

Commercial Property Standard Enquiries

CPSE.7 (version 1.3) General short form pre-contract enquiries for all property transactions

Conditions

This document may be used free of charge subject to the Conditions set out in *GN/CPSE (version 3.3) Guidance notes on the Commercial Property Standard Enquiries*.

Particulars

Seller: Lancashire County Council, PO Box 100, County Hall, Preston, Lancashire

Buyer:

Property: Land at Broadway, Fleetwood

Transaction: Disposal

Seller's solicitors: Property Legal Team at Lancashire County Council, PO Box 78, County Hall, Preston, Lancashire PR1 8XJ FAO Alex Watts - Ref. 889.526

Buyer's solicitors:

Date: 13/08/2019

Interpretation

1. In interpreting these enquiries, the terms set out in the Particulars have the meanings given to them in the Particulars and the following interpretation also applies:

- **Buyer:** includes tenant and prospective tenant.
- **Conduits:** means the pipes, wires and cables through which utilities and other services are carried.
- **Property:** includes any part of it and all buildings and other structures on it.

- **Rights:** means any covenants, agreements, rights, restrictions, or informal arrangements of any kind (including any which are in the course of being acquired).
 - **SDLT:** includes Land Transaction Tax where the Property is in Wales, and references to HMRC include the Welsh Revenue Authority where relevant.
 - **Seller:** includes landlord and prospective landlord.
2. The replies to the enquiries will be given by the Seller and addressed to the Buyer. Unless otherwise agreed in writing, only the Buyer and those acting for it may rely on them.
- References in these enquiries to "**you**" mean the Seller and to "**we**" and "**us**" mean the Buyer.
 - In replies to the enquiries, references to "**you**" will be taken to mean the Buyer and to "**we**" and "**us**" will be taken to mean the Seller.
3. The replies are given without liability on the part of the Seller's solicitors, its members, partners, employees, consultants or other staff.
4. The Buyer acknowledges that even though the Seller will be giving replies to the enquiries, the Buyer should still inspect the Property, have the Property surveyed, investigate title and make all appropriate searches and enquiries of third parties.
- 5. In replying to each of these enquiries and any supplemental enquiries, the Seller acknowledges that it is required to provide the Buyer with copies of all documents and correspondence and to supply all details relevant to the replies, whether or not specifically requested to do so.**
6. The Seller confirms that pending exchange of contracts or, where there is no prior contract, pending completion of the Transaction, it will notify the Buyer on becoming aware of anything which may cause any reply that it has given to these or any supplemental enquiries to be incorrect.

Practical Law

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ENQUIRIES

1. BOUNDARIES AND EXTENT

In this enquiry, "**Boundary Features**" means all walls, fences, ditches, hedges or other features that form the physical boundary of the Property.

- 1.1 Are you aware of any discrepancies between the boundaries referred to in the title deeds and the Boundary Features?

No

- 1.2 Have any alterations been made to the position of any Boundary Features during your ownership or, to your knowledge, earlier?

No, not so far as the Seller is aware

- 1.3 In relation to each of the Boundary Features:

- (a) Which of them have you maintained or regarded as your responsibility?
- (b) Which of them has someone else maintained or regarded as their responsibility?
- (c) Which of them have you treated as a party structure or jointly repaired or maintained with someone else?
- (d) Are there any agreements for their maintenance?
- (e) Are any of them subject to a party wall award or agreement?

- a) East boundary fence
- b) South and West boundary. North boundary to be created as part of the Transfer
- c) None
- d) No, not so far as the Seller is aware
- e) No, not so far as the Seller is aware

- 1.4 Does any part of the Property lie beneath or above adjoining premises, roads or footpaths?

No, not so far as the Seller is aware

- 1.5 Are there any adjoining or nearby premises or land which you use or occupy in connection with the Property?

No. Any adjoining or nearby premises or land owned by the Seller is not used in connection with the Property

2. RIGHTS BENEFITING THE PROPERTY

- 2.1 What Rights does the Property benefit from, other than those which are apparent from the copy documents supplied?

The Buyer must reply on their own title enquiries. Other than then Rights contained in the title documents it is not known that the Property benefits from any other Rights

- 2.2 Please confirm that all terms and conditions relating to the exercise of any Rights which benefit the Property have been complied with.

Insofar as the Seller is aware, all terms and conditions have been complied with

- 2.3 Have you (or, to your knowledge, has any predecessor in title) registered any notices, cautions against first registration or other entries against any other titles at the Land Registry in relation to any Rights which benefit the Property?

No, not so far as the Seller is aware

- 2.4 What are the pedestrian and vehicular access routes to and from the Property?

Vehicular and pedestrian access and egress is provided by way of gates to the SE of the Property from the adopted highway

- 2.5 Have you, or to your knowledge has anyone else, applied to modify or discharge any Rights benefitting the Property?

No, not so far as the Seller is aware

3. ADVERSE RIGHTS AFFECTING THE PROPERTY

- 3.1 What Rights is the Property subject to, other than those which are apparent from the copy documents supplied?

The Buyer must reply on their own title enquiries.

- 3.2 Please confirm that all terms and conditions relating to the exercise of any Rights to which the Property is subject have been complied with.

Insofar as the Seller is aware, all terms and conditions have been complied with

3.3 Are there any overriding interests to which the Property is subject?

No, not so far as the Seller is aware

3.4 Does the Property, or any property over which Rights are enjoyed, include any land that is currently used or has in the past ten years been used by members of the public for recreational purposes, whether with or without your permission?

The Seller does not have any record but for the avoidance of doubt a public notice was placed in a local newspaper for two consecutive weeks to advertise the disposal of open space in accordance with s123 Local Government Act 1972. No objections were received.

3.5 Have you, or to your knowledge has anyone else, applied to modify or discharge any Rights to which the Property is subject?

No, not so far as the Seller is aware

4. PHYSICAL CONDITION

4.1 Is the Property now, or has it ever been, affected by any of the following:

- (a) structural or inherent defects;
- (b) subsidence, settlement, landslip or heave;
- (c) defective Conduits, fixtures, plant or equipment;
- (d) rising damp, rot, or any fungal or other infection;
- (e) Japanese knotweed;
- (f) any other infestation; or
- (g) flooding?

- a) Not applicable, the Property is vacant land
- b) No, not so far as the Seller is aware
- c) Not applicable, the Property is vacant land
- d) Not applicable, the Property is vacant land
- e) Yes – see Ecology report dated March 2019
- f) No, not so far as the Seller is aware

g) The Property is located within Flood Zone 3. The Seller is not aware of any reports of flooding at the Property

4.2 Is there any Green Deal Plan affecting the Property?

No

4.3 Has asbestos, or any other substance known or suspected to be unsuitable for its purpose, unstable or hazardous, been used in, or removed from, the Property including Conduits, fixtures, plant and equipment?

Not applicable, the Property is vacant land

4.4 Please supply copies of the most recent asbestos survey and asbestos management plan for the Property, together with any other relevant information you hold.

Not applicable, the Property is vacant land

4.5 Please supply copies of any subsisting guarantees, warranties and/or insurance policies relating to any buildings erected on or major alterations or engineering works carried out at the Property within the last 12 years.

Not applicable, the Property is vacant land

4.6 Please confirm that all Conduits, fixtures, plant or equipment in or serving the Property have been regularly tested and maintained and that all recommended work has been carried out.

Not applicable, the Property is vacant land

5. CONTENTS

5.1 Please list any fixtures and fittings that will be removed from the Property before completion.

Not applicable, the Property is vacant land

5.2 Other than those belonging to an occupational tenant, please confirm that you own all fixtures and fittings that will remain on the Property free from third party rights.

Not applicable, the Property is vacant land

6. UTILITIES AND SERVICES

6.1 Please list the services available at the Property and confirm which (if any) are connected to the mains and which are metered.

See sales pack for further details

6.2 Do any parts of the services pass over, under or through any land which is not part of the Property?

See sales pack for further details

6.3 Does the Property have a communal heating, cooling or hot water system?

Not applicable, the Property is vacant land

6.4 Please provide:

- (a) Copies of the most recent bills for the services referred to at enquiry 6.1;
- (b) The name and contact details of the individual within your organisation who deals with energy supplies relating to the Property and confirm that we may make contact in order to obtain information about the services supplied.

Not applicable, the Property is vacant land

7. FIRE SAFETY AND MEANS OF ESCAPE

7.1 What are the current means of escape from the Property in case of emergency?

Not applicable, the Property is vacant land

7.2 Have you experienced any difficulty in completing the fire risk assessment for the Property or when co-operating with anybody else in order to comply with fire safety regulations?

Not applicable, the Property is vacant land

7.3 Has there been any fire risk recommendation that has not been implemented?

Not applicable, the Property is vacant land

8. PLANNING AND BUILDING REGULATIONS

8.1 Are you aware of any breach of planning law in relation to the construction, use or occupation of the Property?

Not applicable, the Property is vacant land

8.2 Is any building or structure on the Property listed under planning law?

Not applicable, the Property is vacant land

8.3 What works have been carried out at the Property during the last 4 years?

Not applicable, the Property is vacant land

8.4 What changes of use have taken place at the Property during the last 10 years?

Not applicable, the Property is vacant land

8.5 What is the existing use of the Property and how is it authorised under planning legislation?

The existing use of the Property is vacant land which has been designated in the Local Plan as a potential housing development site

8.6 Where you or your solicitor have them, please supply copies of all planning documents and all building regulations consents relating to the Property.

Not applicable, the Property is vacant land

8.7 Have you made an application for planning permission which has not yet been determined by the local authority or are there any other planning proceedings currently taking place in relation to the Property?

No

8.8 What information do you have about any proposals for the development of any adjoining or neighbouring property?

The Seller is not aware of any proposals. Please consult the Local Planning Authority

- 8.9 Are you aware of any existing or future Community Infrastructure Levy liability relating to the Property?

The Seller is not aware of any proposals. Please consult the Local Planning Authority

9. STATUTORY AGREEMENTS AND INFRASTRUCTURE

- 9.1 Are you aware of any outstanding obligations relating to the construction or adoption of the highway, Conduits or any other infrastructure that supplies the Property?

No

- 9.2 Are you required to enter into any agreement or obligation with any planning, highway or other public authority or utilities provider?

No

- 9.3 Are you aware of anything affecting the Property that is capable of being registered on the Local Land Charges Register but is not so registered?

No

10. STATUTORY AND OTHER REQUIREMENTS

- 10.1 Are you aware of any breach of statutory requirements that relate to the Property or its use or occupation?

No

- 10.2 Do you have a health and safety file for the Property?

No

- 10.3 If the answer to enquiry 10.2 is yes

- (a) Is the file at the Property and available for us to inspect?
- (b) In what form will the file be provided to us upon completion?

Not applicable

- 10.4 Please supply a valid Energy Performance Certificate (EPC) for the Property.

Not applicable, the Property is vacant land

- 10.5 Where the Property has an EPC rating of F or G, please supply a copy of any information or evidence used to support any registration in the Exemptions Register established under the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015.

Not applicable, the Property is vacant land

- 10.6 Please confirm when the air conditioning at the Property was last inspected and provide a copy of that inspection report.

Not applicable, the Property is vacant land

- 10.7 Please supply details of any grant made or claimed in respect of the Property including circumstances in which it may have to be repaid.

Not applicable

11. ENVIRONMENTAL

- 11.1 Where you or your solicitor have them, please supply copies of all environmental and flood risk reports that have been prepared in relation to the Property.

See sales pack

- 11.2 Please supply a copy of all statutory authorisations under all environmental law for the current uses of the Property (if applicable).

Not applicable

- 11.3 Are there, or have there ever been, any above or below ground bulk storage tanks at the Property? If so, please confirm the contents and age of those tanks (or estimate the age as accurately as possible).

No, not so far as the Seller is aware

- 11.4 Please confirm that you are not aware of any breach of any environmental law relating to the past or present use or occupation of the Property or for substances in, on, at or under the Property.

No, not so far as the Seller is aware

- 11.5 Please confirm that you are not aware of any environmental incidents including the leaking or discharging of any substances at the Property or on or at any nearby properties.

No, not so far as the Seller is aware

12. OCCUPIERS

- 12.1 Does anyone apart from you have any right to use or occupy the Property?

No, not so far as the Seller is aware

- 12.2 If the Property is vacant, when and why did it become vacant?

Part of former school playing field no longer required for operational purposes

13. INSURANCE

- 13.1 Have you ever experienced any difficulty in obtaining insurance cover for the Property at normal rates and subject to normal exclusions?

Not applicable, the Property is vacant land

- 13.2 Please give details of any outstanding insurance claims in relation to the Property.

Not applicable

- 13.3 If the buildings insurance policy is to remain in place after exchange of contracts, please supply a copy of the policy and schedule of insurance cover.

Not applicable

- 13.4 Please provide a copy of any other insurance policies relating to the Property (together with the proposal form and other material correspondence with the insurers) including any title indemnity insurance policies.

Not applicable

- 13.5 Please provide details of any breaches of any insurance policies relating to the Property.

Not applicable

14. RATES AND OTHER OUTGOINGS

14.1 Have any works been carried out to the Property which may cause the rateable value of the Property to be reviewed?

No

14.2 Have you or any occupier of the Property, made any claim for void period allowance or for exemption from liability from business rates? Is any claim pending/outstanding?

No

14.3 Are there any other outgoings relating to the Property not referred to elsewhere in these enquiries?

No, not so far as the Seller is aware

14.4 Please supply the most recent bills for business rates and all other outgoings relating to the Property.

Not applicable, the Property is vacant land

14.5 If the Property is subject to a Business Improvement District Arrangement, please give details of any levy currently payable.

Not applicable

15. NOTICES

Please supply a copy of any notices affecting the Property that you or your predecessors or any tenant or occupier have given or received and confirm that those notices have been complied with.

Not applicable

16. DISPUTES

Please provide details of any outstanding complaints or past, current or likely disputes affecting the Property its use and occupation.

Not applicable

17. SDLT ON ASSIGNMENT OF A LEASE

In this enquiry, Lease is any lease under which the Property is held and which is to be assigned by you in the Transaction.

- 17.1 Where the Lease or the substantial performance of the agreement to grant the Lease or any event since the grant of the Lease constitutes a transaction notifiable for SDLT purposes, including the payment of a premium for the grant of the Lease or any assignment of it, please provide copies of all land transaction returns and certificates issued by HMRC certifying notification.

Not applicable

- 17.2 Is there any potential or actual outstanding SDLT liability, including any resulting from the settlement or determination of any rent reviews or other provision for varying the rent or settlement or determination of any contingent, uncertain or unascertained rents?

Not applicable

- 17.3 Were any SDLT reliefs claimed on the grant of the Lease and, if applicable, on the assignment of the Lease to you that would result in the assignment of the Lease by you being deemed to be the grant of a new lease?

Not applicable

18. DEFERRED PAYMENT OF SDLT

Please give details of any deferred payment of SDLT which is outstanding in respect of the Property, together with copies of the original land transaction and all relevant correspondence with HMRC.

Not applicable

19. VAT

- 19.1 If you are registered for VAT, please supply your VAT registration number.

GB 155 7121 74

19.2 Please state whether the Transaction is to be treated as a transfer of a business as a going concern ('**TOGC**') and therefore outside the scope of VAT.

No

19.3 If enquiry 19.2 does not apply, is the Transaction standard-rated for VAT purposes as a result of either:

- (a) the exercise of an option to tax in relation to the Property; or
- (b) compulsory standard-rating?

a) No

b) No

19.4 If the answer to enquiry 19.3 is yes, please provide a copy of either:

- (a) the option notice given to HMRC, together with a copy of HMRC's acknowledgement; or
- (b) evidence of the reason that compulsory standard-rating applies to this transaction.

a) Not applicable

b) Not applicable

19.5 If the Transaction is not standard-rated for VAT purposes, please state if it is zero-rated, exempt or outside the scope of VAT other than by reason of being a TOGC.

Exempt

20. CAPITAL ALLOWANCES

20.1 Is there anything in the Property upon which a capital allowances claim can be based?

Not applicable

20.2 If the answer to enquiry 20.1 is yes, please give details and copy documents including the name and contact details of your capital allowances advisor and confirm that we may make contact direct to ascertain any required capital allowances information.

Not applicable