SCHEDULE OF DEEDS AND DOCUMENTS

We acknowledge to have received the undermentioned deeds and documents from The Elliott-Trainor Partnership, Solicitors, 3 Downshire Road, Newry, County Down BT34 1EE.

RE: YOUR CLIENT –
OUR CLIENT – HSS PROPERTY LTD
PROPERTY – 95 CAVEHILL ROAD, BELFAST
OUR REF – RC.OK.CONV LOUG 86.3

Date	Document	Parties
26.09.1919	Folio and map	Folio AN 121058L County Antrim
	Lease	Thomas McGuigan (1) and Joseph Simpson (2)
	Gas safety record	
	Regional property certificate	
	Belfast City Council property certificate	
	Statutory charges search	
	Energy performance certificate	
	Company search	
	Statutory charge search	
	Regional property certificate	
	Local Government property certificate	
	Building control certificate of regularisation	
	Bundle of prior title	

Date Received: .....

Signed: .....

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	Regional property certificate	
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	Building control certificate of regularisation	
	Bundle of prior title	

Date Received: .....

Signed: .....

Special Conditions

1.0 Conditions of Sale

1.1 This agreement incorporates the Law Society of Northern Ireland General Conditions of sale (4th Edition 2020 ("the general conditions"). Where there is a conflict between the General Conditions and the special conditions the special conditions prevail.

1.2 Terms used or defined in this Agreement have the same meaning when used in the General Conditions.

1.3 The Property is sold subject to the encumbrances on the Property and the Purchaser will raise no requisition on them.

1.4 The following general conditions will not apply (solicitor for Vendor to delete this paragraph or insert general conditions that do not apply as appropriate)

2.0 Conduct of Auction

2.1 The sale is subject to a reserve price unless otherwise stated

2.2 The Vendor or the Auctioneer or some other person authorised by the Vendor may bid both up to and over the reserve price.

2.3 The Auctioneer may at his absolute discretion refuse any bid and regulate the bidding in any manner the Auctioneer wishes.

2.4 If there is a dispute about a bid the Auctioneer may resolve the dispute or re-start the auction at the last undisputed bid. The Auctioneer's decision in the event of a dispute is final.

2.5 For the avoidance of doubt this contract shall become binding when the Auctioneer accepts a bid on behalf of the Vendor from the purchaser for the Property either pre or post auction or on the fall of the online or physical auction hammer as per the auction terms and conditions as outlined on www.nipropertyauction.com/online-terms-conditions .

2.6 If the Purchaser refuses to pay a deposit the Auctioneer reserves the right to re-offer the Property for sale as if the bid had not been accepted or at the Auctioneer's option sign the Memorandum of sale on behalf of the Purchaser.

2.7 The Auctioneer reserves the right to sell the Property in separate lots.

2.8 The Vendor reserves the right to alter or add to the particulars and or the special conditions at any time prior to or at the auction.

Details of Pending Applications:

Application Number	Application Type	Applicant Reference	Applicant	Date Lodged
There are no pending applications.				

Land Certificate History:

12/04/2005
MALLON & CO. SOLICITORS LIMITED
3 CASTLEROCK ROAD
COLERAINE
LONDONDERRY
BT51 3HP
Northern Ireland

30/04/2019
ELLIOTT TRAINOR PARTNERSHIP
3 DOWNSHIRE ROAD
NEWRY
COUNTY DOWN
BT34 1ED
Northern Ireland

Land & Property Services – The Land Registry

TITLE REGISTER

Date of First Registration: 08/04/2005

Folio: AN121058L

Edition: 1

County: Antrim

Opened: 08/04/2005

L.R. Map Reference: 130-09NW2

Prior Title (if any):

Grid Reference: 329 767

Area: Under one hectare

PART I – containing a description of the land and, where appropriate, particulars of the lease under which it is held.

The leasehold land shown on the Registry Map relating to the above Folio and known as 95 Cavehill Road, Belfast.

There are excepted and reserved out of the said land all such matters and things as are excepted and reserved in and by the Lease hereinafter mentioned.

Short particulars of lease under which the land is held

Date of Lease: 26th September 1919
Term: 1000 years from 1st November 1900
Parties:
1. Thomas McGuigan
2. Joseph Simpson

PART II – containing the name and address of the registered owner and the other particulars relating to ownership of the land.

Date of Registration & Remarks	Particulars
	CLASS OF TITLE: Good Leasehold
~~Registered 8th April 2005 Document No: 2005/100831/A~~	~~MCG DEVELOPMENTS LTD of 34 SEAFIELD PARK, PORTSTEWART, COUNTY LONDONDERRY, BT55 7JU is full owner.~~ ~~PRIORITY NOTE~~ ~~The Document to complete the contract mentioned in the application affecting the land described therein, if in order and delivered to the Land Registry within a period of 40 days from the date on which the application is deemed to have been received in the Land Registry, shall rank in priority before any other dealing presented for registration during that period relating to the land referred~~

Any entries deleted are no longer subsisting

Date of Registration & Remarks	Particulars
	~~to in that application.~~ ~~Lodged:12/04/2019 PM~~ ~~Expiry date:22/05/2019~~ ~~Name of applicant: HSS PROPERTY LTD~~ ~~Whole of folio~~ ~~Purchase~~ ~~Priority Search Number 2019/303804~~
Registered 17th April 2019 Document No: 2019/314137/C Consideration £125,000	HSS PROPERTY LTD of 16 CARRIVEKEENEY ROAD, CORRINSHIGO, NEWRY, BT35 7LU is full owner.

PART III – containing particulars relating to burdens and charges etc.

Date of Registration & Remarks	Particulars
Registered 8th April 2005 Document No: 2005/100831/A	The yearly rent reserved by the said Lease payable as therein provided.
~~Charge~~ ~~Registered 8th April 2005~~ ~~Document No: 2005/100831/A~~ ~~C of C to Rafferty & Boyle~~	~~Charge for all moneys secured by the said Document.~~ ~~Charge Owner: The Governor and Company of the Bank of Ireland, 54 Donegall Place, Belfast.~~ ~~TRANSFERRED SEE BELOW~~
~~Transfer of Charge~~ ~~Registered 11th April 2011~~ ~~Document No: 2011/136412/A~~ ~~C of C Re-issued to The Governor and Company of the Bank of Ireland~~	~~Bank of Ireland (UK) plc, c/o Bank of Ireland UK, 1 Donegall Square South, Belfast BT1 5LR is owner of Charge registered above on 8th April 2005.~~
Cancelled 20th December 2018 Document No: 2018/969119/B	

Landlord Home Owner Gas Safety Record

This inspection is for gas safety purposes only to comply with the Gas Safety (Installation and Use) Regulations. Flues have been inspected and checked for satisfactory evacuation of products of combustion. A detailed internal inspection of the flue integrity, construction and the lining has NOT been carried out.

Registered business	Job address	Landlord/agent	Certificate information
Gas safe ID 221576 ATS Gas Services LTD Farset Enterprise Park 638 Springfield Road Belfast Antrim BT12 7DY +44 2890315977	95 Cavehill Road Belfast Antrim BT15 5BH	N/A	Date 30/05/2022 Number 20650 Next inspection due 30/05/2023

No	Location	Appliance type	Make/model	Flue type	Landlords appliance	Appliance insp?	Combustion analyser reading	Operating pressure or heat input	Safety device(s) correct operation
1	Landing	Combination Boiler	worcester/Greenstar 28i junior	RS	Yes	Yes	0.0013	28 kw	Yes
2	Kitchen	5 ring hob	Baumatic/5 ring	FL	Yes	Yes	N/A	20 mbar	Yes
3	Utility	Combination Boiler	worcester/Greenstar 28i junior	RS	Yes	Yes	0.0013	28 kw	Yes

No	Ventilation provision satisfactory	Visual condition of the flue & termination satisfactory	Flue performance checks	Appliance serviced	Appliance safe to use	Approved CO alarm fitted?	Is CO alarm in date?	Testing of CO alarm satisfactory
1	Yes	Yes	Pass	Yes	Yes	Yes	Yes	Yes
2	N/A	N/A	N/A	Yes	Yes	Yes	Yes	Yes
3	Yes	Yes	Pass	Yes	Yes	Yes	Yes	Yes

No	Defect(s) identified	Remedial action taken	Warning/Advice notice issued

Number of appliances tested	3
Gas installation pipework (visual inspection) satisfactory?	Yes
Gas tightness test satisfactory?	Yes
Emergency control valve accessible?	Yes
Protective equipotential bonding satisfactory?	Yes
Audible carbon monoxide alarm fitted?	Yes

Engineer information	Received by information	Comments
Engineer name: Terry Crawford Gas safe card ID: 5276553 Signature: TMC	Name: Ms Helen Loghran Received by: Customer Signature: CH	

Analyser readings	App 1	App 2	App 3	App 4
Working pressure (at meter)	20.2 mbar	20.2 mbar	20.3 mbar	
Working appliance pressure	19.4 mbar	19.4 mbar	19.6 mbar	
Co parts per million	121	N/A	129	
Percentage co2	9.8	N/A	9.8	
Percentage oxygen	4.8	20.9	3.8	
Co/Co2 ratio	0.0012	N/A	0.0013	
Gross flue gas temperature	54	N/A	54	
Gas rate (if applicable)	2.5 M3/H	0.8 M3/H	2.6 M3/H	

& Property Services

Seirbhísí Talún & Maoine

THE LAND REGISTRY | CLÁRLANN NA TALÚN

Date: 18 May 2022
County: Antrim
Folio: AN121058L
Scale: 1:1250
Our Ref: 2022/385259
Your Ref: GT.AD.CON LOUG 86.3
Map Ref(s): 13005SW4,13009NW2

Sheet 1 of 1

Key to folio labels:

a AN121058L

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Regional Property Certificate Unit

Property Enquiry Certificate

Ref No: CU/2022/13487

Applicant's Details:

ELLIOTT-TRAINOR PARTNERSHIP
3, DOWNSHIRE ROAD
NEWRY
BT34 1EE

Email: INFO@ETPSOLICITORS.COM

Regional Property Certificate Unit

Fermanagh & Omagh District Council
2 Townhall Street
Enniskillen BT74 7BA

Telephone: 0300 303 1777 Ext 21928
or 028 6632 1828
Email: propcerts@fermanaghomagh.com

Request Address:

95, CAVEHILL ROAD
BELFAST
BT15 5BH

Ref No: **CU/2022/13487**
Discharge Consent No & Ref No: RC.OK.CONV LOUG 86.3

OS: 13009NW2

Name of Owner: HSS PROPERTY LTD

Date Received: 23/05/2022

Date Returned: 31/05/2022

Fees Received: £70.00

The replies provided in the Property Certificate will not attempt or claim to deal with matters which relate to other functions of District Councils, the Northern Ireland Housing Executive or other public bodies or with charges registered in the Statutory Charges Register or matters registered in Land Registry or the Registry of Deeds.

The replies are furnished in accordance with the information at present available to the Consultees of this process and provided by RPCU and on the understanding that neither the Council nor any officer of the Council is legally responsible therefore.

Replies to questions provided on the Property Certificate relate exclusively to the site outlined on the location plan supplied.

All correspondence relating to these answers should quote the Property Certificate Reference Number.

DEPARTMENT for INFRASTRUCTURE (DfI) - TRANSPORTNI

1. Is the road adjoining the property maintainable by the Department within the meaning of the Roads (NI) Order 1993? (Note: "road" includes the carriageway any associated footway verge and service strips which should be kept free of obstructions.)

Roads Hydebank:

CAVEHILL ROAD IS MAINTAINED, NORMAL FOOTPATH WIDTH ONLY. WILLOWBANK GARDENS IS MAINTAINED, NORMAL FOOTPATH WIDTH ONLY. REAR ENTRY IS MAINTAINED.

2. Are there any proposals for road works which may affect the property?

Roads Hydebank:

NO.

3. If the road is not maintained by the Department:
(i) has it been determined for adoption under the provisions of the Private Streets (NI) Order 1980? and Private Streets (Amendment) (Northern Ireland) Order 1992, and the Roads (Northern Ireland) Order 1993?,
(ii) If so, has a bond been obtained from the Developer?

Roads Hydebank:

(I) N/A

(II) N/A

NORTHERN IRELAND WATER

4. Is a public sewer available to serve the property?

Yes, there is a foul sewer within 20m of the boundary of the site, as indicated on the map provided with the property certificate enquiry.

No, there is no storm sewer within 20m of the boundary of the site, as indicated on the map provided with the property certificate enquiry.

5. Is a public water main available to serve the property?

Yes, there is a watermain within 20m of the boundary of the site, as indicated on the map provided with the property certificate enquiry.

6. Have any consents to discharge trade effluent under Article 275 or Article 276 of The Water and Sewerage Services (NI) Order 2006 been granted conditionally or refused in relation to the property?

NO.

DEPARTMENT OF AGRICULTURE, ENVIRONMENT AND RURAL AFFAIRS (DAERA)

7. Have any consents under Article 7 of the Water (Northern Ireland) Order 1999 which include consents issued under the Water Act (Northern Ireland) 1972 which are deemed as consents under the said Order been
(A) granted or
(B) refused
in relation to the property?

NO.

RELEVANT INFORMATION - Please include any consent reference number in Section A which may assist in the processing of your application. Failure to provide this information may result in an inexact property certificate.

PLANNING

8. Has the property been the subject of a planning application? If so, please give details.

Planning Applications - None.

9. Has an occupancy condition been attached to any planning permission? If so please specify.

PLEASE SEE ANSWER TO QUESTION 8 FOR DETAILS OF ANY CONDITIONS.

10. Has any condition relating to trees been attached to any planning permission? If so please specify.

None.

11. Has the Council, or as the case may be, the Department for Infrastructure served any notice or made any order or taken any other action under the Planning Act (Northern Ireland) 2011 or Planning (Northern Ireland) Order 1991 in respect of the property other than the matters registered in the Statutory Charges Register?

ENFORCEMENT NOTICES:
None.

LISTED BUILDING:

None.

CONSERVATION AREA:
None.

GENERAL

12. Is there any present proposal by the Department for Infrastructure or the Department for Communities to acquire all or any part of the property for any of its statutory functions?

PLANNING:

None.

DEPARTMENT for INFRASTRUCTURE (DfI) - TRANSPORTNI:

Roads Hydebank:

NO.

NORTHERN IRELAND WATER:

NO.

13. Has any notice or counter-notice been served on or by the Council, or as the case may be, the Department for Infrastructure or the Department for Communities under Part 1 of the Planning & Land Compensation Act (Northern Ireland) 1971, the Planning Blight (Compensation) (NI) Order 1981 or the Planning (NI) Order 1991?

PLANNING:

None.

DEPARTMENT for INFRASTRUCTURE (DfI) - TRANSPORTNI:

Roads Hydebank:

NO.

NORTHERN IRELAND WATER:

NO.

Jackie Owens

Jackie Owens

Regional Property Certificate Unit Manager
for Chief Executive

Search Reference:	CU/2022/13487		
Map Sheet Reference:	13009NW2		
Property Address:	95, CAVEHILL ROAD BELFAST BT15 5BH	**Regional Property Certificate Unit** **County Buildings** **15 East Bridge Street** **ENNISKILLEN** **BT74 7BW**	
Date:	30-May-2022	Scale:	1: 1250

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Place and Economy Department
Cecil Ward Building
4-10 Linenhall Street
Belfast
BT2 8BP

Tel: 02890 270480

ELLIOTT TRAINOR PARTNERSHIP
3 DOWNSHIRE ROAD
NEWRY
BT34 1EE
DX 2053 NR NEWRY

10 YEAR PROPERTY CERTIFICATE Ref No: PC/2022/02411

PROPERTY ADDRESS: 95 Cavehill Road
Belfast
BT15 5BH

USE OF PROPERTY: Domestic

SOLICITORS REF: RC.OK.CONV LOUG 86.3

(THE APPLICANTS ATTENTION IS DRAWN TO THE NOTES OVERLEAF)

RECEIVED DATE: 30/05/2022

ACTIONED DATE: 09/06/2022

FEE: £70

MAP SUPPLIED: YES

IMPORTANT NOTES REGARDING PROPERTY CERTIFICATES

NOTE (1)

This Property Enquiry is limited to a 10 year period, based on a desktop search. The 10 year period is taken from the 1st of January in which year the property enquiry is made.

NOTE (2)

Applications will be taken to include Full Plans, Building Notice and Regularisation Notices.
All Applications received will be listed on this Property Certificate.

NOTE (3)

The information given is accurate to the best of the knowledge of the officers completing the Certificate.
Applicants should, however, note that:-

a) The Officers completing the Certificate have no authority to bind the Council as to further actions.

b) The purchaser is advised to make his/her own enquiries and, in particular, to have the property fully surveyed by a competent person.

c) Whilst every care is taken to ensure the accuracy of the information supplied, neither the Local Authority employees completing the Certificate nor the Local Authority accept any legal liability for any errors or inaccuracies or mis-statements in the information provided.

d) The information is given as a part of a public service and it is not the intention of the officers or their employers to enter into contractual relations with the applicant. The fee paid is an administration fee to cover the costs of furnishing the information required and nothing more.

e) The information supplied has been obtained solely from records kept by the Local Authority and whilst every care is taken in compiling these records, particularly older records, may no longer be accurate.

f) No inspection of the premises has been carried out for the purpose of the completion of the Certificate.

NOTE (4)

The definition of "contemplated" in the context of this Certificate should be interpreted as being under consideration by the Council at body Corporate level or, where authority has been delegated, at Departmental level.

NOTE (5)

Where there is follow up to an adverse or reserve comment on a Property Certificate and the matter to which the adverse or reserve comment relates has been resolved and a "clear" Certificate is required, a new application must be submitted together with a fee of £15.00.

NOTE (6)

Definitions: An Application prefix F_ relates to Full Plans, B_ relates to a Building Notice, R_ relates to Regularisation.
Notice of No Effect, means that the application has been declared invalid.
Pending, an application has been lodged with Building Control however the plan has not been assessed.

Property Address Applied For: 95 Cavehill Road
Belfast
BT15 5BH

Ref: PC/2022/02411

IMPORTANT NOTE:

The following information given by the Council shall be read and construed in accordance with the qualifications set out in the 'Information for Applicants' associated with the application for this Property Certificate.

SECTION ONE: Building Regulations Matters

1.1 Confirm if the Council has received any application(s) for Full Plans, Building Notice, and / or Regularisation Certificate in relation to the Property within the Certificate Period. **YES**

Plan No	Application Date	Decision Date	Decision	Description	Completion Date
RG/2018/0196/ MAST MAST	29/01/2018	12/02/2018	GRANTED	Installation of natural gas heating in ground floor shop and first floor flat.	12/02/2018

1.2 Do the Council's records for the Certificate Period disclose any outstanding breach of Building Regulations? **NO**

1.3 Is the Council currently contemplating any legal proceedings in respect of the Property, or have any such proceedings been instigated? **NO**

1.4 Confirm if any relaxation or dispensation has been granted in relation to the Property within the Certificate Period; and if so to what extent? **NO**

SECTION TWO: Building Licensing Matters

2.1 Have any Licences been granted in relation to the Property as indicated in the following table?

LICENCE TYPE	LEGISLATION	GRANTED YES/NO
Public Entertainments Licence	Local Government (Miscellaneous Provisions) (NI) Order 1985	NO
Amusement Permit	Betting, Gaming, Lotteries and Amusements (NI) Order 1985	NO
Petroleum Spirit Licence	Petroleum (Consolidation) Act (NI) 1929	NO
Cinematographic Licence	Cinemas (NI) Order 1991	NO
Dog Kennels	Dogs (NI) Order 1983	NO
Caravans	Caravans Act (NI) 1953	NO

SECTION THREE:
Dangerous and Ruinous Structures, Environmental Health and Other Matters

3.1 Does the Council have a record of the issue and/or non-compliance with any dangerous structure or ruinous building order(s)/notice(s) in relation to the Property, issued under the legislation indicated in the following table?

LEGISLATION	YES/NO
Towns Improvement (Ireland) Act 1854	NO
Towns Improvement (Clauses) Act 1847	NO
Public Health Acts Amendment Act 1907	NO
Pollution Control and Local Government (NI) Order 1978	NO
Sections 116 & 117 Belfast Improvement Act 1878	NO

3.2 Is the Council, in relation to the Property, currently contemplating or has it instigated legal proceedings pursuant to any of its statutory functions as indicated in the following table?

LEGISLATION	YES/NO
Food Safety (NI) Order 1991	NO
Health and Safety at Work (NI) Order 1978	NO
Industrial Pollution Control (NI) Order 1997	NO
Pollution Control & Local Government (NI) Order 1978	NO
Public Health (Ireland) Act 1878	NO
Access to the Countryside (NI) Order 1983	NO

3.3 Is the Council currently contemplating the compulsory acquisition of the Property in connection with the exercise of any of its statutory functions? **NO**

3.4 Does a Smoke Control Order affect the property? **YES**

3.5 Confirm the postal number and address of the property.

95 Cavehill Road

McMahon & Co
LawSearchers
Tel : (028) 9043 9777
Fax : (028) 9043 9555

Suite 78
20 Wellwood Street
Belfast
BT12 5GE
DX:2014 NR Belfast2

STATUTORY CHARGES REGISTER SEARCH

Against

95 Cavehill Road, Belfast, Northern Ireland

Reveals up to and including the 9th day of May 2022

NO SUBSISTING ENTRIES in accordance with map furnished;

Dated this 19th day of May 2022

Signed: M McMahon & Co

No responsibility is, or can be, taken for any errors or omissions on the Statutory Charges Register including software glitches/faults in the records of the database.

Land & Property Services
Seirbhísí Talún & Maoine
THE LAND REGISTRY CLÁRLANN NA TALÚN

Date: 18 May 2022
County: Antrim
Folio: AN121088L
Scale: 1:1250
Our Ref: 2022/385259
Your Ref: GT.AD.C6N LOUG 86.3
Map Ref(s): 1200SW4,1200SW2

Sheet 1 of 1

Key to folio labels:

a AN121088L

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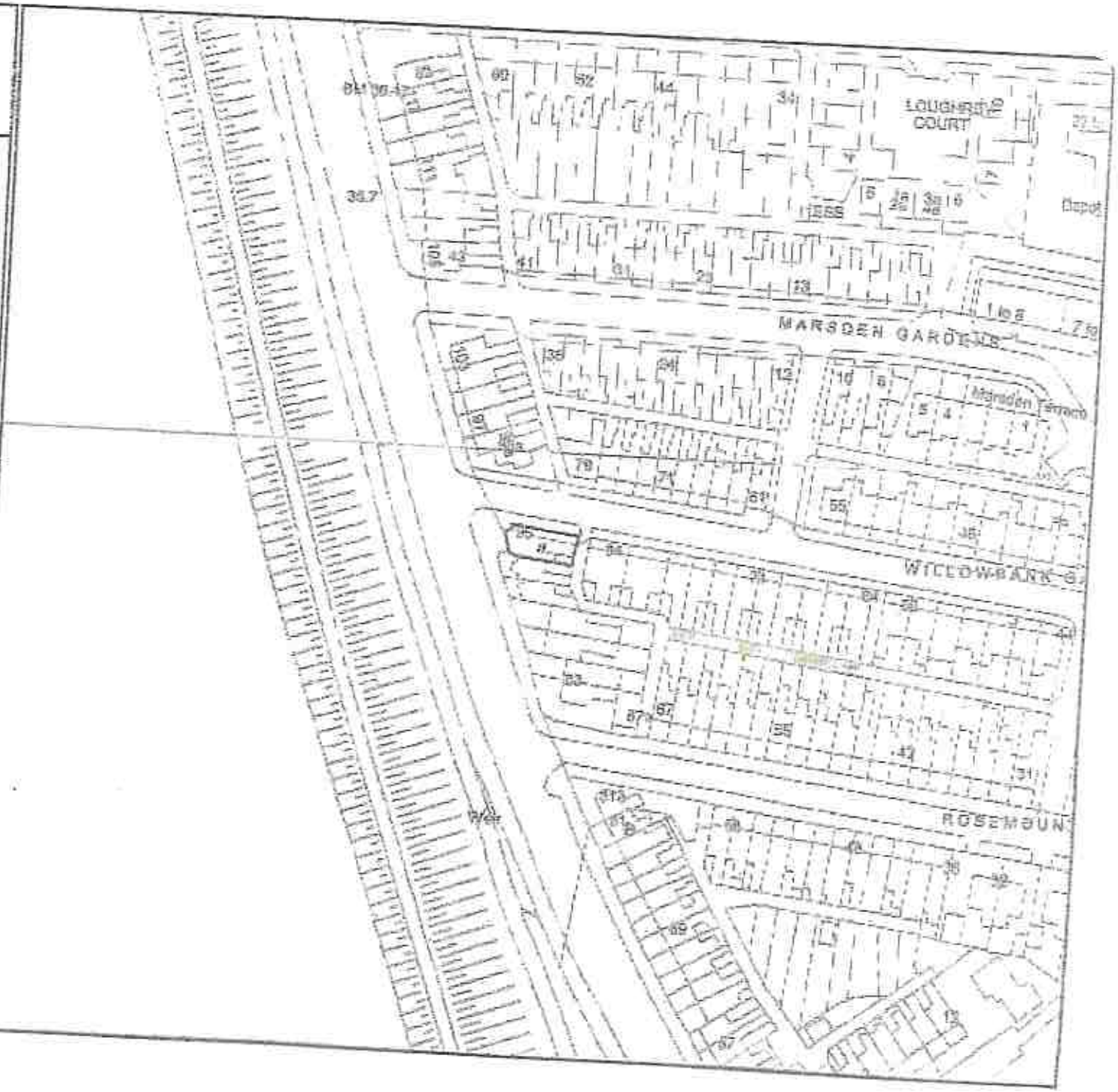


Energy performance certificate (EPC)

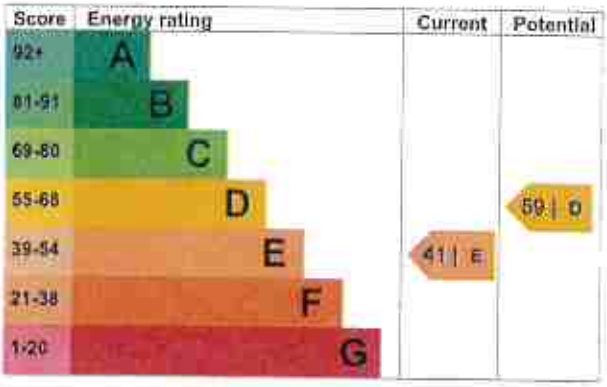
95, Cavehill Road BELFAST BT15 5BH	Energy rating **E**	Valid until: **6 September 2027** Certificate number: **0571-2904-0383-9023-3321**

Property type	Top-floor flat
Total floor area	121 square metres

Energy efficiency rating for this property

This property's current energy rating is E. It has the potential to be D.

See how to improve this property's energy performance.



The graph shows this property's current and potential energy efficiency.

Properties are given a rating from A (most efficient) to G (least efficient).

Properties are also given a score. The higher the number the lower your fuel bills are likely to be.

For properties in Northern Ireland:

the average energy rating is D
the average energy score is 60

Breakdown of property's energy performance

This section shows the energy performance for features of this property. The assessment does not consider the condition of a feature and how well it is working.

Each feature is assessed as one of the following:

- very good (most efficient)
- good
- average
- poor
- very poor (least efficient)

When the description says "assumed", it means that the feature could not be inspected and an assumption has been made based on the property's age and type.

Feature	Description	Rating
Wall	Solid brick, as built, no insulation (assumed)	Very poor
Roof	Roof room(s), no insulation (assumed)	Very poor
Roof	Pitched, no insulation (assumed)	Very poor
Window	Fully double glazed	Average
Main heating	Boiler and radiators, mains gas	Good
Main heating control	Programmer, room thermostat and TRVs	Good
Hot water	From main system	Good
Lighting	No low energy lighting	Very poor
Floor	(another dwelling below)	N/A
Secondary heating	Room heaters, electric	N/A

Primary energy use

The primary energy use for this property per year is 387 kilowatt hours per square metre (kWh/m2).

Environmental impact of this property

This property's current environmental impact rating is F. It has the potential to be E.

Properties are rated in a scale from A to G based on how much carbon dioxide (CO2) they produce.

Properties with an A rating produce less CO2 than G rated properties.

An average household produces	6 tonnes of CO2
This property produces	8.2 tonnes of CO2
This property's potential production	5.6 tonnes of CO2

By making the recommended changes, you could reduce this property's CO2 emissions by 2.6 tonnes per year. This will help to protect the environment.

Environmental impact ratings are based on assumptions about average occupancy and energy use. They may not reflect how energy is consumed by the people living at the property.

Improve this property's energy performance

By following our step by step recommendations you could reduce this property's energy use and potentially save money.

Carrying out these changes in order will improve the property's energy rating and score from E (41) to D (59).

Step	Typical installation cost	Typical yearly saving
1. Low energy lighting	£40	£66
2. Room-in-roof insulation	£1,500 - £2,700	£505
3. Internal or external wall insulation	£4,000 - £14,000	£489

Paying for energy improvements

You might be able to get a grant from the Boiler Upgrade Scheme (https://www.gov.uk/guidance/check-if-you-may-be-eligible-for-the-boiler-upgrade-scheme-from-april-2022). This will help you buy a more efficient, low carbon heating system for this property.

Find energy grants and ways to save energy in your home (https://www.gov.uk/improve-energy-efficiency).

Estimated energy use and potential savings

Estimated yearly energy cost for this property	£1860
Potential saving	£570

The estimated cost shows how much the average household would spend in this property for heating, lighting and hot water. It is not based on how energy is used by the people living at the property.

The potential saving shows how much money you could save if you complete each recommended step in order.

Heating use in this property

Heating a property usually makes up the majority of energy costs.

Potential energy savings by installing insulation

The assessor did not find any opportunities to save energy by installing insulation in this property.

Contacting the assessor and accreditation scheme

This EPC was created by a qualified energy assessor.

If you are unhappy about your property's energy assessment or certificate, you can complain to the assessor directly.

If you are still unhappy after contacting the assessor, you should contact the assessor's accreditation scheme.

Accreditation schemes are appointed by the government to ensure that assessors are qualified to carry out EPC assessments.

Assessor contact details

Assessor's name	John Mullan
Telephone	07876702698
Email	johnnymullan@hotmail.co.uk

Accreditation scheme contact details

Accreditation scheme	NHER
Assessor ID	NHER006653
Telephone	01455 883 250
Email	enquiries@elmhurstenergy.co.uk

Assessment details

Assessor's declaration	No related party
Date of assessment	24 August 2017
Date of certificate	7 September 2017
Type of assessment	RdSAP

Energy performance certificate (EPC)

95, Cavehill Road BELFAST BT15 5BH	Energy rating **E**	Valid until:	6 September 2027
		Certificate number:	0571-2904-0383-9023-3321

Property type

Top-floor flat

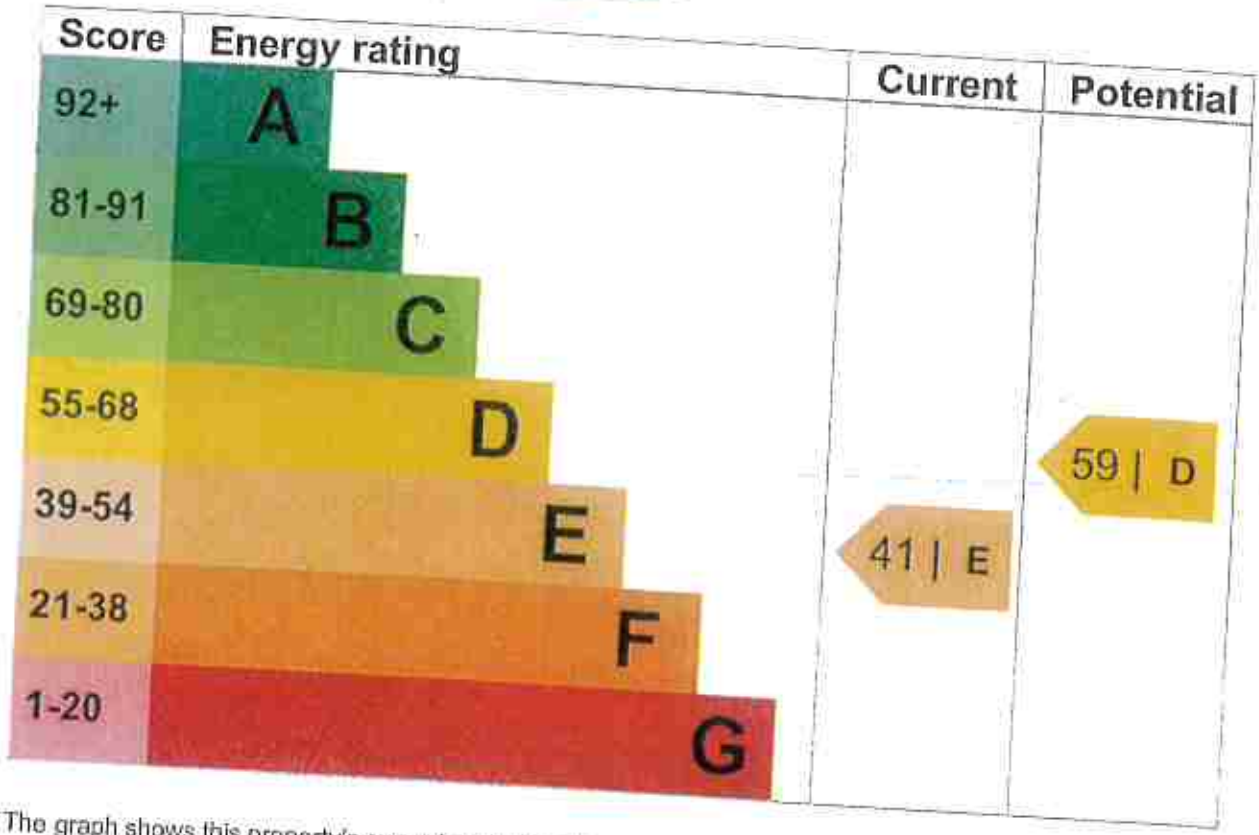
Total floor area

121 square metres

Energy efficiency rating for this property

This property's current energy rating is E. It has the potential to be D.

See how to improve this property's energy performance.



The graph shows this property's current and potential energy efficiency.

Properties are given a rating from A (most efficient) to G (least efficient).

Properties are also given a score. The higher the number the lower your fuel bills are likely to be.

For properties in Northern Ireland:

- the average energy rating is D
- the average energy score is 60

Breakdown of property's energy performance

This section shows the energy performance for features of this property. The assessment does not consider the condition of a feature and how well it is working.

Each feature is assessed as one of the following:

- very good (most efficient)
- good
- average
- poor
- very poor (least efficient)

When the description says "assumed", it means that the feature could not be inspected and an assumption has been made based on the property's age and type.

Feature	Description	Rating
Wall	Solid brick, as built, no insulation (assumed)	Very poor
Roof	Roof room(s), no insulation (assumed)	Very poor
Roof	Pitched, no insulation (assumed)	Very poor
Window	Fully double glazed	Average
Main heating	Boiler and radiators, mains gas	Good
Main heating control	Programmer, room thermostat and TRVs	Good
Hot water	From main system	Good
Lighting	No low energy lighting	Very poor
Floor	(another dwelling below)	N/A
Secondary heating	Room heaters, electric	N/A

Primary energy use

The primary energy use for this property per year is 387 kilowatt hours per square metre (kWh/m2).

▶ What is primary energy use?

Environmental impact of this property

This property's current environmental impact rating is F. It has the potential to be E.

Properties are rated in a scale from A to G based on how much carbon dioxide (CO2) they produce.

Properties with an A rating produce less CO2 than G rated properties.

An average household produces

6 tonnes of CO2

This property produces

8.2 tonnes of CO2

This property's potential production

5.6 tonnes of CO2

By making the recommended changes, you could reduce this property's CO2 emissions by 2.6 tonnes per year. This will help to protect the environment.

Environmental impact ratings are based on assumptions about average occupancy and energy use. They may not reflect how energy is consumed by the people living at the property.

Improve this property's energy performance

By following our step by step recommendations you could reduce this property's energy use and potentially save money.

Carrying out these changes in order will improve the property's energy rating and score from E (41) to D (59).

Potential energy rating

D

▶ Do I need to follow these steps in order?

Step 1: Low energy lighting

Low energy lighting

Typical installation cost £40

Typical yearly saving £66

Potential rating after completing step 1 43 | E

Step 2: Room-in-roof insulation

Room-in-roof insulation

Typical installation cost £1,500 - £2,700

Typical yearly saving £505

Potential rating after completing steps 1 and 2 59 | D

Step 3: Internal or external wall insulation

Internal or external wall insulation

Typical installation cost £4,000 - £14,000

Typical yearly saving

£489

Potential rating after completing steps 1 to 3

74 | C

Paying for energy improvements

Find energy grants and ways to save energy in your home. (https://www.gov.uk/improve-energy-efficiency)

Estimated energy use and potential savings

Estimated yearly energy cost for this property

£1860

Potential saving

£570

The estimated cost shows how much the average household would spend in this property for heating, lighting and hot water. It is not based on how energy is used by the people living at the property.

The potential saving shows how much money you could save if you complete each recommended step in order.

Heating use in this property

Heating a property usually makes up the majority of energy costs.

Potential energy savings by installing insulation

The assessor did not find any opportunities to save energy by installing insulation in this property.

Contacting the assessor and accreditation scheme

This EPC was created by a qualified energy assessor.

If you are unhappy about your property's energy assessment or certificate, you can complain to the assessor directly.

If you are still unhappy after contacting the assessor, you should contact the assessor's accreditation scheme.

Accreditation schemes are appointed by the government to ensure that assessors are qualified to carry out EPC assessments.

Assessor contact details

Assessor's name

John Mullan

Telephone
07876702698

Email
johnnymullan@hotmail.co.uk

Accreditation scheme contact details

Accreditation scheme
NHER

Assessor ID
NHER006653

Telephone
01455 883 250

Email
enquiries@elmhurstenergy.co.uk

Assessment details

Assessor's declaration
No related party

Date of assessment
24 August 2017

Date of certificate
7 September 2017

Type of assessment
▶ RdSAP

Other certificates for this property

If you are aware of previous certificates for this property and they are not listed here, please contact us at dluhc.digital-services@levellingup.gov.uk or call our helpdesk on 020 3829 0748.

There are no related certificates for this property.

COMPANIES OFFICE SEARCH

McMAHON & CO
Law Searchers
Suite 78, 20 Wellwood Street
BELFAST BT12 5GE
DX: 2014 NR Belfast2
TEL: 028 9043 9777
FAX: 028 9043 9555

DATE SEARCHED:	19th May 2022
NAME OF COMPANY:	HSS Property Ltd
FORMER NAME (IF ANY):	Nothing on File
REGISTRATION NUMBER:	NI659227
TYPE:	Private Company Limited by Shares
DATE OF INCORPORATION:	21st February 2019
REGISTERED OFFICE:	16 Carrivekeeney Road Newry BT35 7LU
MAIN OBJECTIVES:	As Attached
WINDING UP ETC:	Nothing on file
MORTGAGES AND CHARGES:	None outstanding, none satisfied, none part satisfied
FINANCIAL STATEMENTS:	Year-end : 28th February 2021- **See Supplementary Information**
CONFIRMATION STATEMENT:	17th February 2022
DATE OF LAST ANNUAL RETURN:	N/A

ISSUED SHARE CAPITAL

CLASS:	Ordinary
NUMBER:	2
AGGREGATE NOMINAL VALUE:	£2

SHAREHOLDERS, DIRECTORS & SECRETARY & PERSONS WITH SIGNIFICANT CONTROL - SEE ATTACHED

M. McMahon C

McMAHON & CO
LAW SEARCHERS

DIRECTORS

Seamus Lynch
Helen Marie Loughran

PERSONS WITH SIGNIFICANT CONTROL

Mr Seamus Lynch
Ms Helen Marie Loughran

SECRETARY No secretary appointed

SUPPLEMENTARY INFORMATION

Financial Statements:

- The Micro Accounts made up to 28 February 2020 were filed on 6th November 2020
- Amended Full Accounts to 28 February 2020 were filed on 25 November 2020
- Amended Micro Accounts to 28 February 2020 were filed on 11 November 2021

Please note that the Amended Micro Accounts to 28 February 2020 **do not agree** with the Amended Full Accounts to 28 February 2020. The Shareholder Funds **do not agree**.

FILE COPY

CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **NI659227**

The Registrar of Companies for Northern Ireland, hereby certifies that

HSS PROPERTY LTD

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in Northern Ireland

Given at Companies House, Belfast, on **21st February 2019**

* NNI659227N *

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

Companies House

IN01

Application to register a company

Received for filing in Electronic Format on the: **20/02/2019**

X7ZPJQ54

Company Name in full:	**HSS PROPERTY LTD**
Company Type:	**Private company limited by shares**
Situation of Registered Office:	**Northern Ireland**
Proposed Registered Office Address:	**16 CARRIVEKEENEY ROAD NEWRY UNITED KINGDOM BT35 7LU**
Sic Codes:	**68100**

I wish to entirely adopt the following model articles: **Private (Ltd by Shares)**

Proposed Officers

Company Director 1

Type:	**Person**
Full Forename(s):	**MR SEAMUS**
Surname:	**LYNCH**
Former Names:	
Service Address:	**recorded as Company's registered office**
Country/State Usually Resident:	**NORTHERN IRELAND**

Date of Birth: ****/09/1964** *Nationality:* **NORTHERN IRISH**

Occupation: **LIGHTING SPECIALIST**

The subscribers confirm that the person named has consented to act as a director.

Company Director 2

Type:	**Person**
Full Forename(s):	**MS HELEN MARIE**
Surname:	**LOUGHRAN**
Former Names:	
Service Address:	**recorded as Company's registered office**
Country/State Usually Resident:	**NORTHERN IRELAND**

Date of Birth: ****/11/1965** *Nationality:* **NORTHERN IRISH**

Occupation: **MARKETING CONSULTANT**

The subscribers confirm that the person named has consented to act as a director.

Statement of Capital (Share Capital)

Class of Shares:	**ORDINARY**	*Number allotted*	**2**
Currency:	**GBP**	*Aggregate nominal value:*	**2**
Prescribed particulars			

FULL RIGHTS REGARDING VOTING, PAYMENT OF DIVIDENDS AND DISTRIBUTIONS

Statement of Capital (Totals)

Currency:	**GBP**	*Total number of shares:*	**2**
		Total aggregate nominal value:	**2**
		Total aggregate unpaid:	**0**

Initial Shareholdings

Name:	**SEAMUS LYNCH**		
Address	**16 CARRIVEKEENEY ROAD** **NEWRY** **UNITED KINGDOM** **BT35 7LU**	*Class of Shares:*	**ORDINARY**
		Number of shares:	**1**
		Currency:	**GBP**
		Nominal value of each share:	**1**
		Amount unpaid:	**0**
		Amount paid:	**1**
Name:	**HELEN LOUGHRAN**		
Address	**16 CARRIVEKEENEY ROAD** **NEWRY** **UNITED KINGDOM** **BT35 7LU**	*Class of Shares:*	**ORDINARY**
		Number of shares:	**1**
		Currency:	**GBP**
		Nominal value of each share:	**1**
		Amount unpaid:	**0**
		Amount paid:	**1**

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Individual Person with Significant Control details

Names: **MR SEAMUS LYNCH**

Country/State Usually Resident: **NORTHERN IRELAND**

Date of Birth: ****/09/1964** *Nationality:* **NORTHERN IRISH**

Service address recorded as Company's registered office

The subscribers confirm that each person named as an individual PSC in this application knows that particulars are being supplied as part of this application.

Nature of control	**The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.**
Nature of control	**The person holds, directly or indirectly, more than 25% but not more than 50% of the shares in the company.**
Nature of control	**The person has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.**

Individual Person with Significant Control details

Names: **MS HELEN MARIE LOUGHRAN**

Country/State Usually Resident: **NORTHERN IRELAND**

Date of Birth: ****/11/1965**

Nationality: **NORTHERN IRISH**

Service address recorded as Company's registered office

The subscribers confirm that each person named as an individual PSC in this application knows that th particulars are being supplied as part of this application.

Nature of control	**The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.**
Nature of control	**The person holds, directly or indirectly, more than 25% but not more than 50% of the shares in the company.**
Nature of control	**The person has the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company.**

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Name:	**SEAMUS LYNCH**
Authenticated	**YES**
Name:	**HELEN LOUGHRAN**
Authenticated	**YES**

Authorisation

Authoriser Designation: **subscriber** *Authenticated* **YES**

End of Electronically filed document for Company Number: NI659227

COMPANY HAVING A SHARE CAPITAL

Memorandum of association of

HSS PROPERTY LTD

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share.

Name of each subscriber	Authentication
Seamus Lynch	Authenticated Electronically
Helen Loughran	Authenticated Electronically

Dated: 20/02/2019

Registered Number NI659227

HSS PROPERTY LTD

Micro-entity Accounts

28 February 2020

IISS PROPERTY LTD **Registered Number NI65922**

Micro-entity Balance Sheet as at 28 February 2020

	Notes	*2020*
		£
Fixed Assets		126,448
Current Assets		6,792
Creditors: amounts falling due within one year		(480)
Net current assets (liabilities)		6,312
Total assets less current liabilities		132,760
Accruals and deferred income		(350)
Total net assets (liabilities)		132,410
Capital and reserves		132,410

- For the year ending 28 February 2020 the company was entitled to exemption under section 477 of the Companies Act 2006 relating to small companies.
- The members have not required the company to obtain an audit in accordance with section 476 of the Companies Act 2006.
- The directors acknowledge their responsibilities for complying with the requirements of the Companies Act 2006 with respect to accounting records and the preparation of accounts.
- The accounts have been prepared in accordance with the micro-entity provisions and delivered in accordance with the provisions applicable to companies subject to the small companies regime.

Approved by the Board on 24 August 2020

And signed on their behalf by:
Helen Loughran, Director

Notes to the Micro-entity Accounts for the period ended 28 February 2020

1 Employees

	2020
Average number of employees during the period	0

This document was delivered using electronic communications and authenticated in accordance with the registrar's rules relating to electronic form, authentication and manner of delivery under section 1072 of the Companies Act 2006.

HSS Property Limited
Report and Financial Statements
28 February 2020

Registered No NI659227

Directors
Helen Loughran
Seamus Lynch

AMENDED ACCOUNTS

Secretary

Accountants / Auditors
Accounts By Ciara Ltd
16 Glenhurst Drive
Newtownabbey
BT36 7JP

Registered Office
16 Carrivekeeney Road
Newry
BT35 7LU

TUESDAY
J9IIY9ØY
JNI 24/11/2020 #103
COMPANIES HOUSE

Directors' report

The directors present their report and financial statements for the year ended 28 February 2020.

Results and dividends
The profit for the year after taxation amounted to £-172.

Principal activities
Trading Income from a Airbnb and rental income from Barbers both within same property held by HSS Property Limited

Directors
The director(s) shown below have held office during the whole of the period
Helen Loughran
Seamus Lynch

On behalf of the board
Name: **Helen Loughran**
Status: Director
Date: 20 November 2020

Helen Loughran

Profit and loss account

for the year ended 28 February 2020

	Notes	2020 £	2020 £
Turnover / revenue	2	0	7,097
Cost of sales		(0)	(0)
Gross Profit/(Loss)		0	7,097
Distribution costs		(0)	(0)
Administrative expenses		(172)	(20,455)
Other Operating Income		0	0
Profit/(Loss) on disposal of fixed assets		(0)	(0)
Operating profit/(Loss)		**(172)**	**(13,358)**
Interest receivable and similar income		0	0
Interest payable and similar charges		(0)	(0)
Profit or (loss) on ordinary activities before taxation		**(172)**	**(13,358)**
Tax on profit on ordinary activities		(0)	(0)
Profit/(Loss) for the financial year after taxation		**(172)**	**(13,358)**
Dividends for the period		(0)	(0)
Profit or (loss) for the financial year		**(172)**	**(13,358)**

The notes form part of these financial statements

Statement of total recognised gains and losses

Item Description	2020 £	2020 £
Total recognised gains and losses for the period:	0	0

Statement of Financial Position

As at 28 February 2020

	Notes	2020 £	2020 £
Fixed assets			
Intangible assets		0	0
Property, plant and equipment		126,448	126,448
Financial assets		0	0
Total fixed assets		**126,448**	**126,448**
Current assets			
Inventories		0	0
Debtors		0	0
Cash at bank and on hand		6,792	7,021
Total current assets		**6,792**	**7,021**
Creditors: amounts falling due within one year		(1,484)	(1,541)
Net current assets		**5,308**	**5,480**
Total assets less current liabilities		**131,756**	**131,928**
Creditors: amounts falling due after more than one year		(142,500)	(142,500)
Provision for liabilities		(0)	(0)
Total net assets (liabilities)		**(10,744)**	**(10,572)**

The notes form part of these financial statements

Statement of Financial Position

As at 28 February 2020
continued

	Notes	2020 £	2020 £
Capital and reserves			
Called Up Share Capital		2	2
Share premium		0	0
Profit and loss account		(10,746)	(10,574)
Revaluation reserve		0	0
Other Reserves:		0	0
Shareholders' funds		**(10,744)**	**(10,572)**

For the year ending **28 February 2020** the company was entitled to exemption from audit in accordance with sections 475 and 477 of the Companies Act 2006 relating to small companies and no notice has been deposited under Section 476 of the Act.

The directors acknowledge their responsibilities for complying with the requirements of the Companies Act 2006 with respect to accounting records and the preparation of accounts.

These accounts have been prepared in accordance with the special provisions in part 15 of the Companies Act 2006 relating to small companies and in accordance with the Financial Reporting Standard for Smaller Entities (effective 1 January 2016).

The financial statements were approved by the Board of Directors on: 20 November 2020.

SIGNED ON BEHALF OF THE BOARD BY:
Name: **Helen Loughran**
Status: Director

Helen Loughran

1. Accounting policies

Basis of Measurement and preparation of accounts The Financial Statements have been prepared on the historical cost basis measured at fair value through profit and loss. The Financial Statements are prepared in Sterling, which is the functional currency of the entity.

2. Turnover / revenue

Item Description	2020	2020
	£	£
Total:	**0**	**0**

Turnover is recognised at the fair value of the consideration received or receivable for goods and services provided in the normal course of the business and is shown net of VAT and other sales related taxes.

3. Dividends

No Dividends were paid out during this period

HSS Property Limited
UTR: 4252218570 | Accounting Period: 21 February 2020 - 28 February 2020

Computations

Summary: figures transferred to CT600

	£	£
Total Profits chargeable to Corporation Tax (Box 315):		*0*
Losses of trades carried on wholly or partly in the UK(Box 780):		*172*

HSS Property Limited
UTR: 4252218570 | Accounting Period: 21 February 2020 - 28 February 2020

Summary

	£	£
Trading losses		
Losses brought forward:		*13,358*
Losses arising in this period:		*172*
Losses carried forward:		*13,530*
Charitable donations		
Charges and allowances included in calculation of trading profits or losses		
Expensive cars		
General pool		
Qualifying expenditure		
Annual Investment Allowance		

HSS Property Limited
UTR: 4252218570 | Accounting Period: 21 February 2020 - 28 February 2020

Adjustments

	£	£

Profit before tax:		(172)
Additions		
Total additions:	0	
Deductions		
Adjusted profit/loss		
Adjusted trading loss for the period:		172

HSS Property Limited
UTR: 4252218570 | Accounting Period: 21 February 2020 - 28 February 2020

Capital allowances/balancing charges

Expensive cars		
	£	£
Total expensive cars		

HSS Property Limited
UTR: 4252218570 | Accounting Period: 21 February 2020 - 28 February 2020

Machinery and plant		
	£	£
Additions in the period		
Total expenditure qualifying for FYA:		0
Additions for Annual Investment Allowance		
Disposals in the period		
Allowances and charges		
Total First Year Allowances claimed:	0	
Written down value		

HSS Property Limited
UTR: 4252218570 | Accounting Period: 21 February 2020 - 28 February 2020

Summary totals

	£	£
Capital allowances		
Balancing charges		
Net allowances		
Trade net allowances:		*0*

HSS Property Limited
UTR: 4252218570 | Accounting Period: 21 February 2020 - 28 February 2020

Apportionment of profits

	£	£

HSS Property Limited
UTR: 4252218570 | Accounting Period: 21 February 2020 - 28 February 2020

Detailed profit and loss

	£	£
Summary of detailed profit and loss		
Gross profit or losses		
Expenses		
Total expenses:		*172*
Non-trade income		
Total non-trade income:		*0*
Profit or losses before tax		*(172)*

Trading account

Turnover	
Cost of sales	
Gross profit	

HSS Property Limited
UTR: 4252218570 | Accounting Period: 21 February 2020 - 28 February 2020

Expenses

	£	£
Directors', employees and subcontractor costs		
Legal and professional costs		
Property costs		
Repairs, renewals and maintenance:	*166*	
General administrative expenses		
Administration and office expenses:	*6*	
Total expenses		
Total expenses:		*172*

E-SIGN

Registered Number NI659227

HSS PROPERTY LTD

Micro-entity Accounts

28 February 2020

AMENDED ACCOUNTS

HSS PROPERTY LTD

Registered Number NI659227

Micro-entity Balance Sheet as at 28 February 2020

	Notes	2020
		£
Fixed Assets		126,448
Current Assets		6,792
Creditors: amounts falling due within one year		(830)
Net current assets (liabilities)		5,962
Total assets less current liabilities		132,410
Creditors: amounts falling due after more than one year		(142,500)
Total net assets (liabilities)		(10,090)
Capital and reserves		(10,090)

- These amended accounts replace the original accounts and are now the statutory accounts having been prepared as they were at the date of the original accounts.
- For the year ending 28 February 2020 the company was entitled to exemption under section 477 of the Companies Act 2006 relating to small companies
- The members have not required the company to obtain an audit in accordance with section 476 of the Companies Act 2006.
- The directors acknowledge their responsibilities for complying with the requirements of the Company Act 2006 with respect to accounting records and the preparation of the accounts.
- The accounts have been prepared in accordance with the micro-entity provisions and delivered in accordance with the provisions applicable to companies subject to the small companies regime.

Approved by the Board on 25/10/2021

H Loughran
06/11/2021 10:54:40

And signed on their behalf by:

Helen Loughran, Director

Company Registration No. NI659227 (Northern Ireland)

HSS PROPERTY LTD
UNAUDITED ACCOUNTS
FOR THE PERIOD FROM 29 FEBRUARY 2020 TO 28 FEBRUARY 2021

HSS PROPERTY LTD
UNAUDITED ACCOUNTS
CONTENTS

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Company information	3
Statement of financial position	4
Notes to the accounts	5

HSS PROPERTY LTD
COMPANY INFORMATION
FOR THE PERIOD FROM 29 FEBRUARY 2020 TO 28 FEBRUARY 2021

irectors	Helen Marie Loughran Seamus Lynch
ompany Number	NI659227 (Northern Ireland)
egistered Office	16 CARRIVEKEENEY ROAD NEWRY BT35 7LU UNITED KINGDOM

HSS PROPERTY LTD
STATEMENT OF FINANCIAL POSITION
AS AT 28 FEBRUARY 2021

	Notes	2021 £	2020 £
Fixed assets			
Tangible assets	4	126,448	126,448
Current assets			
Debtors	5	653	-
Cash at bank and in hand		7,278	6,792
		7,931	6,792
Creditors: amounts falling due within one year	6	(1,044)	(830)
Net current assets		6,887	5,962
Total assets less current liabilities		133,335	132,410
Creditors: amounts falling due after more than one year	7	(141,146)	(142,500)
Net liabilities		(7,811)	(10,090)
Capital and reserves			
Called up share capital		2	2
Profit and loss account		(7,813)	(10,092)
Shareholders' funds		(7,811)	(10,090)

For the period ending 28 February 2021 the company was entitled to exemption from audit under section 477 of the Companies Act 2006 relating to small companies. The members have not required the company to obtain an audit in accordance with section 476 of the Companies Act 2006.

The directors acknowledge their responsibilities for complying with the requirements of the Act with respect to accounting records and the preparation of accounts.

These accounts have been prepared and delivered in accordance with the provisions applicable to companies subject to the small companies' regime and in accordance with the provisions of FRS 102 Section 1A - Small Entities. The profit and loss account has not been delivered to the Registrar of Companies.

The financial statements were approved by the Board of Directors and authorised for issue on 25 October 2021 and were signed on its behalf by

Helen Marie Loughran
Director

Company Registration No. NI659227

HSS PROPERTY LTD
NOTES TO THE ACCOUNTS
FOR THE PERIOD FROM 29 FEBRUARY 2020 TO 28 FEBRUARY 2021

1 Statutory information

HSS Property Ltd is a private company, limited by shares, registered in Northern Ireland, registration number NI659227. The registered office is 16 CARRIVEKEENEY ROAD, NEWRY, BT35 7LU, UNITED KINGDOM.

2 Compliance with accounting standards

The accounts have been prepared in accordance with the provisions of FRS 102 Section 1A Small Entities. There were no material departures from that standard.

3 Accounting policies

The principal accounting policies adopted in the preparation of the financial statements are set out below and have remained unchanged from the previous period, and also have been consistently applied within the same accounts.

Basis of preparation
The accounts have been prepared under the historical cost convention as modified by the revaluation of certain fixed assets.

Presentation currency
The accounts are presented in £ sterling.

Tangible fixed assets and depreciation
Tangible assets are included at cost less depreciation and impairment. Depreciation has been provided at the following rates in order to write off the assets over their estimated useful lives:

4 Tangible fixed assets

	Land & buildings
	£
Cost or valuation	At cost
At 29 February 2020	126,448
At 28 February 2021	126,448
Depreciation	
At 28 February 2021	-
Net book value	
At 28 February 2021	126,448
At 28 February 2020	126,448

5 Debtors: amounts falling due within one year

	2021	2020
	£	£
Debtors: amounts falling due after more than one year		
Other debtors	653	-

6 Creditors: amounts falling due within one year

	2021	20
	£	
Loans from directors	624	
Accruals	420	
	1,044	

7 Creditors: amounts falling due after more than one year

	2021	2
	£	
Loans from directors	141,146	14

8 Average number of employees

During the period the average number of employees was 0 (2020: 0).

ment was delivered using electronic communications and authenticated in accordance with the registrar's rules
electronic form, authentication and manner of delivery under section 1072 of the Companies Act 2006.

ment was delivered using electronic communications and authenticated in accordance with the registrar's rules electronic form, authentication and manner of delivery under section 1072 of the Companies Act 2006.

Companies House

CS01 (ef)

Confirmation Statement

ompany Name: **HSS PROPERTY LTD**
ompany Number: **NI659227**

XAY03SDS

eceived for filing in Electronic Format on the: **17/02/2022**

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ompany Name: **HSS PROPERTY LTD**

ompany Number: **NI659227**

onfirmation atement date: **17/02/2022**

Confirmation Statement

I confirm that all information required to be delivered by the company to the registrar in relation to the confirmation period concerned either has been delivered or is being delivered at the same time as the confirmation statement

Authorisation

\uthenticated

This form was authorised by one of the following:

)irector, Secretary, Person Authorised, Charity Commission Receiver and Manager, CIC Manager, udicial Factor

McCONNEL
CHARTERED SURVEYORS & PROPERTY CONSULTA
PO Box 2116 BELFAST BT1 9RL
E: groundrent@mcconnellproperty.c
www.mcconnellgroundrent.com
Reg No. NI 602539

303 - 3601 [1] - 6 H4
Miss Helen Loughran
95 Cavehill Road
BELFAST
BT15 5BH

Preparation Date: 27th April 2022

Invoice No: **1815683**

Date : 6th May 2022

Tenant Ref: **H091CAVE**

Tenancy : 91-95 CAVEHILL ROAD BELFAST : No 95

Ground rent on the above tenancy is now due as detailed below and payment is requested.

		£
Brought Forward		0.00
Ground Rent	01-Nov-21 to 30-Apr-22	11.67

Balance to Pay **11.67**

paid 30 May

Please Pay Online:
www.mcconnellgroundrent.com
(please have your **Tenant Ref** & **Invoice No** to hand)

Please Pay by Phone:
028 9032 8542 (9am-5pm Mon to Fri)
Please note that due to Covid-19 we have limited resources and you may experience longer wait times

Please help us to reduce the spread

Due to Covid-19 we are asking you to please pay online if possible and help reduce the number of cheques we have to handle.

Query
Please visit our website for answers to frequently asked questions at www.mcconnellgroundrent.com

Moving House?
Get your Ground Rent Receipt immediately by paying online.

Please note that this letter will not reflect payments received after the preparation date as noted above
If you have made arrangements to pay McConnells by Standing Order, this letter is for information only
Ground rent is a legal charge on your property whether demanded or not and the issue of a ground rent receipt is not to be deemed as acceptance of any breach of covenant.

RECEIPT INFORMATION

NEED A RECEIPT?

If you require a receipt please pay online at www.mcconnellgroundrent.com - you must provide a valid email address at the time of making your payment to be issued with an automated receipt. Due to Covid-19 we are unable to accept SAEs to provide a manual receipt.

PAYMENT OPTIONS

ONLINE
Please visit our secure payment site at **www.mcconnellgroundrent.com.** To enable us to provide you with an automated receipt for your payment, you must provide a valid email address at the time of making your payment online. Paying online guarantees immediate payment to your ground rent account.

INTERNET BANKING
Please make payment to: **SORT CODE 98 00 60**
ACCOUNT NO. 1183 0445
It is essential that you include the Tenant Ref shown overleaf in the appropriate part of your payment instruction.

TELEPHONE – DEBIT OR CREDIT CARD
Call us on our dedicated payment line on **028 9032 8542** (Option 1). **You must have your Tenant Ref and Invoice No. to hand (overleaf).** Please note: Lines are busy at peak payment times and you may need to call back. If possible please pay online.

POST – CHEQUE OR POSTAL ORDER
To: McConnell Chartered Surveyors, Ground Rent Department, PO Box 2116, BELFAST BT1 9RL.
Please make cheques or postal orders payable to McConnell Chartered Surveyors. The lower tear-off portion of this demand must be returned with your cheque payment to enable us to allocate your payment to your account. Receipts cannot be provided for cheque payments. For an immediate receipt, please pay online and provide a valid email address to obtain your automated receipt by email.
Your Tenant Ref must be written on the back of your cheque or postal order.

BANK CREDIT
Please take the complete demand with payment to your bank, or a branch of the Ulster Bank, and retain the upper portion, stamped by the bank, as your receipt.
It is essential that the bank includes your Tenant Ref on the transaction.

STANDING ORDER
If you wish to set up a Standing Order please email **groundrent@mcconnellproperty.com** to request a form.

IMPORTANT INFORMATION

1. The majority of Ground Rents are payable in arrears, however some of the more modern apartment Ground Rents are payable in advance.
2. Ground Rent and any amount brought forward is payable by the person who owns the property on the current due date along with any arrears that may have accrued under a previous ownership.
3. If there are arrears shown overleaf relating to a period before you owned the property, please consult your solicitor to obtain payment of the arrears from the previous owners.
4. If the name on the demand is incorrect, please let us know your correct name (and, if necessary, the address to which future demands should be sent) by emailing **groundrent@mcconnellproperty.com.** Please include your Tenant Ref in your email or the request may not be actioned.You may also telephone our Query Line to inform us of any change of details on 028 9032 8542 (Option 2).
5. Ground Rent demands will NOT be issued if the total Balance to Pay is less than £10.00. Ground Rent will continue to accrue and payments will be accepted, but demands for less than this amount will not be sent out. Previous charges will be shown as a B/F Balance on the next invoice issued.
6. A transaction charge of 2.5% will be made for Business Credit Card payments, no transaction charge will be made for Personal Credit/Debit Card payments.

It is important that your TENANT REF is included on all payments.
Without this reference we cannot guarantee the payment will be credited immediately to your account.

McCONNELL
CHARTERED SURVEYORS & PROPERTY CONSULTANTS

Cheques payable to: McConnell Chartered Surveyors

Tenant Ref: H091CAVE

Balance to Pay: £ 11.67

Name: Miss Helen Loughran

Post to:
McConnell Chartered Surveyors
PO Box 2116
Belfast
BT1 9RL

From: **McConnell Ground Rent** groundrent@mcconnellproperty.com
Subject: Thank you for your ground rent payment
Date: 20 May 2022 at 19:50
To: helenmloughran@gmail.com

Tenancy:	91-95 CAVEHILL ROAD BELFAST : No 95
Tenant Reference:	H091CAVE
Invoice Number:	1815683
Amount:	£11.96
Date:	May 20, 2022 6:46 PM

Thank you for paying your Ground Rent as set out above. Please retain this e-mail as a valid receipt for your payment.

If you have any queries regarding your ground rent, please send the details to the following email address - groundrent@mcconnellproperty.com

McConnell Property
Montgomery House
29-31 Montgomery Street
Belfast
BT1 4NX
+44 (0) 28 90 205 900

THIS DOCUMENT CREATES LEGAL RIGHTS AND LEGAL OBLIGATIONS.
DO NOT SIGN IT UNTIL YOU HAVE CONSULTED A SOLICITOR

Landlord: HSS PROPERTY LTD

Tenant: RIAIN QUINN & OLIVER JOHNSTON

Property: GROUND FLOOR SHOP UNIT 95
CAVEHILL ROAD, BELFAST

Law Society
of Northern Ireland
Lease
(Part of a Building)

Solicitor: THE ELLIOTT TRAINOR
PARTNERSHIP

© Law Society of Northern Ireland

GUARANTEE BOX

The terms of this box only take effect if a guarantor is named and then only until the Tenant assigns this lease with the Landlord's written consent. The Guarantor must sign this lease.

'Guarantor':

Oliver Johnston

.....

.....

of... Beatys Clothing & Bridal Textiles

.....

.....

.....

agrees to compensate the Landlord for any loss incurred as a result of the Tenant failing to comply with an obligation in this lease during the lease period or any statutory extension of it. If the Tenant is insolvent and this lease ends because it is disclaimed, the Guarantor agrees to accept a new lease, if the Landlord so requires, in the same form but at the rent then payable. Even if the Landlord agrees to vary this lease or gives the Tenant extra time to comply with an obligation, or does not insist on strict compliance with all or any of the terms of this lease, the Guarantor's obligation remains fully effective.

SIGNED sealed and delivered by/on behalf of /the Common Seal of/the Landlord/was applied hereto/in the presence of:

.....

LANDLORD

Witness:

Witness's occupation and address:

SIGNED sealed and delivered by/on behalf of / in Common Seal of the Tenant/was applied hereto/in the presence of:

.....

Witness: A Wilson Arran Wilson Riain Quinn **TENANT**

Witness's occupation and address: Estate agent 164 Lisburn Road, Belfast

SIGNED sealed and delivered by/on behalf of /the Common Seal of/the Guarantor /was applied hereto/in the presence of:

.....

Witness: Adam Skeen Adam Stevens Oliver Johnston **GUARANTOR**

Witness's occupation and address: Estate Agent 164 Lisburn Road, Belfast

Witness:

Witness's occupation and address:

DATE:	30 Aug
LANDLORD:	HSS PROPERTY LTD Of 16 Carrivekeeney Road, Corrinshigo, Newry, County Down
	LETS TO
TENANT:	RIAIN QUINN & OLIVER JOHNSTON Of 6
PROPERTY:	the ground floor shop unit of 95 Cavehill Road, Belfast Being an internal ground floor demise of 95 Cavehill Road, Belfast ("the building")
LEASE PERIOD:	for the period of 3 years starting on the 1st day of August 2022 and ending on the 31st day of July 2025 (together with any statutory extension thereof).
USE ALLOWED:	for use as a shop or any other use to which the Landlord consents (and the Landlord is not entitled to withhold or delay that consent unreasonably).
RENT:	The Tenant paying the Landlord rent at the rate of £6,960.00 a year by these instalments:
RENT DAYS:	On the date of this Lease, a sum of £580 for the period from the 1st day of August 2022 to the 31st day of August 2022 and equal instalments in advance on the first day of each month thereafter together with the payment due under Clause 1.2 (Service Charge) (if applicable).
RENT REVIEW DATES:	The rent may be increased (under clause 9) with effect From the 1st day of August 2025 and every third Anniversary thereof.
DEPOSIT:	The Tenant shall pay to the Landlord the sum of £500.00 As a deposit on the signing hereof.

This lease is granted on the terms set out on pages 1-5 & 7 as added to or varied by any terms appearing on page 6 or any continuation page.

SIGNED

THIS DOCUMENT CREATES LEGAL RIGHTS AND LEGAL OBLIGATIONS. DO NOT SIGN IT UNTIL YOU HAVE CONSULTED A SOLICITOR.

TENANTS OBLIGATIONS

The Tenant is to pay the Landlord:

1.1 the rent together with value added tax (if applicable);

1.2 the service charge in accordance with clause 3 (and this is to be paid as rent);

1.3 a fair proportion (decided by a surveyor the Landlord nominates acting reasonably) of the cost of repairing maintaining and cleaning;
party walls, party structures, yards, gardens, roads, paths, gutters, drains, sewers, pipes, conduits, wires, cables and things used or shared with other property;

1.4 the cost of any works to the property which the Landlord does after the Tenant defaults;

1.5 the cost and expenses (including professional fees) which the Landlord incurs in:
(a) dealing with any application by the Tenant for consent or approval, whether or not it is given;
(b) preparing and serving a notice of a breach of the Tenant's obligations, under section 14 of the Conveyancing and Law of Property Act 1881, even if forfeiture of this lease is avoided without a court order;
(c) preparing and serving schedules of dilapidations either during the lease period or recording failure to give up the property in the appropriate state of repair when this lease ends.

1.6 interest at the rate provided by the Law Society of Northern Ireland Conditions of Sale from time to time on any of the above payments "lien more than fourteen days overdue, to be calculated from its due date -
AND in making payments under this clause 1
(a) nothing is to be deducted or set off;
(b) any value added tax payable is to be added.

2 The Tenant is also to make the following payments, with value added tax where payable:

2.1 all periodic rates, taxes and outgoings relating to the property, including any imposed after the date of this lease (even if of a novel nature),
to be paid promptly to the authorities to whom they are due;

2.2 the cost of the grant, renewal or continuation of any licence or registration for using the property for the use allowed, to be paid promptly to the appropriate authority when due;

3 **USE**

The Tenant is to comply with the following requirements as to the use of the property and any part of it, and is not to authorise or allow anyone else to contravene them:

4.1 to use the property for the use allowed;

4.2 not to use the property for residential accommodation;

4.3 not to do anything which might invalidate any insurance policy covering the property or which might increase the premium;

4.4 not to hold an auction sale in the property;

4.5 not to use the property for any activities which are dangerous, offensive, noxious, illegal or immoral, or which are or may become a nuisance or annoyance to the Landlord or to the owner or occupier of any neighbouring property;

4.6 not to erect signs or display any advertisements on the outside of the property or which are visible from outside the property unless the Landlord consents (and the Landlord is not entitled to withhold or delay that consent unreasonably);

4.7 not to overload the floors or walls of the property;

4.8 to comply with the terms of every Act of Parliament, order, regulation, bye-law, rule, licence and registration authorising or regulating how the property is used, and to obtain, renew and continue any licence or registration which is required.

5 **ACCESS**

The Tenant is to give the Landlord, or anyone authorised by him in writing, access to the property for these purposes:

5.1 (a) inspecting the condition of the property, or how it is being used;
(b) doing works which the Landlord is permitted to do under clause 6.8 (c) or 13
(c) complying with any statutory obligation;
(a) viewing the property as a prospective buyer, tenant or mortgagee
(b) valuing the property;

(c) inspecting, cleaning or repairing neighbouring property, or any sewers, drains, pipes, wires or cables serving neighbouring property

5.2 The Landlord is to give the Tenant and anyone authorised by him in writing, access to the adjoining property of the Landlord for the purpose of inspecting, cleaning or repairing the property or any sewers, drains, pipes, wires or cables serving the property;

5.3 The rights of the Landlord or Tenant in 5.1 and 5.2 above shall be exercised

5.3.1 only on seven day's written notice except in emergency;

5.3.2 and during normal business hours except in an emergency;

5.4 and each party is promptly to make good all damage caused to the property or any neighbouring property as the case may be and any goods there in exercising these rights to the reasonable satisfaction of the other party and will keep any disturbance to a minimum.

6 CONDITION

The Tenant is to comply with the following duties in relation to the property:

6.1 to maintain the state and condition of the inside of the property

6.2 to decorate the inside of the property

(a) in the third year of the lease period

(b) in the last three months of the lease period (however it ends) except to the extent that it has been decorated in the previous year; and on each occasion the Tenant is to use the colours and the types of finish used previously;

6.3 where the property has a shop front to maintain and decorate it

6.4 when decorating, the Tenant is to use the colours and types of finish used previously;

6.5 to do the work to the property required by any public authority;

6.6 the inside of the property is to include all ceilings, floors, doors, door frames, windows, window frames and plates glass and the internal surfaces of all walls but is to exclude all joists immediately above ceilings and supporting floors;

6.7 but the Tenant need not:

(a) alter or improve the property;

(b) make good damage caused by an insured risk, except to the extent that the policy monies have not been paid because of any act or default of the Tenant;

6.8 if the Tenant fails to do any work which this lease requires him to do and the Landlord gives him written notice to do it, the Tenant is to:

(a) start the work within two months, or immediately in case of emergency, and

(b) proceed diligently with the work; or

(c) in default, permit the Landlord to do the work;

6.9 not to make any structural alterations, external alterations or additions to the property;

6.10 not to make any other alterations unless with the Landlord's consent in writing (and the Landlord is not entitled to withhold that consent unreasonably);

6.11 to keep any plate glass in the property insured for its full replacement cost with reputable insurers, to give the Landlord details of that insurance on request, and to replace any plate glass which becomes damaged.

7 ASSIGNMENT/SUBLETTING

The Tenant is to comply with the following:

7.1 the Tenant is not to share occupation of the property and no part of it is to be assigned, sublet or occupied separately from the remainder unless the Landlord has given written consent in advance;

7.2 the Tenant is not to assign, sublet, licence or allow another party to occupy the whole of the property unless the Landlord has given written consent in advance, and the Landlord is not entitled to withhold or delay that consent unreasonably so however where the Landlord reasonably believes that the proposed assignee may not comply with the terms of this Lease, the Landlord may require such assignee to provide a suitable guarantor;

7.3 any sublease is to be on terms which are consistent with this lease, but is not to permit the sub-tenant to underlet;

7.4 within four weeks after the property is transferred, mortgaged or sublet, the Landlord's solicitors are to be notified and a copy of the transfer, mortgage or sublease sent to them for registration with the fee payable under clause 2.3.

8 OTHER MATTERS

The Tenant:

8.1 is to give the Landlord a copy of any notice concerning the property or any neighbouring property as soon as he receives it;

8.2 is to allow the Landlord, during the last six months of the lease period, to fix a notice in a reasonable position on the outside of the property announcing that it is for sale or to let;

8.3 is not to apply for planning permission relating to the use or alteration of the property unless the Landlord gives written consent in advance;

8.4 is to comply with all requirements or recommendations of the Royal Ulster Constabulary or the Northern Ireland Office or the Compensation Agency (or any public department or agency which may in the future discharge their functions) and the reasonable requirements of the Landlord for the protection and security of the property against criminal damage and is to compensate the Landlord for any loss suffered by the Landlord arising out of a breach of this clause.

9 RENT REVIEW

9.1 On each rent review date, the rent is to increase to the market rent if that is higher than the rent applying before that date.

9.2 The market rent is the rent which a willing tenant would pay for the property on the open market, if let to him on the rent review date by a willing landlord on a lease on the same terms as this lease without any premium and for a period equal to the remainder of the lease period, assuming that at that date:

(a) the willing tenant takes account of any likelihood that he would be entitled to a new lease of the property when the lease ends, but does not take account of any goodwill belonging to anyone who had occupied the property;

(b) the property is vacant and had not been occupied by the Tenant or any sub-tenant;

(c) the property can immediately be used;

(d) the property is in the condition required by this lease and any damage caused by any of the risks insured under clause 12 or caused by criminal damage has been made good;

(e) during the lease period neither the Tenant nor any sub-tenant has done anything to the property to increase its rental value, other than anything which the Tenant was obliged to do under the terms of this lease,

9.3 if the Landlord and the Tenant agree the amount of the new rent, a statement of that new rent, signed by them, is to be attached to this lease.

9.4 if the Landlord and the Tenant have not agreed the amount of the new rent two months before the rent review date, either of them may require the new rent to be decided by arbitration under clause 18.6.

9.5 (a) The Tenant is to continue to pay rent at the rate applying before the rent review date until the next rent day after the new rent is agreed or decided

(b) Starting on that rent day, the Tenant is to pay the new rent.

(c) On that rent day, the Tenant is also to pay the amount by which the new rent since the rent review date exceeds the rent paid, with interest on that amount at 2% below the rate set out in Clause 1.6 hereof.

10 DAMAGE

If the property is damaged by any of the risks to be insured under clause 11 and as a result of that damage the property, or any part of it, cannot be used for the use allowed:

10.1 the rent, or fair proportion of it, is to be suspended for three years or until the property or the common parts are fully restored , if sooner;

10.2 if at any time it is unlikely that the property will be fully restored within three years from the date of the damage, the Landlord (so long as he has not wilfully delayed the restoration) or the Tenant may end this lease by giving one month's notice to the other during the three year period, in which case:

(a) the insurance money and any criminal damage compensation in respect of the property (but not the tenant's fixtures and fittings therein nor stock nor consequential loss) belongs to the Landlord and

(b) the Landlord's obligation to make good damage under clause 12 ceases.

10.3 a notice given outside the time limits in clause 10.2 is not effective;

10.4 any dispute arising under any part of this clause is to be decided by arbitration under clause 18.6

LANDLORD'S OBLIGATIONS AND FORFEITURE RIGHTS

11 QUIET ENJOYMENT

While the Tenant complies with the terms of this Lease, the Landlord is to allow the Tenant to possess and use the property without unlawful interference from the Landlord, anyone who derives title from the Landlord or any trustee for the Landlord.

12 **INSURANCE**

The Landlord agrees with the Tenant:

12.1 the Landlord is to keep the property (except the plate glass) insured with reputable insurers to cover:
(a) full rebuilding, site clearance, professional fees, value added tax and three years' loss of rent;
(b) against fire, lightning, explosion, earthquake, landslip, subsidence, heave, riot, civil commotion, aircraft, aerial devices, storm, flood, water, theft, impact by vehicles, damage by malicious persons and vandals and third party liability and any other risks reasonably required by the Landlord;
so far as cover is available at the normal insurance rates for the locality and subject to reasonable excesses and exclusions.

12.2 and to take all necessary steps to make good as soon as possible damage to the property caused by insured risks except to the extent that the insurance money is not paid because of the act or default of the Tenant;

12.3. and to give the Tenant at his request once a year particulars of the policy and evidence from the insurer that it is in force;

12.4 and that the Tenant is not responsible for repairing any damage for which the Landlord is compensated under the insurance policy.

13. **SERVICES**

The Landlord is to comply with the following duties in relation to the building:

13.1 To maintain the state and condition (including the decorations) of:
(a) the structure, outside, roof, foundations, joists, floor slabs, load bearing wall, beams and columns of the building.

13.2 to decorate the outside of the building every five years, using colours and types of finish reasonably decided by the Landlord;

13.3 to pay or contribute to the cost of repairing, maintaining and cleaning party walls, party structures, yards, gardens, roads, paths, gutters, drains, sewers, pipes, conduits, wires, cables and other things used or shared with other property.

14 **FORFEITURE**

14.1 The lease comes to an end if the Landlord forfeits it by entering any part of the property, which the Landlord is entitled to whenever:
(a) payment of any rent is fourteen days overdue, even if it was not formally demanded;
(b) the Tenant has not complied with any of the terms in this lease following receipt of written notice of such breach from the Landlord and having not remedied same within a reasonable time;
(c) the Tenant if an individual (and if more than one, any of them) is adjudicated bankrupt or an interim receiver of his property is appointed;
(d) the Tenant if a company (and if more than one, any of them) goes into liquidation (unless solely for the purpose of amalgamation or reconstruction when solvent), or has an administrative receiver appointed or has an administration order made in respect of it;

14.2 The forfeiture of this lease does not cancel any outstanding obligation of the Tenant or a Guarantor.

15 **END OF LEASE**

When this lease ends the Tenant is to:

15.1 return the property to the Landlord leaving it in the state and condition in which this lease requires the Tenant to keep it;

15 .2 (if the Landlord so requires) remove anything the Tenant fixed to the property and make good any physical damage which that causes.

16 **BOUNDARIES**

16.1 This lease does not let to the Tenant the external surfaces of the outside walls of the property and anything above the ceilings and below the floors..

FACILITIES

16.2 The Tenant is to have the use, whether or not exclusive, of any of the following facilities:

The right for the Tenant and visitors to come and go to and from the property over parts of the building designed or designated to afford access to the property, the rights previously enjoyed by the property for shelter and support and service wires, pipes and drains to pass through them, and the right to park vehicles in any designated parking area subject to reasonable rules made by the Landlord.

16.3 The Landlord is to have the rights previously enjoyed over the property by the other parts of the building for shelter and support and for service wires, pipes and drains to pass through it, and the right for the Landlord and his tenants and their visitors to come and go to and from the other parts of the property designated for that purpose.

17 VARIATIONS AND ADDITIONS

This lease is granted on the terms recommended by the Law Society of Northern Ireland which are set out in pages 1-5 & 7 as added to or varied by any terms appearing on page or any attached continuation page.

17 GENERAL
18 PARTIES' RESPONSIBILITY

18.1 Whenever more than one person or company is the Landlord, the Tenant or the Guarantor, their obligations can be enforced against all or both of them jointly and against each individually.

LANDLORD

18.2 The Landlord includes the person who, at any particular time, has the right to receive rent under this lease.

TENANT

18.3 The Tenant includes the person who, at any particular time, is given the right by this lease to possess the property.

SERVICES OF NOTICES

18.4 The rules about serving notices in Section 67 of the Conveyancing and Law of Property Act 1881 (as once amended) apply to any notice given under this lease.

ARBITRATION

18.5 In the event of any dispute or difference arising between the Landlord and the Tenant which is not resolved by negotiation, either party may refer the matter to the Law Society of Northern Ireland Dispute Resolution Service ("the Service") and if the matter has not been resolved within 14 days of referral to the Service or such longer period as both Landlord and Tenant shall agree, then the mediation by the Service shall be deemed to be at an end and (subject to clause 18.6 below) each party shall be free to pursue its own remedies.

18.6 Any matter which this lease requires to be decided by arbitration is to be referred to a single arbitrator under the Arbitration Act (1996). The Landlord and the Tenant may agree the appointment of the arbitrator, or either of them may apply to the President of the Law Society of Northern Ireland to make the appointment.

HEADINGS

18.7 The headings and marginal notes do not form part of this lease.

HOME CHARTER SCHEME
THE LAW SOCIETY OF NORTHERN IRELAND

REPLIES TO PRE-CONTRACT ENQUIRIES (2020 Edition 1)

Full postal address of the property being sold ("the Property"):	95 Cavehill Road, Belfast, BT15 5BH
Full name of Vendor:	HSS Property Ltd
Vendor's Solicitors:	The Elliott-Trainor Partnership
Vendor's Solicitors' Reference:	RC.OK.CONV LOUG 86.3
Full name of Purchaser:	
Purchaser's Solicitors:	
Purchaser's Solicitors' Reference:	

These replies by the Vendor shall be read in conjunction with the **Memorandum of Sale**, the **Special Conditions** and the **General Conditions of Sale** (4th Edition 2020) of the Law Society of Northern Ireland. This document shall be construed as if it was an enactment to which the Interpretation Act (Northern Ireland) 1954 was stated to apply and "Purchaser" shall include "Intending Purchaser".

INSTRUCTIONS TO THE VENDOR

1. These Replies should be provided by all Vendors and signed by all Vendors.

2. If you do not know the answer to any Enquiry, please say so rather than leaving that Reply blank. If you are unsure as to the meaning of any of the Enquiries, please ask your solicitor.

3. If, after completing the Replies, you become aware of any information which would have changed those Replies, you must inform your solicitor immediately and provide them with any relevant documents.

4. It is essential that your Replies are accurate as they form part of the contract. They may be deemed an inducement to the Purchaser to enter the contract. If you give inaccurate or incomplete Replies, the Purchaser may have a right to refuse to complete the purchase or may be entitled to sue you for compensation.

5. You should complete the Replies to the best of your knowledge, information and belief making such reasonable enquiries as you can to help you to do so. You are not expected to have expert knowledge of legal or technical matters.

6. You should give your solicitor any letters, agreements, notices or other documents which may be of relevance in completing these Replies. If you are aware of any such documents which you do not hold, please inform your solicitor as soon as possible as you may be required to obtain such documents prior to completion.

PURCHASER'S RELIANCE ON THE REPLIES TO THESE ENQUIRIES

"CAVEAT EMPTOR" – "BUYER BEWARE"

1. These Replies have been made to the best of the knowledge, information and belief of the Vendor and shall be relied upon as such.

2. The Purchaser (through his solicitor) may only raise such further Enquiries, or call for the clarification of such existing Replies, as may be reasonable and necessary for the completion of this transaction.

3. The Purchaser should not rely absolutely upon the Replies which the Vendor is not qualified to give, i.e. where they relate to matters of a technical nature. The Purchaser should therefore seek reports from his own suitably qualified architect, engineer, surveyor, trade specialist, environmental consultant or technical expert.

4. Any Replies relating solely to matters of title have been made entirely without prejudice to the Purchaser's solicitor's obligation to investigate title.

"CAVEAT EMPTOR" – "BUYER BEWARE"

THIS DOCUMENT MAY ONLY BE AMENDED BY THE LAW SOCIETY OF NORTHERN IRELAND

© Law Society of Northern Ireland 2020

1. RIGHTS

1.1. Does anyone other than the Vendor have or claim any rights over the Property?

☑ No

☐ Yes - the rights are set out in the Comment box below.

Comment:

1.2 Do any of the following matters benefit the Property or any neighbouring property? If yes, set out the details in the Comment box below.

(a) rights of way:-

☑ No

☐ Yes

(b) rights for services eg water pipes, septic tanks and drainage pipes, storm water pipes, electricity cables, telephone cables, gas pipes etc:-

☑ No

☐ Yes

(c) sight lines / visibility splays:-

☑ No

☐ Yes

(d) any other rights:-

☑ No

☐ Yes

Comment:

1.3 Do any of the following matters burden the Property or any neighbouring property? If yes, set out the details in the Comment box below.

(a) rights of way:-

☑ No

☐ Yes

(b) rights for services eg water pipes, septic tanks and drainage pipes, storm water pipes, electricity cables, telephone cables, gas pipes etc:-

☑ No

☐ Yes

(c) sight lines / visibility splays:-

☑ No

☐ Yes

(d) any other rights:-

☑ No

☐ Yes

Comment:

2. LITIGATION AND DISPUTES

2.1. Is or has the Property been the subject of any pending or threatened litigation or any dispute (which includes criminal proceedings/fixed penalty notices) which may affect the Property?

☑ No
☐ Yes - as set out in the Comment box below.

Comment:

2.2. Is your right to sell the Property restricted by any statutory or court proceedings?

☑ No
☐ Yes - the restrictions are set out in the Comment box below.

Comment:

3. GROUND RENT

3.1 Do you pay Ground Rent for the Property?

☐ No
☑ Yes - the details are set out in the Comment box below.

Comment:

3.2 Who collects the Ground Rent?

☐ I do not know
☐ I do know - the details are set out in the Comment box below.

Comment: Mc Connell Property

3.3 Do you have your last receipt for Ground Rent?

☑ No
☐ Yes, and I shall provide it to the Purchaser's solicitor.

Comment: Will be furnished - Enclosed herein.

3.4 Have you ever requested or been offered terms for the acquisition of the freehold of the Property?

☑ No

☐ Yes - the details are set out in the Comment box below.

Comment:

3.5 Have any steps been taken towards the redemption of your Ground Rent?

☑ No

☐ Yes - the details are set out in the Comment box below.

Comment:

3.6 Are you entitled to collect the Ground Rent of any adjacent property?

☑ No

☐ Yes - the details are set out in the Comment box below.

Comment:

4. COMPLAINTS OR BREACHES

4.1 Are there any complaints or any breaches of any of the covenants or conditions in the title deeds under which you hold the Property?

☑ No

☐ Yes - the details are set out in the Comment box below.

Comment:

5. MORTGAGES and CHARGES

5.1 Is the Property subject to any Mortgages, Charges or Orders Charging Land?

☑ No. If not, go to Enquiry 5.4.

☐ Yes - the details are set out in the Comment box below.

Comment:

5.2 Can you confirm that the proceeds of sale will be sufficient to discharge all mortgages, charges and orders charging land affecting the Property?

☐ No - the details are set out in the Comment box below.

☐ Yes

Comment: N/A

5.3 Will all mortgages, charges and Orders Charging Land affecting the Property be released at completion?

☑ N/A ☐ No - the details are set out in the Comment box below as to how all mortgages, charges and Orders Charging Land will be dealt with:

☐ Yes

Comment:

5.4 Will any part of the sale price be required to be applied towards payment or repayment of a discount or repayment of a grant or any other Property-related debt other than the mortgages or charges disclosed in your reply to Enquiry No. 5.1. above?

☑ No

☐ Yes - the details are set out in the Comment box below.

Comment:

6. OCCUPANTS (OTHER THAN THE VENDOR)

6.1 Is anyone (other than the Vendor), over the age of 17 in occupation of the Property or any part of the Property?

☑ No

☐ Yes - the details are set out in the Comment box below.

Comment:

6.2 If the answer to Question 6.1. is "Yes", will those persons consent to the proposed sale?

☐ No

☐ Yes

Comment: N/A

6.3 If the answer to Question 6.1. is "Yes", will you warrant that you will take all necessary steps to provide vacant possession at completion?

☐ No
☐ Yes

Comment:

N/A.

6.4 Is the Property or any part of the Property presently let?

☐ No. If "No" please go directly to Enquiry 7.
☐ Yes. If "Yes" you will also have to complete Enquiry 6.5 and the Supplement below.

Comment:

N/A.

6.5 Has the tenant been given a Notice to Quit and vacant possession will be provided at completion?

☐ No
☐ Yes - the details are set out in the Comment box below.

Comment:

N/A.

7. BOUNDARIES AND BOUNDARY STRUCTURES

7.1 Are you aware of any alterations having been made to the boundaries of the Property?

☑ No
☐ Yes - the details are set out in the Comment box below.

Comment:

7.2 Is the front boundary solely maintained by the Vendor?

☐ No - the details are set out in the Comment box below.
☑ Yes

Comment: Open curb Street/pavement.

7.3 Are all other boundaries maintained jointly with the adjoining owners?

☐ No - the details are set out in the Comment box below.
☐ Yes

Comment: N/A -

8. NOTIFICATIONS FROM STATUTORY BODIES

8.1. What notifications have you received from or sent to any of the statutory bodies or bodies appointed under statute below:

☑ None
☐ NI Housing Executive ☐ Local Council ☐ Department for Communities
☐ Department for Infrastructure ☐ NI Water ☐ Land Registry
☐ Other - the details are set out in the Comment box below.

Comment:

8.2. Do you know whether any of the buildings comprising the Property in sale are, or are about to be, "Listed"?

☑ No
☐ Yes - the details are set out in the Comment box below.

Comment:

9. OUTGOINGS

9.1. Please confirm you have provided a copy of the most recent rates demand?

☐ No - the details are set out in the Comment box below as to why not:
☐ Yes

Comment: Will be sought.

9.2. Have any works been carried out to the Property which may cause the Capital Value to change?

☑ No
☐ Yes - the details are set out in the Comment box below.

Comment:

9.3 Have you sought a review of or appealed the Capital Value of the Property?

☑ No

☐ Yes - the reasons and the details are set out in the Comment box below.

Comment:

9.4 Do you pay water charges for the Property?

☑ No

☐ Yes - the details are set out in the Comment box below.

Comment:

10. WORKS CARRIED OUT TO THE PROPERTY and THE USE OF THE PROPERTY

Planning

10.1 Are you aware of any works having been carried out to the Property, including a change of use, during the last 10 years, that would have required planning permission?

☐ N/A – site only ☑ No

☐ Yes - I am aware of the following works having been carried out during the last 10 years that would have required planning permission:-

Comment:

10.2 Was the Property to your knowledge used within the last 10 years for any purpose other than a dwelling house?

☐ N/A ☐ No

☐ Yes - the Property was formerly used as:-

Comment: Ground floor unit is commercial. Flat above is residential.

10.3 Was Planning Permission obtained for all the works listed at 10.1 above?

☑ N/A ☐ Yes and copies of all Planning Permissions have been provided.

☐ No - the details are set out in the Comment box below.

Comment:

10.4 Are any occupancy conditions attached to the planning permission you referred to in your reply to Enquiry No. 10.3 above?

☑ N/A ☐ No

☐ Yes - the following occupancy conditions apply:

Comment:

10.5 Do you know if all the conditions contained in the planning permission you referred to in your reply to Enquiry No. 10.3 above have been met?

☑ N/A ☐ Yes

☐ No – I believe that the following conditions were not met:-

Comment:

10.6 Are you aware of any planning application having been made for any works not yet carried out or for the use of the Property to be changed in the last 10 years?

☐ N/A – site only ☑ No – If no, go to Enquiry 10.8 below.

☐ Yes – I am aware of the following application(s) having been made, the details of which along with the planning application number(s) are set out in the Comment box below:-

Comment:

10.7 Are you aware whether the planning permission you referred to in your reply to Enquiry No. 10.6 above was ever granted, is pending or was refused? Details to be inserted in the Comment box below.

☑ N/A ☐ Granted ☐ Refused ☐ Pending

Comment:

10.8 Have you received any Neighbour Notification Notice or other notice or correspondence (including any public consultation etc) in connection with a planning application by a neighbour?

☑ No

☐ Yes – a copy of the Notice will be furnished if available.

Comment:

10.9 Are there any trees on the Property that are subject to a Tree Preservation Order?

☑ No

☐ Yes – the Tree Preservation Order reference number is:

Comment:

10.10 Have any of the trees the subject of the Tree Preservation Order been removed?

☑ N/A ☐ No

☐ Yes – but with the permission of the local council.

☐ Yes – but without the permission of the local council.

Comment:

Building Control

10.11 Are you aware of any works (including the installation of any heating systems) having been carried out to the Property during the last 10 years for which Building Control was required?

☐ N/A – site only ☑ No

☐ Yes – I am aware of the following works having been carried out during the last 10 years that would have required Building Control approval:-

Comment:

10.12 For which of the above works was Building Control approval and a Building Control Completion Certificate obtained?

☑ N/A ☐ None

☐ Yes - Building Control approval was obtained for the following:-

Comment:

10.13. Are you aware of any works having been carried out to the Property during the last 10 years that were completed but not approved or given a Completion Certificate by Building Control?

☐ N/A ☑ No

☐ Yes – I am aware of the following works having been carried out during the last 10 years that have not been approved or given a Completion Certificate by Building Control and for which I shall apply for a Regularisation Certificate:-

☐ Yes – I am aware of the following works having been carried out during the last 10 years that have not been approved or given a Completion Certificate by Building Control and for which I shall apply for a Completion Certificate:-

Comment:

10.14. Have you advised Building Control of the proposed date for completion and requested a final inspection and a Completion Certificate or a Regularisation Certificate?

☑ N/A ☐ Yes

☐ No but I shall do so in accordance with the contract.

Comment:

Works to an adjoining property

10.15 Are you aware of any works which have been carried out to an adjoining property that may adversely affect your own Property?

☑ No

☐ Yes – I am aware of the following works having been carried out:-

Comment:

Solar Panels

10.16 Have solar panels been installed at or on the Property?

☑ No If "No", please go to Enquiry 10.18.

☐ Yes – I will furnish all documentation in relation to those solar panels.

Comment:

10.17 Are the solar panels owned by you or leased?

☐ Owned

☐ Leased – I will furnish all documentation in relation to those solar panels.

Comment:

N/A

Grants or Subsidies

10.18 Do you know when the Property was constructed?

☐ No

☐ Yes – I believe the property is years old.

Comment:

10.19 Has a Renovation Grant been paid by NIHE in respect of the Property within the last 10 years?

☑ No ☐ Not known, but I shall enquire from NIHE

☐ Yes – I will furnish the paperwork in connection with the Grant prior to completion.

Comment:

10.20 Was a Regulated Rent Certificate issued under the Rent (NI) Order 1978?

☑ No

☐ Not known, but the Purchaser may wish to enquire from NIHE and/or the local authority and/or the Rent Officer.

☐ Yes – I will furnish the Regulated Rent Certificate prior to completion.

Comment:

10.21 Has a House in Multiple Occupation (HMO) Grant been paid within the last 10 years?

☑ No

☐ Not known, but I shall enquire.

☐ Yes – I will furnish the paperwork in connection with the Grant prior to completion.

Comment:

10.22 Is the Property licensed as an House in Multiple Occupation?

☒ No
☐ Not known, but I shall enquire.
☐ Yes – I will furnish the paperwork in connection with the Licence prior to completion.

Comment:

10.23 Has a Certificate of Fitness been applied for and was it issued in respect of the Property?

☒ N/A
☐ No
☐ Not known
☐ Yes and I will forward the Certificate of Fitness prior to completion.
☐ Yes but the Certificate is the subject of a challenge.
☐ Yes the Certificate been applied for but refused.
☐ Yes the Certificate has been applied for but not yet been determined.

Comment:

10.24 Have any works been carried out to the Property during the last 10 years for which a grant or subsidy was received?

☐ N/A
☒ No
☐ Yes - the following works have been carried out during the last 10 years for which a grant or subsidy was received:-

☐ The conditions attaching to the grant/subsidy have been met.
☐ The following conditions attaching to the grant/subsidy have not been met:-

Comment:

Consents of superior landlord

10.25 Have any consents been received from the landlord or superior landlord for any works carried out to the Property during the last 12 years that may have required such consent?

☑ N/A ☐ No
☐ Yes – consent herewith:-

Comment:

10.26 Have any receipts for Ground Rent been received since the works referred to in paragraphs 10.1 and 10.11 above were carried out?

☑ N/A ☐ No
☐ Yes – Ground Rent receipt herewith:-

Comment:

11 COLLATERAL WARRANTIES

11.1 Is the Property or any part of the Property or any fixture on the Property covered by any kind of Certificate or Warranty?

☑ No
☐ Yes there is an N.H.B.C. Certificate in respect of:-
☐ Yes there is a CRL Certificate in respect of:-
☐ Yes there is a Certificate from another Certificate provider (please confirm provider) in respect of:-
☐ Yes there is an Architect's Certificate in respect of:-
☐ Yes there is a Guarantee/Warranty to cover remedial work carried out in respect of:-
☐ Yes other Guarantee issued by:-

And the benefit of the aforementioned Certificates and Guarantees is vested in me and I will produce all paperwork in connection with the certificate and guarantee and, if necessary and if so requested, assign the benefit of same to the Purchaser, at the Purchaser's expense.

Comment:

11.2 Have any defects arisen as regards the work covered by the Certificates and Guarantees you referred to in paragraph 11.1 above?

☑ N/A ☐ No
☐ Yes – the details set out in the Comment Box below are the only defects that have arisen as regards the work covered by the aforementioned Certificates and Guarantees. Any actions taken as regards the aforementioned defects are set out in the Comment Box below:-

Comment:

12 SERVICES

Sewerage

12.1 Is the Property presently connected, or is it intended that the Property shall be connected prior to completion at the Vendor's expense to the main NI Water sewer?

☑ Yes
☐ No - the details are set out in the Comment box below.

Comment:

12.2 Where the connection is to be made into the main NI Water sewer, have all the statutory consents, test certificates and authorisations been granted or agreed in principle and the appropriate fees paid?

☑ Yes
☐ No - the details are set out in the Comment box below.

Comment:

12.3 Is there an agreement in place under Article 161 of the Water and Sewerage Services (NI) Order 2006 for the sewers in the development in which the Property is situated?

☐ Yes – a copy has been provided.
☐ No - the details are set out in the Comment box below.

Comment: N/A

12.4 Is the Property presently connected, or is it intended that the Property shall be connected prior to completion at the Vendor's expense to a septic tank?

☐ Yes - a map is attached showing the location of the septic tank and the discharge system.
☑ No - if no, details of how the sewerage is to be serviced are set out in the Comment box below:.

Comment:

12.5 Where the connection is to be made into a septic tank, have all the statutory consents, test certificates and authorisations been granted or agreed in principle and the appropriate fees paid?

☐ Yes
☐ No - the details are set out in the Comment box below.

Comment:

N/A.

12.6 When was the septic tank last emptied?
☐ I do not know.
☐ I do know – the date is set out in the Comment box below and a copy of the receipt for emptying has been provided:

Comment:

N/A.

Water

12.7 Is the Property presently connected, or is it intended that the Property shall be connected prior to completion at the Vendor's expense to the NI Water water main?

☑ Yes
☐ No - the details are set out in the Comment box below.

Comment:

12.8 Have all the connection fees and charges been paid?

☐ N/A ☑ Yes
☐ No - the charge for connection to the water main is outstanding.

Comment:

Premises is.

12.9 Have you notified the appropriate authority of the change of ownership and arranged for the water meter to be read at the date of completion?

☑ N/A ☐ Yes
☐ No – but this will be done.

Comment:

Electricity

12.10 Is the Property already connected to the public electricity supply grid?

☑ Yes
☐ No - the details are set out in the Comment box below.

Comment:

12.11 Have all the necessary easements, consents, tests and authorisations been obtained to enable connection to the public electricity supply grid prior to completion and have all the necessary fees and charges been paid by the Vendor?

☑ Yes
☐ No - the outstanding matters are set out in the Comment box below.

Comment:

12.12 Has the Property been wholly or partially re-wired during your period of ownership?

☐ Yes - the details are set out in the Comment box below.
☑ No

Comment:

Heating

12.13 Which of the following is the principal form of heating in the Property?

☐ N/A - site only	☐ Oil	☐ Solid Fuel	
☑ Natural Gas	☐ LP Gas	☐ Electricity	☐ None

Comment:

Gas

12.14 Is the Property presently connected, or has provision been made for future connection prior to completion at the Vendor's expense to a natural gas supply pipe?

☑ Yes - the details are set out in the Comment box below.
☐ No

Comment:

12.15 Are there any L P gas appliances in the Property?

☑ No
☐ Yes - they are fed from:-
☐ gas bottles ☐ a bulk gas tank situated within the grounds of the Property
☐ communal bulk gas tank

Comment:

12.16 Have all gas appliances in the Property been safety-checked by a Gas Safe registered fitter within the last year?

☐ N/A
☐ Yes - a copy of the Landlord / Homeowner Gas Safety Record (or any subsequent modification of it) will be forwarded before completion.
☐ No safety checks have been carried out.

Comment:

Problems

12.17 Are you aware of any problems with any systems or services in the Property (including the septic tank, central heating, plumbing, electrics, etc), which would not be immediately apparent or would only be ascertainable after a period of continuous observation?

☑ No ☐ N/A – site only
☐ Yes – I am aware of the following problems:

Comment:

Purchaser should survey.

Roads

12.18 Does the Property open directly on to an adopted road?

☑ Yes
☐ No - but the Property is accessed by an unadopted lane. The details are set out in the Comment box below.
☐ No - but a Road Bond and a Private Streets Agreement are in place and will be furnished.
☐ No - and there is no Road Bond or Private Streets Agreement.

Comment: Believed so.

12.19 Have easements been granted in respect of sight lines or visibility splays?

☑ N/A ☐ Yes
☐ No ☐ No but negotiations are presently under way with the adjoining owners.

Comment:

13 ENVIRONMENTAL ISSUES

13.1 What is the history of the land upon which the Property is situated?

☐ I do not know.
☐ I believe the land was used for the following purposes:-
☑ Residential ☐ Agricultural ☑ Commercial ☐ Other:-
☐ I believe that the land upon which the Property is situated:-
☐ was previously a land-fill site ☐ is reclaimed land
☐ is on the site of previous excavations that were subsequently filled in
☐ was formerly used for the following industrial purposes
☐ may have been used for the disposal (including discharge into the atmosphere) of the following waste substances:-
☐ may have been used for the storage of the following hazardous substances:-
☐ is the subject of the following environmental complaint(s):-

Comment:

13.2 Are you aware of any environmental issues in relation to the Property or any adjoining property that may adversely affect the Property?

☐ Yes - the details are set out in the Comment box below.
☑ No

Comment:

13.3 Is there a valid Energy Performance Certificate covering the Property?

☑ Yes
☐ No - the details are set out in the Comment box below.

Comment:

13.4 Has any work been carried out to the Property since the current Energy Performance Certificate was issued that may affect its rating?

☐ Yes - a new survey has been commissioned and an updated EPC will be forwarded as soon as it is to hand.
☑ No

Comment:

14 FLOODING

14.1 Has the Property been affected by any flooding during your period of ownership? If yes, please provide details of the cause, extent and any outcomes (including insurance claims, if any).

☐ N/A ☑ No
☐ Yes - the details are set out in the Comment box below.

Comment:

15 INSURANCE

15.1 Do you have the Property insured with buildings insurance, public liability insurance and / or occupiers liability insurance?

☑ Yes
☐ No

Comment: Buildings & Contents

15.2 Has insurance for the Property ever been declined or offered on terms which are prohibitively expensive?

☐ Yes - the details are set out in the Comment box below.
☑ No

Comment:

16 COMPLETION

For the purposes of the normal conveyancing process and for the avoidance of doubt, "completion" shall be accepted as having taken place when sufficient of the consideration has been paid by the Purchaser to the Vendor (through their respective solicitors) for the Vendor to authorise the beneficial occupation by the Purchaser of the premises the subject of the contract. The redemption of the Vendor's mortgage(s), charge(s) etc shall be carried out post-completion on foot of undertakings by the Vendor's solicitor. The contract shall not merge with the assurance to the Purchaser until all post-completion work has been carried out and all contractual conditions have been fulfilled.

16.1 What is the proposed completion date? The details are set out in the Comment box below:

Comment: ASAP

16.2 Do you have a related onward purchase?

☑ No
☐ Yes - the details are set out in the Comment box below.

Comment:

16.3 Is the date for completion dependent upon any particular set of circumstances?

☑ No
☐ Yes - I will only be able to complete any time:-
☐ after ____ / ____ / ____ because:-
☐ before ____ / ____ / ____ because:-

Comment:

16.4 Will you ensure that all occupiers (save those mentioned in 6.1 above) will vacate the Property by 12.00 noon on the completion date and that the keys will be available for the Purchaser?

☑ Yes
☐ No

Comment:

16.5 Will you ensure that the Property is properly cleared and free from rubbish by 12.00 noon on the completion date?

☑ Yes
☐ No

Comment:

16.6 Will you ensure that no fixtures or fittings, other than those specified in the Fixtures and Fittings List, are removed from the Property?

☑ Yes
☐ No

Comment:

17 APARTMENTS & DWELLINGS WITH SHARED FACILITIES AND/OR COMMON AREAS

17.1 Is the Property either an apartment or a dwelling with shared facilities and/or common areas?

☑ No - **if "No", ignore the remainder of this Enquiry and go directly to Enquiry No. 18.**
☐ Yes - **if "Yes", please answer the remainder of this Enquiry (No. 17) as fully as possible.**

Comment: Flat is self-contained with separate entrance

17.2 Is there a management company for the shared facilities and/or common areas?

☐ No - the arrangements are set out in the Comment box below.
☐ Yes - the details are set out in the Comment box below.

Comment:

17.3 Has the landlord's/developer's title in the development (including the common areas) been vested in the management company?

☐ N/A – there is no management company.
☐ Yes – see title furnished.
☐ No – the details are set out in the Comment box below.

Comment:

17.4 Can you provide a copy of the Memorandum and Articles of Association of the management company?

☐ N/A – there is no management company.
☐ Yes – I will furnish these prior to completion.
☐ These have already been furnished.

Comment:

17.5 Do you pay any service charges in respect of the Property?

☐ Yes - the annual service charge is **£** .A copy of the latest service charge account will be forwarded.
☐ No

Comment:

17.6 Is there a block Insurance Policy in force and if so what premium do you pay?

☐ Yes - a block Insurance Policy is in force and the annual premium payable is **£** . A copy of the up to date Insurance Policy will be forwarded.
☐ No

Comment:

17.7 Do you contribute towards any maintenance, repair or sinking fund?

☐ Yes - the annual contribution is **£** . A receipt for this will be forwarded.
☐ No

Comment:

17.8 Are any managing agents, person or other body responsible for the management of the complex on behalf of the management company?

☐ Yes - management of the complex is carried out by:-
☐ No

Comment:

17.9 If the management company have employed managing agents to manage the complex, after making enquiries, please confirm whether those managing agents keep all monies in a separate account for the complex or in one central account for all complexes which they manage?

☐ Yes – separate account for this complex.
☐ No – one central account with other complexes.
☐ Other -

Comment:

17.10 Do you have copies of the last three years of the annual accounts of the management company?

☐ No – I shall seek to obtain them and send them to you.
☐ Yes – I shall get these and send them to you.

Comment:

17.11 Do you have copies of the last three years minutes of the management company?

☐ Yes – I shall get these and send them to you.
☐ No

Comment:

17.12 Do you have copies of the last three years of the service charge accounts?

☐ Yes - I shall get these and send them to you.
☐ No

Comment:

17.13 Can you supply your Share/Membership Certificate and confirm that you will sign any necessary documentation for the Certificate to be put into the name of the Purchaser on completion?

☐ N/A – there is no management company.
☐ This has already been furnished.
☐ Yes – I will furnish this prior to completion.
☐ No - but I can confirm that I will sign any necessary papers to transfer it to the Purchaser, the Purchaser being responsible for any fees payable.
☐ No - but I shall arrange for the Certificate to be issued in my own name at my expense. I will then transfer it to the Purchaser, the Purchaser being responsible for any fees payable.

Comment:

17.14 Are you aware whether any regulations have been issued by the landlord or the management company in addition to the covenants contained in the Lease?

☐ N/A – there is no management company.
☐ No - I am not aware of any such regulations having been made.
☐ Yes – and I enclose a copy of the regulation(s) made by the landlord / management company.

Comment:

17.15 Are you aware whether any side letters relating to the Lease have been issued by the landlord and/or the management company and/or the managing agent?

☐ No - I am not aware of the existence of any side letters.
☐ Yes - the following side letters have been issued:-

Comment:

17.16 Has the management company either been struck off or is it in the process of being struck off?

☐ N/A – there is no management company.
☐ No.
☐ Yes, the management company was struck off on:-
☐ Yes, the management company is presently in the process of being struck off.

Comment:

17.17 Are you aware whether there are any structural works or major or unusual expenditure from the maintenance/repair or service charge accounts within the last three years?

☐ N/A
☐ No, I am not aware of any such expenses.
☐ Yes, I believe that the following major or unusual expenses have been incurred:-

Comment:

17.18 Are you aware whether any structural works or major or unusual expenditure which are likely to show up in the maintenance/repair or service charge accounts within the next three years?

☐ N/A
☐ No, I am not aware of any such expenses.
☐ Yes, I believe that the following major or unusual expenses are likely to be incurred:-

Comment:

17.19 Can you confirm whether the service charge is to be apportioned at completion?

☐ N/A
☐ I believe that the apportionment of the service charge on completion will be on the basis of:-
  ☐ the latest service charge demand or estimate issued.
  ☐ a service charge demand or estimate that has yet to be issued.

Comment:

17.20 Are you aware of any problems between individual property owners and the landlord and/or the management company and/or the managing agent?

☐ No - I am not aware of any such problems.
☐ Yes - I am aware of the following problems:-

Comment:

18 FIXTURES AND FITTINGS

If these Enquiries relate to:-

- **a site only; or**
- **a new build (where issues regarding fixtures and fittings should be dealt with either in the Building Agreement or by way of Special Conditions in the Contract)**

then please ignore this Enquiry and proceed directly to the Declaration at the end of this document.

There follows a list of typical items found in a house, some of which can be regarded as fixtures, some as fittings and some as either. The definition of fixtures and fittings has always been a difficult one.

Fixtures have been traditionally regarded as those things that appear to be part of the fabric of the premises as a result of which it would normally require considerable effort, probably tools and possibly some skill to remove them. Fixtures have also been taken to include objects which can be easily removed, but which form an integral part of a fixed object, e.g. a key or a lock. Ordinarily all fixtures should be left on the Property.

Fittings on the other hand are, generally speaking, things that can simply be un-hooked, un-plugged, easily lifted or removed without any great effort, tools or specialist knowledge.

For the avoidance of doubt:-

- If you have agreed with the Purchaser that any items are to be included in the sale or that they are "extras" then they should be ticked in the "**L**" column, their locations written in and the price shown, if appropriate. It will be assumed that you own outright any such fittings and fixtures.
- If you intend to remove any of these items, i.e. you are taking them with you and they are not to be included in the sale, then they should be ticked in the "**R**" column and their locations written in.
- If there are no such items in the Property then they should be ticked in the "**N**" column.
- It is assumed that if any of the following fixtures were present when the sale was agreed with the Purchaser then **they will be left in the Property unless they were expressly reserved at that time:-**

  - alarm system
  - automatic garage door(s)
  - bath(s)
  - bedroom unit(s) (built in)
  - car charger
  - central heating boiler
  - cooker (built in)
  - doors
  - door furniture (including bell)
  - double glazing units
  - extractor fan(s)
  - fireplace(s), mantel piece and hearth
  - gas fire(s)
  - gas tank
  - gates
  - heat exchangers or smart heating systems
  - heat pumps
  - hob unit (built in)
  - hot water tank and cylinder jacket
  - immersion heater
  - kitchen units (built in)
  - light fittings
  - oil tank

- outdoor trees, plants and shrubs
- oven (built-in)
- power points and covers
- shower unit(s)
- radiators
- roof insulation
- satellite tv antenna
- security lights and sensors (built in)
- shower cabinet(s)
- sinks
- solar panels
- stoves (built in)
- time switches and control units
- terrestrial tv atenna
- toilets and cisterns

Key: **L** = will be **L**eft **R** = will be **R**emoved **N** = **N**one in Property

Item	Location / Comment	L	R	N
Bathroom cabinet (freestanding)				
Bedroom furniture (freestanding)				
Blinds				
Carpet				
Clothes line				
Coal bunker				
Coal bunker contents				
Curtains				
Dish washer (freestanding)				
Electric cooker (freestanding)				
Electric fire				
Freezer (freestanding)				
Fridge-Freezer (freestanding)				
Gas cooker (freestanding)				
Gas cylinders (freestanding)				
Garden shed				
Greenhouse				
Kitchen units (freestanding)				
Light switches and covers				
Microwave oven (freestanding)				
Oil tank contents				
Refrigerator (freestanding)				
Rugs				
Towel rail				
Tubs and planters				

Tumble dryer (freestanding)				
Wall heater				
Washing machine (freestanding)				
Wheelie bin (household waste)				
Wheelie bin (recycling)				
Wheelie bin (garden waste)				
Other				

TENANCY SUPPLEMENT

Only complete this Supplement if the property in sale is currently let

PART I

This Part should be completed regardless of the date upon which the tenancy commenced

1.1. Can you provide a copy of the tenancy agreement between you and the Tenant?

☑ Yes – I will furnish this prior to completion.
☐ No - there is no written tenancy agreement but the main terms of the tenancy are:-

Comment: lease attached.

1.2. Do you have an up to date statement of the rental account of the Tenant?

☐ Yes – I enclose this statement.
☐ No - but I shall furnish one prior to completion.

Comment:

1.3. If a tenancy deposit was paid before 1st April 2013, are you holding a deposit from the Tenant?

☐ No.
☐ Yes – I am holding a deposit of £ on the following terms:-

Comment:

1.4. If a tenancy deposit was paid on or after 1 April 2013, have you protected the tenancy deposit under a tenancy deposit scheme?

☐ No - but I will protect it before completion and give details to the Tenant and provide a copy of this.
☐ Yes - the Tenant's deposit is protected in a custodial scheme, details in the Comment Box below. I will provide confirmation from the tenancy deposit scheme provider before completion.
☐ Yes - I am holding the Tenant's deposit and it is protected in an insurance scheme, details in the Comment Box below. I will provide confirmation from the tenancy deposit scheme provider before completion.

Comment:

1.5 If the tenancy deposit was received on or after 1 April 2013, was the Tenant given the prescribed information within 28 days the deposit being received, as required by the Tenancy Deposit Scheme Regulations (NI) 2012?

☐ Yes – I will furnish a copy prior to completion.
☐ No - but the Tenant will be given the prescribed information prior to completion with a copy for the purchaser.

Comment:

1.6 Please confirm that you will advise the tenancy deposit scheme provider of the change in identity of the landlord and complete such documentation as may be reasonably be required to have the landlord details changed on the tenancy deposit protection?

☐ Yes - I will advise the tenancy deposit scheme provider and complete the documentation and provide a copy of all correspondence in relation to this to the Purchaser.
☐ No.

Comment:

1.7 Please confirm that on completion where a tenancy deposit is protected under an insurance scheme you will transfer the actual deposit to the Purchaser on completion?

☐ Yes – I confirm that I will transfer this, having first advised the tenancy deposit scheme provider and provided a copy of such notice and its response to the Purchaser
☐ No.

Comment:

1.8 Please supply a copy of any inventory or schedule of condition carried out in respect of the Property.

☐ N/A.
☐ Yes – I will furnish one prior to completion

Comment:

1.9 Are you holding a payment in advance of Rent from the Tenant?

☐ No.
☐ Yes – I am holding a payment in advance of Rent of £ on the following terms:-

Comment:

1.10 Are you aware of any breaches of any of the covenants/conditions in the tenancy agreement under which the Tenant holds the Property?

☐ No - but I shall furnish one prior to completion.
☐ Yes – I am aware that the following breaches of covenant have occurred:-

Comment:

1.11 Are there any disputes with the Tenant in relation to the Property or the tenancy that have yet to be resolved to the satisfaction of both parties?

☐ No.
☐ Yes – the following issues remain to be resolved:-

Comment:

1.12 Have all gas appliances in the Property been safety-checked by a Gas Safe registered fitter within the last year?

☐ N/A
☐ Yes - a copy of the Landlord / Homeowner Gas Safety Record (or any subsequent modification of it) will be forwarded before completion.
☐ No - no safety checks have been carried out and I will arrange to do so and forward the Certificate prior to completion.

Comment:

1.13 Has a copy of the energy performance certificate relating to the Property been given to the Tenant?

☐ N/A
☐ Yes - a copy of the EPC will be forwarded before completion.
☐ No - I will arrange to do so and forward confirmation of this prior to completion.

Comment:

PART II

Please answer the questions in this Part only if the letting commenced before 1st April 2007.

2.1. Has the Tenant been given a Rent Book in accordance with the Rent Book Regulations (NI) 2004?

☐ Yes – I will furnish a copy prior to completion.
☐ No - but the Tenant will be given one prior to completion with a copy for the Purchaser.

Comment:

2.2. Is the Property let furnished or unfurnished?

☐ Furnished.
☐ Unfurnished.

Comment:

2.3 Was the Property occupied by a tenant on 1st October 1978?

☐ No.
☐ Yes.
☐ Not known.

Comment:

2.4. Are you aware if the Tenancy is or was a Protected and/or a Statutory Tenancy?

☐ No. ☐ N/A.
☐ Yes – it is a Restricted Tenancy.
☐ Yes – it is a Regulated Tenancy.

Comment:

2.5. If the Property is subject to rent control, what is the maximum rent legally recoverable in respect of the Property?

☐ Not known.
☐ Yes - the maximum rent legally recoverable is £ per week.

Comment:

PART III

Please answer the questions in this part only if the letting commenced on or after 1st April 2007.

3.1. Has the Tenant applied to have the Property inspected with a view to challenging its fitness for human habitation?

☐ No. ☐ N/A.
☐ Yes – the Tenant has applied to have the Property so inspected.

Comment:

3.2 Have there been any variations of any of the prescribed terms of the tenancy?

☐ No.
☐ Yes – I will furnish a copy of such notice(s) of variation prior to completion.
☐ Yes – but no notification of variation was given to the Tenant.

Comment:

3.3 Did the Tenant receive the Tenancy Terms Notice within 28 days of the commencement of the tenancy as required by Article 4 of the Private Tenancies (NI) Order 2006?

☐ No.
☐ Yes – I will furnish this prior to completion.

Comment:

3.4 Was the Tenant given a Rent Book within 28 days of the commencement of the tenancy, as required by the Rent Book Regulations (NI) 2007?

☐ No – but the Tenant will be given one prior to completion with a copy for the Purchaser.
☐ Yes – I will furnish a copy prior to completion.

Comment:

3.5 Are you aware of any contemplated or actual action taken by the local authority under Article 18 (notice of unfitness) or Article 19 (notice of disrepair) of the Private Tenancies (NI) Order 2006 in respect of the Property?

☐ No.
☐ Yes – I am aware of the following contemplated or actual action(s) taken by the local authority:-

Comment:

DECLARATION BY VENDOR

1. The wording of these pre-printed Enquiries has not been altered in any way nor has the layout of the document.
2. The Replies given by me to the Enquiries in this document relate to the situation as at the date of signing.
3. I confirm that I have read and understood the "Instructions to the Vendor" section of these Enquiries on page one.

Dated this 24th day of May 2022

Signed: M. Loughran (Vendor)
Helen Loughran - Director.

Signed: _____ (Vendor)

This Indenture

made the [illegible] day of [illegible] one thousand nine hundred and nineteen **Between** Thomas McGuigan of Newry Villa Divis Drive in the City of Belfast Retired Merchant (hereinafter called "the Lessor") of the one part and Joseph Simpson of 20 Hallidays Road in said City Engineer (hereinafter called "the Lessee") of the other part **Witnesseth** that in consideration of the sum of Five Hundred Pounds paid by the Lessee to the Lessor on or immediately before the sealing and delivery of these presents (the receipt whereof the Lessor doth hereby acknowledge) and in consideration of the yearly rent hereinafter reserved and of the covenants by the Lessee and conditions hereinafter contained the Lessor doth hereby as beneficial Owner demise and lease unto the Lessee his executors administrators and assigns **All that and those** that piece or parcel of ground and premises on the East side of Eavehill Road and South side of Willowbank Street in the City of Belfast Parish of Shankill otherwise Belfast Barony of Belfast and County of the City or County Borough of Belfast containing in front to Eavehill Road aforesaid the several measurements shewn upon the map hereon in the rere twenty four feet two inches or thereabouts and from front to rere along Willowbank Street aforesaid fifty three feet ten inches or thereabouts and containing from front to rere on the South side the several measurements shewn on the map or plan endorsed hereon which map shall be deemed to be incorporated in these presents and read in conjunction with the description **Bounded** on the North by Willowbank Street aforesaid on the East by a common passage nine feet wide on the South by premises in the occupation of [illegible] as Lessee of the Lessors and on the West by Eavehill Road aforesaid which said premises are more particularly shewn on the map or plan endorsed on these presents and thereon edged red together with the shop and dwelling house thereon known as Number 45 Eavehill Road Belfast and together also with the use of the said passage on the East side of the premises hereby demised in common with the Lessors their executors administrators and assigns and the owners & tenants of the adjoining premises **Excepting** and reserving nevertheless all such matters and things as are excepted and reserved in and by the Indenture of Lease dated the twenty first day of March one thousand nine hundred and ten from Sarah A. Maguire and others

PARTICULARS DELIVERED

Registered in the Office of Land Registry at Dublin, the 20 day of October 1919 Book 58 No. 179

12 Transferred to Land Reg.

F. Maguire to Elizabeth Dunn Indenture of Lease

To Hold the said premises unto the Lessee his executors administrators and assigns for the full term of One thousand years computed from the first day of November one thousand nine hundred to the Lessee his executors administrators and assigns Yielding and Paying therefor and thereout yearly and every year unto the Lessor the yearly rent of five pounds by equal half-yearly payments on every first day of May and first day of November clear over all rates taxes charges or other imposition (the Landlords proportion of income Tax alone excepted) the first payment in respect of one Months rent to be made payable on the first day of November next and the next half yearly payment of said rent to be made payable on the first day of May one thousand nine hundred and twenty And the Lessee doth hereby covenant with the Lessor that he the Lessee his executors administrators and assigns shall and will pay the yearly rent hereby reserved on the days and times hereinbefore appointed for payment thereof and will also pay all charges rates assessments or other impositions payable in respect of said premises (save as aforesaid) And also will at all times maintain and keep in good and substantial repair and condition the said demised premises and all erections additions and other improvements thereon and the same so maintained and kept shall at the end or any determination of this demise so yield unto the Lessor their executors administrators and assigns And shall insure and keep insured in the joint names of the Lessor and Lessee all buildings at any time upon the premises in the full value thereof with an Insurance Office to be approved of by the Lessor and shall when demanded produce the receipt for the payment of the last premium payable in respect of such Insurance And also shall and will observe perform and keep all the covenants by the Lessee and conditions contained in the Indenture of Lease under which the Lessors hold the said premises inter alia so far as such covenants and conditions apply to the premises comprised herein except the covenant for payment of the rent thereby reserved Provided always that if the rent hereby reserved shall be in arrear and unpaid for or by the space of twenty one days next after any of the days or times hereinbefore appointed for the payment thereof (whether and as often as it shall so happen it shall be lawful for the Lessor his executors administrators

And assigns into the demised premises or any portion of the name of the whole to enter and distrain as in the case and the nature of distress and the same to take and drive away without impeachment of waste and to sell the goods so distrained and out of the money arising by such sale to pay the rent and all costs charges and expenses occasioned by such distress and sale rendering the surplus (if any) to the owner Provided Further that if the said rent or any part thereof shall be in arrear for thirty days (whether the same shall have been legally demanded or not) or if there shall be any breach or non-observance of the covenants and conditions on the Lessee's part contained in said Indenture of Lease of the twenty first day of March one thousand nine hundred and the Lessee his executors administrators or assigns into the said demised premises or any part thereof in the name of the whole to re-enter and the same to have again repossessed and enjoy as in his first or former estate this present Indenture or anything contained therein to the contrary notwithstanding And the Lessor doth hereby for himself his executors administrators and assigns covenant with the Lessee his executors administrators and assigns that he the Lessor his executors administrators and assigns shall and will pay the rent and implements reserved by said Indenture of Lease of the twenty first day of March one thousand nine hundred and ten and observe perform and keep all the covenants by the Lessee his executors and assigns to be observed and performed and also shall and will from time to time and at all times hereafter save harmless and keep indemnified the Lessee his executors administrators and assigns and his premises comprised therein against all actions proceedings claims and demands for or by reason of the non-payment of the said rent or the breach non-performance or non-observance by any of the covenants by the Lessee or conditions contained in said Indenture of the twenty first day of March one thousand nine hundred and ten And also that the Lessee paying the said yearly rent and observing the covenants and conditions herein contained shall and may peaceably and quietly have hold occupy possess and enjoy the said demised premises for the aforesaid residue without the let suit trouble interruption or molestation of the Lessor their executors administrators assigns or any and of them or any other person or persons claiming or to claim title under them or any of them And it is hereby declared that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds nine

Annored hereto And it is hereby agreed and declared by and between the parties hereto that the gable and wall on the South side of the premises [illegible] the property hereby And the Lessee hereby acknowledges the right of the Lessor to the production of the documents set out in the Schedule hereto and to the delivery of copies thereof and hereby undertakes the safe custody thereof.

The Schedule above referred to.

1. Lease dated 21st March 1910, Sarah A. Maguire to George J. Maguire 1st Part, Elizabeth Dunn 2nd Part, Ellen Hall Hill 3rd Part. Registered 23rd March 1910. Book 27. No. 199.
2. Mortgage dated 22nd March 1910. Ellen Hall Hill to the Provident Mutual Life Assurance Company Ltd. Registered 23rd March 1910, Book 27. No. 200.
3. Assignment dated 25th August 1915 The Provident Association of London Ltd 1st Part Ellen Hall Hill 2nd Part, Thomas Maguire 3rd Part. Registered 30th August 1915. Book 34. No. 201.
4. Assignment dated 1st January 1916. Thomas Maguire to John M'Guigan and Thomas M'Guigan. Registered 10th January 1916. Book 2. No. 21.
5. Counterpart Lease dated 30th September 1918 John M'Guigan and Thomas M'Guigan to Thomas McCaughey Registered 18th October 1918 Book 50 No. 114

In Witness whereof the parties hereto have hereunto subscribed their names and affixed their seals the day and year first in these presents written.

Signed Sealed and Delivered by the said Thomas M'Guigan in presence of
[illegible]
[illegible]
[illegible]
[illegible]

Thomas M'Guigan

Signed Sealed and Delivered by the said Joseph Simpson in presence of
X Robert Milligan, Chief Engineer, 5 Bathgate Drive, Belfast.
X William [illegible] Engineer 112 Spencer St Belfast

Joseph Simpson

MAP REFERRED TO

Robert Lyons,
Architect & Surveyor,
14 Arran Street
Belfast.

Date the 26th day of Sept 1919

£250

Thomas McGuigan

to

Joseph Simpson

Lease

179
1016

J. L. Galway & Hawthorne.
Solicitors
Mayfair Belfast