

## Commercial Property Standard Enquiries

**CPSE.7 (version 1.0) 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 3.2) Guidance notes on the Commercial Property Standard Enquiries*.

### Particulars

**Seller:**

**Buyer:**

**Property:**

**Transaction:**

**Seller's solicitors:**

**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).
  - **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.

# 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?

No

- 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?
- (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?

Maintained by tenant

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

No

- 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

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?

n/a

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

No

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

No

**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

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.

n/a

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

No

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?

No

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?

Don't know, buyer should rely on their own inspection, enquiries and surveys

4.2 Is there any Green Deal Plan affecting the Property?

Don't know, buyer should rely on their own inspection, enquiries and surveys

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?

Don't know, buyer should rely on their own inspection, enquiries and surveys

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.

No recent reports

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.

None

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.

Responsibility of the tenant

## 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.

None

## 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 and water

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

Don't know, buyer should rely on their own inspection, enquiries and surveys

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

No

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.

Responsibility of the tenant

- 6.5 Are any of the electricity meters serving the Property half hourly meters settled on the half hourly market?

Don't know, buyer should rely on their own inspection, enquiries and surveys

- 6.6 Do you pay or contribute to the Carbon Reduction Commitment Energy Efficiency Scheme?

Don't know, buyer should rely on their own inspection, enquiries and surveys

## 7. FIRE SAFETY AND MEANS OF ESCAPE

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

Don't know, buyer should rely on their own inspection, enquiries and surveys

- 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?

No

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

No

## 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?

Don't know, buyer should rely on their own inspection, enquiries and surveys

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



No

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

Don't know, buyer should rely on their own inspection, enquiries and surveys

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

Don't know, buyer should rely on their own inspection, enquiries and surveys

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

Don't know, buyer should rely on their own inspection, enquiries and surveys. However the tenant is using the ground floor as retail and the upper floors are currently not in use.

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.

None

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?

No

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

None

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

No

## 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?

Don't know, buyer should rely on their own inspection, enquiries and surveys

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

Don't know, buyer should rely on their own inspection, enquiries and surveys

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?

Don't know, buyer should rely on their own inspection, enquiries and surveys

## 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?

No

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?

[Insert answer to question here]

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

To follow

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

Don't know, buyer should rely on their own inspection, enquiries and surveys

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

None

**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

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

Don't know, buyer should rely on their own inspection, enquiries and surveys

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).

None

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 aware of any breaches.

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 aware of any incidents

**12. OCCUPIERS**

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

Yes, tenant

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

Tenanted

**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.

None

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.

Attached

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.

Don't know, buyer should rely on their own inspection, enquiries and surveys

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

Don't know, buyer should rely on their own inspection, enquiries and surveys

**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?

Don't know, buyer should rely on their own inspection, enquiries and surveys

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?

Don't know, buyer should rely on their own inspection, enquiries and surveys

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

Not by the owner

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

Responsibility of the tenant

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

Don't know, buyer should rely on their own inspection, enquiries and surveys

## 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.

Don't know, buyer should rely on their own inspection, enquiries and surveys

## 16. DISPUTES

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

Don't know, buyer should rely on their own inspection, enquiries and surveys

## 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 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.

Don't know, buyer should rely on their own inspection, enquiries and surveys

- 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?

Don't know, buyer should rely on their own inspection, enquiries and surveys

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?

Don't know, buyer should rely on their own inspection, enquiries and surveys

#### 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.

Don't know, buyer should rely on their own inspection, enquiries and surveys. There is no documents in our possession.

#### 19. VAT

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

Not registered

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.

Don't know, buyer should rely on their own inspection, enquiries and surveys

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?

Don't know, buyer should rely on their own inspection, enquiries and surveys

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.

[Insert answer to question here]

- 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.

Don't know, buyer should rely on their own inspection, enquiries and surveys

## 20. CAPITAL ALLOWANCES

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

Don't know, buyer should rely on their own inspection, enquiries and surveys

- 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.

[Insert answer to question here]

## **Commercial Property Standard Enquiries**

### **CPSE.2 (version 2.2)**

#### **Supplemental pre-contract enquiries for commercial property subject to tenancies**

These enquiries CPSE.2 are supplemental to CPSE.1 General pre-contract enquiries for all commercial property transactions. Guidance notes have been prepared to assist the Buyer and the Seller and are available in GN/CPSE.2. These enquiries stand on their own and do not depend on the guidance notes for interpretation. Further supplemental enquiries may be appropriate: CPSE.3 where a lease is being granted, and CPSE.4 where a lease is being assigned.

There is no need to repeat information in replies to CPSE.2 that has already been given in the replies to CPSE.1.

CPSE.2 consists of:

- Particulars.
- Conditions of use.
- Interpretation.
- Enquiries 1-14.

#### **PARTICULARS**

**Seller:**

**Property:**

**Development (if appropriate):**

**Transaction:**

**Seller's solicitors:**

**Date:**



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## INTERPRETATION

The Introduction to CPSE.1 is incorporated in CPSE.2. The terms defined in the Particulars to CPSE.1 have the same meaning in CPSE.2 and the following interpretation also applies:

**1954 Act:** means the Landlord and Tenant Act 1954.

**1995 Act:** means the Landlord and Tenant (Covenants) Act 1995.

**Consent:** refers to an approval, a licence or a permission (whether of the landlord, any superior landlord or any other person).

**Landlord:** includes licensor.

**Let Unit:** means each part of the Property used or intended for separate occupation and which is currently the subject of at least one tenancy relating to it.

**Rent:** includes licence fee but does not include service charge or insurance premiums or other sums reserved as rent.

**Tenancy:** refers to each occupation arrangement which is the subject matter of these supplemental enquiries, whether that occupation arrangement is a lease, underlease, licence or an agreement for a lease or licence.

**Tenancy Documents:** refers to the instrument creating the Tenancy and any of the following that relate to it: charges, mortgages, surrenders, variations, side letters, undertakings, applications, Consents, memoranda, registrations, notices, rent deposit deeds, orders, guarantees, concessions, franchise agreements, counsel's opinions, arbitrators' or experts' decisions.

**Tenant:** includes subtenant and licensee.

## ENQUIRIES

### SECTION 1

#### UNLET PARTS OF THE PROPERTY

*Section 1 (enquiries 1-3) relates to those parts of the Property that are not let and should be answered in relation to each part of the Property that is not let.*

#### 1. VOIDS

- 1.1 Please identify any areas of the Property that are intended to be let but which are not currently let. **None, property let as a whole**
- 1.2 In relation to each part identified, please explain how any previous Tenancy was ended, why there is no current letting and tell us whether anyone is expressing an interest in taking a tenancy of it. **n/a**

#### 2. COMMON PARTS

- 2.1 Please identify any areas of the Property which are common parts, being parts which are not let and which are intended to be used in common by the occupiers of the Property. **n/a**
- 2.2 Is use and maintenance of the common parts governed by any arrangements other than the terms of the Tenancies of the Let Units? If so, please provide details. **Tenant responsible for maintaining whole of the building as per lease**

#### 3. RETAINED PARTS

- 3.1 Please identify any areas of the Property that are not let, not intended to be let and are not common parts. **None**
- 3.2 Are any of these areas occupied and, if so, on what basis? **n/a**

## SECTION 2

### CURRENT TENANCIES

*Section 2 relates to those parts of the Property which are currently the subject of a Tenancy and the Section 2 enquiries (4-14) should be answered in relation to every Tenancy affecting each Let Unit or as otherwise indicated.*

#### 4. TENANCIES TO WHICH THE PROPERTY IS SUBJECT

- 4.1 Who is in actual occupation? **See lease**
- 4.2 What is the current use? **Retail bakery**
- 4.3 Please supply details of any informal arrangements with any Tenant that are not disclosed by the Tenancy Documents supplied. **None**
- 4.4 Has there been any waiver of any of the terms of any of the Tenancy Documents? **No**
- 4.5 Please give details of any applications for Consent by a Tenant that are currently being considered. **None**

#### 5. RENT AND RENT REVIEW

- 5.1 In respect of the rent currently payable:
- (a) how much is it; **£12,500 pa**
  - (b) is it paid in pounds sterling; **Yes**
  - (c) who pays it; **Tenant**
  - (d) is it paid by banker's order or direct debit; and **Bank transfer**
  - (e) to whom are rent demands sent? **Finance department, but not usually sent**
- 5.2 Except where apparent from the Tenancy Documents supplied, please:
- (a) give details of any rent concessions, deferments, abatements, reverse premiums on the grant of a lease and other inducements; and **None**
  - (b) advise us of the results of any settled rent review. **None**
- 5.3 Please supply a schedule of outstanding rent arrears and a record of rent payments over the last three years. **No arrears**
- 5.4 Please confirm that:

- (a) any rent reviews have taken place strictly in accordance with the terms of the relevant Tenancy; **No rent reviews recently**
  - (b) any notices and applications for arbitration or for determination by an expert of any current rent reviews have been made on time; and **None**
  - (c) any rent review settlements are satisfactorily evidenced in accordance with the terms of the relevant Tenancy. **None**
- 5.5 In respect of any rent reviews that are currently being negotiated, please state the present position and provide copies of all notices and correspondence. **None**
- 5.6 Except where apparent from the Tenancy Documents supplied:
- (a) has any Tenant made any improvement to a Let Unit which is to be ignored on rent review; **No**
  - (b) since the original letting of the Let Unit have there been any alterations to its internal layout or physical arrangement or appearance which might affect the level of rent achievable; and **No**
  - (c) are there any other circumstances which any Tenant has claimed have the effect of reducing the rental value? **No**

## **6. ALTERATIONS AND REDECORATION**

6.1 When was redecoration last carried out:

- (a) externally; and
- (b) internally?

**Don't know, but no inspection or investigation has been carried out and the buyers must rely on their own inspection and survey**

6.2 What works have been carried out since the date of the Tenancy or any agreement for the Tenancy? Where required, have they been authorised by a Landlord's licence?

**Don't know, but no inspection or investigation has been carried out and the buyers must rely on their own inspection and survey**

6.3 Have any works been carried out which may qualify for compensation for improvements under Part I of the Landlord and Tenant Act 1927?

**Don't know, but no inspection or investigation has been carried out and the buyers must rely on their own inspection and survey**

## 7. ENFORCEABILITY OF TENANTS' COVENANTS

- 7.1 Was any Tenancy which is dated on or after 1 January 1996 granted pursuant to an agreement, an option or a court order made before that date? **No**
- 7.2 Are any former Tenants or their guarantors still liable under any Tenancy by reason of an excluded assignment as defined in section 11 of the 1995 Act?

**Don't know, but no inspection or investigation has been carried out and the buyers must rely on their own enquiries inspection and survey**

- 7.3 With reference to section 17 of the 1995 Act please:
- (a) supply full names and current addresses of any persons contingently liable for any fixed charge payable under the lease as defined in section 17;
  - (b) provide copies of all section 17 notices which have been issued for claims which remain unpaid; and
  - (c) give details of all claims currently outstanding which are required to be the subject of a section 17 notice.

**Don't know, but no inspection or investigation has been carried out and the buyers must rely on their own inspection and survey**

- 7.4 Is anyone entitled to claim an overriding lease under section 19 of the 1995 Act? Please give details of any claim made even if it has been abandoned or withdrawn.

**Don't know, but no inspection or investigation has been carried out and the buyers must rely on their own inspection and survey**

## 8. OUTSTANDING OBLIGATIONS AND VARIATIONS

- 8.1 Are there any outstanding obligations on the part of either the Landlord or the Tenant under any agreement for lease under which any Tenancy was granted? **None on the part of the Landlord**
- 8.2 Except where apparent from the Tenancy Documents supplied, please give details of any variations to Tenancies and when they were effected. **None**

## 9. RENT DEPOSITS, GUARANTEES AND BONDS

- 9.1 Please give full details of any arrangements under which a sum is deposited by a Tenant as security for, or on account of, payment of Rent or performance of any obligation (including, in the case of an assured shorthold tenancy, arrangements under the Housing (Tenancy Deposit Schemes) Order 2007). Has any claim been made under those arrangements? **No deposit scheme in place**

- 9.2 Except where apparent from the Tenancy Documents supplied, please:
- (a) give details of any guarantees or bonds given by a third party (e.g. a bank) in relation to a Tenant's obligations; and **None**
  - (b) confirm that no claim has been made under these arrangements. **n/a**
- 9.3 Except as apparent from the Tenancy Documents supplied, has there been any release or discharge of any guarantor, whether expressly or by operation of law? **None**

## 10. SERVICE CHARGES AND MANAGEMENT

*Please answer the following in relation to the Property as a whole.*

- 10.1 Unless apparent from the Tenancy Documents supplied, what is the service charge accounting period and the estimated annual service charge for the current period? **No service charge in place**
- 10.2 Please give details of the annual service charge for the last three years (or longer if available) including copies of all certificates, auditors' reports, accounts and other documents relating to its calculation and apportionment. **n/a**
- 10.3 Please supply:
- (a) a schedule of any services you provide and a breakdown of the costs of each service;
  - (b) details of any sinking fund or reserve account; and
  - (c) details of any planned maintenance programme and projected expenditure. **None of the above exist**
- 10.4 In relation to each Let Unit please state:
- (a) what proportion of the service charge is payable and how that proportion is calculated;
  - (b) whether there has been any variation of this proportion and whether any is contemplated;
  - (c) whether there are any capping or weighting provisions agreed with any Tenants; and
  - (d) whether there have been any disputes regarding the proportions payable. **All the above n/a**



- 10.5 Please confirm that if the Property were fully let then the total cost of providing the services would be recoverable from the Tenants. How do you deal with the proportion of service charge attributable to any unlet parts? **n/a**
- 10.6 In respect of service charge arrears at any Let Unit please: **n/a**
- (a) tell us what sums are currently due but are unpaid; and
- (b) provide a schedule of all service charge arrears over the past three years.
- 10.7 Please give details of any expenditure that has been incurred since the end of the last service charge year. **n/a**
- 10.8 Except as already disclosed, have there been any complaints or disputes relating to the service charge? **n/a**
- 10.9 Except as already disclosed, please provide copies of the following:
- (a) any insurance policies and service and maintenance contracts for lifts and plant at the Property; **None**
- (b) contracts for the provision of cleaning, security and other services; and **None**
- (c) contracts for the supply of gas, electricity, oil or other fuel. **None**
- 10.10 Please give details of:
- (a) any managing agents; and **None**
- (b) any permanent staff employed for on-site management of the Property. **None**
- 10.11 What regulations have you made for the use and management of the Property that are not set out in the Tenancy Documents supplied? **None**
- 10.12 Please supply copies of any correspondence between the Seller and its tenants in relation to the Control of Asbestos Regulations 2006 or the Control of Asbestos at Work Regulations 2002, together with copies of any surveys or assessments carried out by the tenants in compliance with those regulations that have been supplied to the Seller. **None**

## **11. INSURANCE**

- 11.1 In respect of each Let Unit please state:
- (a) what proportion of the insurance costs for the Property is payable and how that proportion is calculated; **Tenant pays whole of annual premium**

- (b) whether there has been any variation of this proportion and whether any is contemplated; **None**
  - (c) whether there have been any disputes regarding the proportions payable; and **None**
  - (d) what sums in respect of insurance costs for the Property are due but currently unpaid. **None**
- 11.2 What, if any, arrangements have been made to exclude the insurer's right of subrogation against the Tenants? **None**

## **12. TERMINATION OF TENANCIES**

- 12.1 Except where apparent from the Tenancy Documents supplied, please supply copies of all notices, counter-notices, applications, claims, answers, requests or orders given or made pursuant to the 1954 Act and which are relevant to the current Tenancies. **None**
- 12.2 Have any improvements been carried out to the Property that will be disregarded in assessing the rent payable on a renewal of the Tenancy pursuant to the 1954 Act?

**Don't know, but no inspection or investigation has been carried out and the buyers must rely on their own inspection and survey**

- 12.3 Has any Tenant indicated formally or informally an intention to vacate? **No**
- 12.4 Are there any negotiations for the surrender, renewal or variation of any Tenancy and have any terms been agreed? **No**

## **13. RESIDENTIAL**

Please confirm that the Property is not subject to any residential use.

**Don't know, but no inspection or investigation has been carried out and the buyers must rely on their own inspection and survey**

## **14. DISPUTES, COMPLAINTS AND ENFORCEMENT**

Except as already disclosed in replies to CPSE.1, please give details of:

- (a) any disputes or complaints in relation to any current Tenancy, whether or not resolved; and **None**
- (b) any breaches or alleged breaches of covenant relating to any Tenancy, including details of any waiver whether express or implied. **None**