How commercial property can work well with your Active Money SIPP

Your guide to commercial property and your Self Invested Personal Pension



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1. The potential benefits and risks of commercial property

Many investors are seeing the benefits of the Self Invested Personal Pension (SIPP). These benefits have potentially more value when commercial property is purchased as part of the SIPP portfolio. This guide will help you understand the benefits and risks and what's involved in buying, managing and selling commercial property.

We strongly recommend that you take financial advice before dealing in commercial property through your SIPP. There will likely be a charge for advice.

The potential benefits to you are many, including:

- **01** Any growth in the property value, when held in a SIPP, is free from Capital Gains Tax (CGT). So if your property increases in value then no CGT is payable.
- **02** Tax relief for business use. If your business is leasing the property from your SIPP, the rent your business pays is an allowable business expense.
- **03** Tax free rental income. If your SIPP charges £1,000 in monthly rent to a business using your commercial premises, that £1,000 payment would not be subject to any tax because it's re-invested in the SIPP and is treated as an investment return, not a pension contribution.
- **04** No Inheritance Tax (IHT) liability. If you die, the property invested in your SIPP should be fully exempt from IHT this is in contrast to the 50% maximum Business Relief for property held outside a SIPP.
- 05 Tax relief on contributions to the SIPP which can be used to purchase property.
- **06** Capital can be released back to your business when property is purchased from it which can help with cash flow.
- 07 Rental income can help build retirement funds.

Please remember that laws and tax rules may change in the future. The information here is based on our understanding in August 2022. Your personal circumstances and where you live in the UK also have an impact on tax treatment.

Our overarching aim is to help maximise your investment income and capital growth by helping you avoid any unnecessary costs and claims against your pension fund.

Some potential risks

However, buying property can be a stressful and complicated process. That's why we offer business partnerships – including solicitors and property managers that you can choose from – to take away the hassle and keep the transaction as simple and straightforward as possible.

Please understand that we are not giving you advice here. You need to decide for yourself if investing in commercial property is right for you as there can be disadvantages too. For example:

- Commercial property can take longer to sell than other types of investment and there will be associated sales costs involved
- You may also experience vacant letting periods, so there may be times when your SIPP is incurring additional charges (some of which can be substantial, including business rates) while there's no income from rent
- If you have difficulties with your tenants (eg if your tenant stops paying rent, goes into liquidation or reneges on the conditions of the contract) your SIPP may incur considerable costs and fall in value
- You should also be aware that the value of the property you buy may fall, which could reduce the value of your pension pot
- Where you are the tenant, any non payment of rent may need to be reported to the government as an Unauthorised Payment which will incur a tax charge on you personally and on your SIPP

So bear this in mind when reviewing your financial plans or planning to take your benefits. This list is not comprehensive, and there may be other risks involved. We strongly recommend taking financial advice before you make a decision. There will likely be a charge for advice.

It's possible that tax rules and pension legislation may change in the future

Laws and tax rules may change in the future. The information here is based on our pensions experts' understanding of the current situation. Standard Life Limited as the scheme administrator and Standard Life Trustee Company Limited as the trustee, reserves the right to appoint any business partner at any time. Any costs will be deducted from your SIPP where we deem it necessary to protect the property or to comply with legislation.

2. Why choose Standard Life for commercial property?

Buying, managing and selling commercial property within a SIPP is not something you can readily do yourself. You need a team of experts to help smooth the way. That's why it is so important to work with an experienced provider like Standard Life to professionally manage your interests.

There are many good reasons to choose Standard Life:

- **01** We are specialists in the SIPP market and you can benefit from our experience.
- **02** Our SIPP property team is highly experienced and provides an expert personal service.
- **03** We accept a wide range of properties.
- **04** We have a network of experienced and established property partners, all with specialist knowledge of the SIPP property market.
- **05** We apply robust processes to anticipate and help mitigate the potential risks involved with commercial property. However, you are ultimately responsible for your investment decisions.
- 06 Our charges are flexible and fair.

Our relationship with you

We are the manager, administrator and trustee of the SIPP. We administer the SIPP on your behalf and you decide which SIPP permitted investments to invest in – that's where the 'self invested' part of the name comes from – you decide where to invest and are responsible for the investments you make.

Our promise to you

We're focused on keeping you informed on progress and quickly responding to queries from you.

We aim to deliver a personal professional service, including offering clear service levels.

Our SIPP property team has many years experience of buying, managing and selling commercial property.

We'll commit to –

- Answer any inquiries about potential new property purchases within 2 days of receipt
- Review the property information questionnaire within two working days of receipt at no additional charge
- Instruct our solicitor within two working days of receiving your instruction to proceed
- Ensuring our solicitor provides you with a welcome letter and confirmation of legal costs within two working days of instruction
- Ensuring our business partners are available to talk to you directly
- Updating you regularly
- Ensuring that Willis (the insurance broker) provides a quotation for buildings insurance within two working days of receipt of valuation report

- Ensuring that Argyll (environmental surveyor) provides a Stage A report within two working days of receiving complete instructions
- Ensuring that our property manager sets up the property on the system and issues the first rent demand within five working days of receipt
- Carrying out due diligence to help protect you from the dangers that are inherent in some types of permitted commercial property

Now we'll talk about the issues that must be taken into consideration when investing in commercial property – how we'll manage the risks involved in commercial property investments and who you'll deal with and what you have to do. We'll give you all the necessary information and facts to help you make an informed investment decision.



Get in touch

If you have any questions, please get in touch with our SIPP Customer Centre on 0800 9704 131 and ask to speak to one of our SIPP property administrators. Call charges will vary.

3. Making it easier for you to buy

We have used our experience to design a purchase process that is straightforward and takes as much of the work away from you as possible.

Step 01	You or your adviser identify a commercial property.				
Step 02	You or your adviser will contact Standard Life to discuss suitability before any agreement is reached to proceed.				
	\checkmark				
Step 03	Standard Life will check with the Insurers that the property is not rated as being at risk of flood and that there is a valid Energy Performance (EPC) showing an acceptable rating.				
Step 04	Standard Life arranges a solicitor to be instructed, a property valuation, an environmental survey, and an insurance quotation.				
Step 05	On completion of the property purchase, Standard Life arranges to transfer money from your SIPP to the Solicitor.				
▼					
Step 06	The property is now owned by Standard Life Trustee Company Limited (SLTC) and is shown as an asset in your SIPP.				
Step 07	An appointed property manager starts managing the property; e.g. collecting rent, organising repairs.				

Helping you avoid the pitfalls

We are here to help protect your pension investment and manage the risks involved with commercial property purchases. To help do this we have put in place certain criteria that your chosen property must meet to qualify as a suitable SIPP investment. These are in addition to HM Revenue & Customs (HMRC) rules.

If your SIPP invests directly in commercial property then the property will be owned by Standard Life Trustee Company Limited (the trustee). The trustee will choose a property company to manage the property, and rent is paid at a commercial rate.

At the earliest possible stage, we'll help to assess whether the property is a suitable investment for a SIPP.

First of all, you or your adviser should give our Specialist SIPP Property Team a call on **0800 9704 131** to discuss the property with one of our SIPP property administrators. Depending on that discussion we may need to ask you for more information to confirm that the property is suitable. We'll aim to give a quick response on whether we can agree to buy the property as part of a SIPP, but we reserve the right to refuse to buy any property that does not meet our criteria or HMRC rules. The next step is to send us a SIPP Application (if you don't already have a SIPP with Standard Life Limited) together with a fully completed and signed Property Information Questionnaire (code – SLSIP83). Our charges will commence once we have reviewed the questionnaire and have been instructed to proceed with the application.

Bear in mind that all transactions associated with this investment must be carried out on commercial terms.

This section outlines the areas we'll look at to assess the suitability of the investment:

Pensions enjoy generous tax allowances and so the government insists that certain rules and regulations are obeyed. Most, but not all types of commercial property are allowed and we are here to help you keep on the right side of the rules.

- 3.1 What type of property can be purchased?
- **3.2** Who can purchase?
- 3.3 What will the property be used for?
- **3.4** What is the proposed timescale for the purchase?
- **3.5** How will we check the property is a viable investment?
- **3.6** How will the purchase be funded?
- 3.7 Value Added Tax (VAT)
- 3.8 What type of letting is allowed?

One of our property specialists will be appointed to guide you though the process so that you know where you are all the way through.

3.1 What type of property can be purchased?

Types of commercial property

Most types of commercial property are acceptable. Some examples are:

- Shops
- Offices
- Warehouses
- Industrial units
- Factories
- Land (for immediate development)

We can only purchase the bricks and mortar. We cannot purchase goodwill. The government require that pension arrangements such as SIPPs are used for the 'sole purpose' of accruing and providing pension benefits – you should not benefit in any other way from the assets held within the SIPP. For example, any property directly adjacent to any land or property owned by you or any party connected with you can only be bought if it satisfies the 'sole purpose' requirement. We must ensure that this condition is met.

Residential accommodation within the property

We can only allow residential accommodation within the property if it is:

- A residential element which is integral to a commercial property that is occupied by an unconnected party, e.g. a caretaker's flat
- Commercial property with a residential aspect, although no connected person can live on the premises to run the business. If a member or connected party uses such a property, the full commercial rate must be paid

You cannot buy residential property that is to be converted to a commercial property.

See page 11 for an explanation of connected parties.

Excluded purchases within a SIPP

There are also a number of types of property that are specifically excluded or to which we have attached special conditions. Examples are:

- Holiday accommodation and caravan parks
- Overseas property. Properties must be located within England, Scotland, Wales or Northern Ireland
- Nursing homes. As the business liability could fall on the landlord should the business fail
- Land which is not being developed immediately
- 'Flying' freeholds. This is when a property's foundations are supported or dependent on another property. This is because there is a risk of the supporting property not being adequately maintained
- Leasehold property where the remaining term of the lease is less than 50 years
- Agricultural properties, or property subject to an agricultural tenancy agreement
- Any property that our insurers will not cover
- Any property which incorporates solar power
- Any property with an Energy Performance Certificate rating of 'F' or lower
- Hotels, Aparthotels, pubs and petrol stations
- Void Property (property with no occupational lease in place)
- Properties within flood zone category Black or Red as determined by our insurer
- Freehold property with an attaching residential long leasehold
- Property where Japanese Knot weed has been noted as being present
- Property where RAAC (Reinforced Autoclaved Aerated Concrete) has been used in its construction, unless a management plan is put in force prior to purchase

This is not an exhaustive list of properties that are unacceptable to us. Onerous landlord obligations or unusual administrative requirements attaching to a property could also cause us to reject it. If you have any queries about a specific property, please call the SIPP Customer Centre on **0800 9704 131** and ask to speak to one of our SIPP property administrators.

Properties which include an element of Landlord Liability

It is a Standard Life requirement that a Full Repairing and Insuring (FRI) lease is put in place to the tenant of a SIPP property. In the majority of cases this will mean that the tenant is solely responsible for maintaining the property and complying with all relevant statutory obligations. However there are occasions where responsibility for parts of the property remains with Standard Life as landlord. Examples of this could include:

- Common areas, for example reception areas, corridors and stairways in properties that are let to more than one tenant
- Shared fabric such as the roof, structure or foundations which, due to the format of the legal title, remain as a liability of the landlord
- Properties where the lease to the tenant is subject to a Schedule of Condition
- Instances where a tenant does not have a full repairing obligation

You should note that Standard Life will require that these areas are managed on our behalf – this is likely to involve a considerable amount of work and result in significant costs which must be met from your SIPP, please see the charges section later in this guide. (It may be that some of these costs can be charged back to the tenant(s) through a service charge.) It is therefore important that you understand the nature of the property you propose putting into your SIPP.

As part of our due diligence before accepting the property into the SIPP a Building Survey Report must be obtained and reviewed by our Property Managers. If you have chosen Cushman & Wakefield or CBRE as Property Manager they will prepare this report themselves. The report will cover matters such as:

- Any immediate work which must be carried out on these parts of the property
- A forward maintenance programme for these parts
- It will recommend how frequently these parts should be inspected, which could be as frequently as monthly

Our Property Managers will then ensure these actions are carried out. The services of the Building Surveyor will also be required on an ongoing basis, particularly in relation to carrying out the regular inspections and maintaining the forward maintenance programme: specialist input will also be required to administer the service charge account, if applicable.

Development and renovations

Development and renovations on a property may be required immediately on purchase or at some future point while it is in the SIPP, and depending on circumstances it may be the responsibility of the landlord (ie SLTC as SIPP Trustee) or the tenant.

Tenant

As our standard lease is on Full Repairing and Insuring terms we would not expect any landlord works to be carried out while a lease is in force. The tenant must carry out all work necessary to maintain the property as required by the lease. Also if the tenant wants to carry out any additional work such as alterations to the property they must obtain advance approval from the landlord. The tenant should contact the Property Manager to discuss any proposals. Any costs or charges incurred would be payable by the tenant.

Landlord

There can be circumstances where it is appropriate for SLTC as landlord to carry out development or renovation works on a property, usually whilst the property is void and unlet. Work carried out on behalf of the landlord, and paid by the SIPP, must be instructed by Standard Life as property owner ie it will be Standard Life who sign the contract for works. Your SIPP can only pay for works that would be deemed as landlord works, it cannot pay for any works that would normally be seen as tenant works.

Any development or renovation works must be commercially justifiable e.g. by increasing the property value by more than the costs of the works or by increasing the rent sufficiently.

In all landlord works projects, no matter how small, Standard Life will require that a Project Manager is appointed to run the project and ensure that all legislative obligations are complied with, including compliance with Construction Design & Management regulations. Our Property Managers could carry out this role, or you could nominate a Project Manager of your choice, although this party must be approved by our Property Managers, in particular they would ensure they were appropriately qualified.

You must discuss the details of any proposed landlord works with our Property Manager so they can give an initial assessment on the acceptability of the proposal. They will require copies of specifications, plans and valuations to consider the matter. It may be that some projects are unacceptable to Standard Life and cannot proceed while the property is held as an asset of our SIPP. If the project is to proceed our Property Managers will set out their full requirements. Where they are not acting as Project Manager themselves they will liaise with the appointed Project Manager throughout the project. The charges levied by our Property Managers, and their charges as Project Managers if appointed, are shown in the charges section in part 8 of this guide.

Standard Life will consider requests to buy a plot of land within the SIPP with a view to building a property on the land; any such development must start as soon as the land is bought so all plans, specifications, contracts, etc must be in place before we will complete on the land purchase. In relation to such developments you should note the following points:

- Full planning permission must be in place
- There must be plans, specifications and quotations in existence for the proposed development works
- The development or renovation work must be carried out as soon as the SIPP buys the property, we will not to hold the property while it is unrenovated and untenanted
- If you want us to instruct solicitors to start the purchase process before our Property Managers have approved the project, we are prepared to do this, but you must accept that solicitor costs will start to accrue as soon as they are instructed, and if the purchase is subsequently aborted the SIPP will have to pay these fees
- We would need to know that a tenant was lined up to use the property as soon as the development or renovation was complete – our solicitors would prepare an Agreement for Lease to cover this
- At the outset you will need to demonstrate that the SIPPs can afford all costs involved with this project. During the term of the project it will be for you to monitor that costs are running to budget and the project is meeting its timescales, it is very common for developments to run over budget and over time. For this reason we insist that there is a safety margin of an additional 20% before commencing the works
- If you or your company is to provide services in relation to the refurbishment works the SIPP must pay the full commercial rate for these services. This will have to be evidenced by, for example, two quotations from other independent service providers
- All invoices for payment should be addressed to Standard Life Trustee Company Limited and sent to our Property Manager by the Project Manager, who must confirm that it is appropriate for the invoice to be paid

- Insurance: one of the items our Property Managers will require is evidence that the Project Manager has appropriate insurance in place while the development is progressing
- All contracts (e.g. the Joint Contracts Tribunal) must include Standard Life's limitation of liability wording. This restricts Standard Life's liability to the value of the Members' SIPPs
- Our panel solicitors must act for the SIPP in the purchase of the property and will draw up an Agreement for Lease to be put in place with the prospective tenant
- Our solicitors will also comment on any legal issues that come to light with a view to managing any legal risks

In-specie transfer

It may be possible to transfer a property from other pension arrangements (a Small Self-Administered Scheme (SSAS) or SIPP) into a Standard Life SIPP. We require funds to be in place to cover all costs prior to starting this process. These funds may come by way of a new payment to our SIPP, a transfer from another scheme in which you have benefits, or a partial transfer from the scheme which holds the property (subject to the rules of that scheme allowing such partial transfers). We recommend that you seek advice if you are considering a transfer.

The charges involved with an in-specie property transfer will follow those for a purchase. The only difference is that Stamp Duty Land Tax (Land and Buildings Transaction Tax in Scotland) is not usually payable on an in-specie property transfer from one pension arrangement to another.

Our full due diligence process must be carried out on the property to ensure it is acceptable to us. Please note that in-specie transfers sometimes require special treatment.

Our Limitation of Liability wording, restricting our liability to the value of the SIPP(s) or, in some circumstances, to the value of the property, must be included in all documentation relating to the property. This is particularly relevant for any existing lease, as even if all other terms of the lease are acceptable to us, it should be amended to include this wording.

3.2 Who can purchase?

Standard Life Trustee Company Limited (SLTC) will purchase the property on behalf of the SIPP. SLTC will be the legal owner of the property in its capacity as trustee of the SIPP.

We require that all documentation relating to the property investment (e.g. legal charge, leases) must include our limitation of liability wording, restricting Standard Life's liability to the value of the SIPP(s) or, in some circumstances, to the value of the property. This wording must be included before we can proceed with the property purchase. This is particularly relevant for the purchase of leasehold property, where the head leaseholder must accept all terms included in the purchase. Our solicitors will automatically include the appropriate wording in the documentation. However, specimen wording is available from the SIPP Customer Centre if you would like to see a copy.

Most purchases will be from unconnected parties. However, if the SIPP is to buy a property from the member or a connected party, the purchase must be made on commercial arm's length terms.

A connected party is:

- any family member related by birth or marriage including in-laws, or
- any company which the SIPP member along with anyone connected to them has control of, or
- any partnership in which the SIPP member or a connected person is a partner

Connected parties are fully defined in sections 993 and 994 of the income Tax Act 2007

Syndicated purchases

A property can be purchased by a number of Standard Life SIPP members together. This is known as a syndicate purchase. SLTC must own the whole property and will not enter into any joint purchases with any other pension arrangements, individual or company.

The syndicate members are required to split the investment by the share of their payment made towards the purchase price.

Any property income or charges will then be credited or debited to each member's SIPP in proportion to their share as and when received or due.

The syndicate must nominate a SIPP member (Contact Member) to act on its behalf in all matters relating to the property. This will allow us to deal with any matters quickly, avoid confusion and should cost less for all parties. The Contact Member will liaise with other syndicate SIPP members and keep them informed.

Also, the property may have to be sold if any member of the syndicate is unable to pay any outgoings (ie charges, expenses or benefits) that apply to their SIPP. We require a formal agreement to be drawn up detailing how to deal with events such as when a syndicate member leaves, when a new member wishes to join and the retirement, transfer or death of a member. Standard Life should be given a copy of this agreement.

Realising the investment

There can be a variety of reasons for a syndicate member wanting to realise their share of the property investment, such as:

- to transfer their benefits to another provider;
- to buy an annuity;
- to draw benefits from their fund, at a time when they have no other liquid assets in their SIPP;
- purely as an investment decision, or;
- on death

Possible ways to enable a member to realise their share of the property would include:

- other members of the syndicate buying out the leaving member's share of the property. This would be dependent upon the other members having sufficient funds available in their SIPPs to buy the leaving member's share;
- if the other syndicate members' SIPPs do not have sufficient funds to buy out the leaving member, they could make additional payments or transfer benefits from other arrangements into their SIPPs. See Important Information 1 opposite

 Insurance could be taken out on all syndicate members outside the SIPP arrangements to cover death of any member. This is linked with the above point, the remaining SIPP members using the proceeds of the insurance policy to make payments to their SIPPs. Any such insurance would have to be completely outside the SIPPs, and the premiums would have to be paid in a private capacity

See Important Information 1, 2 and 3 below.

- A new SIPP member or members could join the syndicate, using funds from their SIPP(s) to buy out the leaving member's share of the property
- Selling the whole property out of the SIPP (this could be to a third party or the syndicate members in their personal capacity or their business)

If the syndicate members cannot reach an agreement to enable the leaving member to realise their share of the property, then the Trustees may need to step in and sell the property.

Important information

- 01 The tax position of any payments to a member's SIPP should be considered. Standard Life will only accept member payments of a level that qualify for tax relief
- **02** There may be an issue on insurable interest when insurance is taken out by syndicate members, the members should take financial advice on this matter
- **03** The tax position on the payment of insurance premiums and on the proceeds of any insurance policy should be considered

3.3 What will the property be used for?

The appropriate planning consent must be in place for the proposed use. We will consider:

- the proposed usage of the property, and
- any hazardous activities that could result in us rejecting or placing conditions on the purchase, or
- the insurer charging a higher insurance premium

3.4 What is the proposed timescale for the purchase?

The timescales to carry out a commercial property purchase can vary enormously. We aim to buy properties within a reasonable timescale. Your expectations should be discussed with the Specialist SIPP Property Team. On instruction, our solicitors will issue a welcome letter that will detail the timescales and costs.

Connected Party Sellers can influence the timescales by ensuring that they have instructed their own Solicitor to provide SLTC's solicitor with full details of the property as requested (e.g. title, contract, etc).

To ensure the process is dealt with efficiently we recommend you do the following:

- Send us a fully completed SIPP Application (if you don't already have a SIPP with Standard Life) and Property Information Questionnaire as quickly as possible as we are unable to proceed without them both
- Give SLTC authorisation to instruct our solicitors immediately
- Reply promptly to any request from Standard Life or our business partners for further information

Standard Life will not be held liable for any delay or cancellation of contract with the vendor.

3.5 How will we check the property is a viable investment?

We'll carry out some risk management checks to assess the property and to comply with our insurance requirements. These areas are detailed within this section.

Any defects with the property that arise post completion will not be automatically guaranteed by the valuer. This means that Standard Life will not have any redress on behalf of the SIPP member. If at any stage you would like further surveys, e.g. structural, to satisfy yourself of the condition of the property, we can commission these and the costs will be met by your SIPP fund.

Valuation report

If you require borrowing the lender will arrange the valuation, otherwise can nominate your own valuer to carry out a report if you wish. It is essential that Standard Life instructs the valuer as we have specific requirements. We will deduct any valuation costs from your SIPP. The report must be carried out in accordance with the Royal Institute of Chartered Surveyors (RICS) 'Red Book' standards by a RICS Registered valuer.

If a recent valuation report exists, we may be able to use this provided that it meets all our requirements. The valuation report must have been carried out within the last 3 months and it should be re-addressed to SLTC.

Environmental checks

All proposed property investments will be subject to an environmental site assessment carried out by Argyll Environmental. Standard Life will only accept the property when Argyll Environmental confirm the site is suitable from an environmental viewpoint.

Argyll Environmental are an independent firm of Environmental Specialists who have been retained by Standard Life to protect your interests and those of SLTC as trustee. Argyll Environmental will carry out an initial 'desk-top' assessment of the property. They will provide an initial site rating which will confirm whether the property is acceptable or whether further investigation is required. We will provide you with a copy of the site assessment report provided by Argyll Environmental.

If Argyll Environmental believe that a potential environmental risk may exist at the site, they will recommend to Standard Life that a Consult Report is carried out. This report will result in Argyll Environmental carrying out investigations with the local councils, environmental regulators, tenants and SIPP Members. Argyll Environmental will then provide a report which will document the overall environmental risk relating to the property.

In the few instances where a Consult Report has rated the property an unsatisfactory environmental risk, a site inspection can be carried out with a final assessment and potential solutions being provided to enable the property to be acceptable for SIPP investment. In exceptional circumstances it may be that no appropriate solution is available and we will be unable to purchase the property within the SIPP.

All costs relating to environmental checks will be deducted from the member's SIPP. These reports will give information about the property and list any recommendations or questions that should be dealt with. It may also indicate that further reports are required (e.g. Coal Authority Mining Report etc).

We will liaise with you or your financial adviser on the findings of the report. It may be that some risks can be removed (e.g. cleaning contamination etc). This may reduce or remove the risk and Argyll Environmental would be happy to discuss all options with you and your adviser. In some cases there may be additional charges payable to the Environment Agency/Scottish Environment Protection Agency (SEPA) from your SIPP. In such cases, you will be advised of these charges before any work is carried out.

Argyll Environmental may be required to act again on behalf of the SIPP, at any time while the property is held by the SIPP, if possible environmental issues or concerns are raised by any party. The costs of this, or of any liabilities that arise when the property is held within the SIPP, must be paid from the SIPP.

Insurance referrals

SLTC has a block insurance policy under which all properties must be insured. Please see section 5 for details of cover. Our insurer may choose to carry out further surveys to satisfy underwriting requirements. The cost of this survey would be met from the SIPP, but it may be possible to reclaim the cost from the tenant. We will inform your financial adviser as early as possible of any issues with the property as a result of any survey, any special requirements of the insurer, or any increases in the standard premium level. In exceptional circumstances the insurers may decline to insure a property, and in such a situation we will be unable to purchase it.

Solicitor due diligence checks

Standard Life has appointed solicitors to act in regards to all legal transactions for property held within a SIPP. Details of our solicitors can be found in the 'Our property business partners' in section 7.

The solicitors will carry out all the standard due diligence checks, report on title and lease and undertake contract negotiation. They will liaise with you throughout the process and will discuss any issues as and when they arise. Some decisions may need to be taken by SLTC as legal owner of the property. As an example, if a property is subject to a chancel repair obligation then SLTC will require appropriate indemnity insurance to be put in place, the cost of which will fall on the SIPP. If either you or Standard Life wish to stop proceedings then all costs must be met by the SIPP.

Statutory requirements

Where a new lease is being put in place at the same time as the property purchase, the lease will put responsibility for compliance with statutory requirements onto the tenant e.g. Control of Asbestos Regulations 2006. For a sitting tenant, our solicitors will satisfy themselves that obligations for complying with statutory regulations fall on the tenant. If the property becomes void, the responsibility for complying with statutory regulations will fall on SLTC. Standard Life will take all necessary steps to comply with the legislation. All costs involved will be met by SIPP.

3.6 How will the purchase be funded?

The SIPP must be set up before we can instruct any work to be carried out on the purchase. The SIPP should hold enough money to fund each transaction in advance, so the total amount to pay all costs of the purchase, legal expenses and charges needs to be available in the SIPP prior to the date of contract exchange.

It is your responsibility to ensure that enough money is in place to cover the total cost of the purchase. Failure to do so will prevent the purchase proceeding. All charges incurred to date will still apply.

The purchase and its associated costs can be funded from a combination of:

- Employee or employer payments to the SIPP
- Transfer payments from other pension arrangements
- Borrowing from a mortgage lender against the value of the property

Payments made to a SIPP are subject to HMRC limits. Speak to your financial adviser for more information if you have one. HMRC restrict the maximum borrowing to 50% of the net value of the SIPP fund at the time of borrowing.

RBS or Barclays must be used for borrowing. You should contact them directly using the details on page 26 for a quote prior to completing the property proposal (SLSIP83). Please note that where borrowing is required, the bank will arrange the valuation using a valuer from their panel. We will require that the rental income must cover the mortgage payment by at least 130% to allow funds to build up to cover costs.

Please note that commercial lenders only release money being borrowed at the property purchase completion date. The amount of borrowing must be no more than 50% of the net fund value at that date. As such, when calculating the maximum permitted borrowing, it's important to remember that your fund value could be lower at the actual borrowing date, due to charges (such as valuer and environmental specialist fees) that will have been paid from the fund prior to that date.

3.7 Value Added Tax (VAT)

The VAT treatment of commercial property transactions can be very complex. We recommend that you consider taking appropriate specialist advice.

Opting the property for VAT

The purchase price may be subject to VAT if the vendor had previously opted the property for VAT or the property was built within the previous three years. If you decide that the property is to be opted for VAT within the SIPP, you should notify us in the Property Information Questionnaire (SLSIP83). We will then arrange for the property to be VAT opted.

Opting the property for VAT means that if VAT is payable on the purchase price then the SIPP can usually reclaim this. Any VAT payable on development and professional expenses such as solicitors' fees can also be reclaimed. There will be some circumstances where it will not be possible to VAT opt the property. Your VAT adviser will guide you on this if you have one.

VAT will be payable on the rental income, if opted. Tenants may be able to reclaim VAT paid on rent as part of their expenditure, if they are VAT registered. VAT will be charged on the sale price when the property is sold.

If the property is not opted for VAT within the SIPP, then no VAT will be chargeable on rental income. If VAT had been payable on the purchase price then this cannot be reclaimed.

Transfer of a going concern

If purchasing a property that has been opted for VAT and which has been rented out, then the payment of VAT can be avoided by treating the transaction as a 'transfer of a going concern'. This only applies where the property continues to be rented out after purchase by the SIPP. This is a complex area and you should take specialist advice. In order to arrange the transfer of a going concern we must notify HMRC prior to the exchange of contracts, so it is important that this information is provided within the Property Information Questionnaire (SLSIP83).

VAT administration

Standard Life will complete quarterly VAT returns in respect of the property if opted for VAT. Charges will be taken from your SIPP to cover administration costs. Details can be found in section 8.

3.8 What type of letting is allowed?

The property must be let on full commercial terms from the completion date.

The tenant

The tenant can be the SIPP member's business as long as the lease is on full commercial terms. Standard Life will not undertake credit checks on any tenants.

New lease

Standard Life's appointed solicitors will put in place our standard 'Full Insuring Repairing' lease for all new lettings. This lease will not be open to negotiation.

Certain legal obligations fall on the tenant in relation to the lease, for example, registering the lease at the Land Registry and filing a Stamp Duty Land Tax return. Standard Life will therefore require the tenant to appoint their own solicitor, the cost of which cannot be paid from the SIPP.

Rent is payable quarterly. Any frequency other than quarterly may be non-standard and may incur a higher charge from our property managers.

Existing leases

If the purchase is subject to an existing lease then our appointed solicitors will review this against our standard lease.

We will only accept existing leases where they are on a 'Full Insuring Repairing' basis and all conditions are acceptable to us. If our solicitors identify a situation where unacceptable conditions exist, we will not be prepared to take on the lease in its existing format and the property will not be acceptable to Standard Life. Where there are minimal differences in the lease we will take these on at our sole discretion. Where there are unacceptable conditions within the lease we will request a formal amendment.

Rent is payable quarterly. Any frequency other than quarterly will be non-standard and will still incur a higher charge from our property managers.

Subletting

The property may be sublet in whole or in part if the property lends itself to the subletting of parts. No sublet may be subsequently sublet.

Multi-letting

Where the property is suitable to be divided then this can be let to multiple tenants. Individual leases must be in place for each tenant. Multi-let properties have increased obligations to the landlord, so we have delegated our authority to manage common parts to our property managers.

Among other things they will:

- collect and administer service charges, including all related accounting requirements
- deal with landlord obligations arising under the leases
- deal with estate management issues
- ensure compliance with statutory obligations that fall on the landlord

Charges for this service may fall on the SIPP or on the tenants depending on the detail of each case. In certain circumstances, the SIPP may be required to fund repairs or work to common parts. We recommend that in the early years of any multi-let property a cash float is maintained in the SIPP.

Keeping cash healthy

We recommend that a sufficient level of cash is maintained in the SIPP Bank Account to allow for times when the SIPP may face unexpected property costs. If a tenant fails to pay rent the SIPP will still be required to continue to make payments, pay any VAT and the insurance premium.

The SIPP may also have to pay for property maintenance costs where the tenant is unable to pay, or service charges are not sufficient to meet costs. The SIPP may have to sell other assets to pay for this expenditure or ultimately even sell the property. The amount of cash to be maintained in the SIPP Bank Account should be discussed with your financial adviser if you have one, as it will depend on each property and its obligations.

It is your responsibility to ensure that enough money is in place to cover costs. If your SIPP cannot cover costs then the property may have to be sold. Standard Life will have carried out additional administrative tasks for which there will be additional charges.

4. Managing your property

There are many property management tasks that must be carried out on an ongoing basis while the property is held within the SIPP. Standard Life will undertake some of these functions as well as appointing our property managers to carry out some services. If any legal work is needed we will instruct our appointed solicitors. This section provides an overview of the property management functions.

Standard Life management tasks

We will:

- Pay any invoices that are charged to the SIPP
- Manage and review the SIPP Bank Account to check cash is kept healthy
- Deal with any communication that relates to the property, including enquiries and anything that may need our instruction in our capacity as property landlord/trustee
- Arrange and maintain an insurance policy with our brokers
- Carry out VAT accounting, if applicable
- Deal with statutory HMRC annual reporting for Property

Core services

In relation to a single-let property, our property managers will undertake the following administrative tasks and their Yearly Core Service Fee will be payable from your SIPP.

They are:

- Set up and maintain the SIPP property records, including a diary for critical events
- Demand and collect rent and other charges due from the tenants. Rent is payable quarterly. Any frequency other than quarterly will be non-standard and may incur a higher charge from our property managers

- Pay all collected monies to the SIPP Bank Account
- Provide quarterly financial reports on each property to Standard Life
- Inspect and produce reports on all properties regularly (once every 12 months for single-let properties)
- Approve any Tenant's Applications for Consent (costs will be borne by the tenant)

The Property Managers will take all steps necessary to collect rent when due. If the tenant defaults on rent the Property Managers will follow their normal commercial procedure to obtain all outstanding money. This may involve the use of solicitors and/or bailiffs, or, in extreme circumstances, take court action to repossess the property. This procedure will be followed whether the tenant is the SIPP member's business or an unrelated third party. Costs of dealing with such situations will be recoverable from the tenant. In the event they are not, the costs will be paid from the SIPP.

In relation to multi-let properties, a management service charge will be agreed separately in each case – this charge will normally be recoverable from the tenants. In certain circumstances, service charges may need to be funded from the SIPP before being collected from the tenants, so a cash float should be maintained in the SIPP to cover this.

Notification of critical lease events such as rent reviews and lease renewals will be provided by the Property Managers to Standard Life. The Property Managers will act for the SIPP in these matters. All costs will be deducted from your SIPP.

Valuations

While your SIPP holds a property it is likely that you will want regular market valuations carried out. Having current values will help you with your financial planning. Where Standard Life are responsible for insuring the property, regular insurance reinstatement values are also required by the insurer who provides our block buildings insurance policy. Additionally, any lease in place is likely to require the rent to be reviewed at regular intervals. All costs related to these matters will be met from your SIPP.

Our Property Manager will keep a diary reminder system to show when rent reviews and insurance reinstatement valuations are required. They will contact you at this time, and you can nominate a valuer to be used. This may be a good time to obtain an update of the market value, although you can also request this at any other time.

Vacant or Void Properties

A property may be 'Vacant', ie there is a lease in place but the property is not being used or 'Void', ie where the property is not in use and there is no lease in place. The responsibility for Compliance with Statutory Regulations differ for each scenario.

Where a properly is vacant, the tenant is responsible for compliance with statutory regulations. Where a property is void, Standard Life as property owner is responsible for compliance with statutory regulation. Standard Life will instruct the Property Managers to inspect any property which becomes void. We will seek to ensure that we are complying with our statutory and insurance obligations and will put in place any measures deemed necessary, with all costs being met from the SIPP.

You may nominate any appropriate party to market the premises. We must approve this party in advance and all costs will be deducted from your SIPP.

Other services

The Property Managers can provide a number of other services to you, including:

- Strategic property management services
- Lease compliance advice
- Marketing and letting
- Selling the property
- Rating
- Development appraisals and management
- Investment acquisitions
- Dilapidation advice

All costs for these will be quoted by our Property Manager and deducted from your SIPP.

Minimum energy efficiency standards

The Energy Efficiency Regulations 2015 require that, since 1 April 2018, Standard Life (as landlord for the property) must ensure that commercial properties we let in England and Wales have an Energy Performance Certificate (EPC) with a minimum rating of E before granting a tenancy to new or existing tenants unless the property is exempt.

We do not buy any new properties with a rating of F or G.

At least 6 months prior to the next lease renewal at the property, our property manager will confirm the existing EPC status and rating. If there is no EPC, one will need to be obtained.

If the property is exempt from requiring an EPC or has a rating of between A and E, no further action will be required. However, where the property is rated F or G, work will be required to bring the rating up to an acceptable standard (A to E) unless a valid exemption from works can be evidenced.

From April 2023, an acceptable rated EPC will be required for all commercial properties.

This will mean that there could be costs to ensure compliance with the energy efficiency regulations. You should contact your property manager if you wish to discuss this further.



5. Insuring your property

Standard Life Trustee Company Limited has a block property insurance policy with the insurer. All properties held as an asset of a SIPP will be automatically added to this policy.

This will cover:

- 'All risks' (e.g. fire, lightning, explosion, impact, storm)
- Terrorism
- Loss of rent
- Property owner's liability

The property will be put on risk from exchange of contract. Premiums will be collected from the tenant by our property managers once the lease is effective (the lease will require the tenant to pay the costs of insurance). Prior to that point, the cost of insurance must be met from the SIPP. Similarly, at each annual renewal of the insurance it will be necessary to pay the cost from the SIPP and then reclaim it from the tenant. Our insurers may choose to carry out a survey to satisfy underwriting requirements. We will inform you or your financial adviser as early as possible of any issues with the property as a result of a survey, such as special requirements of the insurer or any increase in the standard premium level.

There are some properties where it is not SLTC's responsibility to insure the property. These properties will be identified by our Solicitor and a copy of the existing cover will be requested to be reviewed by our Insurance Broker. Providing this is acceptable, we will request that SLTC's interest is noted on the policy to ensure that we are kept informed of any changes on the policy.

We will also arrange 'top up cover' which will ensure the Property Owners Liability cover is adequate and provide Loss of Rent cover.

We reserve the right to extend the nature of the cover. The tenant must organise their own insurance to cover their liabilities for operating their business from the property, as well as insurance to cover their assets, machinery and other business risks.

The right insurance helps cover you against the main risks.

6. Selling your property

You can choose to sell the property at any time but you should bear in mind that it can take a considerable time to sell a commercial property and there will be costs associated with the sale. You should also consider market conditions when deciding on the best time to put the property on the market.

You'll need to take these factors into account when reviewing your investment or planning to take your benefits.

When you decide to sell the property you must notify us by completing a Sale information Questionnaire form (code SLSIP84). Standard Life will need to organise a valuation and any inspections necessary.

An Energy Performance Certificate will be required before the property can be sold (if one has not been obtained previously). You can nominate an estate agent to act in selling the property. Standard Life Trustee Company Limited, as SIPP trustee, will formally instruct the estate agent and all fees incurred will be paid from the SIPP.

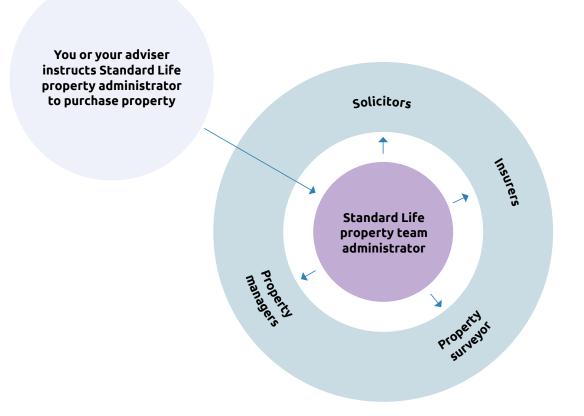
If you sell the property to a connected party, then a valuation will be required to determine the sale price. Otherwise, you are free to negotiate the sale price and a valuation is not required (unless you feel this would help with negotiations).

Standard Life reserves the right to sell the property if:

- we need to meet charges, costs or expenses in respect of the SIPP member(s) invested in the property, or
- if the investment no longer meets HM Revenue & Customs rules

Remember that it can take time to sell a property and market conditions will determine the price.

7. Our network of professionals – working for you



We need to deal with several parties in relation to a property investment. We have chosen to work with dedicated business partners who we believe will enhance our dealings in commercial property for the following reasons:

- Dedicated resources aligned to Standard Life ensure that a team of experts is on hand who are well trained to support you
- Efficient processes and procedures have been designed, with agreed turnarounds, standard documentation, administration and accounting systems. These aim to ensure the financial adviser and you benefit from quicker and smoother transactions

- Pricing has been agreed up front and is fixed for many transactions
- All our business partners share our customer service principles

We reserve the right to appoint any business partner at any time we deem it necessary to protect the property or to comply with legislation. All costs will be deducted from the SIPP.

Our business partners are: Property solicitors England & Wales

Womble Bond Dickinson

The Spark Draymans Way Newcastle Helix Newcastle upon Tyne NE4 5DE **www.womblebonddickinson.com**

Scotland

Morton Fraser MacRoberts LLP

1 West Regent Street Glasgow G2 1RW **www.mfmac.com**

Northern Ireland

Wilson Nesbitt

36 Alfred Street Belfast, BT2 8EP **www.wilson-nesbitt.com**

Property managers

Cushman & Wakefield

No 1 Colmore Square Birmingham B4 6AJ **www.cushmanwakefield.com**

CBRE Ltd

Bank House 27 King Street Leeds LS1 2HL **www.cbre.co.uk**

Environmental surveyor

Argyll Environmental Ltd

Tower Point 44 North Road Brighton BN1 1YR www.argyllenvironmental.co.uk

Property insurer

Aviva

139 West Regent Street Glasgow G2 2SG **www.aviva.com**

Insurance broker

Willis Limited

6-8 Wemyss Place Edinburgh EH3 6DH www.willis.com

Lenders

Barclays

National Pensions Team Barclays 1st Floor, 3 Hardman Street Manchester M3 3AX Mailto: sicreditworkflow@barclays.com

RBS

RBS SIPP & SSAS Team Commercial Mid-Market Outer London Team RBS/NatWest

5th Floor, 250 Bishopsgate London EC2M 4AA **Mailto: uksippunit@rbs.co.uk**

We have chosen to work with dedicated business partners who we believe will enhance our dealings in commercial property

8. Our charges

We have designed our charging structure so that you only pay for the services you actually use. Please remember that the charges listed below are for your property transactions. You will also pay your SIPP product charge details of which are given in our charges guide (SLSIP20).

All charges correct at February 2023.

Standard Life property administration charges (see No	tes 1-7)	
Property Set Up Charge:	£818 per property	
Property Administration Charge:	£252 per property each year	
VAT Administration Charge:	£139 per property each year	
Mortgage Administration Charge	£188 per property each year	
Multi-Member Charge (2 – 5 members):	£57 per member, per property each year	
Multi-Member Charge (6 or more members):	£114 per member, per property each year	
Sale Charge*:	£695 per property	

We regularly review our charges and sometimes we need to increase them to reflect changes in our overall costs and/ or assumptions. Any increases will be fair and reasonable.

* This charge is only for properties purchased on or after 1 January 2007. No VAT is payable on the above charges.

Standard Life time cost charges	
Syndicate Alterations:	Time cost (estimates will be provided)
Overdrawn Charge:	Time cost (estimates will be provided)
Rent Arrears Charge:	Time cost (estimates will be provided)
Property Development/Refurbishment Charge:	Time cost (estimates will be provided)
Borrowing Alteration Charge:	Time Cost (estimates will be provided)

No VAT is payable on the above charges.

Solicitor charges (see Notes 8 and 9)

As all property transactions are unique, we will work with you and update you if there are any changes or new requirements. Our solicitors will also provide a quote in each case when we formally instruct them to proceed with the property transaction. The quote will give you costs for all the services provided, in line with the information you provide in the Property Information Questionnaire (SLSIP83). If you then wish to abort the transaction there will be a solicitor's charge in respect of their input up to this point, subject to any minimum figure set out in their Welcome Letter which they issue immediately following instruction.

Property Manager charges (see Notes 10 & 11)			
	Cushman & Wakefield	CBRE Ltd	
Yearly Core Service charge (assuming whole property let to one tenant excluding Landlord Liability cases)	£615.83 + VAT*	£595.13 + VAT*	
Additional Lease (multi-let)	Individual quotation provided	£300 + VAT	
Sale or Exit Charge	£150 + VAT	£150 + VAT	

If your property includes an element of landlord liability, there are additional charges. Please see pages 27-29 for the details.

*the Yearly Core Service charges will increase on 01/03/25 and 01/03/26 in line with RPI but capped at 3.5%. Note – Individual figures will be quoted for properties in the Orkney and Shetland Islands

Valuer charges (see Note 12)

Valuation Report Charge:

Negotiable

Environmental Surveyor charges (see Note 13)	
Environmental Survey Charges:	Each property will require an initial site assesment costing £104.50 + VAT, if no potential environmental issues of significance are noted from either onsite or historical use, no further environmental investigation will be required.
	If the initial site assesment highlights potential environmental issues from historical use only, regulatory consultation with the Local Authority will be conducted to ascertain whether the site is likely to have a contaminated land liability. This will cost an additional £360 + VAT.
	If the initial site assesment highlights potential environmental issues from current on site use, a full on-site inspection (incorporating regulatory consultation with the council) will be required. An individual quote will be provided.
	For properties in Northern Ireland, data for a site assessment is not available and therefore a consult report costing £500 + VAT will be carried out in all cases.

Charges for properties which include an element of landlord liability Cushman & Wakefield The charges at outset and at five-yearly intervals are:

Overview Building Survey	£1,250 + VAT per property
Planned Preventative Maintenance Survey	£2,000 + VAT per property
Mechanical & Electrical Survey (if required)	£750 + VAT per property
Access Hoist (if required)	£500 + VAT per property

These surveys will recommend any work required and the type and frequency of ongoing maintenance and inspections required, and a monthly/annual costing will be produced. It may be that the SIPP can recover part or all of this cost from the tenant through service charges. Cushman & Wakefield's input in organising and collating this work will be charged on a time/cost basis.

These charges only apply to properties including landlord liability. These won't apply in the majority of cases, since the tenant is solely responsible for maintaining the property and complying with all relevant statutory obligations. But there are some occasions where responsibility for parts of the property remains with Standard Life as landlord – and the following charges will apply. More details on what 'landlord liability' means are on page 9.

CBRE Ltd

CBRE Ltd (CBRE) charges to produce the Building Survey and H&S report are based on property size as follows:

Total area (sq.ft.)	Cost (excl VAT and disbursements)
Under 2,500	£1,450
Up to 10,000	£1,700
10,000 – 20,000	£1,950
20,000 – 40,000	£2,200
40,000 - 60,000	£2,600
Over 60,000	£3,000

These surveys will recommend any work required and the type and frequency of ongoing maintenance and inspections required, and a monthly/annual costing will be produced. It may be that the SIPP can recover part or all of this cost from the tenant through service charges. CBRE's input in organising and collating this work will be charged on a time/cost basis.

Charges related to landlord works

Cushman & Wakefield

Where Cushman & Wakefield are appointed as Project Manager			
Straightforward works based on a desk top exercise	 6% of contract value + VAT and disbursements Minimum charge £750 + VAT and disbursements 6% of contract value + VAT and disbursements Minimum charge £1,500 + VAT and disbursements 		
Complex schemes where site visits are required			

Where an external Project Manager is appointed	
Cushman & Wakefield would charge on a time/cost basis for approving the Project Manager and liaising with them throughout the project	£95 per hour + VAT

These fees exclude specialist services which may be required such as Structural Engineering services, M&E Engineering services, compliance with Party Wall legislation etc.

CBRE Ltd

Where CBRE are appointed as Project Manager						
	Initial duties	Construction phase		CDM charges		
Works value		Fixed element	Cost per inspection visit	Estimated no. of visits	Not notifiable	Notifiable
Up to £10,000	£1,250	£1,200	n/a	0	£700	£1,250
£10,000 - £20,000	£1,500	£1,400	£800	1	£700	£1,250
£20,000 - £50,000	£2,000	£1,600	£900	2	£700	£1,250
£50,000 - £100,000	£2,500	£1,800	£1000	4	£700	£1,250
Over £100,000	By agreement a	By agreement and subject to Scope of Duties				

- These fees assume the property is located within one hour travelling time of the serving office. Additional travelling time will be charged at a rate of £120 per hour or part thereof
- The fees include mileage costs for travelling but exclude other normal disbursements and VAT. Such cost might include the hire of hydraulic platforms for roof inspections, purchase of printed forms of contract, etc

Where an external Project Manager is appointed

CBRE would charge on a time/cost basis for approving the Project Manager and liaising with them throughout the project

£110 per hour + VAT Minimum charge £275 + VAT

General information

If you are an existing plan member, the administration charges described in your SIPP Charges Sheet may already apply to your plan. The charges detailed in this leaflet apply on:

- completion of the property purchase, or sale, or
- transfer of a property to or from the SIPP, or
- the yearly charge date (anniversary), and
- each occasion that chargeable services are provided

The charges described in this leaflet are based on the purchase, transfer or sale of a single commercial property with one tenant. There may be other scenarios where Standard Life is involved with a property and will charge on a time cost basis. When we become aware that a time cost charge will apply we will always provide you with an estimate of the charges before we carry out the work.

Property administration charges

- **01** The Property Set Up Charge will be deducted from your SIPP on completion of the purchase of the property (or its transfer into the SIPP), or earlier if the property purchase or transfer is terminated. This charge is only deducted once per property purchase (or its transfer into the SIPP).
- **02** The Property Administration Charge is deducted from your SIPP on completion of the purchase of the property (or its transfer into the SIPP) and then on the anniversary of that date.
- **03** If the property is VAT opted, the VAT Administration Charge is deducted from your SIPP on completion of the purchase of the property (or its transfer into the SIPP) and yearly on the anniversary of this date. If you choose to VAT opt a property some time after its purchase, the charge will be deducted when the property is VAT opted and then on the anniversary of this date.

- 04 Where a mortgage has been arranged on your SIPP, the Mortgage Administration Charge is deducted annually from the SIPP, either on the anniversary of the completion of the property purchase (or its transfer into the SIPP), or on the anniversary of the date that loan funds were received from the lender to set up the mortgage on a property already in the SIPP.
- **05** The Property Development/Refurbishment Charge will be calculated on a time cost basis. Standard Life and our Property Managers will provide an estimate after we receive full details of the development or refurbishment. This estimate will show when the charges will be taken from the SIPP.
- **06** The Multi-Member Charge is payable when a property is purchased by two or more Standard Life SIPP members. It is deducted from each member's SIPP on completion of the purchase of the property and then yearly on the anniversary of that date. Any change in the membership of a syndicate will also result in a charge on a time cost basis.
- **07** The Sale Charge is deducted on sale or transfer out of the property. It will also be applied if the sale or transfer falls through. This charge applies to properties that were purchased after 1 January 2007.

Solicitor charges

- **08** Our appointed Solicitor's charges (including Conveyancing, Lease and Property Sale charges) are all subject to VAT and are normally deducted from your SIPP on completion of the services provided. If the transaction goes on for more than 26 weeks, our Solicitor will invoice Standard Life for a percentage of the fee payable.
- 09 Disbursements (e.g. searches, Land Registry fees etc) are deducted on receipt of an invoice from our Solicitor. Stamp Duty Land Tax may also be payable to complete the purchase of the property. Please note that Solicitor costs (e.g. conveyancing fees, disbursements etc) may still be payable if the property purchase is terminated and these costs have been incurred.

Property Manager charges

- **10** The Yearly Core Service charge is deducted on completion of the acquisition of the property. If you change the property manager you use, it is deducted on the anniversary of the date you changed to the new property manager. Other property services that may be required include property valuations, lease renewals, rent reviews, management of service charges, development/refurbishment work and due diligence on disposal (e.g. providing information on the property, the tenant, rent payment history, service charge information, etc). For these services the Property Managers will provide a quotation of likely costs and may charge on a time cost basis. If the property becomes void, the appointed Property Managers will inspect the property to ensure that it continues to comply with statutory and insurance obligations. Where necessary, they will take any remedial action and all resulting costs will be deducted from your SIPP. The Property Manager's Yearly Core Service charge will increase by RPI (limited to 3.5%) annually for 3 years starting on your next charging date on or after 1/3/2024.
- 11 The Property Manager Sale or Exit Charge is deducted from your SIPP on completion of the sale of the property or if you transfer to another provider and the property is transferred in specie. The charge will also apply if you switch to a different property manager. You may also have additional charges in relation to solicitors and marketing agents etc.

Valuer charges

12 The Valuation Report can be provided by a valuer nominated by you (the SIPP member), subject to the valuer being suitably qualified. The cost of the Valuation Report will be deducted from your SIPP.

Environmental Surveyor charges

13 It may be that further information is required (e.g. a mining report) to complete the Environmental Screening Report, or that further investigation is recommended within the Report, leading to further charges.

(!

We regularly review our charges and sometimes we need to increase them to reflect changes in our overall costs and/or assumptions. Any increases will be fair and reasonable.

9. Our ongoing service to you

We recognise that the property purchase is only the beginning of the process. So we provide comprehensive on-going property management support and service, including:

- Collecting rent and invoicing
- Conducting rent reviews and revaluations
- Renewing leases
- Arranging insurance
- Dealing with legal issues
- Handling issues with planning officials

10. Contact us

Our dedicated SIPP property team is here to help and guide you through the process. Do call us if you have any questions or issues.

Dedicated SIPP property team



Call 0800 9704 131

Find out more

If you'd like more information on the products or services within this literature, or if there's anything more we can help you with, just call us on this number or visit our website.

Call us on 0800 9704 131 www.standardlife.co.uk

Connect with us



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Online servicing



www.standardlife.co.uk/online



www.standardlife.co.uk

Phoenix Life Limited, trading as Standard Life, is the provider and scheme administrator of the Standard Life Self Invested Personal Pension Scheme, and Standard Life Trustee Company Limited is the trustee.

Phoenix Life Limited is registered in England and Wales (1016269) at 1 Wythall Green Way, Wythall, Birmingham, B47 6WG. Phoenix Life Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Standard Life Trustee Company Limited (SC076046) is registered in Scotland at Standard Life House, 30 Lothian Road, Edinburgh, EH1 2DH.

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