants	OVER 6,000	

\*Figures as at 31 December 2022

---

# WHY CHOOSE CURTIS BANKS?

---



## HOW WE CAN HELP

We have relationships with a number of key property professionals and a panel of property professionals, and can help you access services to help manage property within your SIPP.

	Page
<b>1</b>	<b>The benefits, risks and responsibilities of holding property in your SIPP</b> <span style="float: right;"><b>6</b></span>
<b>2</b>	<b>What property can I buy with my SIPP?</b> <span style="float: right;"><b>9</b></span>
<b>3</b>	<b>Our relationship with you</b> <span style="float: right;"><b>12</b></span>
<b>4</b>	<b>Ways to own property in a SIPP</b> <span style="float: right;"><b>14</b></span>
	Individual purchase <span style="float: right;">14</span>
	Group purchase <span style="float: right;">14</span>
	Joint title ownership <span style="float: right;">14</span>
<b>5</b>	<b>How can the purchase be funded?</b> <span style="float: right;"><b>15</b></span>
	Transfers <span style="float: right;">15</span>
	Contributions <span style="float: right;">15</span>
	Borrowing <span style="float: right;">15</span>
<b>6</b>	<b>VAT</b> <span style="float: right;"><b>16</b></span>
<b>7</b>	<b>Buying the Property</b> <span style="float: right;"><b>17</b></span>
<b>8</b>	<b>Choosing third parties</b> <span style="float: right;"><b>19</b></span>
	Choosing a solicitor <span style="float: right;">19</span>
	Choosing a valuer <span style="float: right;">20</span>
	Environmental searches <span style="float: right;">20</span>
<b>9</b>	<b>Insurance</b> <span style="float: right;"><b>21</b></span>
<b>10</b>	<b>Letting the property</b> <span style="float: right;"><b>22</b></span>
	Terms of the lease <span style="float: right;">22</span>
	The tenant <span style="float: right;">23</span>
	Rent collection and arrears <span style="float: right;">23</span>
	Rent reviews <span style="float: right;">23</span>
	Subletting or assigning the property <span style="float: right;">24</span>
	Ending the lease during its term <span style="float: right;">24</span>
	Ending or renewing the lease <span style="float: right;">24</span>
	Removing the tenant at the end of the lease <span style="float: right;">25</span>
	Minimum Energy Efficiency Standards <span style="float: right;">25</span>

	Page
<b>11</b>	<b>Vacant property</b> <span style="float: right;"><b>27</b></span>
<b>12</b>	<b>Developments and renovations</b> <span style="float: right;"><b>28</b></span>
<b>13</b>	<b>Insurance</b> <span style="float: right;"><b>30</b></span>
<b>14</b>	<b>Sale of the property</b> <span style="float: right;"><b>31</b></span>
<b>15</b>	<b>Fees</b> <span style="float: right;"><b>33</b></span>
<b>16</b>	<b>Glossary</b> <span style="float: right;"><b>34</b></span>
<b>17</b>	<b>Contacts</b> <span style="float: right;"><b>37</b></span>
<b>18</b>	<b>Accessing our services</b> <span style="float: right;"><b>38</b></span>

## **BEFORE YOU START READING**

We've used plain language to make this Property Guide easy to understand. Any technical terms used in this document are explained in the glossary on page 34. Wherever terms covered in the glossary appear in the main text we've highlighted them in bold.

# 1

## THE BENEFITS, RISKS AND RESPONSIBILITIES OF HOLDING PROPERTY IN YOUR SIPP

Before deciding to invest in commercial property, it is important that you consider both the benefits and the risks of holding a property in your SIPP and the commitments you can expect to make. You also need to understand how your investment can be affected by the way you manage the property.

### Please remember

Laws and tax rules may change in the future. The information here is based on our understanding at April 2024. Your personal circumstances can also affect the tax you pay.

## BENEFITS

### Tax

- If you sell the property at a profit, you won't have to pay capital gains tax. You also don't have to pay tax on the rental income your SIPP receives.
- Pension law allows your SIPP to borrow up to 50% of its net value, less any existing liabilities to buy a property.
- There may be other tax advantages if you sell your business premises to your SIPP and lease it back to your firm. For example, rent paid to your SIPP is a deductible business expense and so could reduce the income tax or corporation tax you pay.
- Please see your SIPP Key Features Document for more information about pension benefits, such as tax relief on contributions or Inheritance Tax.

### Succession planning

You can sell part or all of the property to another client's plan. Depending on the property, you may have to pay VAT or stamp duty.

## RISKS

We have set out some of the main points to consider below, but we strongly recommend that you consult an adviser before investing in property, to make sure it is the right decision for you.

### Responsibilities

- You should always remember the main aim of your SIPP is to provide for your needs when you retire. Property should be seen as a long term investment.
- Property can be difficult to sell or transfer and may take longer to sell than many other pension assets. You will need to consider its future value, in case you come to sell your investment.
- If the property is your SIPP's main asset, it would leave you with a limited range of investments. We encourage you to have a variety of investments within your SIPP to spread your investment risk.
- You should always ensure that there are enough cash holdings (assets you hold as cash) within your SIPP to meet expenses such as business rates, third party fees or insurance. If funds are not available to pay these, we may consider selling the property.

### Please remember

Buying and managing property can be complicated and expensive. Before buying a commercial property through your SIPP you should discuss your responsibilities with your adviser.

# 1

## THE BENEFITS, RISKS AND RESPONSIBILITIES OF HOLDING PROPERTY IN YOUR SIPP (CONTINUED)

### Please remember

Your SIPP is to provide for your future needs when you retire. When choosing a property to have in your SIPP you will need to consider the opportunities for reselling it.

### Market changes

Just like other investments the value and income generated by property depends on general market conditions.

- The value of the property may fall as well as rise, so the value of your SIPP fund is not guaranteed.
- While a regular stream of rent can help increase or maintain the value of your pension fund, this is not guaranteed as tenants may leave or may break the terms of their lease. Or, you may have to accept a lower rent if the market has fallen.
- If you have difficulties with a tenant (for example, if they stop trading, go into administration or liquidation, or break the terms of the lease), your SIPP may have to pay considerable costs to recover rent, or you may even lose this income completely.

## YOUR COMMITMENTS

While we hold property in the your SIPP you will need to work with us to make sure the property is managed in line with HMRC requirements and the terms of the lease.

### Instructions

From time to time we will need your authority to pay bills or manage the relationship with the tenant. Unless the law says we have to take a particular course of action, we will usually ask for your instructions. If a property is owned on behalf of a group of people, the group must nominate a lead member for us to communicate with and to tell us the group's decisions. This person must pass on the information we give them to the rest of the group and share the group's instructions with us.

### Valuations

You may want to ask for formal valuations of your property to help with your financial planning. There will also be times when we will need valuations, either as a result of pension regulations or due to the terms of the lease. Examples of when we and you may need valuations include:

- When you take your pension benefits or, if you are already in capped drawdown, when you review your income limits (you will need to do this every three years up to the age of 75 and every year after that);
- In line with the terms of insurance - Please see our property insurance notes.
- When renewing or taking on leases; and
- At rent reviews (in line with the terms of the lease).

You can nominate a valuer to carry out the valuation report. If you don't tell us which valuer you want to use, we will appoint one from our panel of property professionals. As the legal owner of the property, we will need to instruct the valuer.

Once we have a market valuation, we can use it for pension purposes for up to six months. Please note, this is subject to an ongoing review and we reserve the right to amend the time frame for variables such as market conditions or the specialism of the property use. The cost of any valuations will be met by your SIPP. Please contact our Property SIPP Servicing Team if you have any questions.

### How we can help

There will be times when we will need valuations of the property, either due to pension regulations or the terms of the lease.

We have established relationships with a panel of surveyors who you can choose to help with this.

See our Panel of Property Professionals document.

# 1

## THE BENEFITS, RISKS AND RESPONSIBILITIES OF HOLDING PROPERTY IN YOUR SIPP (CONTINUED)

---

See section 11 for more information on vacant property.

### SIPP Funds

It is **your** responsibility to make sure there are enough funds in **your** SIPP to meet expenses such as mortgage payments, VAT, other costs (including service charges, business rates, utility bills and insurance) and **your** SIPP fees.

If funds are not available **you** will need to sell other assets in **your** SIPP, make a contribution to **your** SIPP (if allowed), or transfer funds from another pension plan. Please see **your** SIPP's Key Features for full details.

### Ordering the sale of your property

If **you** do not make cash available to meet costs **you** have been told about, **we** may need to force the sale of the property. If this happens, **we** will follow **our** Order of Disposal Policy (**you** can ask **us** for a copy of this). **We** will always carry out these sales by auction so that the property is sold quickly and **you** do not run up further expenses, where possible.



# 2

## WHAT PROPERTY CAN I BUY WITH MY SIPP?

If the property is commercial and based in the UK, we will happily assess it, whether it is **freehold**, **leasehold** or **commonhold**. We will usually assess the following categories of properties:



### Retail premises

stores, hairdressers, dry cleaners or travel agents.



### Restaurants, cafes and drinking establishments

pubs, wine bars or takeaways.



### Land

bare land, farmland, forestry land and grazing land.



### Industrial units, storage or distribution

wholesale warehouses, distribution centres or manufacturing units.



### Non- residential institutions

clinics and health centres including GP surgeries and dental practices, crèches and day nurseries.



### Public and leisure facilities

cinemas, dance and concert halls, sports halls, swimming pools, gymnasiums and bingo halls.



### Hotels and care facilities

an entire hotel complex.



### Business offices

general offices, solicitors offices, barristers chambers, accountancy firms, estate agents or employment agencies.

If you want to discuss what property you can buy, please contact our Property Acquisitions Team. See section 16

#### Please note

Throughout the buying process we will carry out a variety of checks to protect your SIPP.

You may be allowed to use your SIPP to buy residential property (such as a caretaker's home), if it is used for employment or business purposes, occupied by an unconnected tenant and managed by a **property manager**. If this applies to the property you are considering, please call our Property Acquisitions Team to make sure it meets the conditions required by law.

If the property is allowable under HMRC regulations, we may be able to buy the property direct from you or a third party seller, including via an estate agent or at auction. If we make a successful bid for a property at auction, by law we have to buy the property. We will only be able to commit to a purchase after we have completed our investigations and any necessary finance is in place. We will also need to sign the auction contract. Our Property Acquisitions Team will need to be involved in good time before the auction takes place. However, there will still be no guarantee that we will have completed all of our investigations before the date of the auction.

# 2

## WHAT PROPERTY CAN I BUY WITH MY SIPP? (CONTINUED)

### WHAT TYPES OF PROPERTY OR TRANSACTIONS DON'T YOU INCLUDE?

We will always review the individual properties looking to be purchased and assess them on their own merits. There are a number of general property types that we do not include, due to legislation or to make sure the investment in your SIPP remains secure.

See section 4 for more information on the joint title ownership structure.

#### Properties or transactions that are not included:

- Overseas property. Property must be in England, Wales, Scotland or Northern Ireland.
- Jointly owned property where the share of the property which is owned outside of **your** SIPP is less than 5% of the property value.
- Property that generates several incomes, such as hotel rooms and storage pods.
- Residential property including holiday apartments, beach huts, and caravans.
- Gardens or parts of property that form or are used with residential property.
- Types of property where **we** are advised that there is no re-sale market (no likely purchasers **you** can sell the property to).
- Property with environmental concerns, including property at petrol stations and recycling centres.
- Commercial **freeholds** where there is a residential **leasehold**.
- Any property **our** insurers will not cover.
- Properties that have a very low Energy Performance Certificate (EPC) rating (F or G) unless the client confirms to **us** that they are aware of the changes in regulation and agree that when necessary, they will make arrangements to improve the rating.

See section 10 for more information on EPCs.

#### Length of Investment

Investments in property are intended to be long-term, so **we** would normally expect them to be held for a substantial period of time. The quick turnover of properties is not an appropriate activity for a pension fund as **HMRC** consider this to be trading and **you** would have to pay a tax penalty

# 2

## WHAT PROPERTY CAN I BUY WITH MY SIPP (CONTINUED)

---

When investing in property, a SIPP can only buy the land, bricks and mortar and those parts of the property that are essential to its structure. A SIPP cannot buy any goodwill (see below) or fixtures or fittings.

You can use **your** SIPP for building up and providing pension **benefits**. You should not benefit in any other way from the assets held in it – this is known as goodwill. An example of goodwill is buying a property directly next to any land or property **you** or a **connected party** owns, and this purchase then increasing the value of the land not owned in **your** SIPP. **We** must have a **valuer's** opinion that this land is separate and has not created any additional value. You should tell **us** if you are thinking of buying a piece of land next to property **you** or a **connected party** owns.

You may have to pay tax on **your** purchase. In certain circumstances, **you** may need to get advice from a **valuer** to make sure **your** SIPP is not buying or contributing to buying land or property as above.

# 3

## OUR RELATIONSHIP WITH YOU

### Please remember

The legal owner of the property will be dependent on the type of SIPP plan **you** have.

### See section 4

for more information on the joint title ownership structure.

See **our** Panel of Property Professionals document.

### Please remember

As an experienced provider of commercial property **we** make sure **your** investment is managed in accordance with HMRC requirements.

**Our relationship with you will depend on how the property is owned and whether you are a **connected tenant**.**

### Legal ownership

There are two ways in which property **we** fully own may be held.

For **Your** Future SIPP or legacy Suffolk Life clients:

Suffolk Life Annuities Limited is a subsidiary company within the Curtis Banks Group and will be the legal title holder of each property.

If the whole of the property is to be bought by Suffolk Life Annuities Limited **we** will be the only legal owner of the property and will be registered at the relevant Land Registry.

For all other plans:

**We** will hold the property on trust for **your** SIPP, through one of **our** trustee companies. The trustee company will depend on the type of SIPP product that **you** have. Please contact **us** if **you** need confirmation of the trustee company.

### Connected parties

In many cases, **we** will have bought the property from a **connected party** or will be selling or letting the property to a **connected party**. In these cases **we** must act as if it were 'an arm's length transaction', (that is, each party must be acting in their own self-interest and not be pressured by the other). If **we** let a property **we** own to a **connected tenant** **we** must make sure that a **valuer** confirms the market value or market rent and rent reviews if included in the terms of the lease.

### Our service

The property will be managed by **our** property department unless a **property manager** has been appointed or the property is jointly owned. In these cases, a **property manager** and **accountant** may need to be appointed.

### Our property department:

Sets up and maintains **your** SIPP property records

Manages the property bank account

Arranges and renews the property insurance

Communicates with all third parties including valuers, **property managers**, lenders and solicitors

Sends out invoices for and collects rent, insurance premiums and, if it applies, service charges

Pays third party invoices from **your** SIPP and recharges them, where possible, to tenants

Oversees loan accounts and payments

Deals with VAT, if it applies

# 3

## OUR RELATIONSHIP WITH YOU (CONTINUED)

---

Arranges rent reviews

---

Arranges new leases, lease renewals, assignments, subletting and surrenders

---

Arranges procedures to end leases, including repair settlements

---

Deals with credit control

---

Works with administrators and liquidators if a tenant breaks the terms of their lease

---

Receives and processes **tenant** applications, for example to assign (transfer), sublet or change the use of property

---

Relets property

---

Arranges any development or building works

---

Arranges the valuation of the property for **drawdown** purposes

---

Arranges inspections of vacant properties

---

Makes sure **we** manage the property in line with **HMRC** requirements

If there is a connected tenant and they are charged less than the market rent, **you** may have to pay tax charges on **your** SIPP. **We** will also check that all payments to **connected parties** (including a **property manager** or development companies) are at the market rate for the work done.

**We** do not hold the keys to properties and **we** do not visit properties to check their condition or to visit the **tenant**. If there are any issues with the property, **we** would expect the tenant, **property manager** (if there is one) or **you** to tell **us**. **We** may, from time to time, appoint a third party to make inspections.

## ‘ OUR PROCESSES ARE DESIGNED SO YOUR INVESTMENT IS MANAGED IN ACCORDANCE WITH HMRC REQUIREMENTS’

### How we can help

**We** recognise **our** clients will have varying levels of experience investing in commercial property, understanding current and changing legislation and finding the professional support services **you** will need to manage the property properly. **We** can keep **you** updated with changes to legislation and can provide access to services to help keep to the law.

# 4

## WAYS TO OWN PROPERTY IN A SIPP

---

There are a number of flexible ways you can invest in and hold property with us.

### INDIVIDUAL PURCHASE

This is where an individual SIPP is used to buy the whole property. We'll open a separate property bank account as well as your SIPP bank account. Cash will be transferred between the two accounts to meet any expenses of owning the property.

---

### GROUP PURCHASE

The whole property can be bought on behalf of more than one SIPP. If a number of clients need to borrow to fund the purchase only one loan agreement is required and liability for the loan is shared proportionately between the various SIPPs.

There will need to be a **group investment agreement** between the clients. This document sets out the property ownership and debt shares of each SIPP, as well as how properties can be bought, sold or transferred. On the Property Form you and the other members of the group will nominate a lead member for us to communicate with. This person must share the information we give them with the rest of the group and share the group's instructions with us.

We will open a group property bank account for rent, service charges and other expenses and to distribute funds back to the invested SIPPs. All members of the group will be individually and jointly responsible for costs associated with the property. If any members of the group cannot pay these costs, your SIPP funds may be used to meet these.

---

### JOINT TITLE OWNERSHIP

You do not have to buy 100% of the property using your SIPP. If you are only going to buy part of the property, this will be done through joint title ownership (where one or more people legally own the property). A trust deed is set up which shows our allocated property ownership shares (on behalf of the invested SIPPs) and those of the other invested parties. The trust deed will also include the responsibilities of all invested parties.

We will need the accountant or property manager to update us with the income and spending associated with the property and pay funds to us regularly.

# 5

## HOW CAN THE PURCHASE BE FUNDED?

There are several methods of funding available, as set out below. Which is right for you will depend on your situation.

### TRANSFERS

See **your** SIPP's Key Features.

Cash or in-specie transfers can be brought into **your** SIPP from other pension plans. In specie transfers are where the investments are transferred without selling them. **You** do not have to pay stamp duty on in-specie transfer. Please see **your** SIPP's Key Features for further information about transfers and discuss them with **your** adviser.

### CONTRIBUTIONS

See **your** SIPP's Key Features.

**You**, a third party or **your** employer can pay regular or single contributions. Please see **your** SIPP's Key Features for more information about contributions.

### BORROWING

A SIPP can borrow up to  
**50%**  
of its net fund value

See section 1 for more information on **your** on going commitments.

See section 4 for more information on joint title ownership.

A SIPP can borrow up to 50% of its net fund value less any existing liabilities (for example, other loans). **You** can borrow at any time to buy or develop a property - not just when **benefits** are being paid from **your** SIPP.

The terms of the loan can vary as they often depend on a variety of things (for example, the degree of risk to the lender). Also, **we** will need to assess any special mortgage conditions to make sure they are acceptable. A charge over the property must be fixed to the value of **your** SIPP (This charge is security that gives the lender the right to sell the property if **you** don't keep to the loan conditions). **You** will need to borrow from a conventional high-street lender and **we** are quite happy to deal with the lender **you** choose if they meet **our** requirements. The loan must be in **our** name (not yours), as the legal owner of the property.

The income generated from the property must be enough to cover all expenses associated with the property.

There must be enough funding for the property, a cash float if necessary (to meet any expenses) and all purchase costs in place in the SIPP before contracts can be exchanged.

For part-ownership purchases, SIPPs can still borrow up to 50% of the value of their net fund values. Each title holder may, as **we** decide, need their own separate loan. The debt is set out in the trust deed. **We** insist that anyone who is not one of **our** clients must not borrow more than 100% of the market value of their share of the property. This will be recorded in a specific loan agreement between the lender and the borrower. Borrowing should also be secured under a fixed charge.

# 6

## VAT

---

In certain circumstances, you may have to pay VAT on the purchase price of a property.

### Please remember

If VAT is charged on a property, it must usually be charged on the rent, some goods and services and the sale of the property.

### See section 5

for more information on how the purchase can be funded.

You can usually claim the VAT back (as long as the tenant is not exempt from paying it), but until then **you** will have to pay it from **your** SIPP. **We** will ask **our** solicitor to confirm if VAT has to be paid, so **we** can agree the appropriate action with **you**.

Sometimes, the sale or purchase of property may qualify as a 'transfer of a going concern' (TOGC). This means that VAT may not have to be paid on the purchase price or charged on a sale. **You** may need professional advice from a qualified VAT **adviser** on whether the TOGC conditions are met. **You** will have to pay for this advice separately, from the pension fund.

If the seller of a property has not chosen to charge VAT, **you** will generally not have to pay it. There are some exceptions to this, for instance new-build properties. So, unless there are plans to substantially refurbish the property (where the contractor's costs include VAT), VAT will not typically be payable.

If necessary, **you** can fund the cost of VAT by borrowing from **your** SIPP. **You** cannot borrow more than 50% of the value of **your** SIPP.

For joint purchases the process may differ, and **we** recommend that **you** get professional advice from a qualified VAT **adviser**.



# 7

## BUYING THE PROPERTY

---

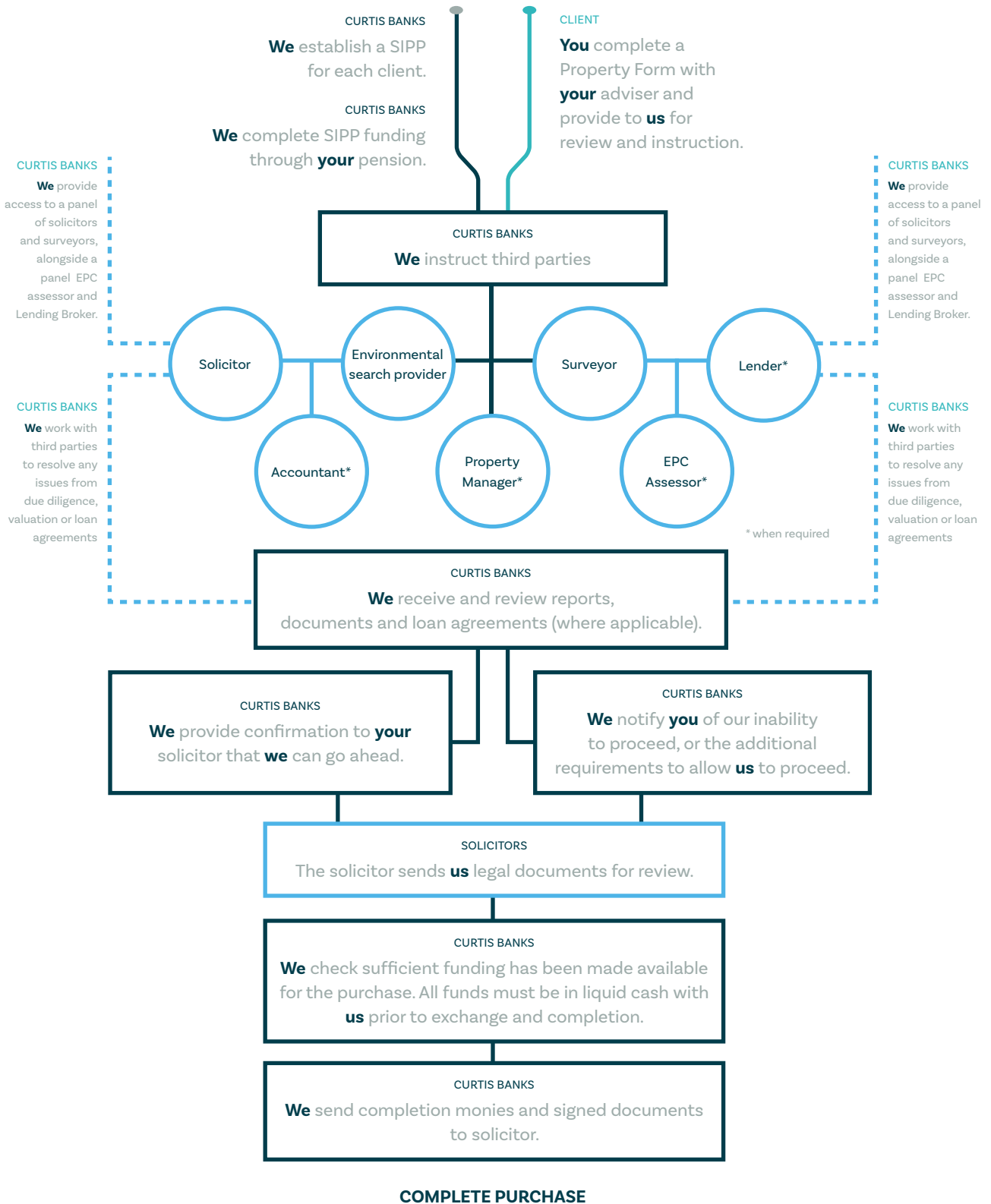
Every property transaction is different and the time it takes to complete depends on many things.

See **your** SIPP's Key Features.

**You** may already have a SIPP with **us** when **you** find a property **you** want **us** to buy, or **you** may need to set one up first. In either case **you** will need to fill in a property form giving **us** all the information **we** need to start a purchase.

Once **we** have received **your** Property Form **we** will be able to instruct third parties, providing the contents of the form meet our due diligence requirements. Every property transaction is different and the time it takes to complete a purchase depends on many things, such as solicitors, search providers (such as the local authority), lenders (if funding is required) and valuers. So, it will difficult to provide firm timescales.

Throughout the process **we** will carry out some checks to protect **your** SIPP. Some administrative responsibilities or regulatory concerns may prevent **us** from buying certain properties. The same checks will apply to the in-specie transfer of property from other pension plans (see page 15). Please note that fees will still apply for work carried out that does not result in a purchase.



# 8

## CHOOSING THIRD PARTIES

Throughout the time you hold property in your SIPP, you will need appropriately qualified third-party suppliers to help you with certain things. Some of these things are compulsory, some advised by regulations and others optional, but choosing the right third parties can affect how your investment performs. While we allow you to choose your own third parties, buying and then managing the property in a SIPP is a specialist area.

See **our** Panel of Property Professionals document.

### Please remember

Solicitors must carry out the usual investigations involved in buying property, including local and title searches. They must fully report to **us** on the title to the property and on any leases in place or to be granted.

### CHOOSING A SOLICITOR

**We** have a panel of legal firms throughout the UK who are experienced at dealing with SIPP transactions and acting on **our** behalf.

If **you** would like to use one of these firms, **our** fees for dealing with **your** transaction will be less than if **you** choose a solicitor who is not on the panel. To find out more, please see **our** Panel of Property Professionals document, on **our** website. If **you** prefer, **you** can choose a firm of solicitors who are not on **our** panel.

As **we** will be buying the property (or will hold joint title) on behalf of **your** SIPP **we** will instruct the solicitor. **We** will be the solicitor's client and all instructions to the solicitor must come from **us**.

The solicitor must carry out the usual 'due diligence' (investigations involved in buying property, including local and title searches). They must fully report to **us** on the title to the property and on any leases in place or to be granted. If, after receiving the solicitor's reports, any further investigations are needed, **we** will instruct the solicitor. Whether **we** can go ahead with the purchase will depend on the outcome of their investigations.

If **you** have confirmed to **us** that **you** want to use a firm on the panel but do not give **us** details, **we** will allocate **you** a firm from the panel.

The firms on **our** panel are separately regulated and operated, so once they have accepted **our** instructions they are accountable for the work they do.

### How we can help

**We** appreciate that finding an experienced solicitor, and understanding what is required from them and when, can be challenging and time-consuming. It is **your** responsibility to make this choice, but **we** can give **you** access to **our** panel of property professionals and third parties for help with:

- Repairs, insurance reinstatement valuations, and other general building advice.
- Inspections of vacant property and premises security.

If any work (legal, practical or otherwise) is necessary to meet the responsibilities in **your** SIPP, **we** will work with third parties to make sure **you** can meet **your** main responsibilities.

# 8

## CHOOSING YOUR THIRD PARTY RELATIONSHIPS (CONTINUED)

See section 1 for more information on valuations.

See our Panel of Property Professionals document.

### CHOOSING A VALUER

We have a panel of surveyors throughout the UK who have experience of SIPP property transactions. To find out more, please see our Panel of Property Professionals document on our website. If you prefer, you can choose a firm of surveyors not on our panel to value the property. All reports produced by the valuer must be addressed to us. We will ask them to advise on the following, if relevant.

- The current open market value of the property.
- If the property is next to any land or property owned by you or a connected party, whether that increases the value of the other property.
- How much the building should be insured for on a new-for-old basis, including professional fees, the cost of removing rubbish and so on (unless land only).
- The approximate age of the property (unless land only).
- Whether the property meets asbestos regulations.
- Whether you have to pay tax on the property.
- Whether an energy performance certificate is required.
- The exact length, rent and conditions of a lease for a connected tenant granted by us or the joint title holders.
- If the property is or is intended to be occupied by more than one tenant:
  - Whether the property can be physically split.
  - How the building's value (for insurance purposes) should be split between the tenants.
- Where we are buying a property that has on-going building works, the valuer must reinspect it before the sale is completed, to confirm that the work has been carried out to the agreed standard.

Please contact our Property SIPP Servicing Team if you have any questions.

### ENVIRONMENTAL SEARCHES

Before buying the property we will arrange for our provider to carry out 'desktop' environmental searches. We can refuse to buy properties if there are significant environmental risks that cannot be reduced.

# 9

## INSURANCE

---

It is important that the property is always appropriately insured. This makes sure that both your pension investment and us, as the legal owner of the property, are adequately protected.

See the Property Insurance notes.

**We** have arranged a block insurance policy for properties legally owned by **us**. This insurance will cover:

- All risks of physical loss or damage including theft, subsidence, damage to glass, accidental damage and loss resulting from it;
- Damage following a terrorism incident.
- Loss of rent as a result of damage.

The property will be insured for its reinstatement value (the cost of rebuilding it). Building values must be assessed by a **valuer** and new insurance valuations carried out regularly. It is **your** responsibility to make sure **we** are instructed to value the property for this purpose. If the insurers refuse a claim for any reason, **we** cannot accept any liability for the resulting loss to **your** SIPP. **We** will keep any commission **we** are paid in respect of the block insurance policy.

In some circumstances, **we** may need further advice for insurance purposes. For example, if the property is worth more than £1million or is listed, **our** insurers will need **us** to assess a formal reinstatement cost. Also, if composite panels have been used when constructing the building, **we** may have to get further advice for insurance purposes.

The cost of the insurance will be met from **your** SIPP and then be recharged to the tenant (or tenants) if the terms of the lease allow. If the property is vacant it still has to be insured, and this cost will be met from **your** SIPP. **We** will inspect vacant properties each month. This is to keep to insurance requirements and to make sure that the property is secure, in a good state of repair and protected from trespassers. The cost of these inspections will be met from **your** SIPP.

See section 4 for more information on joint title ownership.

If the property is jointly owned, or the **freehold** is owned by a third party who has a duty to insure it, **we** will need a copy of the other party's insurance policy on which **our** interest is noted. In these cases **we** may also insure loss of rent and **our** public liability as property owner, again through **our** block insurance policy. Please see the property insurance notes for more details on insurance for joint ownership.

# 10

## LETTING THE PROPERTY

If you let the property, rent will be paid into your SIPP to help you provide for your retirement.

### TERMS OF THE LEASE

If the property is occupied there must be a formal tenancy agreement, such as a lease. The lease will set out the responsibilities of the tenant and **our** responsibilities as the landlord. From 1 April 2018, the Minimum Energy Efficiency Standards (MEES) meant that a lease for a property in England or Wales will only be granted or amended if the property has an energy performance rating of A to E, or if the property is exempt from the regulations.

All rented properties need a full repairing and insuring (FRI) lease. An FRI lease makes sure that **your** SIPP is protected from liabilities connected with owning and maintaining the property. This means that the tenant will be responsible for maintaining the property and keeping to all legal obligations.

All new leases must be in **our** name as the owner of the property unless **we** are a joint title holder, in which case all title holders will be named on the lease. If **we** are purchasing a property which is occupied by a tenant, the terms of the existing lease must be acceptable to **us**. If it isn't, **we** reserve the right to refuse the property with the existing lease or request a formal amendment to the terms.

#### Please remember

If there are duties that cannot be given to the tenant, **we** may need to appoint a **property manager**.

Occasionally there are responsibilities that cannot be given to the tenant. In these circumstances, **we** may need to appoint a **property manager**. A **property manager** must be appointed for multi-let properties where there are common (shared) areas, such as the structure and internal and external shared parts and services (for example, corridors, stairs, kitchens, shared grounds and car parks, or services such as fire alarms). In these cases, an internal repairing (IR) lease that includes a service charge is common to meet the costs of maintaining these areas.

**We** must also appoint a **property manager** if there is a residential part to the property or if the area covered by the lease does not include all of the property held by **your** SIPP (for example, a shop where the shop forecourt has not been included in the lease).

Appointing a **property manager** will reduce the risks to **us** and **your** SIPP by making sure that all health and safety and legal requirements are met.

See **our** Panel of Property Professionals document.

For **your** SIPP to get the most benefit, the terms of the lease should reflect the market terms and rent. If the lease is between **us** and a connected tenant, the rent must be set by a **valuer** and regular rent reviews must be carried out, as paying below the market rent does not meet **HMRC** requirements.

# 10

## LETTING THE PROPERTY (CONTINUED)

---

### THE TENANT

#### Please remember

If **you** are a **connected tenant** **we** will instruct an independent **valuer** to find the relevant market rent.

See **our** Panel of Property Professionals document.

**You** can let the whole property to a single tenant or, if the property can be divided into parts, to more than one tenant. If **you** let the property to more than one tenant, **we** need to make sure there is a lease in place for each tenant.

While it is **your** responsibility to tell **us** about any proposed tenant, **we** can market the property through an agent **you** choose, to help **you** to find tenants. As landlord and owner, **we** must approve all tenants. If tenants who **we** have not approved occupy the property, **you** will not have met **our** and **HMRC** requirements and may have to pay significant tax penalties from **your** SIPP.

For connected tenants, **we** must instruct a **valuer** to find the appropriate market rent and carry out rent reviews if it says so in the lease. Rent must be paid to protect **your** SIPP from tax penalties. **We** cannot charge connected tenants a lower or higher rent than that appropriate for any unconnected tenant.

### RENT COLLECTION AND ARREARS

Unless the property is owned jointly or managed by a **property manager**, **we** will collect rent, insurance costs and service charges.

**We** do not carry out credit checks on the **tenant**. However, **you** can ask or **we** may be advised to ask for extra security such as a rent deposit or a guarantor.

If **we** are having difficulties collecting rent over a long period, **our** Property Credit Control Team will tell **you**. If **we** use **our** internal procedure to chase up rent but cannot recover the debt, **we** may consider legal action or end the lease. Unless the tenant is a connected tenant, it will be **your** decision whether or not to take action if they break the terms of the lease. **We** must always make every effort to make sure a connected tenant pays their rent, as this will protect **us** and **your** SIPP from **HMRC** penalties. Any costs charged by third parties, for example, solicitors, valuers or bailiffs (enforcement officers) as a result of rent arrears will be paid from **your** SIPP and, where possible, recharged to the tenant. This applies whether the tenant is connected or unconnected.

### RENT REVIEWS

#### Please remember

**We** will tell **you** when a rent review is due.

See **our** Panel of Property Professionals document.

A lease will usually include a condition that the rent is to be reviewed regularly. This will make sure that **your** SIPP is benefiting from collecting market rent. **We** will tell **you** when a rent review is due and **you** will be asked to nominate a **valuer** for **us** to instruct.

If the tenant is an unconnected tenant, **you** do not have to use **your** right to a rent review. However, if they are a connected tenant, **HMRC** say **we** must make sure they are not benefiting from a non-market (lower) rent. If a connected tenant is allowed to benefit from a lower rent, **we** and **your** SIPP would have to pay tax penalties.

If **you** do not tell **us** which **valuer** **you** want to use for rent reviews for connected tenants, **we** will appoint one from **our** panel of property professionals.

While the initial cost from the rent review will be met from **your** SIPP the process will usually benefit **you** in the long term as it will make sure that **your** SIPP receives the market rate of rent.

# 10

## LETTING THE PROPERTY (CONTINUED)

### SUBLETTING OR ASSIGNING THE PROPERTY

Our Lease Expiry Team will tell **you** when the current lease is due to run out. What happens when the lease runs out will depend on its terms. In England and Wales, each lease will either be included or excluded from the terms of the Landlord and Tenant Act 1954 ('the act') and this will decide what action can be taken, as set out below. In Northern Ireland, the act has been largely reproduced by the Business Tenancies (Northern Ireland) Order 1996, and tenancies of more than nine months will usually have the same protection. In Scotland, the act does not apply, but either party must give at least 40 days' notice to end the lease.

### ENDING OR RENEWING THE LEASE

There are a number of ways of ending the lease. **We** (as landlord) and the tenant must keep to strict timescales to give notice to leave the property. These will be set out in the lease or will be in line with the Landlord and Tenant Act 1954.

- **Break clauses**  
The lease may include a break clause. These are dates when the lease can be ended. They are decided in advance and are set out in the lease. Tenants must give **us** notice if they plan to use the break clause.
- **Forfeiture**  
**You** can end (forfeit) the lease if the tenant fails to pay the rent for a specified period, or meet other terms of the lease.

### END OF THE LEASE TERM OR RENEWAL

Our Lease Expiry Team will notify **you** when the current occupational lease is due to expire to seek **your** instructions. It is important to note that the action required at the expiry of the lease will depend on the terms of the existing lease. In England and Wales each lease will either be included or excluded from the terms of the 1954 Landlord and Tenant Act ('the Act') and this will determine what action can be taken as set out below. In Northern Ireland the Act has been largely replicated by the Business Tenancies (Northern Ireland) Order 1996 and generally tenancies with a term greater than 9 months will be subject to equivalent protections. In Scotland the Act does not apply but either party must give at least 40 days' notice of termination of the lease.

- **Leases included within the Landlord and Tenant Act 1954**  
If the lease is included within the Act it gives the **tenant** the right to remain in occupation of the property subject to the same terms as the existing lease until either party serves notice to bring the lease to an end or for a new lease to be drawn up. This is known as 'security of tenure'. A landlord can only refuse to grant a new lease if the grounds set out within the Act are satisfied.
- **Leases not included in the the Landlord and Tenant Act 1954**  
If the lease is not included in the act (known as 'contracted out') it means that, when the lease runs out, the tenant has no right to stay in the property unless a new lease has been granted. If the tenant remains in the property and pays the rent, and the landlord accepts the rent, there is a risk that the tenant can gain security of tenure and will be protected by the act. To then get vacant possession or a new lease, **we** would have to serve new notices.

If an existing lease is not included in the act it is important that a new lease is put in place on the date the previous lease ran out. If for any reason the lease is not completed in time, a short-term tenancy must be put in place.

In all cases with a **connected tenant** all new terms for a new lease must be advised by a **valuer**.

See **our** Panel of Property Professionals document.



# 10

## LETTING THE PROPERTY (CONTINUED)

---

**You** can propose the terms for the new lease with an unconnected tenant. **We** will check these with the tenant to get their agreement. If the terms cannot be agreed, a **valuer** will need to help **us** negotiate the terms.

For some lease renewals, **we** will need to carry out repairs and other inspections. Once new lease terms have been agreed, **we** will instruct a solicitor to draw up the legal documents. This can be a solicitor of **your** choice or a solicitor from **our** Panel of Property Professionals.

---

### REMOVING THE TENANT AT THE END OF A LEASE

If **you** would like to remove the tenant at the end of the lease and the lease is not included within the act, **you** will need to tell **us** at least six months before the lease ends. This is so that **we** can ask for the necessary notice to be given and arrange a repairs inspection.

---

### MINIMUM ENERGY EFFICIENCY STANDARDS

Since 2008, certain properties have needed to have a valid Energy Performance Certificate (EPC) before they are sold or let.

Since 1 April 2018, leases for commercial (non-domestic) properties in England or Wales have only been granted or amended if the property has an energy performance rating of A to E or is exempt from the regulations. If the property doesn't hold a minimum E rating and is not exempt, one of the following must apply.

- **Building work to gain an energy performance rating to 'E' or better**  
If a lease is to be granted or amended, the work needed to reach the minimum energy standard must be completed before **we** exchange contracts on a purchase or agree to any lease or amendments. **You** may want to consult an energy assessor (or give **us** the name of one to contact) to see whether building work is practical.
- **An exemption from MEES**  
If the property qualifies for an exemption, **we** will need evidence of this so that **we** can apply for one (as the landlord). Most exemptions are temporary. If this is the case, **we** will need **you** to tell **us** before the exemption ends how **you** will achieve the minimum rating.

If **you** can achieve the minimum rating by completing renovations or improvement work, **we** will only consider buying the property if **we** have the following.

1. Confirmation from an energy assessor, surveyor (or equivalent) that improvements will secure the minimum E rating;
2. A schedule setting out the costs of the improvements;
3. Confirmation that there are enough funds in the SIPP to pay for the improvements (at the time contracts are exchanged); and
4. Confirmation that the property will remain vacant until the improvements are completed, the minimum rating obtained and a formal lease granted. If **we** are buying a vacant property, **we** will need a cash float to meet any lending conditions. [For more information, see section 10 'Does the property have to be let?'].

# 10

## LETTING THE PROPERTY (CONTINUED)

---

At present, these regulations do not apply to property in Scotland and Northern Ireland. You can contact us for more details.

We recommend that you consult with a qualified EPC Assessor should you have any concerns regarding your property meeting MEES regulations now and in the future.

Further detailed information on Minimum Energy Efficiency Standards can be found on the Government's website at:

Non Domestic:

<https://www.gov.uk/government/publications/non-domestic-private-rented-property-minimum-energy-efficiency-standard-landlord-guidance>

Domestic:

<https://www.gov.uk/guidance/domestic-private-rented-property-minimum-energy-efficiency-standard-landlord-guidance>

While **we** allow vacant property **we** would encourage you to ensure the property is let so your SIPP can benefit from the rental income.

If the property becomes vacant it is important that **your** SIPP can meet ongoing costs. Costs include insurance, third-party and SIPP fees and, if it applies, service charges, business rates and loan payments. If **you** leave the property vacant or the rent does not meet these costs, **you** must have a cash float for these. The amount in the float will depend on the costs. **We** will advise **you** on this.

Please refer to the Property Insurance Notes.

If the property is vacant, a third party must inspect it each month to make sure it is secure, in a good state of repair, protected from trespassers and meets insurance requirements. Vacant land will be inspected every three months. If **we** find anything to be concerned about **we** will arrange more frequent inspections.

Regular inspections will help protect the property and the value of **your** SIPP. Inspections can:

- check for damage, vandalism or security issues;
- identify if a property is occupied (where there is no tenancy agreement); and
- identify and manage issues to do with waste, fly-tipping and so on.

**We** have arranged for all monthly inspections of vacant properties to be carried out by Orbis Protect Limited ('Orbis'). To make sure that **your** SIPP terms and conditions and minimum vacant property insurance requirements are met Orbis will do the following:

- Carry out internal and external inspections every month. They will keep a record of inspections and make them available to **us** and **our** insurers if **we** ask.
- Make sure that the building or land is kept secure and, where relevant, all external doors are kept securely locked, letter boxes are blocked, water drained, and electricity and gas supplies shut off at the property. If they think there has been anyone trespassing they will tell **us** and the local police.
- Monitor the buildings general state of repair. They will report any faults or issues to do with security, alarms or fire protection to **us** immediately.
- Manage fire risks by removing all inflammable materials from the premises and the site outside.

All inspection and repair costs will be met from **your** SIPP. **We** will contact **you** if there are any matters arising from the inspection. If there are no issues with security or health and safety, **we** will get **your** approval before any work is done or money spent. If Orbis cannot gain entry to the property or if they tell **us** about any risks to security or to the public, **we** will make sure that any work that is needed is done promptly. **We** may complete the work without consulting **you**.

It is important that no-one uses the property without **our** knowledge as this will affect the insurance cover and break **HMRC** requirements, leading to tax penalties. If **you** want to relet a vacant property, please contact **our** Lease Transaction Team who will arrange a formal tenancy.

#### Please remember

When a property is vacant **we** will need a cash float to make sure all costs can be met. The amount of this float will depend on the costs.

When the property is vacant, all costs associated with it will be paid from **your** SIPP. If **you** want to relet the property, please contact **our** Lease Transaction Team. **You** can find **your** own tenant or choose an agent for **us** to market the property.

# 12

## DEVELOPMENTS AND RENOVATIONS

---

You can build, develop or renovate property in your SIPP, by using funds from your SIPP or arranging borrowing.

### Please remember

Development works of any type can be a complicated area and it is essential that **we** know about any work before it begins

The following will need to be considered and dealt with before any work can be agreed.

- **We** have to act as any independent landlord would in the open market. This means that **we** first need a **valuer** to confirm whether it is reasonable for **your** SIPP to pay for the work. This will help **us** show **HMRC** that the work can be paid for through **your** pension fund.

The property will need to be valued. If there is already a lease for the property, **we** would expect **your** SIPP to benefit from an increase in rent when the work is complete. **We** would instruct the **valuer** to advise on any amendments to the terms of the lease, to include any rent increase.

However, if there is already a full repairing and insuring (FRI) lease, **you** won't usually be allowed to use **your** SIPP to pay for the work.

- Before any development work is carried out, **we** will need appropriate planning permission.
- **We** will need quotations from at least two different contractors. This helps **us** to compare the costs involved and make sure **your** SIPP is charged fairly.
- The rent must be reviewed in line with the terms of the lease.
- In most cases the work must be done by one contractor, who must usually be independent from **you**. In some circumstances **we** may consider appointing a **connected party** who is a professional contractor, although **we** will need separate professional advice, at extra cost, about the price and extent of the work. This will help **us** to make sure the work has been fairly priced.

# 12

## DEVELOPMENTS AND RENOVATIONS (CONTINUED)

---

- **We** will instruct the contractor to complete the works but before doing so **we** will need a Construction Phase Plan.
- **We** will use **our** own contract documents in all cases. The type of contract used will depend on the specifications and type of the development. The contract will be between **us**, as the landlord/owner, and the contractor. It will set out the works to be completed for a fixed price.
- **We** may need to appoint an architect or project supervisor to complete **our** contract. This includes drawing up and obtaining any necessary supplemental documents, warranties, information or advice relating to the work. Whoever **we** appoint will depend on which contract **we** decide to use. Any professional **we** appoint will be formally instructed by **us**.
- **We** and the contractor have to be members of the Construction Industry Scheme. The contractor must give **us** tax details in order for **us** to pay them, in line with **HMRC** requirements.

There must be funding for the work and all costs, including VAT, available in **your** SIPP before any contracts can be signed and work formally started.

In most cases VAT is paid on building works. The VAT can be recovered, but to do so **we** will need to make sure that the property is not exempt from VAT before any development begins. It can take three to five months to reclaim VAT. Please refer to your adviser and/or accountant if you have any queries or need further advice in this respect.

# 13

## INSURANCE

---

It is vital to keep the right level of insurance cover in order to protect your property investment.

### Please remember

The proceeds from an insurance claim will need to be paid to the SIPP and invoices for repairs will be paid by the SIPP.

### Ongoing cover

To keep **your** investment secure, **you** must tell **us** about any changes that could affect it. **You** must tell **us** immediately:

- About any changes to the property or the **tenant's** circumstances (including a **connected tenant**) that **you** know of and which could affect the value of **your** investment or future liabilities.;
- If the property becomes vacant;
- About any changes to the current rent **you** have agreed with an **unconnected tenant**;
- About anything significant that will affect the reinstatement value of the property including changes made to the property;
- If anything happens that **we** must contact the insurer about.

### Making a claim

If the property suffers any damage covered by the insurance, details must be provided to the insurers within 30 days. In the case of riot and malicious or criminal damage, details must be provided to us within seven days and the police told immediately.

See the Property Insurance notes.

# 14

## SELLING THE PROPERTY

Investment in property is generally for the long-term. When you want to sell, we are here to help.

### Selling the Property

#### MARKET RISK

The value of commercial property can go up or down and you may not get back what you invested.

Also, there may not be a ready market for your property and it may take longer to sell than you expect. This could affect the timing and the amount of benefits that you may wish to take from the SIPP or it could affect when you can reinvest the proceeds of the sale.

#### SALE VALUE

There has to be an independent valuation of the property and, if it is to be sold to you or another connected party, it must be on an arm's-length basis at full market value.

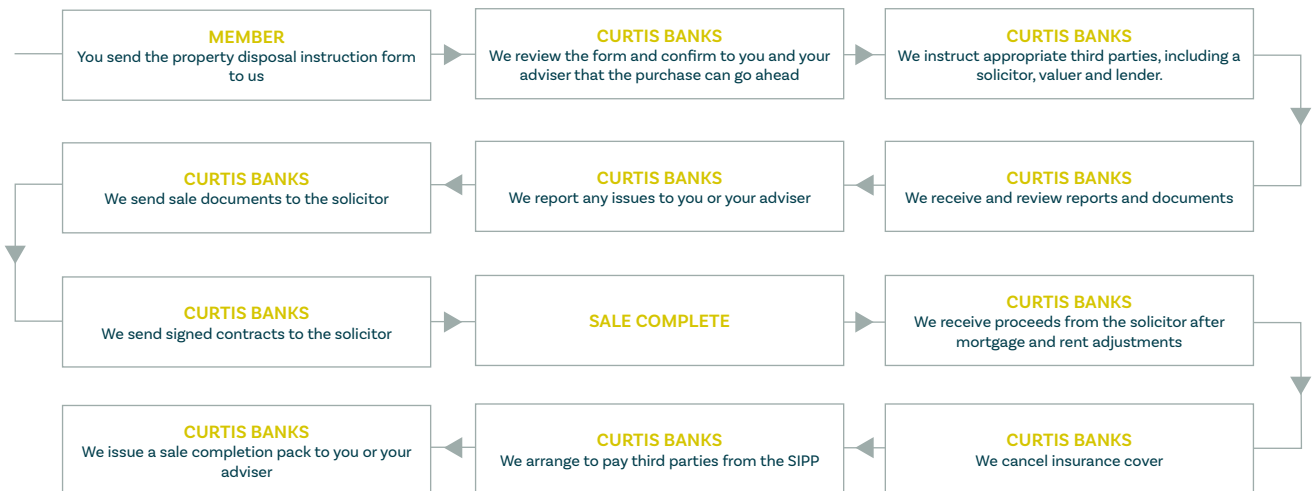
#### TIMING

You can sell the property at any point. We will need to make sure that you meet our requirements before the sale. These include, but are not limited to, receiving our Property Disposal Guide (see page 32), making sure all rent is paid up to date and, if selling to a connected party, making sure the sale value is in line with the valuation.

The proceeds of the sale will be kept in the SIPP.

#### PROPERTY FLOW CHART

Below is a high level flowchart covering the main stages of a typical property sale.



# 14

## SELLING THE PROPERTY (CONTINUED)

---

### **If a member of the group withdraws**

If the property is held by a group of clients the sale will take place in line with the terms of the **Group Investment Agreement**. Each **Group Investment Agreement** will specify the amount of time that your syndicate members will have to decide whether or not to buy your share of the property or introduce another buyer. This is generally two months. If a decision hasn't been made in this time, **you** can then sell **your** share of the property on the open market.

### **Property Disposal Guide**

**Our** Property Disposal Guide has information on how **you** can sell all or part of the property or transfer it to another pension scheme. The guide also includes a property disposal form, which **you** must fill in, sign and return to **us** to begin the sale.



# 15

## FEES

---

The fees for holding a SIPP and the associated property fees are set out in the Schedule of Fees for your product.

Details of all **our** fees can be found in the Schedule of Fees.

### Order of disposal

If **you** do not make cash available in **your** SIPP to meet expenses **we** may need to force the sale of the property. If this happens **we** will follow **our** Order of Disposal Policy which is available if **you** ask.

**You** have to pay **us** a fee for buying and selling or transferring a property on behalf of **your** SIPP, plus fees for owning and managing a commercial property. **You** must also pay a fee if the property is registered for VAT. These fees are on top of any other fees **we** charge for opening and managing **your** SIPP.

All fees associated with the property will be taken from **your** SIPP property bank account. This account is specific to the property. Where there are a group of clients the fees will be split in proportion to who owns what percentage. It is **your** responsibility to make sure that there is enough money in this account to pay the fees. If funds are not available, **we** will follow **our** Order of Disposal Policy.

There will also be third-party fees and bills to pay from **your** SIPP and, under the terms and conditions, **you** agree to cover **us** for these costs. **You** may have to pay third parties even when a transaction does not complete. These fees will be based on time spent on the transaction.

# 16

## GLOSSARY

---

Pensions and property can be complicated. To make this guide as easy to understand as possible, we've prepared a glossary of the terms that appear throughout this document.

### ACCOUNTANT

A professional who holds ACA, ACCA, CIMA qualification or the equivalent..

---

### ADVISER

A financial **adviser you** nominate to receive communications about **your** SIPP and to give instructions on **your** behalf.

---

### BENEFITS

A lump sum payment or income payable by **drawdown** or by buying an annuity (or a combination of both).

---

### CONNECTED PARTY

Anyone who is covered by the definition of a connected person in section 993 of the Income Tax Act 2007. A **connected party** includes family members or any company or partnership connected with **you** or **your** relative. They may also be referred to as a connected tenant.

---

### COMMONHOLD

The **freehold** shared ownership of and responsibility for shared areas and services in a multi-let property.

---

### DRAWDOWN

Taking **benefits** from **your** pension fund, in the form of an income, while it's still invested.

---

### FREEHOLD

Permanent and complete ownership of land or property with the freedom to sell or transfer it as **you** like.

---

### GROUP INVESTMENT AGREEMENT

Curtis Banks' standard agreement for properties which are owned by a number of SIPP clients.

---

### HMRC

HM Revenue & Customs, the UK tax authority.

---

### LEASEHOLD

An interest in a property held under a rental agreement (lease) by which the owner gives someone the right to occupy or use land for a set time. Ownership of the property returns to the landlord when the lease comes to an end.

---

### PROPERTY MANAGER

A individual or company qualified or registered (or both) with the Royal Institution of Chartered Surveyors (RICS), who is appointed to manage the collecting rent and service charges and making sure the shared areas of the property are inspected, serviced and adequately maintained in line with **our** contractual obligations.

---

# 16

## GLOSSARY (CONTINUED)

---

### TAXABLE PROPERTY

If a property is used for, or is suitable for use as a home, or is land that forms part of the garden or grounds of such a property, it may be classed as **taxable property**. **Taxable property** also includes all 'tangible and moving assets' (things **you** can touch and move) that are separate to the bricks and mortar of the property. The full definition is set out in the Finance Act 2004.

---

### UNCONNECTED PARTY

Anyone who is not included in the definition of a '**connected party**' given in section 993 of the Income Tax Act 2007.

---

### VALUER

A firm of valuers or surveyors that are qualified and registered with the Royal Institution of Chartered Surveyors (RICS).

---

### WE/OUR/US

Any of **our** registered companies acting as Scheme Trustee or Scheme Administrator for the Pension Scheme.

---

### YOU/YOUR

The owner of the SIPP and property, along with any agents appointed to act on **your** behalf.

---

---

# HERE TO HELP

---

If you have any questions about  
the topics discussed in this guide  
we'd be happy to help



## Have a property question?

**New Property Enquiries**

- Adviser enquiries for new property purchases

[nick.giles@curtisbanks.co.uk](mailto:nick.giles@curtisbanks.co.uk)  
07909 115614

**Property Acquisition and Disposal Team**

- Purchases
- Sales
- Transfers
- Re-ownerships

[buyingproperty@curtisbanks.co.uk](mailto:buyingproperty@curtisbanks.co.uk)  
01473 296 962

**Lease Transaction Team**

- New lease, assignment and surrenders

[tenantchanges@curtisbanks.co.uk](mailto:tenantchanges@curtisbanks.co.uk)  
01473 296 995

- Lease renewals

[leaserenewalteam@curtisbanks.co.uk](mailto:leaserenewalteam@curtisbanks.co.uk)  
01473 296 940

- Repairs and maintenance

[dilapidations@curtisbanks.co.uk](mailto:dilapidations@curtisbanks.co.uk)  
01473 296 940

**Property SIPP Servicing Team**

- Property valuations

[propertyvaluations@curtisbanks.co.uk](mailto:propertyvaluations@curtisbanks.co.uk)  
01473 296 802

- Loan enquiries, refinancing and redemptions

[propertyloanenquiries@curtisbanks.co.uk](mailto:propertyloanenquiries@curtisbanks.co.uk)  
01473 296 802

- Loan payment failures and property liquidity

[propertysippservicing@curtisbanks.co.uk](mailto:propertysippservicing@curtisbanks.co.uk)  
01473 296 802

**Developing Property Team**

- Building work
- Development questions
- Planning permission
- Repairs and maintenance

[developingproperty@curtisbanks.co.uk](mailto:developingproperty@curtisbanks.co.uk)  
01473 296 995

**Property Compliance and Audit Team**

- Audit of existing property
- Property compliance

[propertyaudit@curtisbanks.co.uk](mailto:propertyaudit@curtisbanks.co.uk)  
01473 296 848

We may record and monitor calls. Call charges will vary. Please remember not to send any personal, financial or banking information by email as it is not a secure method of communication.

# 17

## CONTACTS (CONTINUED)

---

Have a property question?

### Property Insurance Team

- Property insurance enquiries  
[propertyinsuranceipswich@curtisbanks.co.uk](mailto:propertyinsuranceipswich@curtisbanks.co.uk)  
01473 296 871

### Property Credit Control Team

- Rent billing
- Rent, insurance and service charge arrears  
[propertycreditcontrolipswich@curtisbanks.co.uk](mailto:propertycreditcontrolipswich@curtisbanks.co.uk)  
01473 296 939

---

### Rent Review Team

- Tenant rent reviews  
[rentreviewteam@curtisbanks.co.uk](mailto:rentreviewteam@curtisbanks.co.uk)  
01473 296 833

### Management Enquires Team

- General tenant enquiries, utilities, service charges and wayleaves  
[managementenquiries@curtisbanks.co.uk](mailto:managementenquiries@curtisbanks.co.uk)  
01473 296 961
- Vacant inspections and unauthorised occupants  
[vacantinspections@curtisbanks.co.uk](mailto:vacantinspections@curtisbanks.co.uk)  
01473 296 840
- Expiring lease enquiries, breaking a lease or leaving a property  
[leaseexpiry@curtisbanks.co.uk](mailto:leaseexpiry@curtisbanks.co.uk)  
01473 296 870

---

We may record and monitor calls. Call charges will vary. Please remember not to send any personal, financial or banking information by email as it is not a secure method of communication.

# 18

## ACCESSING OUR SERVICES

---

If you experience difficulties accessing any of our services due to personal circumstances, we may be able to make some adjustments to help you. Please contact our SIPP Support Team on 01473 296969 or [sippsupportteam@curtisbanks.co.uk](mailto:sippsupportteam@curtisbanks.co.uk) to discuss any support adjustments that may be available to you.





Curtis Banks Limited,  
3 Temple Quay,  
Bristol, BS1 6DZ

T 0370 414 7000  
F 0117 929 2514

[curtisbanks.co.uk](http://curtisbanks.co.uk)

Curtis Banks,  
153 Princes Street,  
Ipswich, IP1 1QJ

T 0370 414 7000  
F 0370 414 8000

**Call charges will vary. We may record and monitor calls.**

If you're contacting us by email, please remember not to send any personal, financial or banking information because email is not a secure method of communication.

Curtis Banks Group plc (registered number 07934492) and Curtis Banks Limited (registered number 06758825) are companies registered in England & Wales with their registered addresses at Dunn's House, St Paul's Road, Salisbury, SP2 7BF. Curtis Banks Limited is authorised and regulated by the Financial Conduct Authority (number 492502).

Curtis Banks Pensions is a trading name of Suffolk Life Pensions Limited. Suffolk Life Pensions Limited is a company registered in England & Wales (register number 1180742) and is authorised and regulated by the Financial Conduct Authority (number 116298). Suffolk Life Annuities Limited is a company registered in England & Wales (registered number 1011674) and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (number 110468). The registered address of both companies is 153 Princes Street, Ipswich, Suffolk IP1 1QJ. SL400.202404.3 April 2024

