

LAW SOCIETY SUBMISSION



**Submission to the Legal Services Regulatory Authority on the
Creation of a New Profession of Conveyancer**

6 January 2022

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1. Executive summary

- 1.1 Conveyancing in Ireland is a key contributor to the Irish economy as it provides a base for investment in land and property. It is the bedrock of the Irish property market and an efficient and stable system of conveyancing is vital to protecting and facilitating that market. It is of key importance that the system of conveyancing is both modern and progressive. Reforming and updating the law to reflect this goal and to offer a cost effective, efficient system of conveyancing is vital to the Irish economy. The adoption of globalised technological developments, and the opportunities offered by such developments, mean that it will be possible to continue to offer a cost effective, speedy and reliable system of buying and selling property in Ireland
- 1.2 The current system of conveyancing has been in operation for centuries and has developed and evolved to meet the changing needs of society. While it is complex and can be slow, this is largely caused by the volume of legislative imposition on the process.
- 1.3 There is no evidence of general dissatisfaction with the delivery of conveyancing services or public demand for an alternative to the current delivery channels, nor is there any business case for such an alternative.
- 1.4 There is vigorous price competition within the sector. The available evidence suggests that conveyancing services are generally provided below cost. Even if a significant further drop in fee levels was achieved by the proposed reforms, this would have only a negligible effect on overall costs.
- 1.5 No evidence has been produced that the introduction of a new profession of conveyancer will have any effect on either the price or the quality of conveyancing services – it is more likely that it will have an adverse effect.
- 1.6 It is unlikely that any conveyancer or firm of conveyancers will be able to finance their operations, likely leading to a small number of monolithic providers operating their own monopoly to the detriment of consumers.
- 1.7 A prerequisite to the establishment of a new profession will be a completely new financial and general regulatory scheme. Considerable investment in education and training will also be required. The cost of these regimes will be prohibitive.

1.8 In circumstances where the Law Society of Ireland (LSI) is actively driving a substantial reform agenda by the introduction of a system of eConveyancing which will streamline and expedite the conveyancing process, reduce costs and enhance the experience of stakeholders, any substantial change to the current model of delivery is premature. Before any further changes are introduced, adequate time should be given to assess the impact of digitisation of the system.

2 Introduction

- 2.1 The Legal Services Regulatory Authority (“the **Authority**”) was established in accordance with section 8 of the Legal Services Regulation Act 2015 (“the **Act**”) to regulate the provision of legal services by legal practitioners and to ensure the maintenance and improvement of standards in the provision of such services in Ireland.
- 2.2 The LSI is the representative and educational body of the solicitors’ profession in Ireland, governed by a Council, comprising elected and nominated members of the solicitors’ profession. It is the professional body for its solicitor members, to whom it also provides services and support. It exercises statutory functions under the Solicitors Acts 1954 to 2015 in relation to the education, admission, enrolment, discipline and regulation of the solicitors’ profession.
- 2.3 Section 34(1)(c) of the Act provides that the Authority shall furnish a report to the Minister for Justice in relation to the creation of a new profession of conveyancer. Under section 34(5)(a) of the Act, a report on the creation of a new profession of conveyancer *“shall be provided to the Minister within a period specified by the Minister in a written notice to the Authority requesting the report”*.
- 2.4 In March 2021, in accordance with section 34(5)(a) of the Act, the Minister gave notice in writing to the Authority requesting that a report on the creation of a new profession of conveyancer be prepared and furnished by the Authority within eighteen months. Under section 34(1)(i), the Authority is required to carry out an appropriate consultation process prior to furnishing its report to the Minister.
- 2.5 By letter of 8 September 2021, the LSI was invited to make a submission to the Authority in relation to the creation of a new profession of conveyancer.

3. Overview of the conveyancing process

- 3.1 In the simplest of terms, conveyancing is the “*process of transferring ownership of immovable property from one person to another*”¹. Immovable property, as the name suggests, refers to interests in land, and everything in, on and under it. Rights of way, easements, leases, tenancies and mortgages are examples of commonly encountered interests in land and these, together with numerous statutory and other interventions in the ownership, control and use of land, are the subject matter of conveyancing.
- 3.2 Conveyancing in Ireland has, as a result of historical, economic, social and political considerations, evolved into a complex and many layered process. It has always been recognised that the regulation of the ownership and control of land are critical to a functioning society and, from the earliest time, formalisation of the indicia and evidence of ownership of land was seen as fundamentally important aspects of a system of laws. In any international index of economic strength and stability, the rigour of the country’s system for the registration of ownership and title to interests in land, and its sophistication and flexibility, are amongst the most positive and important indicators. This is particularly so as the value of land and interests in land remain hugely significant, not just in terms of national wealth, but also individual wealth and indeed in terms of wellbeing.
- 3.3 The development of land and conveyancing law in Ireland largely mirrored that of England and, even after the formation of the State, Irish land law remained, in its fundamentals and processes, closely aligned to the English model. Indeed, a fundamental overhaul and update of Irish land law was not completed until 2009.² Ireland remains one of only a small number of common law jurisdictions in the world, and a practical consequence of this is that there was never a cadastral survey of the country carried out (where essentially a country was divided into squares and the ownership of each square registered *ab initio* in a centralised land registry system, as in e.g., the USA or Australia). Instead, ownership of land in Ireland, given its unique historical, economic and social history, can derive, not only from statute, but also from long ownership, deed, adverse possession (“squatting”) inheritance and various other means.

¹ *Law Society of Ireland: Conveyancing Manual*, (2009) Oxford University Press at para. 1.1

² The Land and Conveyancing Law Reform Act 2009

- 3.4 Coupled with this historical and inherited complexity, there has been a long history of intervention by the State in land and its ownership. Thus, the State interest in the collection of taxes of all sorts, judgements, court decisions, family law act issues and third-party rights of all kinds can affect land and its ownerships without any sort of formal registration and, to protect the integrity of a buyer's title, all of these must be investigated.
- 3.5 Historically, the drawing and settling of deeds and documents relating to the ownership of land and interests in land fell to trained lawyers. The importance of properly drawn documentation to the integrity of land ownership was recognised in statutory provisions which were introduced to restrict the right to draw, prepare or register for reward documents affecting the transfer of land and mortgages to qualified persons. A more recent update of this restriction is contained in S51 of the Solicitors Act 1954 which contains a much more limited restriction in reserving (only) the drawing of a deed for reward to solicitors.

4. The solicitors' role

- 4.1 By virtue of history, training, experience and intensive financial and professional regulation, solicitors have become the *de facto* gatekeepers of the conveyancing process in Ireland. Typically, a solicitor will act for each party to a transaction, although there is no prohibition of any sort on an individual carrying out their own conveyancing, though, as will be seen, there are practical difficulties if a mortgage transaction is contemplated, as few lending agencies will rely on an unqualified or unregulated intermediary.
- 4.2 It has been seen that the process is complicated. This complexity is not in any sense a result of a profession trying to “goldplate” its processes for anti-competitive reasons. It is rather the fact that, because of the historical and other legislative requirements outlined in this paper, the process has had to react to the increased complexity of business and commercial life and be amended and updated accordingly.
- 4.3 The LSI has a number of specialist professional committees which continuously monitor operation of the conveyancing system. Those committees and their executive support review new legislation and court judgements, revenue guidelines, and statutory change and regulation generally to ensure that a buyer or mortgagee of property is not adversely affected by the plethora of issues which now affect land and interests in land. In particular, the LSI's Conveyancing Committee regularly issues practice notes and guidance, which are continuously updated and revised as required.
- 4.4 A useful illustration of the work now required in the sale and purchase of property is set out in the workflow chart attached as **Appendix 1**.
- 4.4.1 The Conveyancing Committee also publishes the LSI's standard General Conditions of Sale, which is the format of contract used in most purchase/sale transactions.
- 4.4.2 The Conveyancing Committee also publishes the standard Requisitions on Title, a copy of which is attached as **Appendix 2**. A perusal of this document will quickly illustrate the huge number of issues which a solicitor must deal with, whether acting for a buyer or seller or indeed a lender or tenant/lessee.
- 4.4.3 It is suggested that the provision of standardised and agreed processes, and standard documentation, with the flexibility to be adapted to each individual

transaction, greatly eases the burden of investigation of title and thus greatly reduces the complexity, cost and delay in a conveyancing transaction.

- 4.5 The functions of the Conveyancing Committee do not stop at the provision of agreed processes and documentation. It also provides practice guidance, and under the terms of the Certificate of Title system (which will be described later), it acts as the arbiter of what is "*good and marketable title*" in the event of a dispute. Once again, this provides an efficient and cost-effective means of resolving such disputes, without recourse to litigation.

5. Undertakings and the Certificate of Title system

- 5.1 It is not possible to understand fully the conveyancing process without being aware of the relevance and importance of solicitors' undertakings.
- 5.2 An undertaking is "*any unequivocal declaration of intention addressed to someone who reasonably places reliance on it which is made by a solicitor in the course of their practice whereby the solicitor becomes personally bound*".³ Once again there is a plethora of case law and practice around the giving of undertakings but they remain enforceable against a solicitor as a matter of professional discipline, and also as a contract. A solicitor is also subject to regulation by the LSRA, the LSI and the High Court in respect of that undertaking.
- 5.3 Typically, in any transaction, a document or matter may not be available on completion. To enable the transaction to proceed, a solicitor may consider giving, and their counterparty accepting, an undertaking. This enables a transaction to proceed with the knowledge that such undertaking can be relied on absolutely, protected by the full rigour of professional discipline, contract law and indeed professional indemnity insurance. Given the importance of undertakings, they are neither lightly given, nor lightly received, and the circumstances in which they can be given in conveyancing transactions is the subject of considerable practice and indeed statutory regulation. The recipient, in particular, has to be absolutely certain that they can rely on the undertaking.
- 5.4 As a matter of practice, undertakings will most commonly be seen in the relationship between parties and their bank. Hence, referring to the workflow in Appendix 1, it will be seen that even the initial step of taking up title deeds from a bank requires that an undertaking be given by the seller's solicitor as no lender could be expected to release the title deeds of the property, which are their security, to a third party without the reassurance that their interests were fully protected. Similarly, a buyer of property would be unlikely to conclude the transaction without having a release of the seller's mortgage available on completion. As, inevitably, any loan will be paid from the proceeds of sale, there is a temporal gap which has to be filled and this is achieved by the buyer relying on the seller's solicitor's undertaking to discharge the mortgage and furnish a release of the mortgage as quickly as possible.

³ "A Guide to Good Professional Conduct for Solicitors 3rd ed". ISBN 978-0-902027-99-2

- 5.5 Thus, it will be seen that solicitors' undertakings are the indispensable "*oil in the cogs*" of the conveyancing transaction.
- 5.6 Arising from the ability of banks to rely on solicitors' undertakings, a further major improvement to the conveyancing process is the abolition of the "*three solicitor system*" in residential conveyancing. Previously, a lender would have retained a solicitor to represent their interests, even in residential transactions. This, inevitably, added greatly to the cost and delay in a residential conveyance. After extensive and prolonged negotiations over a number of years, the Conveyancing Committee succeeded in agreeing a complex protocol, known as the Certificate of Title system, under which the lender will rely on the buyer's solicitor certifying the buyer's title, and also on behalf of the lender (without further remuneration) registering the lender's charge and forwarding the deeds to the lender in due course. This protocol had to be negotiated with a number of lenders, and their representatives, and remains under constant review and negotiation.
- 5.7 It is evident that the Certificate of Title system, which is fundamentally based on the ability of solicitors to give undertakings, is a major factor in the speedy and cost-efficient conveyancing of residential property.

6. Ongoing reform of the process in the digital era

6.1 Rapidly evolving digital solutions will inevitably transform the manner, cost and speed of conveyancing transactions. However, new technology must be backed up by legal expertise in the many areas of law which are relevant to such transactions.

6.2 The LSI's eConveyancing Task Force developed a vision for an electronic system of conveyancing (**eVision**) in 2008, in response to the Law Reform Commission initiative in this regard. This eVision is attached as **Appendix 3** and was concluded after a number of years of study, research, and extensive consultation with the profession and other stakeholders. The eVision describes eConveyancing as “a secure, paperless, electronic, end-to-end, pre-sale to post-completion, conveyancing process”. The eVision recognises that the:

“current system is not adapted to deal with modern society, increased volume and diversity of transactions and market expectations for speed and transparency. It is hampered by a complex, cumbersome legislative framework and thus inherent delay. We have taken the view that the introduction of eConveyancing provides an ideal opportunity for a root and branch review of the entire conveyancing process.”⁴

6.3 In essence, the Task Force's primary recommendation was that the process reverts back to the core activity of transferring title. Only those elements in the current process which impact on the transfer of title should be retained. The current system is utilised by the State as a tool for implementing social policy, for the collection of tax, for statutory enforcement and various other objectives. The process was not designed for these 'add-ons' and as a result, even the most basic residential conveyance now requires, as described above, multiple investigations that have little do with ownership, transfer and security of title. All these enquiries add to the complexity of the conveyancing process thereby causing delays and, ultimately, increased cost to the consumer.

6.4 After a number of false starts over several years, the Task Force concluded that it should not continue to attempt to implement a full end to end system, in effect attempting to impose its own solution in circumstances where, given the passage of time, numerous participants in an eConveyancing system such as the PRAI, Revenue and some lenders were already well advanced on their own digital journeys. Instead, the Council of the LSI has recently endorsed a program which will digitise the parts of the process which it could more directly influence.

⁴ Law Society of Ireland, (2008) *eConveyancing: Back to Basic Principles, Vision of an Electronic System of Conveyancing (eVision)*

- 6.5 To this end, the LSI has almost concluded the design and development of a digital Seller Questionnaire, which is in effect a replacement for the Requisitions on Title already described, the responses to which will populate an eContract automatically. This will be in essence the current LSI form of contract, with appropriate amendments to reflect its digital status. This can be negotiated, completed and executed by the parties using a Qualified Electronic Signature, entirely digitally.
- 6.6 The recent COVID-driven requirement for remote working and the significant use of digital technologies in legal work has provided a huge impetus for the completion of this work, and the digital contract is expected to be rolled out to the profession in 2022. In addition, the LSI has finalised the digitisation of the entire client on-boarding process, together with a fully FATF compliant risk assessment module.
- 6.7 The platform has been designed with an open architecture so that it will be able to interface with those of other participants in the process with comparative ease. There can be reasonable confidence therefore that numerous elements of the process will be linked seamlessly and digitally within the near future which should bring significant savings in both time and money, as well as greater efficiencies, to the process.
- 6.8 It will be noted in this regard that the Government has a roadmap for its electronic commerce agenda and digitisation of the conveyancing process as set out in various LRC Reports⁵. Further, the Minister's invocation to the LSRA to conduct "*a full consideration of how digital technology, which is rapidly evolving, could transform the manner, the cost and the speed of carrying out a conveyance, and how digitalisation should inform a decision to establish a conveyancer profession*", the LSI believes that the Authority should have a fuller understanding of what is in train in this context. The LSI would welcome an opportunity to present its eVision and demonstrate its new platforms to the Authority at an early opportunity. Its introduction will transform the Irish conveyancing system fundamentally and for the future, to the ultimate benefit of the consumer, other stakeholders and the State.

⁵ See Law Reform Commission, *Report on the Reform and Modernisation of Land Law and Conveyancing Law*, (LRC 74-2005) and *Report on eConveyancing: Modelling of the Irish Conveyancing System in Ireland* (LRC 79 – 2006)

7. The drivers for change

- 7.1 It is to be assumed that the Authority will, in the course of its investigations, carry out its own economic and competition law analysis. What follows here is accordingly a high-level commentary rather than in-depth analysis, which the LSI is not qualified of itself to undertake.
- 7.2 An exploration of the potential disruption of any market must include a rigorous consideration of the impact, purpose, advantages and disadvantages of the proposed intervention to the existing provision of services in that market. The introduction of a new profession of conveyancer could lead to circumstances where solicitors - who are fully qualified, trained, experienced, trusted by other stakeholders, covered by professional indemnity insurance and regulated by the Authority, the LSI and the High Court – are displaced in favour of an untried, untested, model with all of the attendant set up and regulatory costs in a small market to obtain a dubious and uncertain advantage to the consumers of conveyancing services in that market, where there is no current demand for any such intervention.
- 7.3 The LSI submits that the only valid drivers for change would be findings, supported by empirical evidence, that the introduction of non-solicitor conveyancers would have a significant impact on either quality or cost of conveyancing services. We comment on each of these in turn:

7.3.1 Quality of service

- (a) The LSI suggests that there is no evidence that there is a lack of quality in the provision of conveyancing services, albeit that delays and complexities in the system inevitably result in unacceptable delays in some cases. It has already been noted that these complexities are not created by solicitors but result from complex legislative and other interventions in the process. The proposed digitisation of (in the first instance) aspects of the conveyancing transaction should greatly speed up the process.
- (b) Surgeons are trained in general medicine. Architects are trained in planning law. Accountants are trained in taxation. Similarly, all solicitors have a broad general education in not just property law, but the various other branches of law which impact on property. Property law is itself a highly complex area of law and a standard conveyancing transaction requires knowledge of many

other areas of law. Planning law, family law, environmental law, succession law and taxation law all intersect in a conveyancing transaction, and knowledge of both the law and practice in those areas is required properly to advise a party in the buying and selling of property.

- (c) Where problems arise in a conveyancing transaction, the legal issues can be very complex resulting in a significant cost for one (or both) of the parties. A solicitor is a qualified legal advisor who is expert in many areas of law, not simply conveyancing. Conveyancers could not offer the same level of legal knowledge and expertise as solicitors which will ultimately result in an inferior service for consumers. If, for example, a difficulty in a property transaction led to the necessity for dispute resolution or litigation, a conveyancer will need either to refer the entire transaction to a solicitor, or subcontract with a solicitor to provide legal services and advice which the conveyancer is unable to furnish. This will inevitably lead to significantly increased costs and delays for the consumer of legal services.
- (d) Typically, a consumer of legal services when buying or selling a property will purchase additional services, such as the making of a will, which is a sensible and socially desirable matter to undertake when purchasing so valuable an asset as a property. A conveyancer will not be in a position to provide these services.
- (e) There is no guidance in the Ministerial direction to the Authority as to the type of business model which may be envisaged as being appropriate for the delivery of conveyancing services by conveyancers. In this regard, it should be recalled that in 2004, the LSI expressed serious concern around a proposal to open up the conveyancing market to financial institutions. The risk of anti-competitive conduct which could result led the Competition Authority (as it then was) to recognise that *“permitting banks to provide conveyancing services could result in tying (for instance, the sale of mortgages on condition that the buyer also purchases the bank’s legal services) or cross-subsidisation (using profits from the market for mortgages to sell legal services below cost)”*.⁶ This concern persuaded past Governments that it would be unwise to widen the conveyancing services market in the manner proposed. Even accepting some

⁶ Law Society of Ireland, [‘Supplementary submission to the Competition Authority in respect of its Study into Competition in the Professions of Architect, Barrister, Dentist, Engineer, Medical Practitioner, Optometrist, Solicitor & Veterinary Surgeon, pursuant to Section 11 of the Competition Act, 1991 \(as amended\)’](#), August 2004 at para. 8.13

convenience in one-stop-shopping, the risk to consumers was considered to be too great.

- (f) Current regulation of conveyancing services ensures that the consumer is protected against anti-competitive conduct and mis-selling, irrespective of the market power of the financial institution. The current position ensures that the consumer has an objective adviser in their corner, with no ties of any sort to the counterparty, or any lender. While not the specific focus of the current consultation process, it is noteworthy that this was not the first occasion on which a review has been conducted on the potential expansion of the categories of providers who might be enabled to provide conveyancing services, but which foundered upon closer examination.
- (g) The experience in England and Wales (whose conveyancing processes and market size are not analogous to Ireland) suggests that the only economic manner in which conveyancers could deliver their services is as employees of a small number of “conveyancing factories” - namely large firms providing a conveyor belt type service. In a small market like Ireland, it is likely that a few of these firms would evolve into a mini monopoly of their own which would be counter-productive in terms of the delivery of conveyancing services of a proper quality at reasonable cost.

Incidentally, it is noteworthy that licensed conveyancers in England and Wales comprise only 5% of the service providers there. In Scotland, the demographics of which are very similar to Ireland, there are only 10 licensed conveyancers practising.

7.3.2 Cost of conveyancing services

- (a) The LSI suggests that there is no evidence of any lack of price competition in the provision of conveyancing services. On the contrary, empiric evidence suggests that conveyancing services are generally being provided below cost as either one or both of “*loss leaders*” or to generate cash flow for a firm.

Any firm which costs the provision of conveyancing services in relation to the professional and administrative time consumed in the delivery of those services will have concluded that they are selling the service below cost. It is notable that the largest firms in Ireland, and many other smaller firms, no longer offer residential conveyancing services as they are uneconomic.

- (b) There are no set scales of fees nor is anything permitted by the LSI or the Authority (or would be permitted by the Competition and Consumer Protection Commission) which suggest ranges or “appropriate levels” of fees. This allows for competitive quotes, negotiation on fees and “shopping around” by consumers. The ‘Get a Quote’ service provided by the LSI helps members of the public to seek quotations from solicitors for whichever legal service they need. To seek a quote, members of the public can contact participating firms and explain that they want to use the ‘Get a Quote’ service. The firm will take their questions, explain their terms of business and provide a quote. This allows consumers to access the best value legal services for conveyancing transactions and to compare fees across a number of potential providers.
- (c) The provisions of S150 of the Act set out a comprehensive, compulsory regime for the notification to the client of, not just fees, but all attendant legal and analogous charges on engagement of their solicitor. Thus, there is full visibility to the consumer of all the charges which they are going to have to pay (of which, typically, the solicitors fee is often the least part, as will appear later in this submission) from the commencement of the transaction, with ample opportunity to compare these charges to other providers and walk away if they so wish.
- (d) While the cost of conveyancing might be expected to decrease with the introduction of a new profession of conveyancer, the competition between such conveyancers would likely mean that, in order for the businesses of these conveyancers to be viable, it would be necessary to maximise the volume of transactions and reduce overheads (e.g., staffing levels). Such actions often result in a lack of care and attention, a disregard for safeguards and a drop in standards - all of which result in consumer dissatisfaction.
- (e) There has been an *a priori* assumption that, as solicitors are the only suppliers of conveyancing services, there is no price competition between them. If such an assumption were correct, one would expect to see barriers or restrictions on the entry of solicitors wishing to enter the conveyancing market. There is no evidence of any such restrictions. The number of solicitors on the Roll increases year on year, bringing more and more competition in the provision of legal services. The Law Society Annual Report 2020/2021 confirms that the

total number of solicitors now stands at 11,836, an increase of nearly 500 new solicitors since 2017⁷.

- (f) Looking to other jurisdictions, the experience has been that opening the conveyancing market to other providers does not automatically result in increased competition:

*“The experience in the UK indicates that introducing licensed conveyancers is not the way to achieve competition in Ireland. In the UK, conveyancing fees rose faster in markets where licensed conveyancers operated compared to markets where they did not. This may initially seem somewhat surprising. However, this finding can be explained by the total dependence licensed conveyancers have on just the conveyancing market, with all their revenue and therefore their profits coming from just one market.”*⁸

- (g) If a driver of the Ministerial direction to the Authority is to save costs to the consumer, then it is worth looking at solicitors' fees as a component of the overall costs of property transfer. Reference should be had to the tables at Appendix 4, which summarise research carried out by Integro Business Services for LSI in connection with its eConveyancing project. It will be seen that the largest beneficiary from conveyancing-related activity is the State with c. 55% of all costs in 2020 accruing to the State. This comprises principally of stamp duty tax receipts.

The State also has the benefit of surplus revenue (averaging 50% of its total turnover of c. €30m per annum) remitted from the PRAI to central funds each year. It is particularly noteworthy that PRAI fees are extremely high, both in absolute terms, and as a proportion of the overall cost to the consumer. The average PRAI fee to the buyer on a purchase with mortgage is in the region of €890.00. There is no apparent economic justification for the level of these fees (which are set by Ministerial order). They generate an income of almost twice the cost of delivering the PRAI's services.

It will be seen from Appendix 4 that the State also has the benefit of VAT relating to estate agent and solicitors' fees plus VAT on property-related advertising.

⁷ See <https://www.lawsociety.ie/globalassets/documents/about-us/annual-reports/2017-annualreport-lawsocietyofireland.pdf>

⁸ Edward Shinnick, 'Regulation, regulatory reform and competition in the Irish solicitor profession', *Conveyancing and Property Law* 2004, 9(4), 89-92 at p.4

After the State, estate agents are the next largest beneficiaries in the property transfer process. Their average revenue is almost twice that of solicitors.

If we take an example of a residential purchase at €300,000.00 and assume a solicitor's fee of €2,000.00, the total purchase costs (leaving aside bank charges, survey fee, life and property insurances and similar costs) will be in the region of €6,200.00. Assuming that increased price competition reduced the so- licitor's fee by 20%, the actual saving to the consumer is only in the region of 6% of their outlays⁹.

⁹ We have used a residential conveyance as an example. In a commercial case, the Stamp Duty take would be over seven times higher, and the difference to the consumer from a like decrease in fees would be negligible. However, we believe that there is no prospect that a commercial client will use the services of a conveyancer, as such clients require a much more holistic service over several legal disciplines which cannot be provided by a conveyancer.

8. Other considerations

8.1 There are a number of other considerations which must be borne in mind in considering whether the introduction of a profession of conveyancer would be of overall societal or consumer benefit. We deal with them as follows:

8.1.1 Economic model:

At this stage, it is not clear what business model will be proposed or would be appropriate for the provision of services by conveyancers. It is very hard to see how “sole practitioners” or small partnerships of conveyancers could actually exist as a viable business or obtain capital or finance to establish such a business. As will have been seen, such empiric evidence as is available suggests that the provision of conveyancing services at current price levels is actually loss-making. Given the higher relative costs which will arise for firms of conveyancers, without the benefit of some element of cross subsidisation from the provision of other legal services, it is highly likely that such firms will be unviable. Assuming that these firms hold client funds there is potential for increased risk to client funds from individuals or firms who are under financial stress. As we have observed previously, it is more likely that conveyancers will be employed as “low-cost labour” by large firms of conveyancers or possibly banks or other financial services companies with, we suggest, no or negative benefits for consumers of these services with only a marginal cost differential from a full-service solicitors’ firm.

8.1.2 Financial Regulation

The handling of client monies received by solicitors in the course of conveyancing transactions is rigorously regulated by the LSI supported by the statutory Compensation Fund, which protects consumers from any misappropriation of client monies and has been funded by solicitors since 1954. The proposed profession of conveyancer would have to offer a similarly rigorous system of regulation and compensation. Unless this is provided, consumers would face a much lower level of protection when dealing with a conveyancer, as against that which is available when engaging a solicitor. An obvious difficulty in this regard is that conveyancers will almost certainly be too few in number to finance an adequate Compensation Fund, bearing in mind the large sums of money which are involved in a conveyancing transaction and which are thus at risk. Who is then to finance a Compensation Fund? It has taken the LSI nearly 70 years to raise a fund of its current size.

8.1.3 General Regulation

If a regulatory body for conveyancers was to be genuinely independent and effective in the discharge of its function, it would need to retain control over the standards of those entering the profession. The regulation of licensed conveyancers would have to include the administration of tests of competence, the issuing of licences, the drawing up and enforcement of a Code of Conduct, a regulated PII regime, a Compensation Fund and a system for the hearing of complaints against conveyancers. This regulation will have to be self-financing. If the entire financial regulatory burden is to fall on the Authority who is to pay for it? There could be no question that this cost could be spread across the other professions regulated by the Authority. If the cost of financial and general regulation is to be borne by a conveyancers' profession itself, we suggest that its cost would be prohibitive to that profession, feeding further into the financial unviability of any likely business model.

8.1.4 Professional Indemnity Insurance

Potential negligence in conveyancing transactions by solicitors is underwritten by professional indemnity insurance ("PII") which offers a very high level of protection for consumers. The cost of PII has risen exponentially over the last number of years. This increase has largely been driven by conveyancing related claims which comprise over 50% of all negligence claims against solicitors.

PII providers require, as part of the annual proposal form, a breakdown of the types of work carried out by the firm as a proportion of their fee income. Firms which show a high level of income from conveyancing work suffer a significant loading on their premiums. In the case of one leading insurer, if more than 25% of a firm's turnover is from conveyancing, they will decline to quote. Other firms also decline to quote, albeit that the percentage levels which trigger a declination are higher.

The increased prevalence and success of cyber-attacks are causing significant concern to insurers, particularly in the conveyancing sphere, where significant sums of money are in question. It is likely that a firm of conveyancers, particularly of unknown competence and experience, will find it virtually impossible to obtain PII cover, and certainly not at any cost which would make the provision of their services economically viable.

Consideration should be given to the overall effects on the legal PII market in Ireland. If that market was to spread the perceived risk of conveyancers across the entire legal PII market, that would be likely to increase further the cost of such cover thus driving up the cost of conveyancing transactions, and potentially the cost of all legal services.

8.1.5. Concentration of providers

Unless a profession of conveyancer was subject to the same rules, regulations, restrictions and obligations as solicitors, a competitive advantage would accrue to conveyancers who are likely to have fewer overheads than practising solicitors. Such a development would make it difficult for smaller solicitors' firms to compete. This would disproportionately impact small rural practices which rely heavily on conveyancing. This could see the closure of firms which would in turn reduce access to full legal services for consumers, particularly in rural areas which are already heavily impacted by the concentration of professional services in larger centres of population. The Law Society Annual Report 2020/2021 indicates that 91% of solicitors were in firms of 5 or less and 5% in firms of 20+ which indicates that the majority of solicitors are engaged in the provision of some conveyancing services.¹⁰

8.1.6 Education and training

Education and training of a new profession would be of paramount importance. Such training would need to be at a level to ensure that the public is satisfied with the adequacy of skills. Tests of competence would be needed to ensure a conveyancer's ability to identify potential problems. Many potential difficulties are not easy to recognise as such until a very late stage. Written tests would need to be supplemented by a period of practical experience testing both a theoretical knowledge of relevant law and procedure and a practical ability to carry out the mechanics of conveyancing transactions. The solicitors' profession demonstrates that even a high level of academic knowledge needs to be complemented by a period as a trainee learning the substantial practical knowledge that is required to carry out conveyancing transactions. Trainee solicitors spend at least six months of their traineeships working in conveyancing and sometimes much longer. Even when newly qualified, solicitors usually work under supervision for a considerable period and have more experienced mentors to assist with complicated issues that arise.

A competent conveyancer would need to understand more than land law and property law. Conveyancing must be viewed in its wider context to ensure that conveyancers do not have so narrow a knowledge of the law as to put related issues arising in connection with property transfer beyond their capabilities. A broad understanding not only of conveyancing but also of those other aspects of the law which can have a

¹⁰ See Performance at <https://annualreport.lawsociety.ie/#performance>

bearing on a transaction would be required. An understanding of the details of certain key subjects – conveyancing, land law, planning law, landlord and tenant law – as well as accounting procedures are crucial elements for the quality of standard needed.

Ongoing professional development would also be necessary to ensure that conveyancers kept their skills and knowledge up to date and in line with market developments.

Once again, the question arises as to whether the Authority is expected to design an appropriate curriculum, devise the necessary training and provide the resources to deliver both the initial training and certification and ongoing professional development.

8.1.7 Third party relationships.

We have already seen that solicitors do not act in a vacuum when carrying out conveyancing transactions. They interact on a daily basis, not only with other solicitors, but with lenders, the PRAI, Revenue and many other stakeholders.

We have referenced in particular the relationship between solicitors and lenders. If conveyancers are to provide conveyancing services on an equivalent basis to solicitors, then all the extensive protocols with various lenders and their representatives would have to be negotiated by them *ab initio*. There is no guarantee whatsoever that these counterparties will be satisfied to deal with what they may well regard as less financially strong and less skilled counterparties on the same basis as they do for solicitors. It needs to be remembered that the current system of lenders accepting Certificates of Title was painstakingly negotiated over several years, it did not come about overnight. Its early implementation was problematic, and the relationships require ongoing management. It is not easy to see how a similar matrix of relationships could be created overnight to enable a new profession to offer the consumer led facility that is the Certificate of Title system.

Currently, the PRAI operates a system of registration that relies heavily on the experience, knowledge and expertise of solicitors. Frequently, the solicitor for the applicant must assert the legal position and entitlement of his/her client to procure registration. In certain registration applications, the PRAI insists on a solicitor's confirmation in respect of a power of attorney being given in order to facilitate registration. The speed and efficiency operated by the PRAI and the volume of transactions that can be processed and registered by them on an annual basis is heavily influenced by the current system of reliance on certifications of title and other matters operated between the PRAI and solicitors. The LSI is concerned that

conveyancers would be unable to offer certification in a similar manner to facilitate the timely registration of transactions, with the difficulties of delayed registration being visited on the consumer.

9. Conclusion

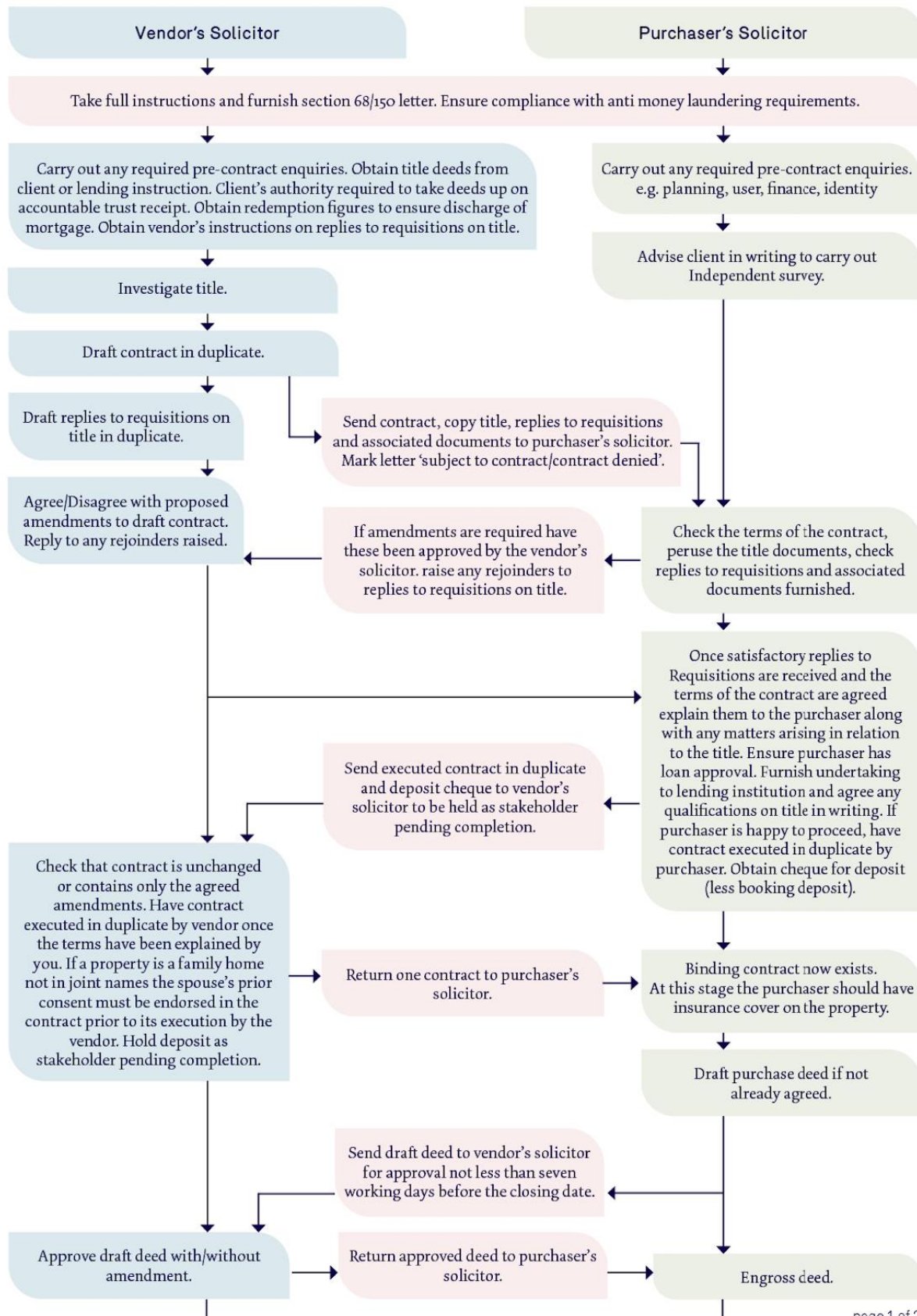
- 9.1 The current system of conveyancing has been in operation for centuries and has developed and evolved to meet the changing needs of society. While it is complex and can be slow, this is largely caused by the volume of legislative imposition on the process.
- 9.2 There is no evidence of general dissatisfaction with the delivery of conveyancing services or public demand for an alternative to the current delivery channels.
- 9.3 There is significant evidence of vigorous price competition within the sector - the available evidence suggesting that conveyancing services are generally provided below cost. Even a significant further drop in fee levels would have only a negligible effect on overall costs.
- 9.4 No evidence has been produced that the introduction of a new profession of conveyancer will have any effect on either the price or the quality of conveyancing services – it is more likely that it will have an adverse effect.
- 9.5 It is unlikely that any conveyancer or firm of conveyancers will be able to finance their operation, likely leading to a small number of monolithic providers operating their own monopoly, to the detriment of the consumer.
- 9.5 The cost and difficulty of establishing a completely new financial and general regulatory scheme will be prohibitive.
- 9.6 In circumstances where the LSI is actively driving a substantial reform agenda to redesign and recalibrate the process for the digital era, any substantial change to the current model of delivery is premature.
- 9.7 The LSI hopes that the Authority finds these observations and recommendations to be helpful and will be glad to engage further on any of the matters raised.

For further information please contact:

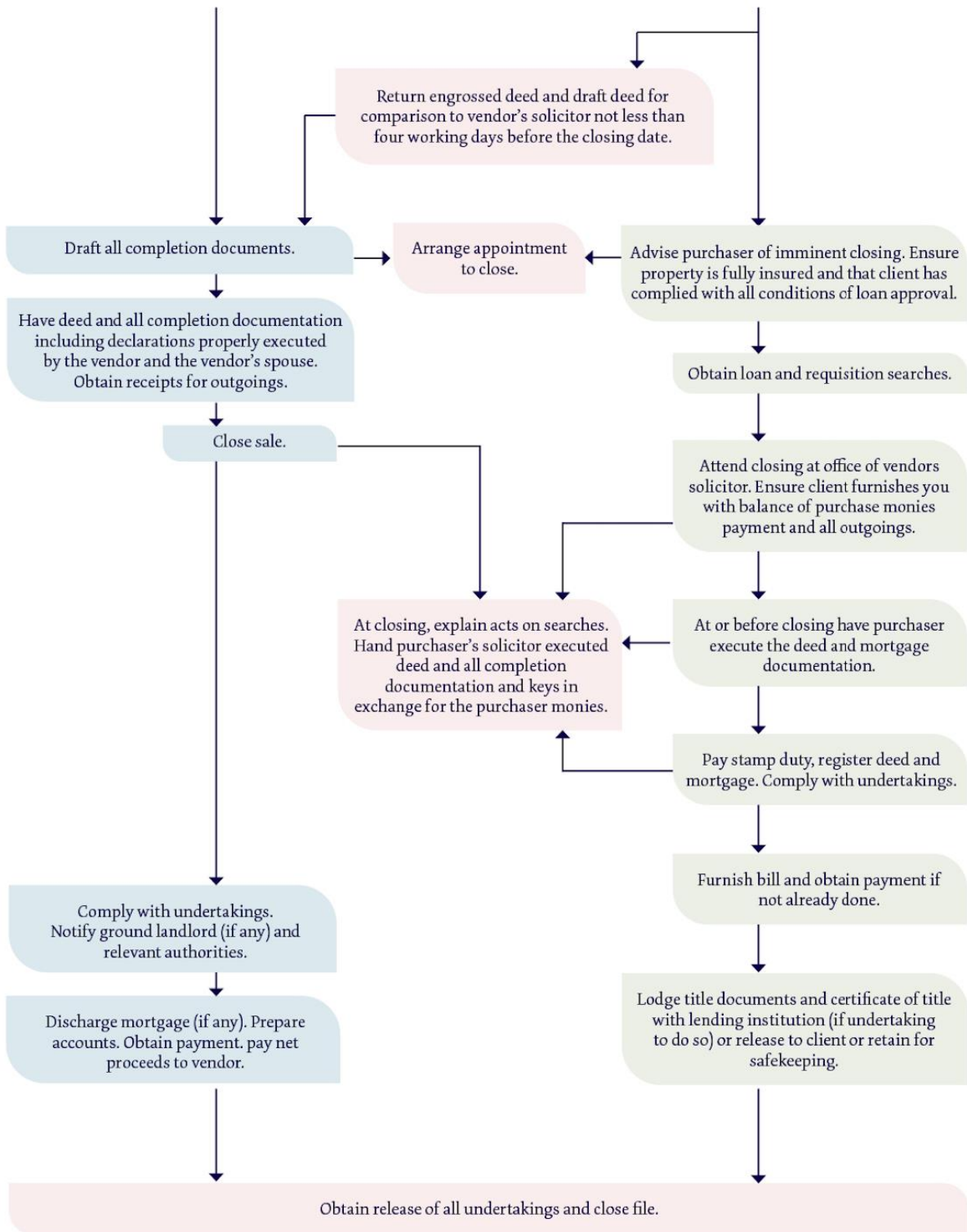
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APPENDIX 1: CHART OF STEPS IN A BASIC CONVEYANCING TRANSACTION



**APPENDIX 1: CHART OF STEPS IN A BASIC CONVEYANCING TRANSACTION
(Continued)**



Appendix 2 **Sample Requisitions on Title** (attached separately)

Appendix 3 **eVision** (attached separately)

Appendix 4 **Analysis of Conveyancing related revenue generated by key stakeholders**

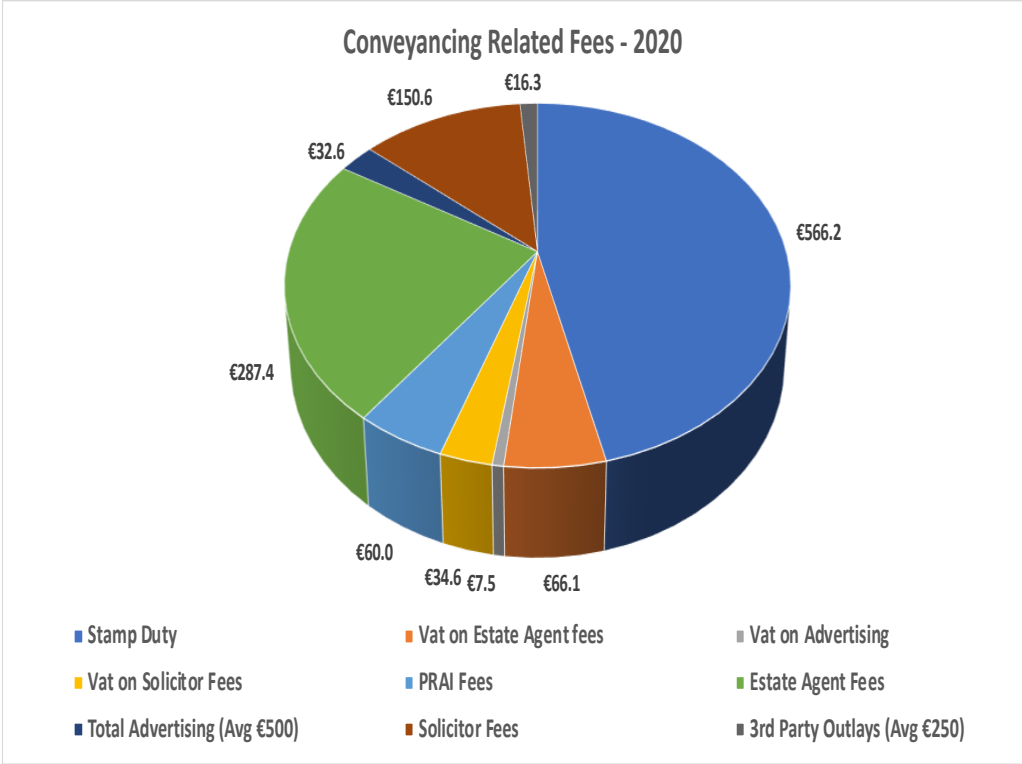
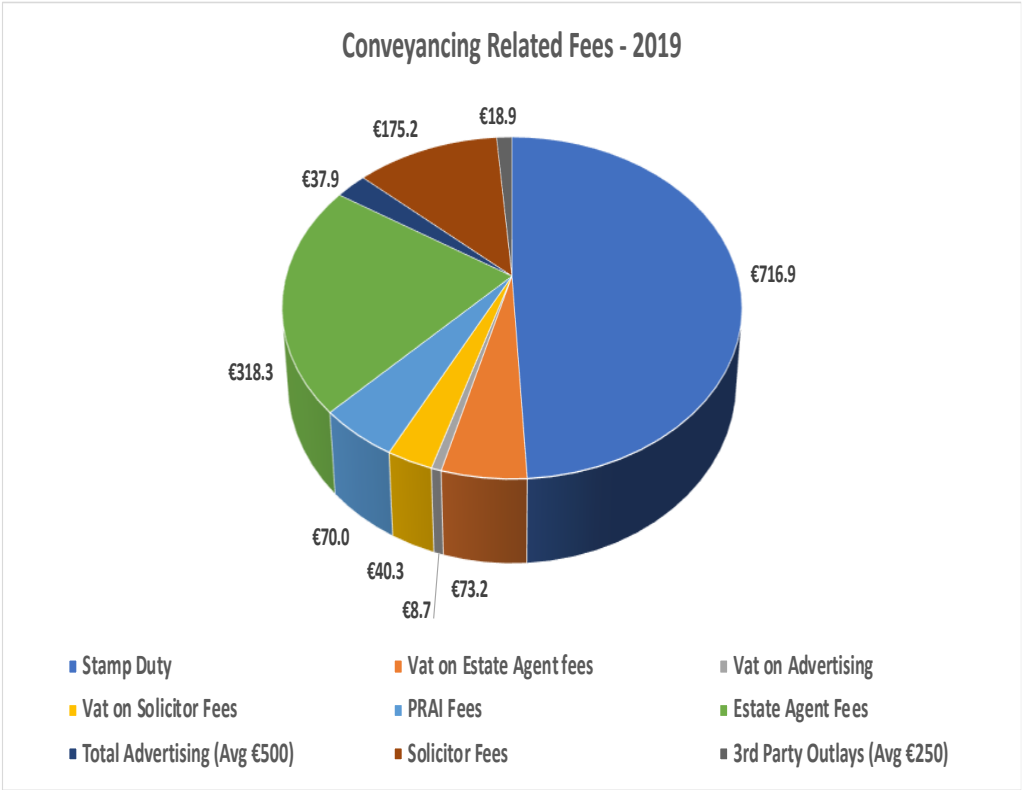
The following is a high-level analysis of Conveyancing related revenue by key stakeholders within the Irish property market for 2019 and 2020.

This information was compiled by Integro Ltd utilising a range of market sources such as the Revenue Tax Strategy Group - Review of Stamp Duty – September 2021 plus the Integro developed property market analysis model.

It is estimated that there were c. 75,000 residential/commercial property transactions in Ireland in 2019 with a combined value of c. €22bn in value. Transaction numbers were c. 13% lower in 2020 due to the impact of Covid 19 on market activity with c. 65,000 transactions with a combined value of c. €20bn.

After the government related revenue, estate agents are the next biggest beneficiaries with average revenue almost twice that of solicitors.

| €m | 2019 | % of total | 2020 | % of total |
|------------------------------|-----------------|-------------------|-----------------|-------------------|
| Stamp Duty | €716.9 | 49% | €566.2 | 46% |
| Vat on Estate Agent fees | €73.2 | 5% | €66.1 | 5% |
| Vat on Advertising | €8.7 | 1% | €7.5 | 1% |
| Vat on Solicitor Fees | €40.3 | 3% | €34.6 | 3% |
| PRAI Fees | €70.0 | 5% | €60.0 | 5% |
| Estate Agent Fees | €318.3 | 22% | €287.4 | 24% |
| Total Advertising (Avg €500) | €37.9 | 3% | €32.6 | 3% |
| Solicitor Fees | €175.2 | 12% | €150.6 | 12% |
| 3rd Party Outlays (Avg €250) | €18.9 | 1% | €16.3 | 1% |
| | | | | |
| Total | €1,459.4 | 100% | €1,221.3 | 100% |



This analysis has been developed using a range of market sources which includes a number of core assumptions to cater for the gaps in market available data e.g. non-residential transactions, non-mortgage related activity and weighting for number of solicitors involved in each property transaction.

Property Related Stamp Duty Receipts

| Year | 2018 | 2019 | 2020 |
|--------------------------|-----------------|-----------------|-----------------|
| Residential Property | €171.54m | €179.22m | €158.53m |
| Non-Residential Property | €488.21m | €537.64m | €407.66m |
| | | | |
| Total | €659.75m | €716.86m | €566.19m |
| | | | |

Source: Revenue Tax Strategy Group - Review of Stamp Duty – September 2021

PRA Annual Revenue

| Year | 2018 | 2019 | 2020 |
|------|--------|--------|--------|
| | €66.9m | €69.9m | €59.7m |
| | | | |

Source: PRAI Annual Report 2020

Estate Agents estimated total commission (based on total Property Market Value estimate)

| Estate Agents Income | 2019 | 2020 |
|-----------------------------|---------------------|---------------------|
| Total Tx Value est | €18,189,164,070 | €16,424,916,008 |
| Avg Comm | 1.75% | 1.75% |
| | | |
| Est Total Commission | €318,310,371 | €287,436,030 |

Solicitors estimated total revenue (based on total Property Market transactions x solicitor estimate)

| Solicitors Income | 2019 | 2020 |
|--------------------------|---------------------|---------------------|
| Total no of transactions | 140,135 | 120,517 |
| Avg fee per tx | €1,250 | €1,250 |
| | | |
| Est Total Fees | €175,168,750 | €150,646,250 |

Source: BPFI Stats 2020

REQUISITIONS ON TITLE

2019 (REVISED) EDITION



VENDOR:

P.P.S. No./Tax No.:

Tax Type:

PURCHASER:

P.P.S. No./Tax No. :

Tax Type:

PROPERTY:

YOUR REF:

OUR REF:

The within Requisitions are the unamended 2019 (Revised) Edition of the Law Society's Requisitions on Title.
Revised October 2020

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STRIKE OUT AND/OR DETACH (WHERE APPROPRIATE) REQUISITIONS NOT APPLICABLE

1. If these Requisitions are used for the purpose of a mortgage “Vendor” shall read “Borrower” and “Purchaser” shall read “Lender”.
2. In these Requisitions any reference to any Act shall include any extension amendment modification or re-enactment thereof and any regulation order or instrument made thereunder and for the time being in force.
3. Inherent in these Requisitions is the principle that any information requested is to be provided contemporaneously with the replies, unless otherwise stated.
4. Where a requisition requests a document or a draft document, a copy or a draft as appropriate will be provided with the replies and the original on closing, unless otherwise stated.
5. The reply “Not applicable” means that the requisition is not applicable because the matter the subject of that requisition does not arise in respect of the property.

REQUISITIONS ON TITLE**REPLIES**

The following Requisitions on Title are made:-

1. PREMISES

1. a. Are there any contents included in the purchase price.
b. If so, furnish a list of same and give the Vendor's estimate of value
2. If any fixtures fittings or chattels included in the sale are the subject of any lease, rental, hire purchase agreement or chattel mortgage furnish the agreement and on closing prove payment to date or (as the case may be) discharge thereof.
3. a. Furnish a copy of a valid Building Energy Rating certificate and related advisory report in respect of the property.
b. In respect of a building in the course of construction, furnish a provisional Building Energy Rating certificate, if appropriate.
4. Which of the boundaries belong to the property and which are party.
5. In relation to boundaries, furnish any agreements as to repair maintenance or otherwise.
6. Are there any disputes with any adjoining owner. If so, furnish details.
7. Is the property registered under HomeBond, Premier, or alternative policy/scheme.
8. If so, and if still in force, furnish guarantee certificate/ final notice.

2. WATER SERVICES/LOCAL AUTHORITY SERVICES

1. Is the property serviced with:
 - a. Sewerage
 - (i) if so, state whether by Irish Water mains, on-site domestic septic tank or other on-site domestic waste water treatment system, or other
 - (ii) if by Irish Water mains, furnish evidence of registration with Irish Water
 - (iii) if by on-site domestic septic tank or other on-site domestic waste water treatment system, furnish evidence of registration of the system with Protect Our Water
 - (iv) if other, furnish details, evidence of registration of the system with Protect Our Water, and (if applicable) a Water Services Acts licence or exemption.

- b. Water
- (i) if so, state whether by Irish Water mains, on-site domestic well, group water scheme, or other
 - (ii) if by Irish Water mains, furnish evidence of registration with Irish Water
 - (iii) if by on-site domestic well, furnish details
 - (iv) if by group water scheme or other, furnish details and (if applicable) a Water Services Acts licence or exemption.
2. a. Have the roads, lanes, footpaths, public lighting and surface-water drains (the “services”) abutting the property been taken in charge by the local authority.
- b. If so, furnish a letter from the local authority or the Vendor’s solicitor’s draft certificate based on an inspection of the local authority records or personal knowledge certifying the position.
- c. Confirm that there has been no change in the position certified in the local authority letter, or in the circumstances.
- d. If the services are not in charge, furnish an indemnity under seal.
- e. If an indemnity has been given to the Vendor or his predecessor, have it assigned to the Purchaser.

3. EASEMENTS AND RIGHTS

1. a. Are there any pipes drains sewers wires cables or septic tank on under or over other property which serve the property in sale.
- b. If so, furnish details and evidence of the easement authorising same.
- c. What are the Vendor’s rights and obligations in respect of same.
2. a. Is the property subject to any right of way water light air or drainage or to any other easement or turbary right or other profit a prendre or any reservation covenant condition or restriction or to any right of any kind. If so, furnish details.
- b. Is the property subject to any liability to repair any road sewer drain or sea wall or to any other similar liability. If so, furnish details.

4. OBLIGATIONS/PRIVILEGES

1. Is any road path drain wire cable pipe boundary wall or other facility (which is not in charge of the local authority) used in common with the owner or occupier of any other property.
2. If so, furnish details and state the Vendor’s rights and obligations in respect of the aforementioned and any agreements in relation to such user.

5. FORESTRY

1. a. Is there any timber felling licence in existence.
b. If so, furnish any such licence.
2. Is there any unfulfilled condition requiring the planting or replanting of timber under the provisions of the Forestry Acts. If so, furnish details.
3. a. Have any forestry grants been obtained.
b. If so, furnish details and state whether any portion of the grant still remains payable.
c. If any forestry grants have been obtained, furnish on closing the relevant Department of Agriculture Food and the Marine indemnity form completed by the Vendor.
4. Is there any agreement affecting the right to fell trees for a definite or indefinite period. If so, furnish details.
5. Is the Vendor aware of any breach of the Forestry Acts and/or if any proceedings have been threatened, notified or issued. If so, furnish details.

6. FISHING

1. Licence
 - a. Is the property subject to a licence to fish.
 - b. If so, furnish details to include a copy of any written evidence of such licence and any conditions attached thereto.
2. Rights
 - a. (i) Is the property subject to any right to fish.
(ii) If so, furnish details to include a copy of any written evidence of such right.
 - b. (i) Is any right of way or other easement exercised in connection with such right to fish.
(ii) If so, when was it first exercised.
(iii) If so, furnish details to include a copy of any written evidence of such easement.
 - c. Furnish draft statutory declaration stating when such right to fish and any right of way or related easement was last exercised.

7. SPORTING

1. Licence
 - a. Is the property subject to a sporting licence.
 - b. If so, furnish details to include a copy of any written evidence of such licence and any conditions attached thereto.

2. Rights
 - a. (i) Is the property subject to any sporting right.
(ii) If so, furnish details to include a copy of any written evidence of such right.
 - b. (i) Is any right of way or other easement exercised in connection with such sporting right.
(ii) If so, when was it first exercised.
(iii) If so, furnish details to include a copy of any written evidence of such easement.
 - c. Furnish draft statutory declaration stating when such sporting right and any right of way or related easement was last exercised.

8. POSSESSION

Confirm that clear vacant possession of the entire property will be handed over on closing.

9. COMMERCIAL TENANCIES

1.
 - a. Is the property or any part of it let.
 - b. If so, furnish the lease or tenancy agreement.
 - c. If the tenancy agreement is not in writing, state and prove the terms of the tenancy.
 - d. If the tenant has completed a renunciation under the *Landlord and Tenant (Amendment) Act 1994*, furnish same.
 - e. If the landlord and the tenant have entered into any other agreements, furnish same if in writing or furnish details if not in writing.
2. On what date did the tenant commence occupation of the property.
3.
 - a. State name of tenant, rent payable, and gale days.
 - b. Furnish details of how the rent is paid by the tenant to the Vendor.
 - c. Has a rent review taken place. If so, furnish details of when it took place, the outcome and copy signed memorandum of rent review or copy determination.
 - d. Confirm that there are no arrears of rent.
4.
 - a. Was any security deposit paid by the tenant.
 - b. If so, state the amount paid by the tenant and furnish same to the Purchaser on closing.
5.
 - a. If the property or any part of it is or was let, is it subject to any tenant's claim or future claim for compensation or otherwise.
 - b. Is the Vendor or his agent aware of any fact which will or may give rise to any such claim.

REQUISITIONS ON TITLE**REPLIES**

6. Have any improvements been carried out by the tenant. If so, furnish details.
7. a. Confirm whether or not the tenant and the Vendor are in compliance with their respective obligations under the lease.
b. If not, furnish details of any non compliance.
8. On closing furnish letter addressed to the tenant notifying them of the sale and authorising payment of rent to the Purchaser.
9. Furnish any notices that may have been served either by the tenant or the Vendor on the other.

10. TENANCIES – RESIDENTIAL ONLY

Residential Tenancies Acts 2004 to 2016 as amended (“the Acts”) (tenant includes tenants) (rent includes rents)

1. a. Is the property or any part of it let or was it let within the last two years.
b. If so, furnish the lease or tenancy agreement.
c. If the tenancy agreement is not in writing, state and prove the terms of the tenancy.
d. If the landlord and tenant have entered into any other agreements, furnish same.
2. a. Does the property or any part of it come within the definition of a “dwelling” as defined in the 2004 Act.
b. If so, furnish details of all tenancies to which the Acts apply.
3. Confirm the commencement date of the tenancy, and if more than one, the commencement date of each tenancy.
4. a. Was any security deposit paid by the tenant.
b. If so, state the amount paid by the tenant and furnish same to the Purchaser on closing.
c. If a deposit is not held by the Vendor, furnish copy of a letter sent to the tenant advising them of the fact that no deposit was paid.
5. a. State the name of the tenant and the rent payable.
b. Furnish details of how the rent is paid by the tenant to the Vendor.
c. Confirm that there are no rent arrears.
6. a. Confirm whether or not the property is located in a Rent Pressure Zone.
b. If so and the property is not currently let, state and vouch the date the previous rent was set and the previous rent amount.
7. a. If the property is currently let, has a rent review taken place under the provisions of the Acts.

REQUISITIONS ON TITLE**REPLIES**

- b. If so, furnish details of when the rent review took place and the outcome of same and all documents in relation to same.
- 8. a. Confirm whether or not each tenancy has been registered with the Residential Tenancies Board (“RTB”) and furnish the registration reference number.
- b. If it/they have not been registered, confirm that the Vendor shall register same on or before closing and confirm the Vendor shall produce on or before closing the registration reference number of each tenancy.
- 9. a. Confirm whether any notice(s) have been served by the tenant and/or the Vendor on the other.
- b. If a notice has been served by either the tenant or the Vendor, furnish a copy of same.
- 10. a. Confirm whether any dispute has been referred to or is currently before the RTB.
- b. If so, furnish details to include a copy of any relevant order.
- c. Confirm whether or not the Vendor and/or the tenant have complied with the said order.
- d. Confirm whether the Vendor or tenant has attempted to enforce the order as issued by the RTB. If such an attempt has been made, furnish evidence of its outcome.
- e. Confirm that the Vendor shall furnish on closing an indemnity in favour of the Purchaser in respect of any dispute that is before the RTB relating to the property indemnifying the Purchaser from any damages and/or costs awarded in relation to the dispute.
- 11. On closing, furnish letter addressed to the tenant notifying them of the sale and authorising payment of rent to the Purchaser.

Landlord and Tenant (Amendment) Act 1980 as amended (“the 1980 Act”)

- 12. a. Is the property or any part of it a dwelling to which the 1980 Act applies.
- b. If so, confirm whether the tenant applied prior to 1 September 2009 for a long occupation equity lease under the 1980 Act.
- c. If so, furnish details in respect of same and any court application that may have been made.
- d. If not, confirm whether or not any notices under the 1980 Act were served on the Vendor of the tenant’s intention to claim such a lease under Section 20 of the 1980 Act.
- e. If such notice was served, furnish details.

Housing (Private Rented Dwellings) Acts 1982-1983
("the Acts")

13. a. If the property or any part of it is a dwelling within the meaning of the Acts furnish in respect of each tenant:
- (i) The date the tenant commenced to occupy the dwelling.
 - (ii) The age and marital status of the tenant.
 - (iii) The names and ages of those members of the tenant's family (within the meaning of the Acts) ordinarily residing in the dwelling.
 - (iv) Details showing the basic rent of the dwelling pursuant to the Rent Restriction Acts 1960 to 1967.
 - (v) Copies of all notices served on or by the tenant.
 - (vi) Copies of any orders determining the basic rent of the dwelling or any part thereof.
- b. Confirm that the Vendor is the landlord within the meaning of the Acts.
- c. Furnish:
- (i) Tenancy agreement.
 - (ii) Certificate of registration with the local authority.
 - (iii) Certificates of registration of changes in terms of tenancy (if any) with the local authority.
 - (iv) Certified copy court order or
 - (v) Certified copy decision of rent tribunal or
 - (vi) Certified copy decision of rent officer.
- d. (i) Has the rent of any tenancy been increased pursuant to Section 11(2) of the 1982 Act.
- (ii) If so, furnish draft statutory declaration of the landlord or his agent and certificate of registration.
- e. Confirm that a rent book has been furnished to each tenant in compliance with the Regulations pursuant to the 1982 Act.
- f. (i) Have any of the tenants made any improvement within the meaning of the Acts.
- (ii) If so, have these improvements been taken into account in determining the rent.
- (iii) If so, what proportion of the rent (if any) has been attributable to such improvements and how was this calculated.

11. OUTGOINGS

1. What is the rateable valuation of:
- a. Lands
 - b. Buildings

2. Has any work been carried out on the property which might result in the valuation being revised. If so, furnish details.
3. Has any notice or intimation been given of any change in the rateable valuation. If so, furnish details.
4. Furnish details of any remission of rates in force.
5.
 - a. Is the property subject to commercial rates to which Section 32 of the Local Government Reform Act 2014 applies.
 - b. If so, are there any arrears of commercial rates due to the local authority by either the owner or, if different, the occupier.
 - c. If so, furnish evidence of the sum due to the local authority in respect of commercial rates, including any penalty charge that has arisen under Section 32 of the Local Government Reform Act 2014.
 - d. Furnish on closing receipt/evidence of discharge of same.
6.
 - a. Is there or has there been a separate commercial water rate and/or refuse charge payable.
 - b. If so, furnish details naming the party to whom payable, the basis of the charge, and furnish any agreement or contract which regulates such payment.
7. Furnish details of any other periodic charge, annual charge, or rent charge which affects the property or any part of it.
8. Furnish on closing receipts to last accountable date in respect of all outgoings.
9. Furnish an apportionment account at least five working days prior to closing together with vouchers necessary to vouch same.
10. In respect of non-residential property, furnish on closing copy letter sent by the Vendor to the rating authority notifying them of the change of ownership.

12. NOTICES

1.
 - a. Has any notice certificate or order been served upon or received by the Vendor or has the Vendor notice of any intention to serve any notice or issue any certificate or make any order relating to the property or any part of it under the -
 - Agricultural Credit Acts
 - Air Pollution Act
 - Building Control Acts
 - Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010
 - Conveyancing Acts
 - Derelict Sites Acts
 - Electricity Supply Acts

REQUISITIONS ON TITLE**REPLIES**

Environmental Agency Act
Finance (Local Property Tax) Acts
Fines (Payment and Recovery) Act 2014
Fire Brigade Acts
Fire Services Acts
Forestry Acts
Gas Acts
Housing Acts
Housing (Private Rented Dwellings) Acts
Labourers Acts
Land Acts
Land & Conveyancing Law Reform Acts
Landlord and Tenant Acts
Local Government (Charges) Acts
Local Government (Household Charge) Acts
Local Government (Planning and Development) Acts
Local Government (Sanitary Services) Acts
Local Government Reform Act 2014
Mineral Development Acts
Multi-Unit Developments Act 2011
National Asset Management Agency Act 2009
National Monuments Acts
Office Premises Act
Petroleum and other Minerals Development Acts
Planning and Development Acts
Public Health Acts
Registration of Title Acts
Rent Restrictions Acts
Residential Tenancies Acts
Safety in Industry Acts
Succession Act
Taxes Consolidation Acts
Urban Regeneration and Housing Act 2015
Water Pollution Act
Water Services Acts
Wildlife Act
- or under any other Act or any statutory rule order
or statutory instrument

- b. Furnish any notice certificate or order so served or received.
 - c. Has the same been complied with.
2. a. Has the Vendor served any such notice.
 - b. If so, furnish copy now.

3. a. Has a notice of intention to compulsorily acquire the property or to resume possession of the property or any part of it been served on the Vendor or his agent by any local or statutory authority or body or person who has power to acquire the property compulsorily.
- b. If so, furnish copy now.

13. SEARCHES

1. Give the Vendor's full name and present address.
2. Has the Vendor ever executed any document in relation to the property in the Irish equivalent or any other variant of his name. If so, furnish details.
3. a. Has the Vendor ever committed an act of bankruptcy or been adjudicated a bankrupt in any EU jurisdiction.
- b. If so, furnish details and state if the Vendor has been discharged from bankruptcy.
- c. Has the Vendor ever entered into a personal insolvency arrangement in any EU jurisdiction.
- d. If so, furnish details and state if the Vendor has been discharged from insolvency.
4. The purchaser will make appropriate searches to include but not limited to the Registry of Deeds, Land Registry, Judgements (High Court Register of Judgements and Incumbrances affecting Real Estate), Bankruptcy, Register of EU Personal Insolvencies, Register of Debt Relief Notices, Register of Protective Certificates, Register of Debt Settlement Arrangements, Register of Personal Insolvency Arrangements, Bills of Sale, Sheriff's Office, Revenue Sheriff's Office, Sheriff's/Receiver of Fines Office, Companies Office, and Planning Office and any acts appearing on any such search must be explained and/or discharged (where applicable) by the Vendor prior to or on closing.
5. Furnish all searches in the Vendor's possession and furnish the search provided for in the contract with a full explanation (and discharge if applicable) of any acts appearing therein.

14. INCUMBRANCES/PROCEEDINGS

1. a. Is the property subject to any mortgage or charge.
- b. If so, furnish details.
- c. Evidence of release or discharge must be furnished on closing.
2. In relation to residential property or property with a residential element:
 - a. NPPR

- (i) (a) Was the property liable to the Non-Principal Private Residence (NPPR) charge on any liability date (31 July 2009, 31 March 2010, 31 March 2011, 31 March 2012, 31 March 2013) since the Local Government (Charges) Act 2009 as amended (“the 2009 Act”) came into effect.
- (b) If so, furnish certificate of discharge in respect of each relevant liability date.
- (ii) (a) If not, did the circumstances giving rise to an exemption apply.
- (b) If so, furnish certificate of exemption/statutory declaration as appropriate in respect of each relevant liability date.
- (iii) If at any liability date the property was not liable to the NPPR charge because it did not meet the definition of “residential property” as set out in the 2009 Act, furnish statutory declaration by the owner at each relevant liability date showing why the NPPR charge was not payable.
- b. Household Charge
- (i) (a) Was the property liable to the household charge on the liability date (1 January 2012) under the Local Government (Household Charge) Act 2011 as amended (“the 2011 Act”).
- (b) If so, furnish certificate of discharge or other evidence of payment.
- (ii) (a) If not, did the circumstances giving rise to either an exemption or a waiver apply.
- (b) If so, furnish certificate of exemption or certificate of waiver.
- (iii) If the property was not liable to the household charge because it did not meet the definition of “residential property” as set out in the 2011 Act, furnish statutory declaration by the owner showing why the household charge was not payable.
- c. LPT
- (i) (a) Was the property liable to local property tax (LPT) on any liability date since the Finance (Local Property Tax) Act 2012 as amended came into effect.
- (b) If so, furnish confirmation from Revenue by way of printout from Revenue’s online system that there are no outstanding amounts for LPT payable.
- (ii) If at any liability date the property was not liable to LPT furnish statutory declaration by the owner at each relevant liability date showing why LPT was not payable together with (where applicable) a copy of confirmation from Revenue by way of printout from Revenue’s online system that there are no outstanding amounts for LPT payable.

- (iii) If the Vendor is applying for specific Revenue clearance, furnish same on or prior to closing.
3. Fines (Payment and Recovery) Act 2014 (“the 2014 Act”)
- a. Has a fine (to include costs, compensation or expenses) in excess of €500 been imposed on the Vendor by a court as the result of being convicted of an offence.
 - b. If so, and if the fine remains unpaid, has a recovery order (pursuant to the provisions of the 2014 Act) been made by the court whereby an approved person or sheriff has been appointed as a receiver.
 - c. If a recovery order has been made, furnish evidence that same has ceased to have effect.
4. a. Has the Vendor or his predecessor in title received any grant in respect of the property.
- b. If so, furnish details including the date of grant approval.
- c. Is any part re-payable.
5. Has any judgment been obtained against the Vendor which is capable of being registered as a judgment mortgage. If so, furnish details.
6. Is there any litigation pending or threatened or has any court order been made in relation to the property or any part of it or the use thereof or has any adverse claim thereto been made by any person. If so, furnish details.
7. a. Has any person other than the Vendor made any direct or indirect financial contribution or been the beneficiary of any agreement or arrangement whereby that person has acquired an interest in the property or any part of it.
- b. If so, furnish details of the interest acquired or claimed.

15. VOLUNTARY DISPOSITIONS/BANKRUPTCY

1. Is there a voluntary disposition on title.
2. If so, furnish in respect of each such disposition:
 - a. A statutory declaration from the disponer that the disposition was made bona fide for the purpose of benefiting the disponent and without fraudulent intent to delay hinder or defraud or if this is not within the reasonable procurement of the Vendor confirmation that the Vendor is not aware of any such fraudulent intent.
 - b. If the disposition was made within the past 5 years evidence by way of statutory declaration of the disponer that at the date of the disposition the disponer was solvent and able to meet his/her debts and liabilities without recourse to the property disposed of.
 - c. A bankruptcy search against the disponer.

16. TAXATION**Estate Duty**

1. a. On the death of any person on the title prior to 1 April 1975 did any reversionary interest pass.
 - b. If so, was payment of estate duty arising on such passing deferred.
 - c. If so, furnish a certificate of the subsequent discharge of such duty in any case where the reversionary interest fell into possession within six years of the date of this sale.

Capital Acquisitions Tax

2. Where the title to the property or any part thereof depends on a claim of adverse possession furnish a certificate of discharge from capital acquisitions tax pursuant to Section 62 (2) of the Capital Acquisitions Tax Consolidation Act 2003 as amended by Section 128 of the Finance Act 2008.

Capital Gains Tax

3. If the consideration exceeds the capital gains tax threshold current at the date of the contract either in this sale or in the aggregate of this and previous sales between the parties hereto furnish on closing an appropriate certificate referred to in subsection 4(b) and issued under subsection 8(a) or 8A of Section 980 of the Taxes Consolidation Act 1997 as amended.
4. In the event of such certificate not being furnished on or prior to closing the Purchaser shall be bound to deduct and pay to the Revenue Commissioners 15% of the total consideration.
5. If the consideration is of such a kind that a monetary deduction cannot be made and the market value of the property exceeds the capital gains tax threshold current at the date of this contract furnish on closing an appropriate certificate as referred to in subsection 4(b) and issued under subsection 8(b) or 8A of Section 980 of the Taxes Consolidation Act 1997 as amended.
6. In the event of the certificate referred to at 16.5 not being furnished on or prior to closing the Purchaser shall be bound to give notice to the Revenue Commissioners of details of the transaction in accordance with Section 980 of the Taxes Consolidation Act 1997 and to enable the Purchaser to comply with that section the Vendor shall provide 15% of the estimated market value of the property to the Purchaser on closing.

Stamp Duty

7. Furnish details of the Vendor's tax number and tax type and property ID number for LPT, all duly vouched.
8. If the property is partially residential, furnish stamp duty apportionment form, with the Vendor's section completed, together with estate agent's valuation to vouch.

Probate Tax

9. Furnish a certificate of discharge from probate tax for any deaths on title between 18 June 1993 and 6 December 2000 where the surviving spouse inherited a life interest that will now cease or has ceased within the last 12 years.

Value-Added Tax

10. Confirm that all documents to be handed over under the contract and pursuant to the provisions of the Value-Added Tax Consolidation Act 2010 as amended and the replies to Pre-Contract VAT Enquiries have been delivered to the Purchaser or where appropriate will be delivered to the Purchaser at closing.

17. NON RESIDENT VENDOR

1. If the Vendor is non-resident for tax purposes:
 - a. Confirm that no direction has been served by the Revenue Commissioners under Section 644(2) of the Taxes Consolidation Act 1997.
 - b. On closing furnish the Vendor's confirmation in writing that no such direction has been served up to the time when the purchase monies are actually paid by the Purchaser.

18. BODY CORPORATE VENDOR ON TITLE

1. Confirm that the Vendor is incorporated in the state.
2.
 - a. Furnish in relation to the Vendor and any other body corporate on title:

Copy certificate of incorporation together with memorandum and articles of association, constitution or rules evidencing the power to acquire, hold, mortgage/charge and dispose of property and the requirements for sealing documents.
 - b. Furnish in relation to the Vendor:

Copies of all existing mortgages/charges debentures receiverships and winding up notices.
3. Furnish on closing in relation to the Vendor:
 - a. Certificate of company secretary that the Vendor has not executed any charges of any description which are not shown as registered in the Companies Registration Office.
 - b. Certificate of company secretary that no resolution to wind up the Vendor has been passed and that no notice of a meeting at which it is proposed to wind up the Vendor has issued or been published and that no petition has been presented or is pending to wind up the Vendor and no steps have been taken to place the Vendor in receivership or to have a receiver or an examiner appointed.

- c. Certificate of company secretary
- (i) that neither the Vendor nor any of its directors or secretary is a company or a person to whom Chapter 1 or Chapter 2 of Part VII of the Companies Act, 1990 or Chapters 3 to 6 of Part 14 of the Companies Act 2014 as appropriate applied/applies and
 - (ii) that no notice of intention to apply to the court or to institute civil or criminal proceedings has been served.
4. If the Vendor has issued a debenture containing a floating charge prove on closing that the charge has not crystallised by way of letter from the holder of the floating charge.
5. a. Does this transaction involve or form part of a larger transaction involving an arrangement within the meaning of Section 238 of the Companies Act 2014.
- b. If so, furnish relevant certificate of the company secretary.
- c. In respect of all transactions on title between 1 February 1991 and 31 May 2015 (both inclusive) involving an arrangement within the meaning of Section 29(1)(a) and (b) of the Companies Act 1990 and in respect of all transactions on title on or after 1 June 2015 (including this transaction) involving an arrangement within the meaning of Section 238 of the Companies Act 2014, furnish
- (i) evidence of compliance with Section 29(1) of the Companies Act 1990 and / or evidence of compliance with Section 238(1) of the Companies Act 2014 as appropriate, or
 - (ii) evidence of compliance with Section 29(3)(c) of the Companies Act 1990 and / or evidence of compliance with Section 238(3)(c) of the Companies Act 2014 as appropriate.
- for the purpose of affirming the arrangement.
6. a. Does this transaction or any other transaction on title involve or form part of a larger transaction involving a loan quasi loan or credit transaction which was prohibited by Section 31 of the Companies Act 1990 or is prohibited by Section 239 of the Companies Act 2014 as appropriate.
- b. If such transaction was not prohibited by reason of the exceptions contained in Sections 32 to 37 of the Companies Act 1990 or in Sections 240 to 245 of the Companies Act 2014 as appropriate, furnish certificate of company secretary/auditors to this effect and identifying the nature of the particular exception.

19. LAND ACTS 1965 TO 2005

1. Furnish copy of any vesting order made under Section 13 of the Land Act 1965 to provide for consolidation with the property sold.

2. If the property is subject to a land purchase annuity or land reclamation annuity of more than €200 furnish certificate of redemption value with evidence that it has been redeemed in full.
3.
 - a. If the title is not yet registered in the Land Registry confirm that there are no outstanding consents pursuant to Section 12 or Section 45 of the Land Act 1965 in relation to any transaction prior to 4 November 2005.
 - b. If there are any outstanding consents furnish a letter from the Department of Agriculture Food and the Marine confirming that if the relevant consents had been applied for prior to the commencement of the Land Act 2005 consent would have been forthcoming.

20. UNREGISTERED PROPERTY

1. Furnish a written assent by the personal representative of any person on the title who died after 31 May 1959.
2. If all or any of the property is unregistered land the registration of which was compulsory prior to the date hereof, procure such registration prior to closing.
3. If all or any of the property is unregistered land the registration of which will become compulsory by virtue of this sale furnish a map of the property duly marked complying with Land Registry mapping requirements.
4. Where may the originals of all title documents be inspected.
5. Which of them will be delivered to the Purchaser on closing.
6. If applicable who will give the Purchaser the usual statutory acknowledgement and undertaking for the production and safe custody of those documents not handed over.

21. IDENTITY

The identity of the property sold with that to which title is purported to be shown must be proved.

22. REGISTERED PROPERTY

1. Furnish the following:
 - a. Certified copy folio written up to date.
 - b. Land Registry map/file plan
 - c. Certificate of redemption value of any land purchase annuity unless such annuity will be automatically removed.
 - d. Section 72 declaration and furnish a draft should any burden under that section affect the property.

- e. Affidavit to convert possessory or qualified title to absolute where relevant.
 - f. In the case of a transfer of part of a folio a map of the property duly marked complying with Land Registry mapping requirements and an undertaking by the Vendor to discharge Land Registry mapping queries to include payment of Land Registry mapping fees.
2. Confirm that the Vendor is the registered owner.
 3. Have any dealings been registered on the folio or are any dealings pending which are not shown on the folio furnished. If so, furnish details.

23. FAMILY HOME PROTECTION ACT 1976 (“the 1976 Act”), FAMILY LAW ACT 1995 (“the 1995 Act”), FAMILY LAW (DIVORCE) ACT 1996 (“the 1996 Act”) AND CIVIL PARTNERSHIP AND CERTAIN RIGHTS AND OBLIGATIONS OF CO-HABITANTS ACT 2010 (“the 2010 Act”)

1. Is the property or any part thereof the Vendor’s “family home” or “shared home” as defined in either the 1976 Act, the 1995 Act, the 1996 Act or the 2010 Act.
2. If the answer to 23.1 is yes, furnish the prior written consent of the Vendor’s spouse / civil partner and verify the marriage / civil partnership by statutory declaration exhibiting therein copy civil marriage certificate / copy civil partnership registration certificate and furnish draft declaration and copy exhibit for approval.
3. If the answer to 23.1 is no, state the grounds relied upon and furnish draft statutory declaration with exhibits for approval verifying these grounds.
4. In respect of all “conveyances” (as defined in the 1976 Act and the 2010 Act) of unregistered property made by married persons on title on or after 12 July 1976 and by civil partners on title on or after 1 January 2011 furnish
 - a. the prior written consent, statutory declaration and exhibit mentioned in 23.2 or
 - b. the statutory declaration mentioned in 23.3 or
 - c. a statutory declaration complying with Section 54 of the 1995 Act and Section 28 of the 2010 Act as appropriate.

24. FAMILY LAW ACT 1981 (“the 1981 Act”) AND FAMILY LAW ACT 1995 (“the 1995 Act”)

1. Has there been any disposition of the property to which Sections 3 and 4 of the 1981 Act would apply.
2. If the answer to 24.1 is no, furnish statutory declaration verifying this fact on closing and furnish draft declaration for approval.

3. If such a disposition was made then the other party to the engagement and the donor must join in the deed to release and assure his / her / their respective interest(s) in the property.
4. Confirm by way of statutory declaration that Section 5 of the 1981 Act (as amended by Section 48 of the 1995 Act) does not affect the property (if such is the case) and furnish draft declaration for approval.
5. In respect of any disposition of unregistered property on title since 23 June 1981 furnish
 - a. the statutory declaration mentioned in 24.2 or
 - b. the release and assurance mentioned in 24.3 as appropriate, and
 - c. the statutory declaration mentioned in 24.4.

25. JUDICIAL SEPARATION AND FAMILY LAW REFORM ACT 1989 (“the 1989 Act”), FAMILY LAW ACT 1995 (“the 1995 Act”), FAMILY LAW (DIVORCE) ACT 1996 (“the 1996 Act”) AND CIVIL PARTNERSHIP AND CERTAIN RIGHTS AND OBLIGATIONS OF COHABITANTS ACT 2010 (“the 2010 Act”)

1. Confirm by way of statutory declaration that no application or order has been made under the 1989 Act, the 1996 Act or the 2010 Act and that no order has been made under the 1995 Act affecting the property.
2. Confirm by way of statutory declaration that this is not a “disposition” (as defined by the 1989 Act, the 1995 Act, the 1996 Act or the 2010 Act) of the property for the purposes of defeating a claim for “financial relief” (as defined in Section 29 of the 1989 Act) or “relief” (as defined in Section 35 of the 1995 Act, Section 37 of the 1996 Act and Section 137 of the 2010 Act).
3. If the Vendor acquired the property after 19 September 1989 confirm that he was a bona fide purchaser for value (other than marriage) without notice of any intention to defeat a claim for financial relief.
4. Furnish a draft of the statutory declaration mentioned in 25.1 and 25.2 in respect of the current sale of the property and, in respect of unregistered property, copies of all such statutory declarations in respect of all previous dispositions of the property on title since the 1989 Act, the 1995 Act, the 1996 Act and the 2010 Act came into operation.

26. LOCAL GOVERNMENT (PLANNING AND DEVELOPMENT) ACTS 1963 TO 1999 AND PLANNING AND DEVELOPMENT ACTS 2000 TO 2014 (“the Planning Acts”)

1. Has there been in relation to the property any development (including change of use or exempted development) within the meaning of the Planning Acts on or after 1 October 1964.

REQUISITIONS ON TITLE**REPLIES**

2. In respect of all such developments furnish (where applicable):
 - a. Grant of planning permission or
 - b. Outline planning permission and grant of approval.
 - c. Building Bye Law approval (if applicable).
 - d. Evidence of compliance with the financial conditions by way of letter/receipt from the local authority.
 - e. Certificate/Opinion from an architect/engineer that the permission/approval relates to the property and that the development has been carried out in conformity with the permission/approval and with the Building Bye-Law approval (if applicable) and that all conditions other than financial conditions have been complied with.
 - f. In respect of exempted developments in each case state the grounds upon which it is claimed that the development is an exempted development and furnish a certificate/opinion from an architect/engineer in support of such claim.
3.
 - a. Is the permission a permission which would have withered but for the provisions of Section 4 of the Planning and Development (Amendment) Act 2002.
 - b. If the said permission is a permission which would have withered in the circumstances outlined in paragraph a. above, state whether a levy has been paid or is still payable to the planning authority in the sum of 1% of the sale price if the sale price is equal to or in excess of €270,000.00 or 0.5% of the sale price if the sale price is less than that amount.
 - c. Furnish local authority receipt for payment of the levy (if applicable).
 - d. If it is stated that no levy is payable, state the reasons.
4. In respect of developments completed after 1 November 1976 furnish evidence by way of statutory declaration of a competent person that each development was completed prior to expiration of the permission/approval.
5. Is the property or any part of it:
 - a. Situate in
 - an architectural conservation area
 - an area of special planning control
 - an area of special amenity
 - a landscape conservation area
 - a strategic development zoneor other area designated under the Planning Acts for any specific purpose or objective.

- b. Subject to any actual or proposed designation of all or any of the property whereby it would become liable to compulsory purchase or acquisition for any purpose under the Planning Acts.
 - c. A protected structure or proposed protected structure as defined in the Planning Acts.
 - d. Subject to any tree preservation orders.
- 6.
- a. Is there any unauthorised development as defined in the Planning Acts. If so, furnish details.
 - b. Has any warning notice or enforcement notice been served by the planning authority, or is the Vendor aware of any proposal to serve any such notice. If so, furnish details.
 - c. Have any proceedings been initiated or threatened by any party alleging any breach of planning. If so, furnish details.
 - d. Has any written request or acquisition notice been served on the Vendor (or to the Vendor's knowledge, on any predecessors in title) indicating the planning authority's intention to acquire the property or any part of it or is the Vendor aware of any proposal to serve such a request or notice. If so, furnish details.
7. In respect of any retention permission furnish:
- a. (Save where the retention permission relates only to a change of use and there were no conditions attached to said permission or was granted in respect of a private house more than ten years ago) satisfactory evidence of compliance from an architect/engineer that the drawings submitted on the application for retention correctly show the structure(s) as built and that the conditions (if any) attached to the retention permission have been complied with.
 - b. If applicable, satisfactory evidence from an architect/engineer that the development substantially complies with the Building Bye-Laws or with the Regulations made under the Building Control Acts 1990 to 2014.
 - c. If the unauthorised development is such that Part XA of the Planning and Development Act 2000 as amended applies, provide copies of the substitute consent.
8. What is/are the present use/uses of the property.
9. Has the property been used for each of the uses aforesaid without material change continuously since 1 October 1964.
10. Furnish details of any application for permission (including retention permission) and/or approval under the Planning Acts and the Building Bye Laws and state the result thereof.

REQUISITIONS ON TITLE**REPLIES**

11. a. Has any agreement been entered into with the planning authority pursuant to Section 38 of the Local Government (Planning and Development) Act 1963 (“the 1963 Planning Act”) or Section 47 of the Planning and Development Act 2000 restricting or regulating the development or use of the property.
 - b. If so, furnish copy of same.
12. a. Has there been any application for or award of compensation under the Planning Acts.
 - b. If so, furnish copy of same.
 - c. Has a statement of compensation been registered on the planning register under Section 72 of the 1963 Planning Act, Section 9 of the Local Government (Planning and Development) Act 1990 or Section 188 of the Planning and Development Act 2000 prohibiting development of the property under Section 189 of the Planning and Development Act 2000. If so, furnish details.
13. a. If any development was carried out prior to 13 December 1989 and Building Bye-Law approval was either not obtained or not complied with furnish declaration that the development was completed prior to 13 December 1989 and that no notice under Section 22 of the Building Control Act 1990 was served by the building control authority between 1 June 1992 and 1 December 1992.
 - b. Has there been any development carried out since 13 December 1989 with the benefit of Building Bye-Law approval.
 - c. If so, furnish same and architect’s/engineer’s opinion of compliance.
14. Furnish statutory declaration by a competent person evidencing user of the property from 1 October 1964 to date.

27. BUILDING CONTROL ACTS 1990 TO 2014 AND ANY REGULATIONS ORDER OR INSTRUMENT THEREUNDER (REFERRED TO COLLECTIVELY AS “the Regulations”)

1. Is the property or any part thereof affected by any provisions of the Regulations.
2. If it is claimed that the property is not affected by the Regulations state why not.
3. a. Has a commencement notice been given to the building control authority in respect of the property.
 - b. If so, furnish a copy of same.

4. a. If a commencement notice was lodged with the building control authority on or after 1 March 2014 and Part III C of the Building Control Regulations 1997 (as inserted by the Building Control (Amendment) Regulations 2014) (“Part III C”) applies, furnish a copy (or certified copy if the certificate on the building control authority register is not accessible to the public) of the certificate of compliance on completion in the form prescribed by the Building Control (Amendment) Regulations 2014, together with evidence that it was registered by the building control authority.
 - b. If a commencement notice was lodged with the building control authority on or after 1 March 2014 and Part III C does not apply, furnish a certificate that the property is exempt from the requirements of Part III C and a certificate / opinion of compliance by a competent person confirming that all necessary requirements of the Regulations have been met.
 - c. If a commencement notice was lodged with the building control authority on or after 1 September 2015 which was accompanied by a valid declaration of intention to opt out of statutory certification in the form prescribed by the Building Control (Amendment) (No. 2) Regulations 2015, furnish a copy (or certified copy if the declaration on the building control authority register is not accessible to the public) of such declaration together with evidence that it was registered by the building control authority, and a certificate / opinion of compliance by a competent person confirming that all necessary requirements of the Regulations have been met.
 - d. If the property is affected by the Regulations and none of the circumstances described in a., b. or c. above apply, furnish a certificate / opinion of compliance by a competent person confirming that all necessary requirements of the Regulations have been met.
5. If the property is such that a fire safety certificate or a revised fire safety certificate or a disability access certificate or a revised disability access certificate or a regularisation certificate is one of the requirements of the Regulations and the Building Control (Amendment) Regulations 2014 do not apply:
 - a. Furnish a copy of the fire safety certificate or the revised fire safety certificate or the disability access certificate or the revised disability access certificate or the regularisation certificate.
 - b. Confirm that no appeal was made by the applicant for such certificate(s) against any of the conditions imposed by the building control authority in such fire safety certificate, revised fire safety certificate, disability access certificate, revised disability access certificate or regularisation certificate.
 6. a. Has any enforcement notice under Section 8 of the Building Control Act 1990 as amended been served.

- b. If so, furnish a copy of the notice and a certificate / opinion of compliance made by a competent person.
- 7. If any application has been made to the District Court under Section 9 of Building Control Act 1990 as amended furnish details of the result of such application.
- 8. a. Has any application been made to the Circuit Court or the High Court under Section 12 of the Building Control Act 1990 as amended.
- b. If so, furnish a copy of any order made by the court and evidence of any necessary compliance with such order by a certificate / opinion of a competent person.

28. SAFETY HEALTH AND WELFARE AT WORK (CONSTRUCTION) REGULATIONS 1995, 2001 AND 2003, 2006 TO 2013 AND 2013 (EACH THE "Safety Regulations")

- 1. Has any construction work been undertaken by the client at or in the property where the construction stage was subsequent to 1 March 1996 (construction work, client and construction stage each meaning as defined in the Safety Regulations in force at the relevant time).
- 2. If so, furnish copy safety file or confirm where the safety file containing the information required by the relevant Safety Regulations in force at the date of such work is available for inspection.

29. NEWLY ERECTED PROPERTY

- 1. Furnish:
 - a. Draft assurance with, where appropriate, a certificate of compliance with the building or other covenants endorsed thereon.
 - b. Site map.
 - c. Statutory declaration of identity by the Vendor's architect or other competent person confirming that the entire of the property as shown on the site map and the rights of way easements and the services relating thereto form part of the lands to which the Vendor has shown title.
 - d. Draft indemnity under seal in relation to roads footpaths sewers and all services.
 - e. Draft indemnity under seal in relation to defects.
 - f. Evidence of registration with HomeBond, Premier or alternative policy/scheme together with the policy document, and the final certification on closing.
 - g. Architect's certificate confirming that all buildings have been erected within the confines of the site as per the deed map.
- 2. If the property is registered land furnish in addition certified copy of the assurance.

30. FIRE SERVICES ACT 1981 AND 2003 (“the Fire Services Acts”)

1. a. Have any notices been served under the Fire Services Acts.
b. If so, furnish copies of same.
c. Are there any proceedings pending under the Fire Services Acts. If so, furnish details.
2. a. Has the property ever been inspected by the fire authority for the functional area within which the property is situate.
b. If so, what were its requirements.
3. Furnish architect’s/engineer’s certificate of substantial compliance with any such notices or requirements.

31. ENVIRONMENTAL

1. Is the property a European Site as defined in the Planning and Development Acts 2000 to 2014. If so, furnish details.
2. Is the Vendor aware of any European Site in the vicinity of the property which designation restricts any activity or use of the property. If so, furnish details.
3.
 - a. Has any notice, certificate, order, requirement or recommendation been served upon or received by the Vendor or has the Vendor notice of any intention to serve any notice relating to the property or any part of it under or by virtue of or pursuant to any "Environmental Laws" (meaning all laws (whether criminal, civil or administrative) including common law, statutes, regulations, statutory instruments, directives, bye-laws, orders, codes and judgements having the force of law in Ireland concerning environmental matters, control and prevention of pollution, protection or preservation or improvement of the environment.
 - b. If so, furnish copies, with evidence of compliance therewith.
4. Is the Vendor aware of any breach of any Environmental Laws in respect of the property. If so, furnish details.
5.
 - a. Has any permit, licence or consent issued under Environmental Laws in respect of the property or any activity carried out therein.
 - b. If so, furnish copies, with evidence of compliance therewith.
6. Is the Vendor aware of any form of waste as defined under the Waste Management Acts 1996 to 2011 (and including any noxious, deleterious, harmful or polluting matter) in the property which will not be removed by the Vendor prior to completion of the sale. If so, furnish details
7.
 - a. Has a radon test been carried out on the property.
 - b. If so, furnish a copy of the report.
 - c. Furnish details of any action taken to reduce radon levels.

32. FOOD AND FEED HYGIENE

1.
 - a. Is the use of the property one which required to be registered with the local health authority pursuant to the Food Hygiene Regulations 1950 as amended.
 - b. If so, furnish evidence of registration.
 - c. Furnish evidence of compliance with any requirements or undertakings relating to such registration.
2.
 - a. Is the use of the property one to which the European Communities (Hygiene of Foodstuffs) Regulations 2006 as amended or the European Communities (Food and Feed Hygiene) Regulations 2009 as amended applies.
 - b. If so, furnish evidence of registration with the competent authority for registration together with relevant approval of the competent authority or official agency of the Food Safety Authority together with evidence of compliance with any requirements relating to such registration and approval.
3.
 - a. Have there been any inspections of the property subsequent to registration with the competent authority.
 - b. If so, furnish copies of any correspondence from the competent inspecting authority in relation to such inspections.
 - c. Has any notice been served or order obtained by the competent authority, health authority, the Food Safety Authority or any official agency of the Food Safety Authority or has the Vendor or his agents any information of an intention to serve any such notice or obtain any such order.
 - d. If any such notices have been received or if any such orders have been made, furnish full copies thereof stating whether same have been complied with either in full or in part.
 - e. With regard to any such notices or orders furnish details of any undertakings given in respect thereof.

33. LEASEHOLD/FEE FARM GRANT PROPERTY

1. Furnish evidence of the title to make the lease/fee farm grant.
2. Prove performance and observance of the covenants and conditions contained in the lease/fee farm grant.
3. Has any notice affecting the property been served by the lessor/grantor. If so, furnish details.
4. Has there been any breach non-observance or non-performance of any of the covenants conditions or stipulations contained in the lease/fee farm grant. If so, furnish details.
5. Produce for inspection and furnish on closing the last receipt for rent payable.
6.
 - a. State the name and address of the person to whom the rent is now payable and the amount payable showing any deductions or adjustments.
 - b. On closing, furnish copy letter sent to such person notifying them of the assignment.
7. If the rent is nominal and has not been demanded in the case of a lease for six years or a fee farm grant for twelve years furnish a draft of a declaration by the Vendor stating that:
 - a. No rent during that period has been demanded.
 - b. No notices have been served upon him.
 - c. There have been no breaches or non-observance of the covenants and conditions contained in the lease/fee farm grant.
8. Confirm that an allowance will be made in the apportionment account in respect of any unpaid rent for the past six / twelve years.
9. Furnish the consent of the landlord to the assignment (if applicable) by way of endorsement on the deed.

34. ACQUISITION OF FEE SIMPLE

Under the Landlord and Tenant (Ground Rents) Act 1967 as amended ("the 1967 Act")

1. Has the Vendor taken any steps to acquire the fee simple under the 1967 Act procedure. If so state:-
 - a. If the application is based on the property being
 - (i) A dwelling
 - or
 - (ii) A commercial property
 - b. If the application is based on compliance with the conditions set out in
 - (i) Sections 9 and 10 of the Landlord and Tenant (Ground Rents) (No. 2) Act 1978 ("the 1978 Act")
 - or
 - (ii) Section 15 of the 1978 Act
2. If the conditions in Section 9 of the 1978 Act are complied with state which, if any, of the alternative provisions of Section 10 of the 1978 Act are relied on.
3. Furnish a copy of:
 - a. Any notice served by the Vendor and
 - b. Any written response from the landlord or any party holding a superior interest.
4. Confirm that the application is not affected by any of the restrictions set out in Section 16 of the 1978 Act as amended.
5. If the conditions in Section 15 of the 1978 Act are relied on and complied with state
 - a. The nature of the yearly tenancy relied on as described in Section 15 (b) of the Act
 - b. The basis on which the land otherwise qualifies under the section.
6. Furnish a copy of any draft conveyance in connection with the application.

Under Part III of the Landlord and Tenant (Ground Rents) (No. 2) Act 1978 ("the 1978 Act")

7.
 - a. Has the Vendor taken any steps to acquire the fee simple under the 1978 Act procedure. If so, furnish details.
 - b. If a vesting certificate has been applied for but has not issued confirm whether the application for the vesting is being processed by way of consent or arbitration.
8. Furnish a copy of:
 - a. Any form of consent furnished by the landlord.
 - b. Any application for vesting which has been served by the Vendor.
 - c. Any written response from the landlord.

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- d. Any notices served by the Vendor on the landord or on any party holding a superior interest.
- 9. If an application for vesting has been lodged in the Land Registry furnish a copy of any communication from the Property Registration Authority.
- 10. If the acquisition is by way of consent furnish the consent of the original applicant to the issue of the vesting certificate in the name of the Purchaser.
- 11. If the acquisition is by way of arbitration furnish the consent of the original applicant to the continuation of the arbitration by the Land Registry on behalf of the Purchaser.
- 12. If the vesting certificate has issued and been lodged for registration but has not been registered arrange to have registration effected prior to closing.

Other

- 13. If the Vendor has taken steps to acquire the fee simple and the acquisition is not by way of vesting certificate or under the 1967 Act procedure, furnish details.

35. LOCAL GOVERNMENT (MULTI STOREY BUILDINGS) ACT 1988 ("the 1988 Act")

1. Is the property or any part of the property a multi storey building within the meaning of the 1988 Act or does it form part of a development in which there is a multi storey building with which it shares a common management company.
2. If so, is it governed by:
 - a. The Regulations as defined in requisition 27 or
 - b. The 1988 Act.
3.
 - a. If the answer to 1. above is no because the entire building was constructed prior to 1 January 1950, furnish a statutory declaration by a person who can prove satisfactorily that the building was so constructed.
 - b. If the answer to 2.b. above is yes, reply to requisitions 4. to 9. below.
4.
 - a. Has a notice been served by the local authority under Section 2(2) of the 1988 Act.
 - b. If so, furnish a copy of same.
 - c. Whether or not such a notice has been served and the construction of the building was completed prior to 14 November 1988 furnish a certificate from a competent person in accordance with Section 3(a) or a declaration in accordance with Section 3(b) of the 1988 Act.
5. Where a certificate has been submitted to the local authority pursuant to Section 3 of the 1988 Act:
 - a. State whether or not the same is in accordance with the appropriate form provided for in the regulations made and in force under the 1988 Act.
 - b. Furnish a copy of the said certificate.
6.
 - a. Has any work been carried out to the building which might nullify the effect of a certificate furnished in accordance with Section 3 and require a further certificate in accordance with Section 5 of the 1988 Act.
 - b. If so, furnish a certified copy of such certificate.
7. If the building is a multi-storey building the construction of which was not completed prior to 14 November 1988, furnish a certified copy of the certificate in the prescribed form submitted to the local authority pursuant to Section 4 of the 1988 Act.
8. Have any notices been served under the 1988 Act which have not yet been complied with. If so, furnish details.
9. Where any certificate has been submitted to the local authority under the 1988 Act furnish a letter from the local authority confirming that the certificate has been placed on the register.

36. NEW OR SECOND-HAND PROPERTY IN A MANAGED DEVELOPMENT TO WHICH THE MULTI-UNIT DEVELOPMENTS ACT 2011 (“the MUDs Act”) APPLIES

Reply to 1.–18. and either 19.–23. or 24.–26. below

All units in a multi-unit development

1. Furnish evidence by way of Companies Office search that the owners management company (“the OMC”) is registered in the Companies Office.
2.
 - a. Confirm if the OMC has received any notice threatening a strike-off or liquidation.
 - b. If any such notice has been served, furnish details.
3. Furnish certified copy certificate of incorporation and memorandum and articles of association of the OMC or constitution of the OMC if incorporated on or after 1 June 2015.
4. Furnish either:
 - a. Copy folio and file plan showing the OMC as registered owner of the common areas and of the reversions in the residential units, or
 - b. Copy deed of assurance of the common areas and of the reversions in the residential units to the OMC.
5.
 - a. If no contract for the sale of a residential unit in the multi-unit development was entered into prior to 24 January 2011, confirm that the voting rights of the members and the name of the OMC are in compliance with Section 14 of the MUDs Act.
 - b. If any such contract was entered into prior to the 24 January 2011, confirm that the voting rights of members comply with Section 15 of the MUDs Act.
6. Confirm:
 - a. That one OMC is or will be responsible for the management of the external and/or internal common areas of the entire multi-unit development and all the services relating thereto.
 - b. That the only shareholders/members in the OMC are the unit owners.
 - c. How the service charge is apportioned between the unit owners.
 - d. There has been no breach of Section 16 of the MUDs Act.
7. Who is presently managing the multi-unit development.
8. If a firm of managing agents has been engaged state:
 - a. The name of the firm.
 - b. The terms of their engagement including (in particular) the amount of their charges.

- c. Whether they are employed by the developer or the OMC.
9. Furnish the name of the solicitor or firm of solicitors representing the OMC.
10. a. Are there house rules of the OMC other than as set out in the memorandum and articles of association / constitution or in the lease.
- b. If so, furnish details of these rules and confirm that they were made in accordance with Section 23(4) of the MUDs Act.
11. a. Has the OMC put a sinking fund into effect in accordance with Section 19 of the MUDs Act.
- b. If so, what is the present level of the fund and where and in whose name is it held.
- c. What is the amount of contribution required under Section 19 (5) of the MUDs Act.
12. a. What is the amount of the service charge currently payable.
- b. Furnish details of the scheme in respect of annual service charges as required under Section 18 (1) of the MUDs Act.
- c. Furnish a copy of the estimate for the current service charge year as required under Section 18 of the MUDs Act.
- d. Confirm that the estimate was considered and approved as required under Section 18(2) of the MUDs Act.
- e. Furnish a copy of the last annual report as required under Section 17 of the MUDs Act and confirm that all requirements in relation to the annual meeting have been complied with by the OMC.
- f. Furnish the accounts of the OMC for the previous financial year.
13. Is the Vendor or the OMC aware of any possible claim against the funds of the OMC. If so, furnish details.
14. Is the Vendor or the OMC aware of any proposal by the OMC to carry out any repair work or incur other expenditure which would substantially affect the service charge payable at present. If so, furnish details.
15. Has any application to court been made or is pending or has been threatened by any person under Section 24 of the MUDs Act in relation to the OMC or the multi-unit development. If so, furnish details.
16. Has the OMC entered into any contracts which would contravene Section 32 of the MUDs Act. If so, furnish details.
17. a. Furnish a certified copy of the current block insurance policy together with evidence that it is in force.
- b. Prior to closing furnish a letter of interest noting the name of the Purchaser's mortgagee (if applicable).

18. Furnish on closing;

- a. Copy letter sent to the OMC confirming the change in ownership and giving the name and address of the Purchaser.
- b. Written confirmation from the OMC that the service charge has been paid up to date.

Multi-unit development in which a residential unit was not sold prior to 1 April 2011

19. Confirm that the OMC complies with Section 3 (5) of the MUDs Act.

20. Furnish:

- a. A copy of the certificate required under Section 3(1)(c) of the MUDs Act.
 - b. A copy of the contract referred to in Section 3(1)(d) of the MUDs Act.
 - c. Confirmation that the OMC had legal representation and was not represented by the same solicitor or firm of solicitors as the developer or owner of the common areas as required under Section 3(6) of the MUDs Act.
 - d. The name of the solicitor or firm of solicitors representing the OMC.
21. If the development stage has ended, furnish a copy of the statutory declaration required under Section 11 of the MUDs Act.
22. a. Has any request been made under Section 12 of the MUDs Act.
- b. If so, furnish details and a copy of the statutory declaration required.
23. If the development stage of the multi-unit development has ended, furnish written confirmation from the OMC that the documents specified in Schedule 3 of the MUDs Act have been furnished to it.

Multi-unit development in which a residential unit was sold prior to 1 April 2011

24. If the development stage has ended, furnish a copy of the statutory declaration required under Section 11 of the MUDs Act.
25. a. Has any request been made under Section 12 of the MUDs Act.
- b. If so, furnish details and a copy of the statutory declaration required.
26. If the development stage of the multi-unit development has ended, furnish written confirmation from the OMC that the documents specified in Schedule 3 of the MUDs Act have been furnished to it.

37. NEW OR SECOND-HAND PROPERTY IN A MANAGED DEVELOPMENT TO WHICH THE MULTI-UNIT DEVELOPMENTS ACT 2011 (“the MUDs Act”) DOES NOT APPLY

1.
 - a. Is the unit one which either currently or on closing will have the benefit of services provided to it and in respect of which service charges will be levied.
 - b. If so, are or will those services be provided by a management company which levies service charges for those services.
 - c. If so, who are the members of such management company.
 - d. Is the Vendor a member of the management company.
 - e. If so, the Vendor must arrange to have the Purchaser succeed to such membership on closing.
2.
 - a. Furnish a copy of the memorandum and articles of association / constitution (if incorporated on or after 1 June 2015) of the management company.
 - b. Confirm that the management company remains registered in the Companies Registration Office, and that all returns are up-to-date.
 - c. Confirm that no petition to wind up the company has been served and that the company is not listed for “strike off”.
 - d. What was the date of the last annual general meeting of the management company.
 - e. Furnish a copy of the last set of annual accounts produced by the management company.
 - f. Can any persons who are not the developer or the owners of units in the development be members of the management company.
 - g. If so, are any such persons currently members of that company.
 - h. If so, furnish their names.
 - i. Is the Vendor aware of any claim against the management company’s funds. If so, furnish details.
3.
 - a. Is any service charge levied or to be levied on the basis of the respective letting areas of the units in the development.
 - b. If not, on what basis is any service charge levied or to be levied.
 - c. Furnish details of the voting rights in the management company.
4.
 - a. Has a firm of managing agents been appointed to manage the development.
 - b. If so, furnish the name of the firm of managing agents.

REQUISITIONS ON TITLE**REPLIES**

- c. If not, who is currently managing or is intended to manage the development.
 - d. If a firm of managing agents has been appointed is that firm registered with the Property Services Regulatory Authority.
 - e. Has the firm of managing agents been appointed by the developer or the management company.
 - f. Furnish a copy of the agreement under which the managing agents have been appointed
 - g. Are there any rules of the management company other than in the title documents and in the memorandum and articles of association / constitution.
 - h. If so, furnish a copy of such rules.
5. a. Is there a block insurance policy for the development.
- b. If so, furnish a copy of the policy.
- c. The interest of any mortgagee of the Purchaser must be noted on the policy before closing and evidenced by letter from the insurance company confirming it will not lapse, cancel or fail to renew the policy without first giving at least 15 days' notice to the mortgagee.
- d. Is the Vendor aware of any outstanding claim having been made under the policy. If so, furnish details.
6. a. Is it intended that the common areas and the reversions to any leases of units in the development be assured to the management company.
- b. If so, has this been done already.
- c. If not, when is it intended to effect such transfer.
- d. If it has already been done, furnish a copy of the assurance to the management company or a copy folio showing the management company registered as owner of the common areas.
- e. If not, furnish a copy of any contract for the assurance of the common areas and reversionary interests to the management company together with any undertakings from the developer or management company relating to the same.
7. a. Has a sinking fund or reserve fund been established.
- b. If so, furnish the accounts of the fund.
- c. If not, is it intended to establish such a fund.
- d. Is the Vendor aware of any proposal by the management company to carry out works or incur any other expenditure which would substantially alter the level of service charge currently payable. If so, furnish details.

REQUISITIONS ON TITLE

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- 8. a. Furnish a map of the development with the location of the unit marked.
- b. Confirm that a standard form of lease or other assurance has been or will be used in respect of each unit assured.
- 9. Furnish on closing:
 - a. Copy letter to the OMC confirming the change in ownership and giving the name and address of the Purchaser.
 - b. Written confirmation from the OMC that the service charge has been paid to date.

38. TAX BASED INCENTIVES/DESIGNATED AREAS

1. Is the property eligible for tax reliefs, allowances or benefits.
2. If so, under which of the Tax/Finance Acts is it so eligible.
3. Furnish all documents required to transfer allowances to the Purchaser.

**39. NATIONAL ASSET MANAGEMENT AGENCY
ACT 2009 (“the NAMA Act”)**

1.
 - a. Is the property or any part of it affected by any easement or profit a prendre arising under Section 144 of the NAMA Act. If so, furnish details.
 - b. Is the Vendor aware of any circumstances which might give rise to any claim that such an easement or profit a prendre affects the property or any part thereof. If so, furnish details.
2.
 - a. Has an initial notice been published and/or served in respect of the property or any part of it under Section 160 of the NAMA Act.
 - b. If so, furnish a copy of same.
 - c. Is the Vendor aware of any proposal to serve any such notice. If so, furnish details.
3.
 - a. Is the property or any part of it “relevant land” within the definition of that term in Section 172(1) of the NAMA Act.
 - b. If so, furnish a copy of the notice served on NAMA under Section 172 together with an acknowledgement from NAMA in relation thereto.
 - c. Is the Vendor aware of any circumstances which might give rise to a claim by NAMA that the property or any part of it is or might comprise “relevant land”. If so, furnish details.
 - d. Is the Vendor required to notify NAMA of any “dealing” in the property pursuant to Section 172 of the NAMA Act.
 - e. If so, furnish for consideration evidence that reasonable written notice of this “dealing” in the property was given to NAMA and the response if any from NAMA thereto.
 - f. Did any previous dealing on title require notification to NAMA under Section 172(1) of the NAMA Act. If so, furnish details.
4.
 - a. Is any party on title a person prohibited from acquiring an interest in the property or any part thereof by reason of Section 172(3) of the NAMA Act. If so, furnish details.
 - b. Is or was any party on title a debtor to NAMA in relation to the property or connected with such a debtor in any of the manners set out in Section 172(3) of the NAMA Act.
 - c. If so and it is claimed that no such persons were in default in relation to any acquired bank asset, furnish confirmation from NAMA that there has been no such default.

REQUISITIONS ON TITLE

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- 5. a. Has any application been made to the court by NAMA or a NAMA group entity under Section 211 of the NAMA Act affecting the property or any part thereof. If so, furnish details.

- b. Is the Vendor aware of any circumstance whereby the proposed sale or any prior disposition on title might defeat, delay or hinder the acquisition by NAMA or a NAMA group entity of an eligible bank asset, or impair the value of an eligible bank asset or any rights (including a right to damages or any other remedy, a right to enforce a judgement and a priority) that NAMA or the NAMA group entity would have acquired or increased a liability or obligation but for this proposed sale or any prior disposition on title. If so, furnish details.

For the purposes of Requisitions 40 to 43 (inclusive), reference to the Vendor shall include the licensee as the context requires or admits.

40. LICENSING

1. a. Is there a current licence attached to the property.
 - b. If so, state fully and concisely the character of the licence and furnish a complete copy thereof (front and back).
2. Is the licence a Publican's Licence (Ordinary) entitling the holder thereof to sell intoxicating liquor whether for consumption on or off the property during the ordinary hours of opening permitted by law.
3. Specify the statute and section(s) pursuant to which the licence was granted.
4. a. On what date was the licence first granted.
 - b. If this information cannot be ascertained state whether the licence was first granted prior to or subsequent to 31 July 1902.
5. Does the licence carry the benefit of any special or general exemptions.
6. Are there any conditions restrictions or qualifications attaching to the licence including conditions agreed with any authority by the Vendor. If so, furnish details.
7. Has the property regularly been opened for the conduct of the publican's business in the past 12 months.
8. Furnish plan of the property showing the exact extent of the property covered by the licence.
9. Are there any statutory provisions relating to the structural lay-out or user of the property non-compliance with which might affect the validity of the licence or the right to renew. If so, furnish details.
10. a. Has the property ever been altered or enlarged since the date upon which the same was first licensed.
 - b. If so, was an application made to the court and an order granted under Section 6 of the Licensing (Ireland) Act 1902 as amended by Section 24 of the Intoxicating Liquor Act 1960.
 - c. If so, furnish copy order together with a copy of the certified copy plans lodged in court.
11. Did the current or any previous licensee give any undertaking to the court or to any objector in relation to the conduct of the property or otherwise. If so, furnish details.
12. Is there any mortgage of any nature charge burden or equity affecting the property which would give any person other than the licensee either a legal or equitable interest in the licence. If so, furnish details.

REQUISITIONS ON TITLE**REPLIES**

13. Furnish details of all convictions against the licensee for the time being during the past six years or since the date upon which the licence was first granted whichever date is the later.
14. Are there any convictions or endorsements recorded on the licence at present. If so, furnish details.
15. Has there at any time been an application for an order pursuant to Section 30 of the Intoxicating Liquor Act 1927 directing that any offences recorded should cease to be recorded within the past ten years. If so, furnish details in particular of the date or dates of such orders.
16. Are there any summonses or prosecutions pending against the Vendor for an alleged breach or breaches of the licensing laws. If so, furnish details.
17. Confirm that all the proper notices have been served for renewal of the licence if applicable.
18. Confirm that:
 - a. The current licence will be endorsed by the Vendor and furnished to the Purchaser on closing.
 - b. The Vendor will take all steps necessary including attendance at court if required to facilitate the transfer of the licence to the Purchaser.
19.
 - a. Was compliance with any requirements of the fire authority outstanding at the last annual licensing sessions or has notice of any requirements been issued since that date.
 - b. If so, furnish certificate from the fire authority confirming compliance therewith.
20.
 - a. Has the Vendor served one calendar month's notice on the fire authority of his intention to apply for the renewal of a licence at the next annual licensing sessions (if applicable).
 - b. If so, furnish copy notice and any reply received (if applicable).
21. Has the Vendor been convicted of a drug trafficking offence or an offence under Section 19 (1) (g) of the Misuse of Drugs Act 1977.

41. RESTAURANT/HOTEL

1.
 - a. Has the property an Hotel Licence attached thereto which issued pursuant to Section 2 (2) of the Licensing (Ireland) Act 1902.
 - b. If so, confirm that there is no public bar on the property.
 - c. If there is furnish copy of an order pursuant to Section 19 of the Intoxicating Liquor Act 1960 so authorising.
2. On what date was the property first certified by the court as being suitable to receive an hotel licence.
3. State the number of apartments at present set apart and used exclusively as sleeping accommodation for travellers.
4. If the property was certified as an hotel either under the provisions of Section 42(1) of the Tourist Traffic Act 1952 or Section 20 of the Intoxicating Liquor Act 1960 furnish the current certificate of registration from Fáilte Ireland.
5. Has Fáilte Ireland served any notice of additional requirements which must be complied with before the next annual licensing sessions. If so, furnish details.
6. Has any grant been paid to the licensee or any other person in respect of the property by Fáilte Ireland. If so, furnish details.
7.
 - a. Has the property been certified as being suitable to receive a full or limited Restaurant Certificate pursuant to the Intoxicating Liquor Act 1927.
 - b. If so, furnish a copy of current certificate and confirm that the original will be furnished on closing.

42. SPECIAL RESTAURANT LICENCE

1.
 - a. Is the licence a Special Restaurant Licence issued pursuant to Sections 8 and 9 of the Intoxicating Liquor Act 1988.
 - b. If so, furnish a complete copy of the current licence.
 - c. Confirm that the original current licence will be endorsed by the Vendor and handed over to the Purchaser on closing.
2. On what date was the licence first granted.
3. Furnish a complete copy of the plans lodged in court upon the grant of the court certificate authorising the issue of the licence.
4. Have any alterations been made to the property from the position as shown in the said plans which might affect the validity of the licence or might adversely affect the renewal thereof. If so, furnish details.
5.
 - a. Has the property been extended or enlarged from the position as shown in the said plans.
 - b. If so, furnish details together with a copy of the plan showing the extended area.
6. Has any application been made and any order granted by the court consequent upon any such extension or enlargement. If so, furnish details.
7.
 - a. Has the Vendor given any undertaking (formally or otherwise) to the local health authority, the fire authority, the Gardaí, the courts or any other party for the purpose of obtaining the grant or renewal of the licence or any registration certification withdrawal of objection or otherwise in connection with same.
 - b. If so, furnish details and confirm that such undertaking has been fully complied with.
8. Confirm that all proper notices have been served for the renewal of the licence if applicable.

43. PUBLIC DANCING LICENCE &**PUBLIC MUSIC AND SINGING LICENCE**

1. a. Is there a public dancing licence attached to the property.
b. If so, furnish same and a copy of the current public liability insurance policy.
2. a. Is there a public music and singing licence attached to the property.
b. If so, furnish same endorsed by the Vendor to the Purchaser.
3. In respect of the licences referred to at 1 and 2:
 - a. Has the public dancing licence or the public music and singing licence been revoked pursuant to Section 3 of the Licensing (Combating Drugs Abuse) Act 1997.
 - b. Has an application been made to the District Court to have the licence revoked pursuant to Section 3 of the Licensing (Combating Drugs Abuse) Act 1997. If so, furnish details.
 - c. Is the Vendor aware of any circumstances which could give rise to an application being made under Section 3 of the Licensing (Combating Drugs Abuse) Act 1997. If so, furnish details.
 - d. Did the current or any previous licensee give any undertaking to the court or to any objector in relation to the conduct of the property or otherwise. If so, furnish details.

44. URBAN REGENERATION AND HOUSING ACT 2015 AS AMENDED ("the Act")

1. Is or was the property a vacant site as defined in Section 5 of the Act and entered on the vacant sites register pursuant to the Act. If so, furnish details.
2.
 - a. Has a vacant site levy become due and payable in respect of the property pursuant to the Act.
 - b. If so, furnish certificate(s) of discharge for each year a levy was due to the planning authority in respect of the property.
3. Is the Vendor aware of any intention or proposal by the planning authority to enter the property onto the vacant sites register. If so, furnish details.
4.
 - a. Has any notice (including, without limitation, notice of the planning authority's (or An Bord Pleanála's) intention or proposal to enter the property onto the vacant sites register, notice of the entry of the property on the vacant sites register and/or notice of the determination of the market value by the planning authority and/or notice under Section 11 of the Act) or demand been served upon or received by the Vendor or has the Vendor notice of any intention or proposal to serve any notice or demand relating to the property or any part of it under or by virtue of the Act.
 - b. If so, furnish copies.
5.
 - a. Has the Vendor served any appeal or notice on the planning authority, An Bord Pleanála, the Valuation Tribunal, the High Court or any other relevant party under or by virtue of the Act relating to the property.
 - b. If so, furnish copies.

45. CLOSING

Furnish on closing the following documents:

(Continued overleaf)

(Continued overleaf)

REQUISITIONS ON TITLE

REPLIES

Dated the _____ day of _____ 20____

Solicitors for the Vendor, for and on behalf of the Vendor

REQUISITIONS ON TITLE

2019 (REVISED) EDITION



VENDOR:

PURCHASER:

PROPERTY:

YOUR REF:

OUR REF:



eCONVEYANCING: BACK TO BASIC PRINCIPLES

VISION OF AN ELECTRONIC SYSTEM OF CONVEYANCING ('eVISION')

LAW SOCIETY eCONVEYANCING TASK FORCE

INTRODUCTION

In 2002 the Law Reform Commission established a Working Group to look at introducing a system of electronic conveyancing (eConveyancing) in Ireland. The Group identified three main areas which required examination. These were: changes to the existing law, changes in the conveyancing process itself and changes required to State services associated with the process.

Progress in relation to the first area has been rapid. A joint project established by the Law Reform Commission with the Department of Justice, Equality and Law Reform produced a consultation paper entitled Reform and Modernisation of Land Law and Conveyancing Law (LRC CP 34-2004). This was published in tandem with a major conference held in U.C.D. in November 2004 as a result of which the Land and Conveyancing Law Reform Bill 2006 is due to be enacted shortly.

In relation to the conveyancing process, the Law Society formed the view that it should endorse the development of eConveyancing as a means for solicitors to do the business of land transfer quickly and efficiently. This view was encouraged by the rapid and successful rollout of electronic and online services such as the Property Registration Authority's landdirect.ie, the Revenue Online Service and proposals for eStamping, all of which have been embraced by solicitors.

The Law Society, as a leading stakeholder, was very pleased to be asked by the Law Reform Commission to devise a vision for eConveyancing. In 2005 the Society established a Task Force to deal with this important issue. As the scale of the project became apparent, the Society appointed a full-time Executive to carry out research and to work with the Task Force.

This document sets out a vision for eConveyancing, as conceived by the Task Force, and reflects three years of research and consultation. This involved looking at systems in Canada, New Zealand, Australia, Estonia, Netherlands, England and Wales and many other countries, both in Europe and further afield. This gave the Task Force the opportunity to find out what has worked, or will work best, and to apply this to the Irish context.

1. WHAT IS CONVEYANCING?

Conveyancing is the process of transferring title to land from one person to another, typically, where one person buys another's house. The process ensures that the purchaser gets proper title to their property and that the property will be unaffected by matters which can currently attach to title e.g. charges for tax, non-compliance with planning, financial interests of spouses, judgments or otherwise. The process that is currently in place has evolved over several hundred years.

2. WHAT IS eCONVEYANCING?

eConveyancing, or electronic conveyancing, can be described as a secure, paperless, electronic, end to end, pre-sale to post-completion, conveyancing process.

3. WHY eCONVEYANCING?

Is the existing process broken? It isn't, but it is creaking at the seams. The current process is not adapted to deal with modern society, increased volume and diversity of transactions and market expectations for speed and transparency. It is hampered by a complex, cumbersome legislative framework and thus inherent delay.

We have taken the view that the introduction of eConveyancing provides an ideal opportunity for a root and branch

review of the entire conveyancing process. In particular, the introduction of the following major changes will, we believe, smooth the path towards full eConveyancing.

4. WHAT IS OUR VISION?

■ BACK TO BASICS

In developing a system of electronic conveyancing the Task Force strongly recommends that the process revert back to simply transferring title. How is that different to what is happening now?

The conveyancing process has been used by the State as a tool for implementing social policy, for the collection of tax, for statutory enforcement and various other aims, for which the process was not designed. As a result, even the most basic residential conveyance now requires multiple enquiries that have little to do with ownership, transfer and security of title. All these enquiries add to the complexity of the conveyancing process and ultimately, to the cost to the consumer.

Thus, our primary recommendation is that the process be pared back to its basics. Each element of the process should be examined and only those elements in the current process which impact on the transfer of title should be retained. Much detailed legislative, procedural and administrative reform will be required to achieve this. In particular, we believe that for eConveyancing to work, the following innovations will be required:

■ TITLE BY REGISTRATION, NOT REGISTRATION OF TITLE

Title to all land in the State, and any interests in land, whether as owner, lender or otherwise, must be registered in the Land Registry. No interest should affect title unless it is registered. The title Register should be definitive, conclusive and all encompassing.

This means that all rights which currently affect land without registration must be removed. For example:

- Section 72 of the Registration of Title Act 1964 should be repealed,
- The right of the official assignee of a bankrupt to deal with land should only arise on registration of the bankruptcy on the folio,
- No judgments or other court order should affect land unless and until they are registered,
- The Sheriffs' power to seize leasehold land should be repealed,
- Consideration should be given as to whether the objectives of Section 3 of the Family Home Protection Act 1976 are needed in a modern context.

These are only a few examples of the changes required. There are many instances where the title of a person can be undermined or devalued by the establishment of rights by some other party. The onus must be on that other party to assert their rights by registration. In the absence of such assertion, and registration, the registered owner should be able to freely deal with their interest in their property without a purchaser having to undertake numerous searches and without the vendor having to execute a myriad of documentation.

■ eCONVEYANCING, NOT eREGISTRATION

Many other jurisdictions, which we examined, have made what we consider to be a fundamental mistake. They have "electronified" their existing paper systems. We believe that this is the wrong



APPENDIX 1

DIAGRAM TERMINOLOGY

Vendor = eV

Purchaser = eP

Vendor's Solicitor = eVS

Purchaser's Solicitor = ePS

Vendor's Lender = eVL

Purchaser's Lender = ePL

Auctioneer = eA

The diagram at Appendix 3 represents a transaction where no new covenants, conditions or easements are being created. Therefore no deed is required to be executed by the parties.

The diagram at Appendix 5 represents a transaction where covenants, conditions or easements are being created. Therefore a deed is required setting out the new covenants, conditions or easements.

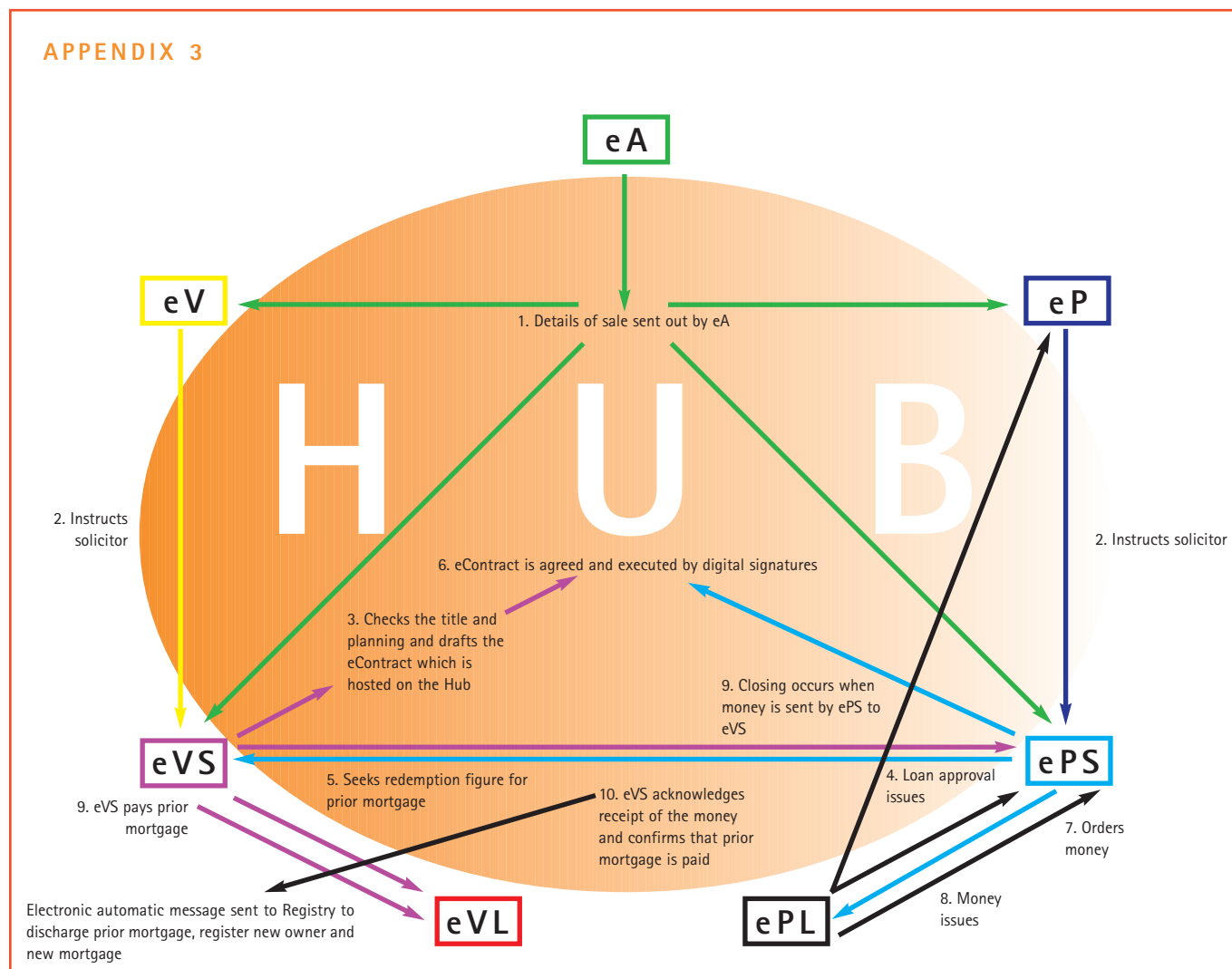
Both diagrams represent transactions where the purchaser's solicitor ensures that the mortgage is registered on behalf of the purchaser's lender. These diagrams require modification where the lender nominates a solicitor to act on its own behalf.

APPENDIX 2

SEQUENTIAL STEPS FOR DIAGRAM AT APPENDIX 3

Transactions where no new covenants, conditions or easements are being created i.e. one step system

- **Step 1**
eA electronically sends details of the sale agreed to eV, eP, eVS and ePS
- **Step 2**
eV and eP instruct their solicitors
- **Step 3**
eVS checks the title and planning through the Hub and drafts the eContract which is then hosted on the Hub
- **Step 4**
Loan approval issues electronically to eP and ePS
- **Step 5**
eVS applies electronically for redemption figure for prior mortgage
- **Step 6**
ePS and eVS agree terms of eContract and this is executed by digital signatures
- **Step 7**
ePS orders money from ePL



- **Step 8**
Money issues from ePL
- **Step 9**
Closing occurs when the money is sent by ePS to eVS
eVS pays eVL the amount of the prior mortgage
- **Step 10**
eVS acknowledges receipt of the money and confirms that the prior mortgage has been paid

This triggers an automatic electronic message to the Register to discharge the prior mortgage, register the new owner and the new mortgage.

APPENDIX 4

SEQUENTIAL STEPS FOR DIAGRAM AT APPENDIX 5

Transactions where new covenants, conditions or easements are being created i.e. two step system

- **Step 1**
eA electronically sends details of the sale agreed to eV, eP, eVS and ePS
- **Step 2**
eV and eP instruct their solicitors
- **Step 3**
eVS checks the title and planning through the Hub and drafts the

eContract and eDeed which are then hosted on the Hub

- **Step 4**
Loan approval issues electronically to eP and ePS
- **Step 5**
eVS applies electronically for redemption figure for prior mortgage
- **Step 6**
ePS and eVS agree terms of eContract and eDeed and then eContract is executed by digital signatures

- **Step 7**
ePS orders money from ePL

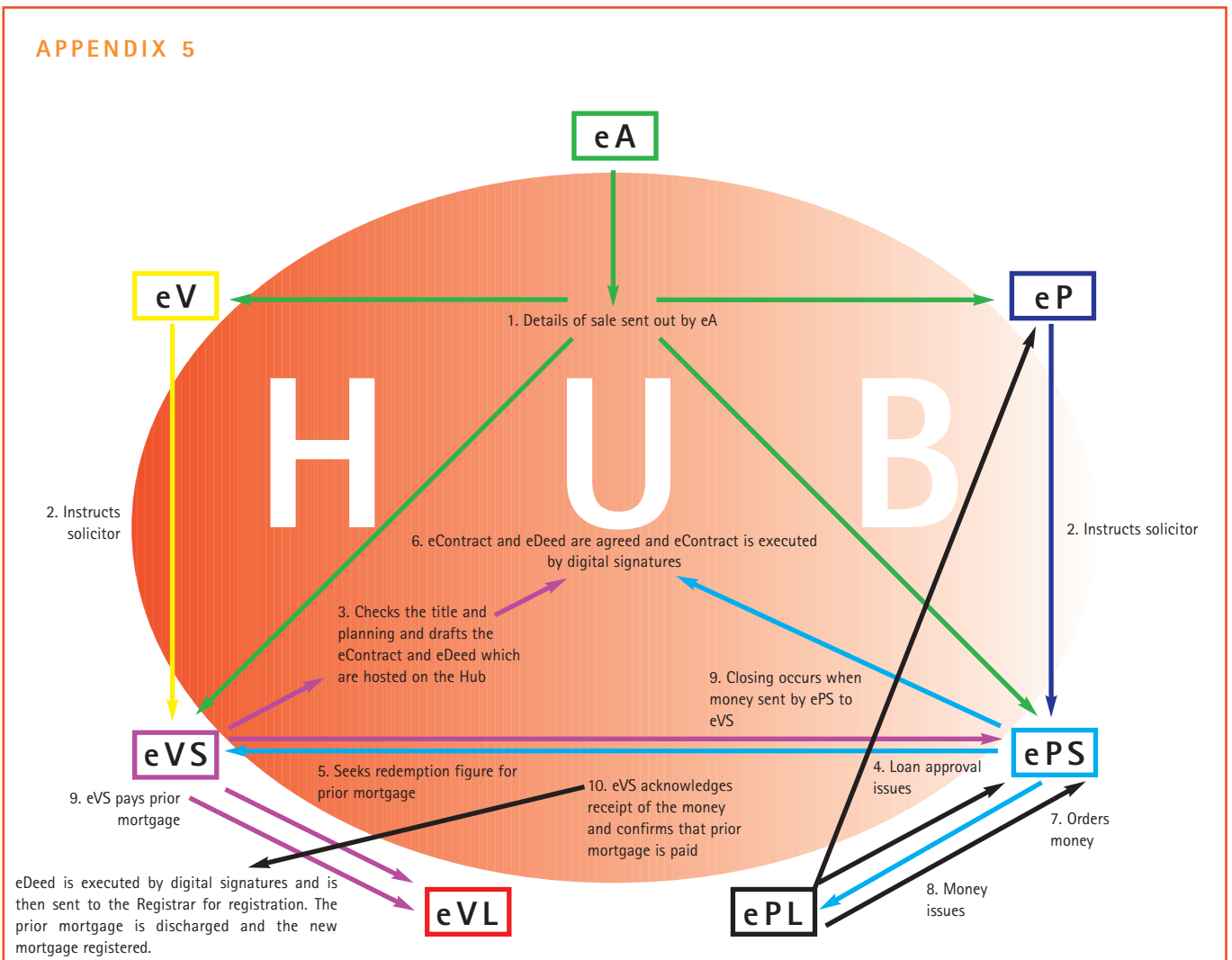
- **Step 8**
Money issues from ePL

- **Step 9**
Closing occurs when the money is sent by ePS to eVS
eVS pays eVL the amount of the prior mortgage

- **Step 10**
eVS acknowledges receipt of the money and confirms that the prior mortgage has been paid

eDeed is executed by digital signatures and is then sent to the Registrar for registration. The prior mortgage is discharged and the new mortgage registered.

APPENDIX 5



➤ approach. The entire process should be re-engineered to suit the electronic and online environment, not the other way around.

■ FROM CAVEAT EMPTOR TO VENDOR DISCLOSURE

For several hundred years the law has been that the risk in buying property has been with the purchaser (*caveat emptor*). Therefore the various enquiries, searches and safeguards which evolved had to be put in place to protect the purchaser's position. After careful consideration of the options, and examination of practice in analogous commercial transactions and other jurisdictions, we have come to the view that *caveat emptor* is no longer appropriate to modern conditions. We recommend a move from *caveat emptor* to the vendor being required to make disclosure. The purchaser would however still be required to carry out his own survey of the property.

This will remove the current necessity for elaborate enquiries to be raised pre-contract with, essentially, the same enquiries being raised again after the contract has been signed. This will be achieved by the careful drafting of an eContract with comprehensive guarantees, covenants, warranties and certificates by the vendor.

■ PLANNING

A complete electronic, searchable Planning Register is required. It should include detailed information about all planning and environmental issues affecting a property, to include zoning, applications, permissions, enforcement notices, environmental data, C.P.O.'s, Preservation Orders, road widening proposals, energy rating etc.

A planning amnesty is required. Only the planning history of the property for the seven years prior to the transaction should need to be investigated.

At the completion of any development or exempted development the owner should be required to lodge an architect's certificate or opinion on compliance with planning and building regulations with the planning authority and a record of this should also form part of the electronic register. Thus the electronic Planning Register should confirm the planning and environmental status of the property.

All statutory registers should be conclusive, and the holder of any statutory register or database, should be liable for errors or omissions therein.

■ TAX

All taxes should be personal taxes, payable on a self-assessment basis. Revenue has extensive powers of enforcement and collection, and unpaid tax or a potential tax liability should not, as currently is the case, be a contingent charge on land. In practice, Revenue rarely use the powers they have to collect tax through property. Taxes should be charged on the transaction, and not on the deed or contract, and a system put in place, if required by Revenue, that facilitates the payment of tax as part of the transfer process. Hence, no enquiry in relation to taxes need be carried out and no clearance certificates required. At present, up to four separate tax clearances may be required.

■ LENDERS

The loan approval should issue and be signed electronically. This should contain all the terms and conditions of the mortgage and there should be no separate mortgage deed. Registration of the new loan should be virtually instantaneous with the release of the monies and thus there should be no requirement for a Certificate of Title to be furnished by the solicitor to the lender.

■ ELECTRONIC WORKSPACE OR HUB

All steps will be completed electronically and all stakeholders could communicate through an electronic workspace or Hub. It is recommended that this workspace or Hub prompt the parties at various points in the transaction so as to ensure that all deadlines

are met and the transaction progresses swiftly.

The workspace or Hub could provide a means for solicitors to access information electronically from the following:

- Lenders
- PRA
- Local authorities
- Companies Office
- Courts Service
- Law Searchers
- Probate Office
- Registrar of Births, Deaths and Marriages and other relevant stakeholders.

■ IDENTIFIERS

It is vital that all stakeholders agree common identifiers for the searching of data through the Hub e.g. postal address, name of owner, postal code, folio number.

■ MONEY

All monies should pass by electronic funds transfer, in real time, with same day value.

■ STEPS IN THE PROCESS

We see a typical transaction being processed in sequential steps as set out in Appendices 2 and 4 and represented by the diagrams at Appendices 3 and 5. The terminology used in the diagrams is explained in Appendix 1.

Where no new covenants, conditions or easements are being created by the transaction the process should involve a one step system. The eContract would be the only document executed. The eContract will specify the closing date i.e. when the money is to be transferred. Acknowledging receipt of the money should trigger an automatic electronic message from the Hub to the Registrar to discharge the prior mortgage, register the new owner and the new mortgage. This one step system is represented by the diagram at Appendix 3.

Where new covenants, conditions or easements are being created by the transaction the process should involve a two step system. The first step would be the execution of the eContract and the second step would involve the execution of the eDeed/eLease containing the new covenants, conditions or easements. This eDeed/eLease should be registered in the Land Registry. This two step system is represented by the diagram at Appendix 5.

■ ELECTRONIC SIGNATURE

It would be preferable for each client to have their own electronic signature so as to sign the eContract themselves but this will not be feasible for some time. In the interim the solicitor would have an electronic signature and sign on the client's behalf having been duly authorised by the client.

■ TIME FOR COMPLETION

In an eConveyancing environment the Task Force anticipates that, if the purchaser is in funds, the total transaction time for a residential conveyance, from initial viewing of the property to completion, registration of ownership and discharge of the prior mortgage, could be 5 working days.

5. WHAT NEXT?

The foregoing vision represents the distillation of three years of thought, consultation, discussion and research by the Law Society eConveyancing Task Force. We believe the vision, as presented in this document, provides a workable model for eConveyancing in Ireland.

This document is intended to provide a framework for discussion. It is our intention to stimulate other stakeholders to examine their procedures and involvement in the current conveyancing process and thus initiate the changes required to facilitate eConveyancing.