

Commercial Property Standard Enquiries

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

Conditions

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

Seller: Euro Prop Ltd

Buyer: TBC

Property: 110 High Street Sittingbourne, Kent

Development (if appropriate): N/A

Transaction: Sale

Seller's solicitors: Radius Law

Buyer's solicitors: TBC

Date: 2 May 2023

Interpretation

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

- **Buyer:** includes tenant and prospective tenant.
- **Conduits:** means the pipes, wires and cables through which utilities and other services are carried.
- **Property:** includes any part of it and all buildings and other structures on it.
- **Rights:** means any covenants, agreements, rights, restrictions, or informal arrangements of any kind (including any which are in the course of being acquired).
- **SDLT:** includes Land Transaction Tax where the Property is in Wales, and references to HMRC include the Welsh Revenue Authority where relevant.
- **Seller:** includes landlord and prospective landlord.

2. The replies to the enquiries will be given by the Seller and addressed to the Buyer. Unless otherwise agreed in writing, only the Buyer and those acting for it may rely on them.

- References in these enquiries to "**you**" mean the Seller and to "**we**" and "**us**" mean the Buyer.
- In replies to the enquiries, references to "**you**" will be taken to mean the Buyer and to "**we**" and "**us**" will be taken to mean the Seller.

3. The replies are given without liability on the part of the Seller's solicitors, its members, partners, employees, consultants or other staff.

4. The Buyer acknowledges that even though the Seller will be giving replies to the enquiries, the Buyer should still inspect the Property, have the Property surveyed, investigate title and make all appropriate searches and enquiries of third parties.

5. In replying to each of these enquiries and any supplemental enquiries, the Seller acknowledges that it is required to provide the Buyer with copies of all documents and correspondence and to supply all details relevant to the replies, whether or not specifically requested to do so.

6. The Seller confirms that pending exchange of contracts or, where there is no prior contract, pending completion of the Transaction, it will notify the Buyer on becoming aware of anything which may cause any reply that it has given to these or any supplemental enquiries to be incorrect.

Practical Law

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ENQUIRIES

1. BOUNDARIES AND EXTENT

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

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

Not aware of any. Please refer to title documents supplied.

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

Seller is not aware of any.

- 1.3 In relation to each of the Boundary Features:

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

Please refer to title documents and rely on your own inspection.

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

Please refer to plan and your own due diligence/searches.

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

Not as far as the Seller is aware

2. RIGHTS BENEFITING THE PROPERTY

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

Please refer to documents supplied and rely on your own due diligence

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

As above (2.1)

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

Seller is not aware of any

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

Please rely on your own inspection/due diligence

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

Seller is not aware of any

3. ADVERSE RIGHTS AFFECTING THE PROPERTY

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

Please refer to documents supplied and rely on your own due diligence

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

As above (3.1)

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

None so far as the Seller is aware.

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

Not as far as the Seller is aware but please rely on your own enquiries and searches.

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

No

4. PHYSICAL CONDITION

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

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

Please rely on your own inspection and survey

- 4.2 Is there any Green Deal Plan affecting the Property?

Not as far as the Seller is aware but please rely on your own enquiries

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

Not during the Seller's period of ownership so far as they are aware.

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

The Seller does not hold any records.

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

N/A

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

Confirmed as far as the Seller is aware but the Seller has not been in occupation so no warranty can be given.

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

The buyer is acquiring the Property as seen.

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

Confirmed.

6. UTILITIES AND SERVICES

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

Electricity, Water & Drainage. Buyer must make their own investigations

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

Not as far as the Seller is aware but the Buyer must refer to the search results in the auction pack.

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

There is no communal heating, cooling or hot water systems that the Seller is aware of.

6.4 Please provide:

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

N/A

7. FIRE SAFETY AND MEANS OF ESCAPE

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

Please rely on your own inspection and survey.

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

Not so far as the Seller is aware but the Seller is not in occupation so the Buyer will need to undertake its own enquiries.

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

See above (7.2)

8. PLANNING AND BUILDING REGULATIONS

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

None that the Seller is aware of however the Buyer must rely upon its own enquiries of the relevant local authority planning office and refer to the search results supplied in the auction pack.

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

Not as far as the Seller is aware but the Buyer must rely on its own enquiries and refer to the search results in the auction pack.

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

None so far as the Seller is aware.

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

The Seller is not aware of any changes during its period of ownership.

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

Please refer to the lease and documents in the auction pack.

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

The Seller does not hold any.

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

Not so far as the Seller is aware but the Buyer must rely on their own enquiries and refer to the documents in the auction pack.

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

Buyer to rely on their own enquiries/due diligence/searches

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

Not as far as the Seller is aware but the Buyer must rely on their own enquiries and refer to the documents in the auction pack.

9. STATUTORY AGREEMENTS AND INFRASTRUCTURE

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

The Seller is not aware of any however please rely on your own enquiries and refer to the documents in the auction pack.

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

Not as far as the Seller is aware

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

Not as far as the Seller is aware

10. STATUTORY AND OTHER REQUIREMENTS

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

Not as far as the Seller is aware

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

No – the Seller is not in occupation.

10.3 If the answer to enquiry 10.2 is yes

(a) Is the file at the Property and available for us to inspect?

(b) In what form will the file be provided to us upon completion?

N/A – see above (10.2)

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

New EPC is being obtained.

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

To be confirmed.

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

N/A – the Seller is not in occupation.

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

N/A

11. ENVIRONMENTAL

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

None available. Please rely on own enquiries and refer to the documents in the auction pack

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

As above. Please rely on own enquiries and refer to the documents in the auction pack

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

As above. Please rely on own enquiries and refer to the documents in the auction pack

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

Not as far as the Seller is aware but please rely on your own enquiries and refer to the documents in the auction pack .

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

Not so far as the Seller is aware.

12. OCCUPIERS

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

Please see lease supplied in the auction pack.

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

N/A

13. INSURANCE

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

No

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

N/A

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

Please see insurance information supplied.

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

N/A

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

N/A

14. RATES AND OTHER OUTGOINGS

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

None so far as the Seller is aware.

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

Not as far as the Seller is aware.

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

The Seller is not aware of any and the Buyer should rely on their own enquiries.

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

Buyer to liaise directly with VOA

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

Not as far as the Seller is aware

15. NOTICES

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

None so far as the Seller is aware

16. DISPUTES

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

Seller is not aware of any

17. SDLT ON ASSIGNMENT OF A LEASE

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

- 17.1 Where the Lease or the substantial performance of the agreement to grant the Lease or any event since the grant of the Lease constitutes a transaction notifiable for SDLT

purposes, including the payment of a premium for the grant of the Lease or any assignment of it, please provide copies of all land transaction returns and certificates issued by HMRC certifying notification.

N/A

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

N/A

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

N/A

18. DEFERRED PAYMENT OF SDLT

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

N/A

19. VAT

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

282 9277 64

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

Confirmed.

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

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

Yes - option to tax.

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

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

Please see option to tax supplied.

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

N/A

20. CAPITAL ALLOWANCES

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

N/A

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

N/A