

Commercial Property Standard Enquiries

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

Conditions

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

Particulars

Seller: Juliet Eva Broster

Buyer: TBC

Property: 20/20A Market Street, Hoylake, Wirral, CH47 2AE

Transaction: Auction Sale

Seller's solicitors: Fosters Solicitors LLP, William House, 19 Bank Plain, Norwich, Norfolk, NR2 4FS

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 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 so far as the seller is aware but the purchaser should rely upon their own inspection

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

Not so far as the seller is aware

- 1.3 In relation to each of the Boundary Features:

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

(a) The boundaries to the front and back of the property are formed by the property itself meeting the paths. To the left and right the boundaries are again the property walls as the property is terraced.

(b) None as far as the seller is aware

(c) The walls between the terraced buildings are party structures

(d) Not as far as the seller is aware

(e) Not as far as the seller is aware

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

Not so far as the seller is aware but the purchaser should rely upon their own inspection

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

No

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?

None so far as the seller is aware

- 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 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?

Not so far as the seller is aware

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

Front Door to Flat and a separate Front Door to the restaurant accessed from Market Street, Rear Access to Flat & Restaurant via Charles Road. There is on road parking along Market Street, but no dedicated parking for the property.

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

Not to the seller's knowledge

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?

None so far as the seller is aware

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.

Yes, so far as the seller is aware

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

Not so far as the seller is aware

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

Not so far as the seller is aware

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

Not so far as the seller is aware

4. PHYSICAL CONDITION

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

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

None of these are applicable, so far as the seller is aware but the purchaser should rely upon their own inspection

4.2 Is there any Green Deal Plan affecting the Property?

Not so far as the seller is aware

- 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 so far as the seller is aware but the purchaser should rely upon their own inspection

- 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.

There is no asbestos survey to the seller's knowledge

- 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.

There are none so far as the seller is aware

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

Not known, however it is unlikely that any tests have been performed and therefore any associated recommended work carried out. The purchaser should rely upon their own inspection

5. CONTENTS

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

None

- 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.

The seller owns all fixtures and fittings that will remain on the Property

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.

Gas connected / metred
Electric connected / metred
Water connected / metred

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

Not so far as the seller is aware

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

Not so far as the seller is aware but the purchaser should rely upon their own inspection

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.

Attached

7. FIRE SAFETY AND MEANS OF ESCAPE

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

Front and back doors. There are no emergency escapes.

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?

There is no fire risk assessment

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

Not so far as the seller is aware

8. PLANNING AND BUILDING REGULATIONS

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

Not so far as the seller is aware

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

Not so far as the seller is aware

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?

None so far as the seller is aware

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

Ground floor restaurant with residential accommodation over three floors

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.

N/A

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?

None so far as the seller is aware

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

None of which the seller is aware

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

Not so far as the seller is aware

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?

Not so far as the seller is aware

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

Not so 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 so 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 so far as the seller is aware

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

No

10.3 If the answer to enquiry 10.2 is yes

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

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

N/A

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

Provided

- 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.

N/A

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

N/A

- 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.

N/A

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

N/A

- 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).

N/A

- 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.

The seller is not aware of any such breach

- 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.

The seller is not aware of any environmental incidents of any kind at the Property

12. OCCUPIERS

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

The tenant of the Restaurant

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

The property became vacant when the seller moved into a care home in Norfolk, circa Easter 2023

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. The property is currently insured.

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

There are no outstanding insurance claims so far as the seller is aware

- 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.

It is the intention to cancel the insurance policy when contracts have been exchanged – the purchaser should arrange for their own insurance thereafter.

- 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.

Attached

- 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?

Not so far as the seller is aware but the purchaser should rely upon their own inspection

- 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?

None so far as the seller is aware

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

There are no bills for business rates because these are sent directly to and paid directly by the tenant. The Council tax bill is attached.

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

N/A

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.

N/A

16. DISPUTES

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

The seller is not aware of any current, past, or likely disputes

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.

N/A

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.

N/A

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?

N/A

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.

N/A

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?

Not as far as the seller is aware

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.