

Short form pre-contract enquiries for bare land



Conditions

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

Particulars

Seller: MESSRS J H & S J MARK

Buyer:

Property: LAND AT NEWBY, PENRITH, CUMBRIA, CA10 3EX

Transaction: Sale/Purchase at Auction

Seller's solicitors: Cartmell Shepherd Limited

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.

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 as 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) Are any boundaries shared or maintained?

See Plan

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

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

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

None as 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.

Not applicable

- 2.3 Please give details of the maintenance (including costs) of any land, Conduits or equipment used in connection with any Rights.

Not applicable

- 2.4 Please give details of any interference with any Rights, whether past, current or threatened.

Not applicable

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

No

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

See Plan

- 2.7 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

NOTE: For the avoidance of doubt, Adverse Rights include, but are not limited to, sporting rights, manorial rights, rights in respect of chancel repair, commons rights and rights in respect of mines and minerals, including rights of ownership and rights to work minerals.

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

A public footpath used to run across the Property but this has been extinguished as far as the Seller is aware

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

Not applicable

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

Not applicable

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

Not as far as the Seller is aware

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

No

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

No

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

No

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

Yes – BT telecommunications

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

No

- 3.10 Has anyone obtained or been refused insurance cover in respect of any defect in title to the Property, including any restrictive covenant or any lost title deed?

No

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

No

4. Physical condition

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

- (a) subsidence, settlement, landslip or heave;
- (b) defective Conduits, fixtures, plant or equipment;
- (c) any contamination or other infection;
- (d) any invasive plants listed in Part II of Schedule 9 to of the Wildlife and Countryside Act 1981, including without limitation Japanese knotweed (*Fallopia japonica*);
- (e) any other infestation or pest; or injurious weeds, including without limitation wireworm, potato cyst nematode, rhizomania, blackgrass or any other persistent weed;
- (f) flooding or drainage defect.

The Property is sold as seen. The Seller gives no warranty for the state and condition of the Property and the Buyer should rely on its own inspection, search and survey.

4.2 Has asbestos, or any other substance known or suspected to be unsuitable for its purpose, unstable or hazardous, been used in, or removed from, the Property?

Not as far as the Seller is aware

4.3 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.

4.4 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 applicable

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

See Plan

4.6 Please identify any major engineering works.

There are none.

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

Not as far as the Seller is aware.

- 4.8 [Does the boundary of the Property immediately adjoin a highway maintainable at public expense at, and for the full width of, each point of access?]

The Seller believes so but no warranty is given. The Buyer should rely on its own inspection, search and survey.

- 4.9 Are there any barriers to access to the Property that are controlled by a third party? If so, please give details.

No

- 4.10 If any access from the Property to a public highway is shared with any third party, please give details of the frequency of use of the access by other vehicles.

Not applicable

- 4.11 If the Property has been affected by flooding, then in addition to any details already provided in reply to enquiry 4.1(f), please provide details of the source of the flood, the year (or years) in which it occurred, and whether the flooding is seasonal.

Not applicable

- 4.12 Are there any pipelines, cables, wires, drains, ditches, under or over ground storage tanks not apparent on physical inspection that could interfere with normal farming operations?

See plan

- 4.13 Has there been any filling of former excavations or voids on the Property, such as gravel pits, mines or quarries?

Not as far as the Seller is aware

- 4.14 [Is the Property certified as organic under any organic certification programme? If so, please provide a copy of the current certificate, identify on a plan the organic areas and give details of the farming activities.]

No

- 4.15 Has the owner or occupier of any neighbouring premises ever requested or been allowed or been refused access to the Property to carry out repairs, alterations or other works to any neighbouring premises or the Conduits serving them? If so, please give details, including copies of any access orders granted under the Access to Neighbouring Land Act 1992.

No

5. Fixtures

NOTE: For the avoidance of doubt, fixtures include, but are not limited to trees, shrubs, produce, sheds, garden ornaments, gates, water troughs, cattle grids and other items of equipment.

- 5.1 [Please list any items which are currently attached to the structure of the Property in some way (for example, wired, plumbed or bolted) and which you propose removing from the Property prior to completion of the Transaction.]

Bare land

- 5.2 [Please confirm that you will make good before completion any damage caused by the removal of any fixtures and fittings.]

Not applicable

- 5.3 [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.]

Not applicable

- 5.4 [Where there is an existing tenant who will be leaving by completion, please list items that are a tenant's fixtures and will be removed.]

Not applicable

6. Utilities and services

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

Mains water

- 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.

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

Not applicable

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

No bills or demands received

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

There are none.

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

There are none.

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

See plan – stop tap in gateway to Land.

7. Planning and building regulations

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

No

- 7.2 [Is any building or structure on the Property listed under planning law?]

Not applicable

- 7.3 What works have been carried out at the Property during the last four years?

None

- 7.4 What changes of use have taken place at the Property during the last ten years?

None

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

Agricultural since time immemorial

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

There are none.

- 7.7 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

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

None

- 7.9 [Are you aware of any existing or future Community Infrastructure Levy liability relating to the Property?]

No

8. Statutory agreements and infrastructure

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

No

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

No

- 8.3 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?

No

9. Statutory and other requirements

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

No

- 9.2 Are you aware of any breach of, alleged breach of, or any claim under any statutory requirements or byelaws affecting the Property, its current use, the storage of any substance in it or the use of any fixtures, machinery or chattels in it?

No

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

There is none.

10. Environmental

- 10.1 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.

There are none other than those supplied with the auction pack

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

There are none.

- 10.3 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).

No

- 10.4 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.

Confirmed

- 10.5 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.

Confirmed

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

No

11. Occupiers

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

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

No

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

Not applicable

12. 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.

There are none as far as the Seller is aware.

13. Disputes

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

There are none as far as the Seller is aware.

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

No

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

No

14. Farm payments, land management and capital grant schemes

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

There are none.

- 14.2 If the answer to **CLAUSE 14.1** is "yes", please:

- (a) Confirm that all terms of the scheme, including any cross compliance or replacement general standards of land management, have been complied with.
- (b) Confirm that no conditions are outstanding that may require the repayment of the funds payable under the scheme.
- (c) Confirm that there are no outstanding inspections, penalties or disputes relating to the scheme
- (d) On a plan, specify the areas affected including identifying any areas required to be kept as permanent grassland or other environmental specific area.
- (e) Supply copies of all relevant correspondence including but without limitation to applications, forms, correspondence, statements and payment schedules, or maps.

Not applicable

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

No

15. Sporting rights

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

Yes in so far as they are owned by the Seller.

- 15.2 [If a boundary is a stream, please confirm that the fishing rights are included in the sale of the Property.]

Not applicable

16. Insurance

- 16.1 Have you ever experienced any difficulty in obtaining insurance cover for the Property including cover for public liability, at normal rates and subject to normal exclusions?

No

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

There are none.

- 16.3 [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.]

Not applicable

17. SDLT

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

No

18. VAT

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

No

- 18.2 Please confirm that you, a relevant associate (within the meaning of paragraph 3 of Schedule 10 to the VATA 1994) and/or a relevant group member (within the meaning of paragraph 21 of Schedule 10 to the VATA 1994) will not make an option to tax (under paragraph 2 or 21 of Schedule 10 to the VATA 1994) in relation to the Property before Completion? [Note If any deposit is to be paid as agent (rather than stakeholder), this date needs to be the date of exchange of contracts].

Confirmed

19. [Capital Allowances

- 19.1 Have you claimed capital allowances on plant or machinery fixtures or allocated any expenditure on such fixtures to a capital allowances pool?]

Not applicable