

# CONTENTS

---

---

## CLAUSE

1. Boundaries and extent.....	3
2. Rights benefiting the Property.....	3
3. Adverse Rights affecting the Property	4
4. Physical condition .....	6
5. Utilities and services .....	9
6. Planning and building regulations .....	9
7. Statutory agreements and infrastructure.....	10
8. Statutory and other requirements....	11
9. Environmental.....	11
10. Occupiers.....	12
11. Notices .....	12
12. Disputes .....	13
13. Farm payments, land management and capital grant schemes .....	13
14. Sporting rights .....	14
15. Insurance .....	14
16. SDLT.....	15
17. VAT.....	15

## Short form pre-contract enquiries for



### **bare land**

#### **Conditions**

This document may be used free of charge subject to the Conditions set out in Practice note, Conditions for use of agriculture and rural land standard enquiries.

#### **Particulars**

**Seller:** Patricia Ellithorn

**Buyer:**

**Property:** Lot 1, Land at Lowside Farm, Helton, Penrith, CA10 2QB

**Transaction:** Sale of land

**Seller's solicitors:** Arnison Heelis Solicitors, 1 St Andrew's Place, Penrith, CA11 7AW

**Buyer's solicitors:**

**Date:**

#### **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.
- **Rights:** means any covenants, agreements, rights, restrictions, or informal arrangements of any kind (including any which are in the course of being acquired).
- **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 or employees.

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.

**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?

none as far as I am aware.

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

NO

1.3 In relation to each of the Boundary Features:

(a) Which of them have you maintained or regarded as your responsibility?

AS per Agents

Plan

(b) Are any boundaries shared or maintained?

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

Retaining Small Triangle of land.

**2. Rights benefiting the Property**

**NOTE:** For the avoidance of doubt, Rights include, but are not limited to, sporting rights, manorial rights, commons rights, rights of light and rights in respect of mines and

minerals, including rights of ownership and rights to work minerals.

- 2.1 What Rights does the Property benefit from, other than those which are apparent from the copy documents supplied? *NONE*
- 2.2 Please confirm that all terms and conditions relating to the exercise of any Rights which benefit the Property have been complied with. *N/A*
- 2.3 Please give details of the maintenance (including costs) of any land, Conduits or equipment used in connection with any Rights. *N/A*
- 2.4 Please give details of any interference with any Rights, whether past, current or threatened. *N/A*
- 2.5 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? *N/A*
- 2.6 What are the pedestrian and vehicular access routes to and from the Property? *From adopted Highway*
- 2.7 Have you, or to your knowledge has anyone else, applied to modify or discharge any Rights benefitting the Property? *N/A*
3. **Adverse Rights affecting the Property**

**NOTE:** For the avoidance of doubt, Adverse Rights include, but are not limited to, sporting rights, manorial rights, rights in respect of chancel

repair, commons rights and rights in respect of mines and minerals, including rights of ownership and rights to work minerals.

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

none as far as  
I am aware.

3.2 To what extent have the Rights been exercised and by who?

N/A

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

N/A

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

none as far as I am  
aware

3.5 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

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

no

3.7 Have you suffered any nuisance or damage as a result of the exercise of any Adverse Right?

no

3.8 Are there any telecommunications or electrical apparatus on the Property, including any electricity substations or telecommunications masts? If so, please supply copies of any relevant documentation.

electric cable  
see title deeds



3.9 Are there any renewable energy installations on the Property (for example, wind turbines, solar panels, biomass boilers or anaerobic digesters)?

no

3.10 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?

na

3.11 Have any statements or declarations been made under section 31(6) of the Highways Act 1980 in relation to rights over the Property? If so, please state the date on which any statement or declaration was deposited and provide copies of any statements and declarations.

no

#### 4. Physical condition

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

(a) subsidence, settlement, landslip or heave;

no

(b) defective Conduits, fixtures, plant or equipment;

no

(c) any contamination or other infection;

no

(d) any invasive plants listed in Part II of Schedule 9 to of the Wildlife and Countryside Act 1981, including without limitation Japanese knotweed (*Fallopia japonica*);

no

(e) any other infestation or pest; or injurious weeds, including without limitation

wireworm, potato cyst nematode, rhizomania, blackgrass or any other persistent weed;

no

(f) flooding or drainage defect.

4.2 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?

no

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

n/a

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

n/a

4.5 Please provide a plan showing the location of any land drains, cess pools, septic tanks, sewage treatment plants, overflows, soakaways and outfalls and the routes of any linking pipes.

none as far as I am aware

4.6 Please identify any major engineering works.

n/a

4.7 Has there been any unauthorised waste dumping, fly tipping, burial of animal carcasses, fly grazing or vandalism on the Property or theft from the Property in the last ten years?

none unauthorised buried pony under tree

4.8 Does the boundary of the Property immediately adjoin a highway maintainable at public expense at,



- and for the full width of, each point of access?
- 4.9 Are there any barriers to access to the Property that are controlled by a third party? If so, please give details.
- 4.10 If any access from the Property to a public highway is shared with any third party, please give details of the frequency of use of the access by other vehicles.
- 4.11 If the Property has been affected by flooding, then in addition to any details already provided in reply to enquiry 4.1(f), please provide details of the source of the flood, the year (or years) in which it occurred, and whether the flooding is seasonal.
- 4.12 Are there any pipelines, cables, wires, drains, ditches, under or over ground storage tanks not apparent on physical inspection that could interfere with normal farming operations?
- 4.13 Has there been any filling of former excavations or voids on the Property, such as gravel pits, mines or quarries?
- 4.14 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.

as far as I am aware

no

no

no

not as far as I am aware

no

occasional access  
to repair walls.

**5. Utilities and services**

5.1 Please list the services available at the Property and confirm which (if any) are connected to the mains, copies or recent bills, and if applicable provide plan of the location of any water meters.

N/A

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

ll

5.3 If so, please give details of the route and easement, grant, exception reservation, wayleave, licence or consent.

ll

5.4 Please provide copies of the most recent bills for the services referred to at enquiry 6.1 and the location of any water or electricity meters serving the Property.

ll

5.5 Please provide copies of any consent or licence relating to any drainage used in respect of the Property or the activities carried on there.

ll

5.6 Please provide copies of any licence to abstract water? If applicable how much water is actually abstracted during any one year? Please supply the average amount of water abstracted for each of the last 5 years?

ll

5.7 Please provide a plan of any water system that affects the Property.

ll

**6. Planning and building regulations**

6.1 Are you aware of any breach of planning law in relation to the

- construction, use or occupation of the Property? no
- 6.2 What works have been carried out at the Property during the last four years? no
- 6.3 What changes of use have taken place at the Property during the last ten years? none
- 6.4 What is the existing use of the Property and how is it authorised under planning legislation? agricultural  
continued use grazing land
- 6.5 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
- 6.6 What information do you have about any proposals for the development of any adjoining or neighbouring property? none
- 7. Statutory agreements and infrastructure**
- 7.1 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
- 7.2 Are you required to enter into any agreement or obligation with any planning, highway or other public authority or utilities provider? no
- 7.3 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?

NOT AS FAR AS I  
AM AWARE.

**8. Statutory and other requirements**

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

NO

8.2 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

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

N/A

**9. Environmental**

9.1 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.

NONE

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

N/A

9.3 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).

NONE AS FAR AS I AM  
AWARE.

9.4 Please confirm that you are not aware of any breach of any environmental law relating to the past or present use or occupation of

NOT AWARE OF ANY  
BREACHES DURING MY  
OCCUPATION



the Property or for substances in, on, at or under the Property.

no

9.5 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

9.6 Has the property or has the property had any plant or animal health issues within the last 5 years? If so, are there any outstanding notices against the property in respect of any one of these issues including TB? Is the Property within a badger-controlled area?

no

→ no

#### 10. Occupiers

For the avoidance of doubt, occupiers means but is not limited to family-controlled farming partnerships or companies, beneficiaries under a trust, contract farming arrangements or employees.

no

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

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

vacant as on 9 Jan.

#### 11. 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.

none received

**12. Disputes**

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

None

12.2 Are you aware of any noise, odour, dust or spray drift or other matter arising from neighbouring land but noticeable on or in the Property?

NO

12.3 Have there ever been or are there currently any incidents of unauthorised occupation or trespassing on the Property by a third party? If so, please give details.

NO

**13. Farm payments, land management and capital grant schemes**

13.1 Is the Property entered into any farm payment or other environmental land management scheme or capital grant scheme, such as the Basic Payment Scheme, or any other replacement scheme delivering public money for public goods?

BPS claimed

13.2 If the answer to clause 13.1 is "yes", please:

(a) Confirm that all terms of the scheme, including any cross compliance or replacement general standards of land management, have been complied with.

N/A

(b) Confirm that no conditions are outstanding that may require the repayment of



the funds payable under the scheme.

- (c) Confirm that there are no outstanding inspections, penalties or disputes relating to the scheme
- (d) On a plan, specify the areas affected including identifying any areas required to be kept as permanent grassland or other environmental specific area.
- (e) Supply copies of all relevant correspondence including but without limitation to applications, forms, correspondence, statements and payment schedules, or maps.

13.3 Is the Property entered into any woodland grant scheme? If so, please confirm that all the terms and conditions of that scheme have been complied with including but without limitation to all felling licences?

n/a

#### 14. Sporting rights

14.1 Please confirm that all fishing and sporting rights are in hand and are included in the sale of the Property. If not in hand, please supply copies of any written agreements or a summary of any oral agreements?

no knowledge of ownership of sporting rights

#### 15. Insurance

15.1 Have you ever experienced any difficulty in obtaining insurance cover for the Property including cover for public liability, at normal

n/a

rates and subject to normal exclusions?

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

N/A

**16. SDLT**

- 16.1 Did you make any application to defer the payment of SDLT, or land transaction tax (LTT) on your acquisition of the property?

no

**17. VAT**

- 17.1 Have you (or a relevant associate within the meaning of paragraph 3 of Schedule 10 to the Value Added Tax Act 1994 (VATA 1994) or a relevant group member for the purposes of paragraph 21 of Schedule 10 to the VATA 1994) made a valid option to tax (under paragraph 2 or 21 of Schedule 10 to the VATA 1994) for the purpose of VAT in respect of the Property, or is the sale otherwise subject to VAT?

no

- 17.2 Please confirm that you, a relevant associate (within the meaning of paragraph 3 of Schedule 10 to the VATA 1994) and/or a relevant group member (within the meaning of paragraph 21 of Schedule 10 to the VATA 1994) will not make an option to tax (under paragraph 2 or 21 of Schedule 10 to the VATA 1994) in relation to the Property before Completion?.

confirmed