

Commercial Property Standard Enquiries

CPSE.2 (version 3.4) Supplemental pre-contract enquiries for property subject to tenancies for commercial use

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* (www.practicallaw.com/3-628-1672).

Particulars

Seller: Tracey Leigh Bird.

Buyer:

Property: 33 & 35 Market Street Bickenhead.

Development (if appropriate):

Transaction: Sale

Seller's solicitors: PHR.

Buyer's solicitors:

Date: 3/7/2023.

Interpretation

The section on Interpretation in CPSE.1 is incorporated in this document 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 any Lettable Unit which, at the date of the replies to these enquiries, is the subject of at least one current Tenancy
- **Lettable Unit:** means any part of the Property used or intended for separate occupation for commercial (not residential) purposes.
- **Rent:** includes licence fee but does not include service charge or insurance premiums or other sums reserved as rent.
- **Tenancy:** refers to any arrangement for the occupation of any Lettable Unit (whether that is a lease, underlease, licence or an agreement for a lease or licence).
- **Tenancy Documents:** (in relation to each Tenancy) refers to the instrument creating that 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

Instructions

- Section 1 (enquiries 1-3) relates only to those parts of the Property that are not Let Units.
- Section 2 (enquiries 4-13) relates only to Let Units.

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SECTION 1 ENQUIRIES: UNLET PARTS OF THE PROPERTY

1. VOIDS

1.1 Please identify all Lettable Units which are not currently Let Units.

[Insert answer to question here] SHOP

1.2 In relation to each such Lettable Unit, please explain how any previous Tenancy was ended, why there is no current Tenancy and tell us whether anyone is currently expressing an interest in taking a Tenancy of it.

[Insert answer to question here] SHOP FOR SALE PREVIOUS TENANT
RETIRED NO INTEREST IN SHOP

2. COMMON PARTS

2.1 Please identify any areas of the Property which are common parts, being parts which are not Lettable Units and which are intended to be used in common by the occupiers of the Property.

[Insert answer to question here] DON'T UNDERSTAND

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.

[Insert answer to question here] N/A

3. RETAINED PARTS

3.1 Please identify any areas of the Property that are neither Lettable Units nor common parts.

[Insert answer to question here] N/A

3.2 Are any of these areas designed or intended for residential use? If so, please specify which.

[Insert answer to question here] NO

3.3 Are any of these areas occupied and, if so, on what basis?

[Insert answer to question here] NO

SECTION 2 ENQUIRIES: TENANCIES OF LET UNITS

4. BASIC DETAILS OF THE TENANCIES

4.1 If not already supplied, please supply a copy of the Tenancy Documents for each current Tenancy.

[Insert answer to question here]

N/A

4.2 Please supply a schedule of the current Tenancies of all the Let Units, indicating, in relation to each such Tenancy (unless disclosed by the Tenancy Documents supplied)

- (a) the Let Unit that the Tenancy relates to;
- (b) the name of the current Tenant;
- (c) the name of the current occupier;
- (d) the current use;
- (e) whether or not the Tenancy is in writing.

[Insert answer to question here]

N/A

4.3 Please provide the following information for each current Tenancy:

- (a) details of any informal arrangements with the Tenant that are not disclosed by the Tenancy Documents supplied, including any Consents to the grant of the Tenancy or given under the Tenancy;
- (b) details of any waiver of any of the terms of any of the Tenancy Documents supplied;
- (c) details of any applications for Consent made by the Tenant that are currently being considered.

[Insert answer to question here]

N/A

5. RENT AND RENT REVIEW

In relation to each current Tenancy:

5.1 Please state:

- (a) the amount of the Rent currently payable;
- (b) whether the Rent is paid in pounds sterling;
- (c) who pays the Rent;
- (d) whether the Rent is paid by banker's order or direct debit; and

(e) to whom rent demands are sent?

[Insert answer to question here]

5.2 Except where apparent from the Tenancy Documents supplied, please give details of any rent concessions, deferments, abatements, reverse premiums on the grant of a lease and other inducements given.

[Insert answer to question here]

N/A

5.3 Please supply a schedule of outstanding rent arrears and a record of rent payments over the last three years.

[Insert answer to question here]

N/A

5.4 Please confirm that:

- (a) any rent reviews have taken place strictly in accordance with the terms of the relevant Tenancy;
- (b) any notices and applications for arbitration or for determination by an expert of any current rent reviews have been made on time; and
- (c) any rent review settlements have been satisfactorily evidenced in accordance with the terms of the relevant Tenancy (or provide details of any settled rent review which has not been evidenced in this way).

[Insert answer to question here]

N/A

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.

[Insert answer to question here]

N/A

5.6 Except where apparent from the Tenancy Documents supplied:

- (a) has any Tenant made any improvement to the Let Unit which is to be ignored on rent review?
- (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
- (c) are there any other circumstances which any Tenant has claimed have the effect of reducing the rental value of the Let Unit?

[Insert answer to question here]

NO

6. ALTERATIONS AND REDECORATION

In relation to each current Tenancy:

6.1 Please state when redecoration of the Let Unit was last carried out:

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

[Insert answer to question here]

N/A

6.2 Please give details of any works carried out by the Tenant to the Let Unit since the date of the Tenancy or any agreement for the Tenancy and indicate (in respect of these works) whether they:

- (a) were authorised by a Landlord's licence (where required);
- (b) may qualify for compensation for improvements under Part I of the Landlord and Tenant Act 1927.

[Insert answer to question here]

N/A

7. ENFORCEABILITY OF TENANTS' COVENANTS

In relation to each current Tenancy:

7.1 Please state whether it was dated on or after 1 January 1996 and, if so, was granted pursuant to an agreement, an option or a court order made before that date?

[Insert answer to question here]

NO

7.2 Please confirm whether any former Tenants or their guarantors are still liable under any Tenancy by reason of an excluded assignment as defined in section 11 of the 1995 Act?

[Insert answer to question here]

NO

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 Tenancy 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.

[Insert answer to question here]

N/A

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

[Insert answer to question here]

N/A

8. OUTSTANDING OBLIGATIONS AND VARIATIONS

In relation to each current Tenancy:

- 8.1 Please confirm there are no outstanding obligations on the part of either the Landlord or the Tenant under any agreement for lease under which any Tenancy was granted. If there are such outstanding obligations, please supply details.

[Insert answer to question here]

N/A

- 8.2 Except where apparent from the Tenancy Documents supplied, please give details of any variations to any Tenancy of a Let Unit and when and how they were effected.

[Insert answer to question here]

N/A

9. RENT DEPOSITS, GUARANTEES AND BONDS

In relation to each current Tenancy:

- 9.1 Please give full details of any arrangements under which a sum is deposited by the Tenant as security for, or on account of, payment of Rent or performance of any obligation. Please give details of any claim that has been made under those arrangements or confirm that none has been made.

[Insert answer to question here]

N/A

- 9.2 Except where apparent from the Tenancy Documents supplied, please give details of any guarantees or bonds given by a third party (e.g. a bank) in relation to a Tenant's obligations.

[Insert answer to question here]

N/A

9.3 In relation to all guarantees or bonds given by a third party (e.g. a bank) in relation to a Tenant's obligations, please:

- (a) confirm that no claim has been made under these arrangements; and
- (b) confirm there has been no release or discharge of any such third party, whether expressly or by operation of law.

[Insert answer to question here]

NONE

10. SERVICE CHARGES AND MANAGEMENT

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 for the Property as a whole (not each Lettable Unit)?

[Insert answer to question here]

NONE

10.2 Please give details of the annual service charge (for the Property as a whole) 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.

[Insert answer to question here]

N/A

10.3 Please supply:

- (a) a schedule of any services you provide to the Property and a breakdown of the costs of each service;
- (b) details of any sinking fund or reserve account and confirmation whether it is held in a separate trust account; and
- (c) details of any planned maintenance programme and projected expenditure.

[Insert answer to question here]

N/A

10.4 In relation to each Let Unit please state:

- (a) what proportion of the service charge is attributed to that Let Unit 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 the Tenants; and
- (d) whether there have been any disputes regarding the proportions payable.

[Insert answer to question here]

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 of the Let Units. How do you deal with the proportion of service charge attributable to any Lettable Units that are not currently Let Units?

[Insert answer to question here]

N/A

10.6 If there are service charge arrears for any Let Unit please:

- (a) state what sums are currently due but are unpaid; and
- (b) provide a schedule of all service charge arrears over the past three years.

[Insert answer to question here]

N/A

10.7 Please give details of any expenditure that has been incurred by you in providing services to the Property since the end of the last service charge year.

[Insert answer to question here]

10.8 Except as already disclosed, have there been any complaints or disputes relating to the service charge? If yes, please give details, including in relation to any applications made to the First-tier Tribunal (Property Chamber) (previously called the Leasehold Valuation Tribunal) or to the court in respect of such complaints or disputes.

[Insert answer to question here]

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;
- (b) any contracts for the provision of cleaning, security and other services at the Property; and
- (c) any contracts for the supply of gas, electricity, oil or other fuel to the Property.

[Insert answer to question here]

N/A

10.10 Please give details of:

- (a) any managing agents; and
- (b) any permanent staff employed for on-site management of the Property.

[Insert answer to question here]

N/A

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?

[Insert answer to question here]

NONE

10.12 Please supply copies of any correspondence between you and any Tenant in relation to the Control of Asbestos Regulations 2012 or comparable predecessor regulations, together with copies of any surveys or assessments carried out by any Tenant in compliance with those regulations that have been supplied to the Seller.

[Insert answer to question here]

N/A

11. INSURANCE

11.1 Please state:

- (a) what proportion of the insurance costs for the Property is allocated to each Lettable Unit and how that proportion is calculated;
- (b) whether there has been any variation of this proportion for any Lettable Unit and whether any is contemplated;
- (c) whether there have been any disputes regarding the proportions payable; and
- (d) what sums in respect of insurance costs for the Property are due but currently unpaid.

[Insert answer to question here]

NONE

11.2 What, if any, arrangements have been made to exclude the insurer's right of subrogation against any of the Tenants?

[Insert answer to question here]

NONE

12. TERMINATION OF TENANCIES

In relation to each current Tenancy: _____

12.1 Except where apparent from the Tenancy Documents supplied, please supply a copy of all notices, counter-notices, applications, claims, answers, requests or orders given or made pursuant to the 1954 Act.

[Insert answer to question here]

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?

[Insert answer to question here]

NA

12.3 Has any Tenant indicated formally or informally an intention to vacate?

[Insert answer to question here]

N/A

12.4 Are there any negotiations for the surrender, renewal or variation of any Tenancy and have any terms been agreed?

[Insert answer to question here]

13. DISPUTES, COMPLAINTS AND ENFORCEMENT

In relation to each current Tenancy:

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

- (a) any disputes or complaints whether or not resolved; and
- (b) any breaches or alleged breaches of covenant including details of any waiver whether express or implied.

[Insert answer to question here]

Commercial Property Standard Enquiries

CPSE.7 (version 1.3.1) 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: Tracey Leigh Bird

Buyer:

Property: 33 and 35 Market Street Birkenhead

Transaction: Sale

Seller's solicitors: PHR .

Buyer's solicitors:

Date: 3/7/2023 .

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, that are in each case 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?

[Insert answer to question here] *NO*

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

[Insert answer to question here] *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?

[Insert answer to question here] *NO*

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

[Insert answer to question here] *NO*

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

[Insert answer to question here] *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?

[Insert answer to question here] 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.

[Insert answer to question here] YES

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?

[Insert answer to question here] NO

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

[Insert answer to question here] ROAD / PAVEMENT

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

[Insert answer to question here] 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?

[Insert answer to question here] 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.

[Insert answer to question here] YES

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

[Insert answer to question here] 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?

[Insert answer to question here] 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?

[Insert answer to question here] 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?

[Insert answer to question here] NO

4.2 Is there any Green Deal Plan affecting the Property?

[Insert answer to question here] NO

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?

[Insert answer to question here] NO

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.

[Insert answer to question here] N/A

- 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.

[Insert answer to question here] *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.

[Insert answer to question here] *N/A*

5. CONTENTS

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

[Insert answer to question here] *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.

[Insert answer to question here] *I own all fixtures and fittings*

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.

[Insert answer to question here] *ELECTRIC, GAS, WATER ALL METERED*

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

[Insert answer to question here] *NO*

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

[Insert answer to question here] *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.

[Insert answer to question here]

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?

[Insert answer to question here]

REAR + EXIT ENTRANCE

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?

[Insert answer to question here]

NO

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

[Insert answer to question here]

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?

[Insert answer to question here]

NO

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

[Insert answer to question here]

NO

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

[Insert answer to question here]

REPAIRS - GENERAL

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

[Insert answer to question here]

NONE

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

[Insert answer to question here] SHOP/FLATS

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.

[Insert answer to question here] 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?

[Insert answer to question here] NO

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

[Insert answer to question here] NONE

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

[Insert answer to question here] 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?

[Insert answer to question here] NO

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

[Insert answer to question here] NO

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?

[Insert answer to question here] NO

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?

[Insert answer to question here] NO

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

[Insert answer to question here] 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] NONE

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

[Insert answer to question here] SMITH + SONS ARE DEALING WITH THIS.

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.

[Insert answer to question here] SMITH + SONS ARE OVERSEASING THE EPC

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

[Insert answer to question here] 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.

[Insert answer to question here] 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.

[Insert answer to question here] 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).

[Insert answer to question here]

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).

[Insert answer to question here] 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.

[Insert answer to question here] NO

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.

[Insert answer to question here] NO

12. OCCUPIERS

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

[Insert answer to question here] YES

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

[Insert answer to question here] SMOP IS VACANT CLOSED 18/2/22

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?

[Insert answer to question here] *NO*

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

[Insert answer to question here] *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.

[Insert answer to question here] *NO*

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.

[Insert answer to question here] *N/A*

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

[Insert answer to question here] *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?

[Insert answer to question here] *NO*

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?

[Insert answer to question here] *N/A*

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

[Insert answer to question here] NO

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

[Insert answer to question here] N/A

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

[Insert answer to question here] 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.

[Insert answer to question here] N/A

16. DISPUTES

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

[Insert answer to question here] N/A

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.

[Insert answer to question here] 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?

[Insert answer to question here] NO

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?

[Insert answer to question here] NO

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.

[Insert answer to question here] N/A

19. VAT

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

[Insert answer to question here] 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.

[Insert answer to question here] NO

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?

[Insert answer to question here] 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.

[Insert answer to question here]

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.

[Insert answer to question here]

N/A

20. CAPITAL ALLOWANCES

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

[Insert answer to question here]

NO

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]

N/A