

CPSE.1 (version 3.8) General pre-contract enquiries for all commercial property transactions

by *Practical Law Property*

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This document is part of the Commercial Property Standard Enquiries (CPSE) suite of documents, prepared by members of the [London Property Support Lawyers Group](#) and endorsed by the [British Property Federation](#).

For more information about the CPSE see [GN/CPSE \(version 3.3\)](#).

This document is available in three formats:

The **web** format incorporates guidance notes, which can be viewed or printed with, or separately from, the enquiries (see Actions pane in the top right hand corner of the screen).

The Word format allows a user to insert replies to the enquiries. **For the Word version of this document click [here](#).**

The **PDF** format can be accessed from the link below.

If you have any comments, please e-mail cpse@thomsonreuters.com.

For details of changes made between this document and its previous version, see [Legal update, New versions of CPSE.1, CPSE.2, CPSE.5, CPSE.5 and CPSE.7 issued](#).

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Commercial Property Standard Enquiries

CPSE.1 (version 3.8) General 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](#).

Particulars

Seller: Lancashire County Council

Buyer: TBC

Property: Residential development land at Marton Agricultural Estate.

/ Land off Old House Lane, Westby with Plumpton, Blackpool

Development (if appropriate): Residential development land

Transaction: Disposal via Tender.

Seller's solicitors: Fiona Jewsbury

Property Solicitor

Legal & Democratic Services

Lancashire County Council

PO Box 78, County Hall, Preston, PR1 8XJ

Direct Dial - 01772 538050

Buyer's solicitors: TBC

Date: 17th November 2021

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.
- **Seller:** includes landlord and prospective landlord.
- **Stamp Duty Land Tax** or **SDLT** includes Land Transaction Tax where the Property is in Wales, and references to HMRC include the Welsh Revenue Authority where relevant.

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.

ENQUIRIES

1. BOUNDARIES AND EXTENT

1.1 In respect of all walls, fences, ditches, hedges or other features (**Boundary Features**) that form the physical boundaries of the Property:

(a) are you aware of any discrepancies between the boundaries shown on or referred to in the title deeds and the Boundary Features; and [Yes minor discrepancies please see plan V1.3p and table below and undertake your own inspection of the Property:](#)

Boundary features – Old House Lane Marton. – As @ 10th November 2021

Boundary features.	Description.
A-B	Mixed hedgerow North of Old House Lane. Follows in part a ditch like feature.
B-C	Hawthorn hedgerow to the East of the PROW.
C-D	Timber post and wire fence with stranded barbed on top.
D-E	No definitive boundary feature evident although area largely overgrown.
E-F	Mixed 3D weldmesh fence and galvanised palisade fencing.
F-G	Galvanised palisade fencing hidden by leylandii type hedging.
G-H	No physical feature on the ground however a timber post and panelled fence separates the land from Whitehills Drive.
H-I	No physical feature on the ground however a timber post and panelled fence and Leylandii hedging separates the land from the adjacent nursery.
I-J	Timber fence behind nursery with stand-off post and wire fencing field side, mixed hedgerow and ditch along rest of boundary together with stand-off fencing field side.
J-K	An inspection on the 26 th July 2021 confirmed that a post & wire fence has now been established by the purchaser.
K-L	Mixture of 3D weldmesh fencing and mixed hedgerow with stand-off fencing field side.
L-M	Predominantly mixed hedgerow with stand-off fencing field side.

M-N	Mixed hedgerow.
N-O	Predominantly mixed hedgerow with stand-off fencing field side.
O-P	Mixed hedgerow.
Q-R	Post and wire fence.
R-S	Post and wire fence.
S-T	The resident of Brunside until recently used of a small section of LCC land to the South of Brunside. This use has now ended. This boundary has been pegged on site by LCC and the owner of Brunside has installed a temporary self-supporting barrier until he establishes a new post and wire fence as per his obligations.
U-V	Small timber post and rail fence. There is a small area to the North East of this fencing that has fenced out by a field side stand off fence. The owner of Briardene has confirmed that she acknowledges this is LCC's land. The area was sectioned off to prevent livestock damaging plants and flowers within Briardene.
V-W	Small timber post and rail fence.
W-X	Small timber post and rail fence.
Y-Z	Small timber post and rail fence with stand-off fence field side.
Z-A1	Small timber post and rail fence with stand-off fence field side.
A1-B1	Post and wire fence.
C1-D1	Timber fence.
D1-E1	Timber fence.
Other features	
XX	Gated access provided by owner of Old House Farm, owner rented the barns to the rear of his property from LCC.
YY	New access point provided into the new Wainhomes site as a condition of planning. Contiguous with LCC's boundary.

(b) have any alterations been made to the position of any Boundary Features during your ownership or, to your knowledge, earlier? [There may have been minor changes undertaken by agricultural tenants/ owners of residential properties. Please see comments in the table of boundary features. Please see title documents.](#)

1.2 To whom do the Boundary Features belong if they do not lie wholly within the Property? [The boundary features are mainly well established and form part of the definitive features of the land. Some of the sales off of the residential properties contained boundary obligations. Again please see title documents and table above.](#)

1.3 In relation to each of the Boundary Features:

(a) have you maintained it or regarded it as your responsibility; [Our agricultural tenants were responsible for the maintenance of any said features and the owners of the residential properties that we have sold off.](#)

(b) has someone else maintained it or regarded it as their responsibility; or [No other than as above.](#)

(c) have you treated it as a party structure or jointly repaired or maintained it with someone else? **No.**

1.4 Please supply a copy of any agreement for the maintenance of any of the Boundary Features. [Please see title documentation relating to the sales of the residential properties.](#)

1.5 Please supply a plan showing any parts of the Property that are situated beneath or above adjoining premises, roads or footpaths and supply copies of any relevant licences for projections. **N/A**

1.6 Are there any adjoining or nearby premises or land which you use or occupy in connection with the Property?
[Please note future access provision at location 'YY' on plan V1.3p. This is the linkage to the Wainhomes development site. See condition on their planning consent.](#)

1.7 If the answer to enquiry 1.6 is “yes”, please:

(a) provide a plan showing the area occupied; [See relevant plan V1.3p.](#)

(b) provide evidence of the basis of such occupation; and [See condition on their planning consent.](#)

(c) state when such occupation commenced. [Access formed to LCC boundary but access will only commence following construction of road infrastructure for the residential development of this site & removal of boundary.](#)

2. PARTY WALLS

In respect of any party structures which form part of the Property and also in respect of any works of the kind which require notices to be served under the Party Wall etc. Act 1996 (**1996 Act**) please:

(a) confirm that there have been no breaches of the 1996 Act or any earlier legislation governing party structures; [Confirmed as far as aware.](#)

(b) supply copies of any notices, counter-notices, awards and agreements relating to party structures, whether made under the 1996 Act or otherwise; and **N/A.**

(c) confirm that there have been no breaches of any of the terms, notices, counter-notices, awards or agreements. [Confirmed as far as aware.](#)

3. RIGHTS BENEFITING THE PROPERTY

3.1 Unless apparent from the copy documents supplied, are there any covenants, agreements, rights or informal arrangements of any kind (including any which you may be in the course of acquiring) which benefit the Property (**Rights**)? [Yes prescriptive rights of access and egress along a short section of roadway shown purple on plan V1.3p from Jenny Lane to Old House Lane in LCC's title. The County Council have continued to use this right of access and egress to date.](#)

[Also right to link up to the Wainhomes development '. Please see planning permission 15/04721.](#)

3.2 In respect of any Rights benefiting the Property, and unless apparent from the copy documents supplied, please:

(a) if the Right is formally documented, show title and supply copies of all relevant documents, plans and consents; [See title documentation.](#)

(b) if the Right is not formally documented, supply evidence as to entitlement together with a plan showing the area over which the Right is exercised; [N/A](#).

(c) state to what extent any Rights are exercised, whether they are shared and if so by whom; [Access from Jenny Lane via Old House Lane is shared with the other residential properties of the estate. Also note PROW 5-15-FP4 is currently partially closed under temporary closure order 1707 due to construction of housing development until 26th January 2022 or until the works are completed if prior to this date however members of the public appear to be using Old House Lane without consent.](#)

(d) state whether they can be terminated and, if so, by whom; [N/A](#).

(e) state who owns and/or occupies the land over which any Rights are exercisable; [Not known other than the adjacent Wainhomes development site to the South West and a slither of Jenny Lane appears to be in title number LA493702 owned by Northern Trust Company Limited.](#)

(f) give details of the maintenance (including costs) of any land, Conduits or equipment used in connection with any Rights; [The County Council has maintained Old House Lane and believes that tenants / owners of the residential properties also have maintained Old House Lane but the County Council does not hold details of the same.](#)

(g) give details of any interference with any Rights, whether past, current or threatened; and [N/A](#).

(h) confirm that all terms and conditions relating to the exercise of any Rights have been complied with or, if they have not, give details. [None known.](#)

3.3 Have you (or, to your knowledge, has any predecessor in title):

(a) registered against any other titles at the Land Registry any unilateral notices to protect the priority of any of the Rights revealed in response to enquiry 3.1; or [No however please note that statutory declaration of Gary Pearse registered against our title](#)

(b) registered any cautions against first registration in respect of any of the Rights revealed in response to enquiry 3.1? [No](#).

4. ADVERSE RIGHTS AFFECTING THE PROPERTY

4.1 Unless apparent from the copy documents supplied, are there any covenants, restrictions, agreements, rights or informal arrangements of any kind to which the Property is subject (whether public or private and whether existing or in the course of acquisition) (**Adverse Rights**)? [No apart from as detailed in other replies.](#)

4.2 In respect of any Adverse Rights to which the Property is subject, and unless apparent from the copy documents supplied, please:

(a) give full details and supply copies of all relevant documents, plans and consents; [A public footpath cross over the site – See footpath 5-15 –FP 4 Westby-with-Plumptions, Part of the footpath has a temporary closure order on it until January 2022 due to the adjacent Wainhomes development site. As such people are using Old House Lane as a through route without consent.](#)

(b) state to what extent any Adverse Rights have been exercised; [PROW](#).

(c) state who has the benefit of any Adverse Rights; [Public](#).

(d) state whether any Adverse Rights can be terminated and, if so, by whom; **No only if done by statute**

(e) give details of the maintenance (including costs) of any land, Conduits or equipment used in connection with any Adverse Rights; and **N/A.**

(f) confirm that all terms and conditions relating to the exercise of any Adverse Rights have been complied with or, if they have not, give details. **Unknown.**

4.3 Unless apparent from the copy documents supplied, does any person use any part of the Property with or without your permission? **No, other than the resident of Old House Farm who still has some equipment in the old barns which he previously rented them from LCC. The resident is in the process of removing the same and the barns should be clear and free shortly. From an inspection of the area on the 10th November 2021 clearance works were being undertaken.**

The new owner of Gilmour House also appears to have also started to store some roofing products on LCC's land near the barns and in the barn during the pandemic in 2020 however he has also recently been requested to remove the same from the site on the 10th November 2021.

Please also see 1.1a comments relating to boundary at S-T.

Also, someone has cut the grass on the land to the north of Old House Lane and the east of Old House Farm. The County Council is unsure as to who has undertaken this work. A small area to the North of Old House Lane adjacent to Gilmour House has been stoned up during the pandemic in 2020 to provide an area of parking. LCC has recently fenced off this area from the access road to prevent future use of the same; however from an inspection on the 26th July 2021 it appears that the fence posts have been removed and it is again being used as stoned up parking area, the County Council will arrange for the fencing to be replaced.

The County Council is holding only a copy of the Deed of Easement dated 12th March 1935 made between (1) The Lancashire County Council & (2) Mr G Moore. The deed does not appear to have been registered against the title at HM Land Registry but is shown as being sealed in the County Council's sealing book.

The County Council does not believe that the Licence dated 18th September 1939 made between (1) The County Council for the Administrative County of the County Palatine of Lancaster & (2) The Mayor Aldermen & Burgesses of Blackpool is still in existence. The County Council do not believe that the Blackpool Council still exercise the rights within the licence and the County Council have no records of rent being paid under the Licence. The County Council is just holding the correspondence disclosed.

4.4 Have you, or to your knowledge has anyone else, applied to have any restrictive covenant affecting the Property modified or discharged? **No.**

4.5 Unless full details appear from the copy documents already supplied, please supply details of any interests to which the Property is subject under Schedules 1, 3 or 12 to the Land Registration Act 2002. **N/A.**

4.6 For the purposes of Part I of the Countryside and Rights of Way Act 2000:

(a) is the Property "access land" within the meaning of section 1(1) of that Act; **No**

(b) if the answer to 4.6(a) is “no”, are you aware of anything that might result in the Property becoming “access land”; and **No**.

(c) if the answer to enquiry 4.6(a) is “yes”, are there any exclusions or restrictions in force under Chapter II of Part I of the Countryside and Rights of Way Act 2000? **N/A**.

4.7 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? **No other than the use of the PROW as detailed in 4.2a**.

5. TITLE POLICIES

5.1 Has anyone obtained or been refused insurance cover in respect of any defect in title to the Property, including any restrictive covenant or any lost title deed? **No**.

5.2 If insurance cover has been obtained, please:

(a) supply copies of all policy documents including the proposal form; **N/A**.

(b) confirm that the conditions of all such policies have been complied with; and **N/A**.

(c) give details of any claims made and supply copies of all relevant correspondence and documents. **N/A**.

5.3 If insurance cover has been refused, please give details and supply copies of all relevant correspondence and documents. **N/A**.

6. ACCESS TO NEIGHBOURING LAND

6.1 Has the owner or occupier of any neighbouring premises ever requested or been allowed or been refused access to the Property to carry out repairs, alterations or other works to any neighbouring premises or the Conduits serving them? If so, please give details, including copies of any access orders granted under the Access to Neighbouring Land Act 1992 (**1992 Act**). **Not known**

6.2 Have you or, to your knowledge, has any previous owner or occupier of the Property ever requested or been allowed or been refused access to neighbouring premises to carry out repairs, alterations or other works to the Property or the Conduits serving it? If so, please give details, including copies of any access orders granted under the 1992 Act. **Not known**

7. ACCESS TO AND FROM THE PROPERTY

7.1 Does the boundary of the Property (or, if applicable, the Development) immediately adjoin a highway maintainable at public expense at, and for the full width of, each point of access? **No. Please note that although the local search states that Plumpton Close is a highway maintainable at the public expense, the County Council understands that it does not immediately adjoin the Property. Please see local search.**

7.2 Are there any barriers to access to the Property that are controlled by a third party? If so, please give details. **No**.

8. PHYSICAL CONDITION

8.1 If the Property has been affected by any of the following, please supply details:

(a) structural or inherent defects; **Not known, please undertake your own inspections.**

- (b) subsidence, settlement, landslip or heave; [Not known, please undertake your own inspections.](#)
- (c) defective Conduits, fixtures, plant or equipment; [It is suspected that not all of the residential properties are up to current standards, however please undertake your own inspections in relation to the properties on site](#)
- (d) rising damp, rot, or any fungal or other infection; [Please undertake your own inspections](#)
- (e) Japanese knotweed; [None known, please undertake your own inspections in relation to the same.](#)
- .
- (f) any other infestation; or [None known, please undertake your own inspections in relation to the properties on site.](#)
- (g) flooding. [None known, however please see environmental report which identifies a risk of surface water flooding in parts of the Property. Please undertake your own investigations in relation to the same.](#)

8.2 Is the Seller aware of any Green Deal Plan affecting the Property (whether entered into by the Seller, any predecessor in title, or any previous or current tenant or occupier)? If yes, please supply a copy of the relevant documentation. [Not known](#)

8.3 Has asbestos been used in the present structures forming part of the Property or of any premises of which the Property forms part, including Conduits, fixtures, plant and equipment? [Yes predominantly used in the agricultural barns adjacent to Old House Farm.](#)

8.4 Please supply a copy of the most recent survey or assessment carried out in relation to the Property (whether by the Seller or by any other person) for the purposes of complying with regulation 4 of the Control of Asbestos Regulations 2012 (or any previous Control of Asbestos Regulations) or advise us when and where it can be inspected. [See asbestos reports attached in respect of Wheatlands & Lyngarth.](#)

8.5 Please supply a copy of the written plan and any other records prepared for managing asbestos in the Property or in any premises of which the Property forms part, or advise us when and where they can be inspected. [See asbestos reports attached in respect of Wheatlands & Lyngarth.](#)

8.6 Has any substance (other than asbestos) known or suspected to be unsuitable for its purpose, unstable or hazardous, been used in the present structures forming part of the Property, including Conduits, fixtures, plant and equipment? [Not known, please undertake your own inspections.](#)

8.7 Has any asbestos, or any other substance known or suspected to be unsuitable for its purpose, unstable or hazardous, been removed from the Property in the past? [Yes some redundant asbestos removal was undertaken from around the agricultural barns adjacent to Old House Farm in early 2019 and also at Daisyfield & Lea Nurseries which were demolished.](#)

8.8 Please identify:

- (a) any buildings [N/A.](#)
- (b) any extensions or major alterations to existing buildings, and [N/A.](#)

(c) any other major engineering works [Daisyfield & Lea Nurseries were demolished and septic tanks and pipework removed](#).

which have been erected, made or carried out at the Property within the last 12 years. [N/A](#).

8.9 In respect of anything identified in reply to enquiry 8.8, please supply copies of any subsisting guarantees, warranties and insurance policies. [N/A](#).

8.10 In respect of all Conduits, fixtures, plant or equipment which will remain part of the Property or which will serve the Property after completion of the Transaction: [N/A](#).

(a) please confirm that they have been regularly tested and maintained; [N/A](#).

(b) please confirm that, so far as you are aware, there are no items requiring significant expenditure within the next three years; [N/A](#).

(c) please supply a copy of the most recent maintenance report relating to each of them; [N/A](#).

(d) please supply copies of any subsisting guarantees, warranties and insurance policies. [N/A](#).

8.11 In relation to the guarantees, warranties and insurance policies identified in reply to enquiries 8.9 and 8.10, please confirm that:

(a) all the terms have been complied with; [N/A](#).

(b) there have been no claims made under any of them, whether or not those claims are current or have been settled; and [N/A](#).

(c) there are no apparent defects in respect of which a claim might arise under them. [N/A](#).

9. CONTENTS

9.1 Please list any items which are currently attached to the structure of the Property in some way (e.g. wired, plumbed, bolted) and which you propose removing from the Property prior to completion of the Transaction. [N/A](#).

9.2 Please list any items (other than those belonging to an occupational tenant) that are not attached to the structure of the Property, and which you propose leaving at the Property after completion of the Transaction. [N/A](#).

9.3 In respect of each item listed in reply to enquiry 9.2, please:

(a) confirm that the item is included in the purchase price agreed for the Transaction; [N/A](#).

(b) confirm that the item belongs to you free from any claim by any other party; and [N/A](#).

(c) supply copies of any subsisting certificates, guarantees and warranties relating to it. [N/A](#).

9.4 Please list any item that will remain at the Property after completion but which belongs to any third party other than an occupational tenant (e.g. meters). [N/A save as detailed elsewhere](#)

10. UTILITIES AND SERVICES

10.1 Please provide details of the utilities and other services connected to or serving the Property. [Please see utility plans](#)

for the surrounding area, title documentation and search results. Please note that a commercial drainage search has been undertaken. You will note that it states that the Property is not connected to the water mains however we understand that Wheatlands and Lyngarth are connected to the mains supply. Please undertake residential drainage searches on these properties if required. Please also note right of drainage reserved within Transfer dated 24th May 2021 made between (1) Lancashire County Council & (2) Henco (International) Limited.

10.2 In respect of each utility or service listed in reply to enquiry 10.1(a), please state:

(a) whether the connection is direct to a mains supply; **It is understood that the estate benefits from a water and electricity supply.**

(b) whether the connection is metered and if so whether the meter is on the Property and relates only to your use in relation to the Property; **It is not known whether connections are metered on the estate.**

(c) who makes the supply; and **Not known.**

(d) whether the Conduits run directly from a highway maintainable at public expense to the Property without passing through, under or over any other land. **Please see utility plans provided and local search.**

10.3 Has a notification been submitted in relation to the Property pursuant to regulation 3 of the Heat Network (Metering and Billing) Regulations 2014? If so, please supply a copy. **No.**

10.4 Please provide details of any supply contracts and any other relevant documents. **N/A.**

10.5 Please provide details of any contracts for the supply of services carried out at the Property (e.g. security or cleaning). **N/A.**

11. FIRE SAFETY AND MEANS OF ESCAPE

*In this enquiry, **Fire Safety Order 2005** means the Regulatory Reform (Fire Safety) Order 2005 and any regulations made under it.*

11.1 Please advise us where we may inspect any records in relation to the Property, made for the purposes of complying with the Fire Safety Order 2005, including any records of findings following a fire risk assessment of the Property. **N/A.**

11.2 Please advise us where we may inspect any records in relation to any premises within any building of which the Property comprises part, made for the purposes of complying with the Fire Safety Order 2005, including any records of findings following a fire risk assessment of any such premises. **N/A.**

11.3 Please provide details of any steps taken in relation to the Property to co-operate with any other people and to co-ordinate measures to comply with the Fire Safety Order 2005. **N/A.**

11.4 What are the current means of escape from the Property in case of emergency? **N/A.**

11.5 If any current means of emergency escape from the Property passes over any land other than the Property or a public highway please:

(a) provide copies of any agreements that authorise such use; **N/A.**

(b) confirm that all conditions in any such agreements have been complied with; and **N/A.**

(c) provide details of anything that has occurred that may lead to any agreement for means of escape being revoked, terminated or not renewed. [N/A](#).

12. PLANNING AND BUILDING REGULATIONS

12.1 Please supply a copy of any planning permission, approval of reserved matters, building regulations approval, building regulations completion certificate, self-certification, listed building consent and conservation area consent which relates to the Property, and of any consent for the display of advertisements at or from the Property (each a **Consent**).

12.2 In respect of any Consents disclosed, please identify:

[A planning application has been made which covers this land. It is for a mixed use scheme residential and employment. This land is covered by the residential element. Details of the current application can be found at:](#)

<https://www3.fylde.gov.uk/online-applications/applicationDetails.do?keyVal= FYLDE DCAPR 44775&activeTab=summary>

[The application has been approved.](#)

(a) those which have been implemented and if so, indicate whether fully or partially; [Not yet implemented](#).

(b) those which authorise existing uses and buildings; and [N/A](#).

(c) those which have not yet been implemented but are still capable of implementation. [See details above](#).

12.3 Please supply a copy of any of the following certificates (each a **Certificate**) which relate to the Property:

(a) established use certificate; [N/A](#).

(b) certificate of lawfulness of existing use or development; and [N/A](#).

(c) certificate of lawfulness of proposed use or development. [See details above](#) .

12.4 How are the existing buildings on the Property authorised if not by a Consent or a Certificate? [Residential properties / agricultural buildings / agricultural land – Existing use](#).

12.5 How is the existing use of the Property authorised if not by a Consent or a Certificate? [Established existing uses](#).

12.6 What is the existing use of the Property, when did it start and has it been continuous since? If there is more than one existing use please specify each use and indicate which are main and which are ancillary, and when each use started. [Agricultural land and associated residential properties since acquisition in 1931](#).

12.7 Where the Property is not listed under the Planning (Listed Buildings and Conservation Areas) Act 1990, please provide details of any building works, demolition, mining or other engineering works that have taken place at the Property within the past ten years and confirm that all necessary Consents were obtained for them. [N/A other than some minor SI works in relation to the ground conditions on site and the removal of some residential and agricultural units](#).

12.8 Where the Property is listed under the Planning (Listed Buildings and Conservation Areas) Act 1990, please provide: [N/A](#).

(a) a copy of the listing particulars where available; and [N/A](#).

(b) details of any alterations, extensions, other building works, demolition, mining or other engineering works that have

taken place at the Property since the date when the Property was listed, and confirm that all necessary Consents were obtained for them. [N/A](#).

12.9 Have there been any actual or alleged breaches of the conditions and limitations and other terms in any Consents or Certificates? [N/A](#).

12.10 Is any Consent or Certificate the subject of a challenge in the courts either by way of judicial review or statutory proceedings? If not, is a challenge expected? [N/A](#).

12.11 Please provide details of any application for a Consent or a Certificate which: [N/A](#)

(a) has been made but not yet decided; [N/A](#).

(b) has been refused or withdrawn; or [N/A](#).

(c) is the subject of an outstanding appeal. [N/A](#).

12.12 If there is any existing outline planning permission relating to the Property or other planning permission with conditions which need to be satisfied in order for development to proceed, what has been done to obtain approval of reserved matters and/or satisfaction of those conditions? [See above 12.2](#).

12.13 Please supply a copy of any letters or notices under planning legislation which have been given or received in relation to the Property. [See above 12.2](#).

12.14 Please confirm that you are not aware of any circumstances by reason of which a planning enforcement order might be made as a result of an apparent breach of planning control that has been deliberately concealed by you or (to your knowledge) any other person. [Confirmed](#).

12.15 Have you notice of any matter, fact or thing that would lead you to believe that the Property or any part of it is to be listed in the local authority's list of assets of community value? [No](#).

13. STATUTORY AGREEMENTS AND INFRASTRUCTURE

13.1 In relation to any agreements affecting the Property that have been entered into with any planning, highway or other public authority or utilities provider:

(a) please supply details; [S106 Agreement dated 9th March 2020 made between \(1\) Fylde Borough Council & \(2\) Lancashire County Council](#).

(b) confirm that there are no breaches of any of their terms; and [N/A](#).

(c) confirm that there are no outstanding obligations under them. [N/A](#).

13.2 Are you required to enter into any agreement or obligation with any planning, highway or other public authority or utilities provider? [S106 Agreement dated 9th March 2020 made between \(1\) Fylde Borough Council & \(2\) Lancashire County Council entered into](#).

13.3 Are there any proposals relating to planning, compulsory purchase powers, infrastructure (including parking, public transport schemes, road schemes and traffic regulation) or environmental health which, if implemented, would affect the continued use of the Property for its present purposes? [None known](#).

13.4 Is there anything affecting the Property that is capable of being registered on the local land charges register but that is not registered? [None known other than s.106 agreement dated 9th March 2020 made between \(1\) Fylde Borough Council & \(2\) Lancashire County Council.](#)

13.5 Please confirm that the Property is not subject to any charge or notice remaining to be complied with. [Confirmed.](#)

13.6 Please supply details of any grant made or claimed in respect of the Property, including any circumstances in which any grant may have to be repaid. [N/A.](#)

13.7 Please supply details of any compensation paid or claimed in respect of the Property under any planning legislation or following the exercise of compulsory purchase powers. [None in relation to planning or CPO powers. It should be noted however that Lancashire County Council's agent has served a notice on ENW in relation to the HV pylons which cross over the land.](#)

14. STATUTORY AND OTHER REQUIREMENTS

14.1 Are you aware of any breach of, alleged breach of or any claim under any statutory requirements or byelaws affecting the Property, its current use, the storage of any substance in it or the use of any fixtures, machinery or chattels in it? [No.](#)

14.2 Please give details of any notices that require works to be carried out to the Property under any statute, covenant, agreement or otherwise and state to what extent these notices have been complied with. [N/A.](#)

14.3 Other than any already supplied, please provide details of any licences or consents required to authorise any activities currently carried out at the Property, including any required under local legislation (e.g. London Building Act). [N/A.](#)

14.4 Are you aware, in relation to the Property, of any breach or alleged breach of the Construction (Design and Management) Regulations 1994, 2007 or 2015? [No.](#)

14.5 Has a Health and Safety file been prepared for the Property? If so, please: [No.](#)

(a) confirm that it has been compiled and kept up to date in accordance with the Construction (Design and Management) Regulations 1994, 2007 or 2015 (as applicable);

(b) advise when and where it can be inspected; and [N/A.](#)

(c) confirm that the original will be handed over on completion. [N/A.](#)

14.6 Have you supplied a valid Energy Performance Certificate (EPC) for the Property, or a copy of it, in relation to the Transaction and, if so, to whom? [Yes for Wheatlands & Lyngarth](#)

14.7 If you have not supplied a valid EPC for the Property, please: [N/A.](#)

(a) tell us where a valid EPC for the Property can be inspected; or [N/A.](#)

(b) explain why no EPC is needed. [N/A](#)

14.8 Where the Property has an EPC rating of F or G, please supply a copy of any information or evidence which has been or could be used to support any registration in the PRS Exemptions Register. [The properties are not rented.](#)

14.9 If the Property contains any air-conditioning, please: [N/A.](#)

(a) state when and where the latest inspection report for that air-conditioning system can be inspected; and [N/A](#).

(b) confirm that the original of that inspection report will be handed over on completion. [N/A](#).

15. ENVIRONMENTAL

15.1 Please supply a copy of all environmental reports that have been prepared in relation to the Property or indicate where such reports may be inspected. [Please see environmental report and SI report supplied](#).

15.2 Please supply:

(a) a copy of all licences and authorisations given in relation to the Property under environmental law and confirm that the terms of all such licences and authorisations have been complied with; and [N/A](#).

(b) details of any licences and authorisations for which application has been made but that have not yet been given. [N/A](#).

15.3 What (if any) authorisations are required under environmental law for activities currently carried out or processes occurring at the Property, including storage of materials, water abstraction, discharges to sewers or controlled waters, emissions to air and the management of waste? [None known. The County Council understands that there are septic tanks at the residential properties but are not aware as to whether any authorisations are required. Further the environmental report detailed a tank on site although the County Council does not believe that this remains on site. Please undertake own inspection/ enquiries.](#)

15.4 Please give details (so far as the Seller is aware) of:

(a) past and present uses of the Property and of activities carried out there; and [Residential and agricultural use only](#).

(b) the existence of any hazardous substances or contaminative or potentially contaminative material in, on or under the Property, including asbestos or asbestos-containing materials, any known deposits of waste, existing or past storage areas for hazardous or radioactive substances, existing or former storage tanks (whether below or above ground) and any parts of the Property that are or were landfill. [None known, other than appears to have been a minor petrol spillage in the barns at Old House Farm and the owner of Old House Farm appears to have burnt rubbish on land just outside Old House Farm.](#)

15.5 Please provide full details of any notices, correspondence, legal proceedings, disputes or complaints under environmental law or otherwise relating to real or perceived environmental problems that affect the Property, or which have affected the Property within the last ten years, including any communications relating to the actual or possible presence of contamination at or near the Property. [None known.](#)

15.6 Please provide full details of how any forms of waste or effluent from the Property (including surface water) are disposed of, including copies of any relevant consents, agreements and correspondence. [It is understood that the residential properties on site have individual septic tanks dealing with waste from the same. Please see title documents.](#)

15.7 Please give details of any actual, alleged or potential breaches of environmental law or licences or authorisations and any other environmental problems (including actual or suspected contamination) relating to:

(a) the Property; or [Please see below](#)

(b) land in the vicinity of the Property that may adversely affect the Property, its use or enjoyment or give rise to any material liability or expenditure on the part of the owner or occupier of the Property. [There is a drain which runs from the existing residential properties on the Estate and across the Property which discharges into a watercourse to the south of](#)

the Property. The water may emanate from septic tanks on the existing residential properties. The Environment Agency have indicated in a telephone call to Gary Jones (Estates Surveyor) earlier this year that this discharge probably does not meet the current environmental requirements and they would like to see a more permanent solution to this issue. Whilst the Environment Agency may take action regarding the same it is assumed that this would be at the point of source i.e the existing residential properties that are not meeting the current standards in terms of septic tank discharge. The Environment Agency have noted the issue but have not taken any enforcement action regarding the same to date to the County Council's knowledge.

15.8 Please provide copies of any insurance policies that specifically provide cover in relation to contamination or other environmental problems affecting the Property. If such insurance cover has at any time been applied for and refused, please provide full details. [N/A](#).

16. OCCUPIERS AND EMPLOYEES

16.1 Please give the names of anyone in actual occupation of the Property or receiving income from it. Except where apparent from the title deeds, please explain what rights or interests they have in the Property. [N/A](#)

16.2 Except where apparent from the title deeds or revealed in reply to enquiry 16.1, please state whether any person, apart from you, has or claims to have any right (actual or contingent) to use or occupy the Property or any right to possession of the Property or to any interest in it. [Residential users have shared access rights over the roadways coloured purple and brown shown indicatively on plan V1.3p. Please see title documentation.](#)

16.3 If the Property is vacant, when did it become vacant? [Vacant in part. Currently the two residential units are vacant Wheatlands has been vacant since 2003 and Lyngarth has become vacant following the departure of our resident guardians in approximately the last 2 years.](#)

16.4 Is there anyone to whom the Transfer of Undertakings (Protection of Employment) Regulations 2006 will or might apply, who is:

(a) employed at the Property by you; or [N/A](#).

(b) employed at the Property by someone other than you; or [N/A](#).

(c) is otherwise working at or is providing services at or to the Property? [N/A](#).

16.5 In respect of each person identified in reply to enquiry 16.4, please provide copies of the current contract of employment, any other contractual documentation and (if applicable) any service occupancy agreement for resident employees. [N/A](#).

17. INSURANCE

17.1 Have you experienced any difficulty in obtaining insurance cover (including cover for public liability and, where relevant, for loss of rent) for the Property at normal rates and subject only to normal exclusions and excesses? [No](#).

17.2 Please give details of the claims history and any outstanding claims. [N/A](#).

17.3 Is there any insurance benefiting the Property, other than buildings insurance and any policy disclosed in reply to enquiry 5.1 (defect in title) or 15.8 (environmental insurance)? [No](#).

17.4 If an existing buildings insurance policy will remain in place after completion of the Transaction, or is to be relied on by the Buyer until completion, please supply a copy of the policy including the proposal form (if available) and schedule of

insurance cover and (where not shown on the schedule) provide the following information: [N/A](#).

- (a) the insurer's name and address;
- (b) the policy number;
- (c) the risks covered and the exclusions and the excesses payable;
- (d) the sums insured (showing separately, where applicable, the sums for buildings, plant and machinery, professionals' fees, loss of rent and public liability);
- (e) the name(s) of the insured(s) and of all other persons whose interests are (or will be) noted on the policy;
- (f) the current premium;
- (g) the next renewal date;
- (h) the name and address of the brokers; and
- (i) details of any separate terrorism insurance arrangements.

17.5 Please confirm that all premiums have been paid that are required to maintain the cover referred to in enquiry 17.4 up to the next renewal date following the date of the Seller's replies to these enquiries. [N/A](#).

17.6 Please provide details of any circumstances that may make the policy referred to in the reply to enquiry 17.4 void or voidable. [N/A](#).

18. RATES AND OTHER OUTGOINGS

18.1 What is the rateable value of the Property? [N/A](#).

18.2 Please confirm that the Property is not assessed together with other premises or, if it is, please give details. [Confirmed but please note that the residential houses are covered by council tax provisions](#).

18.3 Please provide copies of any communications received in connection with: [N/A](#).

- (a) the latest rating revaluation and any returns made; and [N/A](#).
- (b) any proposal or pending appeal. [N/A](#).

18.4 Please give details of:

- (a) any works carried out to, or any change of use of, the Property that may cause the rateable value to be revised; and [N/A](#).
- (b) any application made for the rateable value to be revised. [N/A](#).

18.5 In the current year what is payable in respect of the Property for: [Not known](#).

- (a) uniform business rates; and [N/A](#).
- (b) water rates, sewerage and drainage rates? [Not known](#).

18.6 Have you made any claim for void period allowance or for exemption from liability for business rates? If so, please give details. [N/A](#).

18.7 Is the Property the subject of transitional charging arrangements? If so, please give details. [No](#).

18.8 Except where apparent from the title deeds, please give details of all outgoing (other than business, water, sewerage and drainage rates) payable by the owner or occupier of the Property, and confirm that all payments due to date have been made. [N/A](#).

18.9 Is the Property situated within an area subject to a Business Improvement District (**BID**) arrangement? [No](#).

18.10 If the Property is within an area subject to a BID arrangement, please provide the following: [N/A](#)

(a) the name and address of the BID body;

(b) the amount of the levy payable in respect of the Property; and

(c) details of any arrangements under which you may be liable to contribute to the funding of the BID even if you are not the rateable occupier.

18.11 If the Property is not within an area subject to a BID arrangement, are you aware of any proposal to create a BID that will include the Property? [None known](#).

19. NOTICES

19.1 Except where details have already been given elsewhere in replies to these enquiries, please supply copies of all notices and any subsequent correspondence that affect the Property or any neighbouring property and have been given or received by you or (to your knowledge) by any previous owner, tenant or occupier of the Property. [None known](#).

19.2 Are you expecting to give or to receive any notice affecting the Property or any neighbouring property? [Yes the County Council have served notice via it's agent to claim compensation from Electricity North West in respect of the electricity pylons across the Property.](#)

20. DISPUTES

Except where details have already been given elsewhere in replies to these enquiries, please give details of any disputes, claims, actions, demands or complaints that are currently outstanding, likely or have arisen in the past and that:

- (a) relate to the Property or to any rights enjoyed with the Property or to which the Property is subject; or [None known other than the owner of Old House Farm saying that he feels that the boundary C1- D1 is not consistent with his view of his ownership as he believes that he owns a small section of land beyond that fence line within the area edged red of approximately 1-2 metres. That is not in our opinion correct based upon LR details. He has placed his chattels on this area of land including recently storage containers and a fuel pod. We also understand that the owner of Gilmore House has placed a storage contained in this area containing Adblue.](#)

[The County Council has claimed compensation from Electricity North West via it's agent in respect of the electricity pylons across the Property.](#)

- (b) affect the Property but relate to property near the Property or any rights enjoyed by such neighbouring property or to

which such neighbouring property is subject. [None known.](#)

21. COMMUNITY INFRASTRUCTURE LEVY (CIL) [N/A. Fylde as LPA does not operate CIL.](#)

21.1 Has any planning permission (including any permission under section 73 of the Town and Country Planning Act 1990) relating to the Property been granted that is subject to the Community Infrastructure Levy ("CIL")? [N/A.](#)

21.2 Has any other CIL liability been incurred in respect of the Property relating to development authorised by permitted development rights or any other "general consent" (as defined in Regulation 5 of the CIL Regulations 2010)? [N/A.](#)

21.3 Are you aware of any existing or future CIL liability relating to the Property? [N/A.](#)

21.4 Has any notice or correspondence relating to any existing or future CIL liability in respect of the Property (including in relation to any payments of CIL in kind) been sent, lodged or received? If so, please supply a copy of all such notices and correspondence. [N/A.](#)

21.5 Have you lodged or received notice of any undetermined planning applications (including any planning appeals) relating to the Property or are you aware of any such applications? [Yes.](#)

21.6 If any CIL liability has been, or is to be, incurred, relating to the Property, has any notice been served under the CIL legislation assuming liability for the CIL or is there any legal obligation on anyone to do so? [N/A.](#)

21.7 Where someone has assumed liability for any CIL, or is under an obligation to assume liability for any existing or future CIL, relating to the Property, what protection is in place [N/A.](#)

(a) to prevent that person withdrawing their assumption of liability? [N/A.](#)

(b) to prevent that person transferring their assumption of liability without the consent of the Buyer, following completion of the Transaction? [N/A.](#)

(c) to protect the Buyer from default liability if the person who has assumed liability defaults and the collecting authority seeks or requires payment of the whole or any part of the CIL from the Buyer? [N/A.](#)

21.8 If any CIL liability has been, or is to be, incurred, relating to the Property, have any of the buildings forming part of the Property been in lawful use for a continuous period of six months within the period of three years before planning permission first permitted the chargeable development? If so, please specify which buildings or part(s) of such buildings have been in lawful use. [N/A.](#)

21.9 If any CIL liability has been, or is to be, incurred relating to the Property, is there any proposal to demolish any of the buildings forming part of the Property, or have any buildings that once formed part of the Property been demolished since the grant of a planning permission that is subject to CIL? If so, please provide details. [N/A.](#)

21.10 In relation to any CIL liability that has been, or is to be, incurred relating to the Property, are you aware that any relief has been claimed? If so, please provide full details including the date when the chargeable development in connection with which the relief was claimed was commenced. [N/A.](#)

22. COMMONHOLD

22.1 Does the Property include any land that is the subject of any application, or any proposed application, to the Land Registry for registration of a freehold estate in commonhold? [No not that County Council aware.](#)

22.2 Have you consented or been asked to consent to the establishment of a freehold estate in commonhold that would

include the Property or any part of the Property? **No.**

23. STAMP DUTY LAND TAX (SDLT) ON ASSIGNMENT OF A LEASE **N/A.**

*In this enquiry, **Lease** has the same meaning as in CPSE.4 ("the lease under which the Property is held and which is to be assigned by the Seller to the Buyer").*

23.1 If the grant of the Lease or the substantial performance of the agreement to grant the Lease or any event since the grant of the Lease was a land transaction for SDLT purposes,

(a) what was the date of the grant of the lease or substantial performance (or later transaction) for SDLT purposes?

(b) was the transaction notifiable?

(c) if the transaction was notifiable, please provide a copy of each land transaction return made to HMRC and copy of each certificate issued by HMRC certifying that the transaction was notified to them;

(d) if the transaction was not notifiable, please specify why it was not and provide a copy of any self-certification certificate made on the grant of the lease (or later transaction) or otherwise certify the effective date of the grant of the lease or substantial performance.

23.2 Is there a potential or outstanding obligation to make an additional land transaction return to HMRC as a result of any of the following occurring during the first five years from the date given in the answer to enquiry 23.1(a):

(a) the settlement or determination of any rent reviews or any other provision for varying the rent; or

(b) the settlement or determination of any contingent, uncertain or unascertained rents?

If there is, please provide a full schedule of the rents payable and paid in each quarter since the date given in the answer to enquiry 23.1(a).

23.3 If a premium was paid for the grant of the lease or any assignment of the lease to you

(a) was the whole or any part of that premium contingent, uncertain or unascertained;

(b) if it was, does the whole or any part of that premium remain contingent, uncertain or unascertained; and

(c) have you made any application to HMRC to defer payment of SDLT on that contingent, uncertain or unascertained consideration?

23.4 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?

24. DEFERRED PAYMENT OF SDLT **N/A.**

If you have made any application to defer the payment of SDLT on any contingent, uncertain or unascertained consideration and you are seeking an indemnity from the buyer in respect of the deferred payment:

(a) please provide a copy of the original land transaction return made to HMRC and a copy of the certificate issued by HMRC certifying that the transaction was notified to them;

(b) please provide a copy of all correspondence with HMRC regarding the application to defer the payment of SDLT;

(c) what is the amount of SDLT on which payment has been deferred;

(d) when does the period of deferral end; and

(e) has any event occurred that quantifies the amount of the contingent, uncertain or unascertained consideration that would impose an obligation on you to make a further land transaction return to HMRC?

25. VALUE ADDED TAX (VAT) REGISTRATION INFORMATION

25.1 Are you registered for VAT? **Yes**

25.2 If so, please provide details of your VAT registration number. **155712174.**

25.3 If you are registered as part of a VAT group, please provide the name of the representative member. **N/A.**

26. TRANSFER OF A BUSINESS AS A GOING CONCERN (TOGC) **Not a TOGC**

26.1 Do you expect the Transaction to be treated as a TOGC and so to be outside the scope of VAT?

If you answered no, please go to enquiry 27 below; otherwise please answer enquiries 26.2–26.5 below.

26.2 Why do you think TOGC treatment will apply?

26.3 Are there any factors (other than those solely within our control) that may affect the availability of this treatment?

26.4 Is the Transaction partly within and partly outside the scope of VAT (being a TOGC)? If so, how do you propose to apportion the price between the two elements?

26.5 Is the Property a Capital Goods Scheme item? If so, and if the period of adjustment has not yet expired, please supply the following:

(a) the start date of the adjustment period and of any intervals that have started or will start before completion of the Transaction;

(b) the original deductible percentage;

(c) the total input tax attributable to the Property (whether or not recoverable) that is subject to adjustment in accordance with the Capital Goods Scheme and the amount of that input tax that has been recovered by you, or by anyone previously responsible for making adjustments during the current period of adjustment; and

(d) details of any adjustment of the input tax recovered in relation to the Property by you or anyone previously responsible for making adjustments.

27. OTHER VAT TREATMENT

If and to the extent that the Transaction may not be a TOGC (however unlikely this may be) or TOGC status is not available, will the Transaction (or any part of it) be treated for VAT purposes as:

(a) standard-rated (*if yes, please go to enquiry 28 below*);

(b) exempt (*if yes, please go to enquiry 29 below*); **Yes.**

(c) zero-rated (*if yes, please go to enquiry 30 below*); or

(d) outside the scope of VAT (other than by reason of being a TOGC)? (*if yes, please go to enquiry 31 below*).

28. STANDARD-RATED SUPPLIES [N/A](#)

28.1 Why do you think that the Transaction (or any part of it) is standard-rated?

28.2 If the Transaction (or any part of it) is compulsorily standard-rated (as the freehold sale of a new or uncompleted building or civil engineering work), please state:

(a) the date of the certificate of practical completion of the Property (or each relevant part);

(b) if different, the date on which it was first fully occupied; and

(c) whether the Property (or any part of it) is not yet completed.

28.3 Have you (or a relevant associate within the meaning of paragraph 3 of Schedule 10 to the Value Added Tax Act 1994) exercised a valid option to tax (within the meaning of Schedule 10 to the Value Added Tax Act 1994) that applies to the Property? If so, please:

(a) supply a copy of the option to tax and the notice of the option given to HMRC and any notices and correspondence received from HMRC in relation to the option;

(b) supply a copy of any permission required from HMRC for the option or, where relevant, details of any automatic permission relied upon, and provide confirmation that any conditions for such permission have been satisfied; and

(c) confirm that the option applies to the whole of the Property and has not been and cannot be disapplied or rendered ineffective for any reason and cannot and will not be revoked.

28.4 Where the Transaction is the assignment of a lease, has the landlord (or a relevant associate within the meaning of paragraph 3 of Schedule 10 to the Value Added Tax Act 1994) exercised a valid option to tax (within the meaning of Schedule 10 to the Value Added Tax Act 1994) that applies to the Lease?

29. EXEMPT SUPPLIES

29.1 Why do you think the Transaction (or any part of it) will be exempt? [Exempt land transaction](#).

29.2 Does the Transaction involve both standard-rated and exempt supplies? If so, how do you propose to apportion the price between the two elements? [No](#).

30. ZERO-RATED SUPPLIES [N/A](#).

30.1 Why do you think that the Transaction (or any part of it) is zero-rated?

30.2 Does the Transaction involve both standard-rated and zero-rated supplies? If so, how do you propose to apportion the price between the two elements?

31. TRANSACTIONS OUTSIDE THE SCOPE OF VAT (OTHER THAN TOGCs) [N/A](#).

31.1 Why do you think that the Transaction (or any part of it) is outside the scope of VAT?

31.2 Is the Transaction partly within and partly outside the scope of VAT (other than by reason of being a TOGC)? If so, how do you propose to apportion the price between the two elements?

32. CAPITAL ALLOWANCES

NOTE: In this enquiry 32 “**plant and machinery fixtures**” means plant and machinery fixtures at the Property

32.1 Do you hold the Property on capital account as an investor/ owner-occupier, or on revenue account as a developer/ property trader as part of your trading stock? Please specify which. **No.**

32.2 Have you claimed capital allowances on plant or machinery fixtures or allocated any expenditure on such fixtures to a capital allowances pool? If so, please answer the supplementary questions in enquiry 32.9 in respect of that expenditure. **No.**

32.3 If there is any expenditure on plant and machinery fixtures that you have not pooled: **N/A.**

(a) will you do so if the Buyer asks you to?

(b) if so, by when?

(c) if not, why not?

32.4 If you bought the Property and cannot pool any expenditure on plant and machinery fixtures: **N/A.**

(a) please provide the name and contact details of everyone who has owned the Property since April 2014;

(b) please provide evidence that the most recent previous owner who was entitled to claim allowances pooled any expenditure on plant and machinery fixtures? Please answer the supplementary questions in enquiry 32.9 in respect of that previous owner’s expenditure.

32.5 Please provide details of any plant and machinery fixtures which were paid for by a tenant, including any contributions made by you towards their cost. **N/A.**

32.6 Please provide details of any plant and machinery fixtures which are leased to you by an equipment lessor. **N/A.**

32.7 If the transaction is the grant of a new lease at a premium, and you are entitled to do so and the Buyer asks you to, will you enter into a Capital Allowances Act 2001 section 183 election for the Buyer to be treated as the owner of the plant and machinery fixtures for capital allowances purposes? **N/A.**

32.8 Please provide details of any expenditure on plant and machinery that you have treated as long-life assets, or any expenditure upon which you have claimed another type of capital allowances (for example, industrial buildings allowances, research and development allowances, business premises renovation allowances and so on). **N/A.**

Supplementary enquiries

32.9 For each plant and machinery fixture for which a claim has been made or expenditure has been pooled, please: **N/A.**

(a) provide a description of that fixture; **N/A.**

(b) state when that fixture was acquired; **N/A.**

(c) state whether that fixture was installed by you, or already installed by a previous owner (please specify which); **N/A.**

(d) state the amount of expenditure pooled in respect of that fixture; and **N/A.**

(e) (where enquiry 32.2 applies) confirm that you will enter into a Capital Allowances Act 2001 section 198 election in that

amount (or other appropriate amount, to be agreed) if asked to do so by the Buyer. N/A.

OR

(f) (where enquiry 32.4 applies) confirm whether the most recent previous owner who was entitled to claim allowances entered into a Capital Allowances Act 2001 section 198 election and, if so, in what amount. N/A.

32.10 In relation to capital allowances on structures and buildings (SBAs): N/A.

(a) Does the Property qualify for SBAs? N/A.

(b) If the answer to (a) is yes, then please state: the total qualifying expenditure for SBAs; the dates when such expenditure was incurred and by whom; the amounts of SBAs that have been claimed to date, by whom and when; the current residue of qualifying expenditure; together with all supporting evidence as required by the relevant legislation; and please provide an "allowance statement" as mentioned in section 270IA Capital Allowances Act 2001. N/A.

32.11 Please provide the name and contact details of your capital allowances adviser. Please confirm that we may make contact with him/her in order to obtain information about the matters dealt with in this enquiry 32. N/A.

END OF DOCUMENT
