

Short description  
of the property

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Parties

to

————— Oyez —————  
**ENQUIRIES**

**BEFORE CONTRACT**

In cases of property subject to a tenancy, forms **Con 291** (general business and residential tenancies) or **Con 292** (agricultural tenancies) should also be used.

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**Please strike out enquiries which are not applicable**

Replies are requested to the following enquiries.

The replies are as follows.

*Proposed buyer's solicitors.*

*Proposed seller's solicitors.*

Date

Date

**GENERAL ENQUIRIES**

**REPLIES**

**These replies, except in the case of any enquiry expressly requiring a reply from the Seller's solicitors, are given on behalf of the proposed Seller and without responsibility on the part of his solicitors their partners or employees. They are believed to be correct but the accuracy is not guaranteed and they do not obviate the need to make appropriate searches, enquiries and inspections.**

**1. Boundaries**

- (A) To whom do all the boundary walls, fences, hedges and ditches belong?
- (B) If no definite indications exist, which has the Seller maintained or regarded as his responsibility?
- (C) Is the Seller aware of any divergence between the physical boundaries and those shown on the title deeds?

**2. Disputes**

- (A) Is the Seller aware of any past or current disputes regarding boundaries, easements, covenants or other matters relating to the property or its use?
- (B) During the last three years, has the Seller complained or had cause to complain about the state and condition, or the manner of use, of any adjoining or neighbouring property? If so, please give particulars.

**3. Notices**

Please give particulars of all notices relating to the property, or to matters likely to affect its use or enjoyment, that the Seller (or to his knowledge any predecessor in title) has given or received and confirm whether any such notices have been complied with.

**4. Guarantees etc.**

- (A) Please supply a copy of any of the following of which the Buyer is to have the benefit:
  - agreement, covenant, guarantee, warranty, bond, report, certificate, indemnity and insurance policy, relating to any of the following matters:
    - the construction of the property, or any part of it, or of any building of which it forms part;
    - any contamination which was, is or may be at or under the property;
    - any repair or replacement of, or treatment or improvement to the fabric of the property;
    - the maintenance of any accessway;
    - the construction costs of any road (including lighting, drainage and crossovers) to which the property fronts, and the charges for adopting any such road as maintainable at the public expense;
    - a defective title;
    - breach of any restrictive covenant.
- (B) (i) What defects or other matters have become apparent, or adverse claims have been made by third parties, which might give rise to a claim under any document mentioned in (A)?
  - (ii) Has notice of such defect, matter or adverse claim been given? If so, please give particulars.
  - (iii) Please give particulars of all such claims already made, whether or not already settled.

(C) Has any document relating to the property been the subject of any application for designation as an exempt information document by you or anyone else to your knowledge?

## 5. Services

(A) Does the property have mains drainage, water, electricity and gas services? Who supplies the services?

(B) Is the property connected to any telephone, television, internet or other media services?

(C) Is the water supply metered?

(D) Do any of the services (except where part of the mains) pass through or over property not included in the sale?

(E) If so, please give details of route and particulars of any easement, grant, exception, reservation, wayleave, licence or consent authorising this.

(F) Please supply a copy of any licence to abstract water and of any consent or licence relating to drainage, issued in respect of the property or the activities carried on there.

## 6. Facilities

(A) Except in the case of public rights or where particulars have already been given, what rights are there for the use of the following facilities, whether enjoyed by the owner or occupier of the property, or over the property for the benefit of other property:

- Access for light and air;
- Access for pedestrians and vehicles;
- Emergency escape routes;
- Pipes and wires for services not dealt with in Enquiry 5;
- Access and facilities for repair, maintenance and replacement.

Please supply copies of any relevant documents.

(B) Has any person taken any action to stop (whether immediately or at some future time) the use of any facility? If so, please give particulars.

(C) In respect of maintenance, repair or replacement work on any land or fixtures affording any facility:

(i) What work has been done by the Seller (or, to his knowledge, any predecessor in title), and when?

(ii) What work has the Seller been called upon to do which has not yet been done?

(iii) Is the Seller aware of any circumstances likely to give rise to any expenditure in relation to such work?

(iv) What sums has the Seller contributed to work done by others, and when? Is any demand for such sums still outstanding?

(v) What sums has the Seller called upon others to contribute, and when? Is any demand still outstanding?

## 7. Adverse Rights

(A) Is the Seller aware of any rights or informal arrangements affecting the property, other than any disclosed in the draft contract or immediately apparent on inspection, which are exercisable by virtue of an easement, grant, wayleave, licence, consent, agreement relating to an ancient monument or land near it, or otherwise or which are in the nature of public or common rights?

(B) (i) Please give the full names, and ages if under 18, of all persons in actual occupation of the property.

(ii) What legal or equitable interest in the property has each of those persons?

(C) Whether or not the title is registered, is the Seller aware of any other interests under Schedules 1, 3 and 12 of the Land Registration Act 2002?

## 8. Restrictions

(A) Have all restrictions affecting the property or its use been observed up to the date hereof? If not, please give details.

(B) Where such restrictions have in the past required any person's consent or approval of plans, does the Seller have written evidence of that consent or approval?

## 9. Planning etc.

(A) (i) What is the present use of the property?

(ii) When did the present use of the property commence?

(iii) Has this use been continuous since it commenced?

(B) During the four years immediately prior to receipt of these enquiries:

(i) Were any of the buildings on the property erected, or have any been altered or added to?

- (ii) Have any other building, engineering, mining or other operations been carried out in, on, over or under the property?
- (iii) Has any condition or limitation on any planning permission not been complied with?

If so, please give details.

(C) Please supply a copy of:

(i) Any planning permission authorising or imposing conditions upon the present use of the property, and the erection or retention of the buildings now on it.

(ii) Any bye-law approval or building regulation consent relating to those buildings.

(iii) Any fire risk assessments and any enforcement, prohibition or alteration notices.

(D) (i) Please confirm that all works carried out in, on, over or under the property were carried out in accordance with the Building Regulations in force at the relevant time.

(ii) Please supply certificates of compliance with Building Regulations relating to such works.

(E) Have all statutes and requirements of local and other competent authorities relating to the occupation and use of the property been complied with? If not, please give details.

### 10. Fixtures, Fittings etc.

(A) What fixtures, fittings, plant and equipment are included in the sale?

(B) What fixtures, fittings, plant and equipment will be removed prior to completion?

(C) Have any claims for capital or other allowances been made in relation to the plant, machinery or industrial buildings included in the sale?

If so, please give details.

### 11. Outgoings

(A) What is the rateable value or council tax band (as appropriate) of the property?

(B) What other periodic charges affect the property or its occupier, apart from business rates or council tax (as appropriate) and water service charges?

### 12. Completion

(A) How long after exchange of contracts will the Seller be able to give vacant possession of the whole of the property?

(B) The Buyer's solicitors wish to complete by adopting the Law Society's Code for Completion by Post (2011 edition). Do the Seller's solicitors agree?

### 13. Environment and Environmental Health

(A) Is the Seller aware of:

(i) the presence of dangerous or polluting substances or materials in any soil, groundwater or body of water at or under the property or at or under any adjoining or neighbouring land?

(ii) any previous use or activities or any current use or activities involving dangerous or polluting substances or materials, at the property or any adjoining or neighbouring land?

(iii) any landfill site, whether closed or in operation, at, or within 250 metres of the property?

If the answer to any of the above questions is "Yes", please give details.

(B) Please supply a copy of all environmental audits, assessments, surveys, energy performance certificates and other such reports in respect of the property.

(C) Is the Seller aware of the presence of any asbestos or other harmful materials or substances in the fabric of the property or in any of the fixtures? If so, please give details.

(D) Is the Seller aware of any matter coming from any adjoining or neighbouring land which interferes, or which the Seller believes could interfere, with the use or enjoyment of the property - for example, odours, noise, fumes, dust, steam, gases or smoke? If so, please give details.

(E) Has the property ever flooded from any source?

### 14. VAT

(A) Will the Seller charge VAT on the sale?

(B) If so, has the Seller made an option to tax in relation to the property?

## ADDITIONAL ENQUIRIES

### LEASEHOLD ENQUIRIES

#### I. General

- (A) Is the lease under which the property is held a head lease or an underlease?
- (B) Please state the names and addresses of
- the lessor;
  - any superior lessor;
  - the solicitors of all of them;
  - the receivers of the rent;
  - the managing agents.
- (C) Please supply copies of all licences granted by the lessor, other than licences to assign.
- (D) What steps have been taken to obtain the lessor's consent to the proposed assignment? Please supply a copy of any licence granted.

#### II. Covenants

- (A) Has the lessor complained of any breach of covenant?
- (B) Has any obligation in the lease to paint or do any other work by or at a particular time been strictly fulfilled? If not, please give details.
- (C) Has the Seller had cause to complain of any breach of the lessor's covenants?

#### III. Service Charge

- (A) Please give details of service charge payments for the last three years, with any supporting accounts or vouchers that the Seller has.
- (B) Has the Seller, or to his knowledge any predecessor in title, exercised a statutory right to obtain information? If so, with what result?

#### IV. Insurance

Please supply details of the insurance covering the building(s), including policy number, insured's name(s), risks covered, for what amount, premium and date to which insured.

#### V. Reversionary Title

Please supply a copy of a marked abstract or official copy of the freehold title and of any superior lease.

#### VI. Stamp Duty Land Tax

Please confirm that no further land transaction return is required in respect of any transaction involving the lease and supply a copy of each land transaction return made and a copy of each stamp duty land tax certificate issued by H.M. Revenue & Customs.

## ADDITIONAL ENQUIRIES

Replies to Enquiries before Contract  
Conveyancing 29 (long)

Sellers: Mr & Mrs JA Well and Mr & Mrs BR Wells

Property: Lots 1, 2, 3 and 4 situate at Scalehouses, Renwick, Penrith, Cumbria

1. Boundaries

(A) Please see the T marks on the sale plan of PFK Land Agency. Where no mark is shown no further information is available.

(B) See 1(A)

(C) The Buyer must rely on the result of his own inspection

2. Disputes

(A) No

(B) No

3. Notices

None of which the Sellers are aware

4. Guarantees

Not applicable

5. Services

(A) Lot 1 does not have the benefit of any mains services. In particular it does not have a supply of water.

Lot 2 has the benefit of a mains water supply.

Neither Lot 3 or Lot 4 has the benefit of mains services. Both Lots do have the benefit of a natural water supply.

(B) No

(C) The mains water supply to Lot 2 is metered

(D) Not applicable

(E) Not applicable

(F) Not applicable

6. Facilities

(A) There are none of which the Sellers are aware but the Buyers must rely upon the result of their own survey and inspection

(B) Not to the Sellers' knowledge

(C) Not applicable

7. Adverse Rights

(A) No but the Property is sold subject to any there may be

(B) The Sellers are in occupation of Lots 1 and 2. Lots 3 and 4 are subject to summer grazing licences due to expire on 1<sup>st</sup> September 2019

(C) No but each Lot is sold subject to any there may be

8. Restrictions

(A) The Sellers are not aware of any breach

(B) Not applicable

9. Planning etc

- (A)(i)&(ii) Permanent grazing for time immemorial
- (B)(i) There are no buildings
- (ii) No
- (iii) Not applicable
- (C)(i) There are none of which the Sellers are aware
- (ii)-(iii) There are none of which the Sellers are aware
- (D)(i) There are no buildings
- (ii) Not applicable
- (E) The Sellers are not aware of any breach

10. Fixtures, Fittings etc

- (A) – (B) The property is sold as seen
- (C) Not applicable

11. Outgoings

- (A) Not applicable
- (B) There are none of which the Sellers are aware

12. Completion

- (A) To be announced at the public auction before commencement of bidding
- (B) If required but at the Buyers risk

13. Environment and Environmental Health

- (A)(i)-(iii) No but no warranty is given in respect thereof and the Buyers must rely upon the results of their own enquiries, survey and inspection
- (B) There are none of which the Sellers are aware
- (C) – (D) No but no warranty is given in respect thereof and the Buyers must rely upon the results of their own enquiries, survey and inspection
- (E) No

14. VAT

- (A) No
- (B) No

Arnison Heelis  
13 August 2019