

# General Enquiries before Contract

**GE30C**  
3rd Edition

## Commercial

<b>Property:</b>	Land to the South-East of The Stocks, Woonton, Hereford, HR3 6QU
<b>Seller:</b>	Christopher John Williams and Tina Williams
<b>Buyer:</b>	

Notes
<ol style="list-style-type: none"><li>1. These enquiries relate to the Property and every part of it.</li><li>2. Please supply full answers with copies of relevant documents, plans and correspondence.</li><li>3. Where appropriate "Seller" includes a prospective lessor, "Buyer" a prospective lessee and "sale" the grant of a lease.</li><li>4. "Seller" includes previous owners where information is within the Seller's knowledge.</li><li>5. "Restrictions" includes restrictive and other covenants, stipulations and agreements affecting the Property or its use.</li><li>6. "Buildings" includes any other structures on the Property.</li></ol>

The Buyer requests replies to the following enquiries.
<b>ENQUIRIES</b>

The following replies are given to the best of the Seller's knowledge, information and belief.
<b>REPLIES</b>

### 1. BOUNDARIES

- 1.1 Which of the boundary features (walls, fences, hedges etc) -
  - (a) belong with the Property;
  - (b) belong to neighbouring owners;
  - (c) are party;
  - (d) are of uncertain ownership but have been maintained by, or regarded as in the ownership of, the Seller;
  - (e) are subject to rights of support or use in favour of neighbouring owners;
  - (f) are subject to a subsisting liability for their repair?
- 1.2 Do the apparent physical boundary features correspond with the legal boundaries?
- 1.3 Has any physical boundary feature been moved during the last twelve years?
- 1.4 Are there any awards, agreements or notices relating to party walls or structures?

## **2. SERVICES**

- 2.1 Are the following services available and connected to the mains -
- (a) water;
  - (b) drainage;
  - (c) electricity;
  - (d) gas?
- 2.2 Are all the available services directly connected to the mains without passing through other land?
- 2.3 If any services pass across other land -
- (a) what is their route;
  - (b) by what legal rights are they used?
- 2.4 Please supply a copy of any agreements, licences or contracts relating to the supply of services, the disposal of sewerage or trade effluent and the abstraction of water.
- 2.5 Are any wires or cables for electricity, telecommunications, electric lighting, or other purposes belonging to a utility company or statutory undertaking attached to the exterior of the Property?
- 2.6 Is there an electricity sub-station at the Property? If so, please supply a copy of the lease or other agreement concerning its use and maintenance.

## **3. APPURTENANT RIGHTS**

- 3.1 Is access directly off the public highway -
- (a) for vehicles;
  - (b) on foot?
- 3.2 If there is access over other land -
- (a) what is the route;
  - (b) by what legal right is this access used;
  - (c) what arrangements exist for the maintenance of the access?
- 3.3 Does the Property include:
- (a) a private garage;
  - (b) designated parking space(s);
  - (c) the right to park in a private parking area?
- 3.4 (a) Is there an indefeasible right to the access of light and air to the windows of the buildings on the Property?
- (b) Are there any agreements relating to rights of light to the windows of the buildings on the Property or restricting adjoining or neighbouring property from acquiring any rights of light over the Property?

- 3.5 (a) What is the present method of escape from the Property in the event of fire?
- (b) Is it necessary to have access to any adjoining land or buildings for fire escape purposes? If so, what arrangements exist with the adjoining occupier or owner?
- 3.6 Is there an indemnity insurance policy in respect of access, egress or other rights?

#### **4. EXPENDITURE**

- 4.1 In respect of any right of way, shared pipes, drains or wires, party or other boundaries, or anything else used in common with any other property, has the Seller -
- (a) carried out or been asked to carry out any work;
- (b) contributed or been asked to contribute towards the cost of such work;
- (c) knowledge of anything likely to give rise to such expenditure?
- 4.2 (a) What is the rateable value of the Property?
- (b) Have any works been carried out which might result in a revision of the rateable value?
- (c) Is the Property, or any separately rated part of it, unoccupied and, if so, how long has it been unoccupied?
- 4.3 Are there any annual or periodic charges other than usual water charges and council taxes or rates?

#### **5. ADVERSE RIGHTS AND LIABILITIES**

- 5.1 Are there any -
- (a) adverse rights of way, water, drainage or light, wayleaves, or any other easements, rights or liabilities, public or private;
- (b) cables, wires, pipes or other things lying under, across or over the Property and not solely serving it?
- 5.2 Are there any present or anticipated adverse claims by neighbouring owners or occupiers?
- 5.3 Has the local parochial church council alleged in any way that the Property is subject to chancel repair liability?
- 5.4 Is there an indemnity insurance policy in respect of any actual or potential adverse rights or liabilities?

## **6. RESTRICTIONS**

- 6.1 Are there any restrictions which have not been disclosed in the draft contract or other documents supplied with it?
- 6.2 Have all restrictions been observed and performed, including obtaining any necessary consents?
- 6.3
  - (a) Who has the benefit of any restrictions?
  - (b) Has any attempt been made to enforce any restrictions?
- 6.4
  - (a) Is there an indemnity policy covering claims for breach of any restriction?
  - (b) Has any claim been made under such policy?

## **7. DISPUTES**

- 7.1 Are there any disputes regarding any aspect of the Property or its use?
- 7.2 Is any such dispute anticipated?

## **8. NOTICES**

- 8.1 Has the Seller received any notices relating to the Property?
- 8.2 Has the Seller served any notices relating to the Property?

## **9. STATUTORY CONTROLS**

- 9.1
  - (a) When were the buildings constructed?
  - (b) Have the buildings been altered or added to since their construction?
  - (c) Have any replacement windows or glazed doors been installed?
  - (d) Please supply copies of all planning permissions, bye law consents and approvals of building plans and certificates of compliance with building regulations relating to the buildings as they now exist.
  - (e) Were the buildings constructed, altered or added to strictly in accordance with the planning permissions and approvals of building plans?
  - (f) Has anything else been done which constitutes development for planning purposes?
  - (g) Has anything constituting development been deliberately concealed from the local planning authority?

- 9.2 (a) What is the use of each part of the Property?  
(b) Is each use permitted by a planning permission? If so, please supply a copy. If not, please state how the use is authorised.
- 9.3 (a) Are there any current planning permissions which have not been implemented?  
(b) Has any application for planning permission been refused?  
(c) Are there any pending applications for planning permission which have not yet been determined?
- 9.4 Is the Property -  
(a) subject to any charge, notice, order, restriction, agreement or other matter arising under the planning legislation;  
(b) situated in a Conservation Area;  
(c) designated as a building of special architectural or historic interest;  
(d) affected by a tree preservation order;  
(e) subject to any existing or potential liability for Community Infrastructure Levy?
- 9.5 Has an improvement or other grant been obtained under which there are conditions to be fulfilled or any repayment to be made?
- 9.6 Is there any reason to think that the Property is or might be included in any scheme or contemplated scheme for compulsory or other acquisition by the local or any other authority or might be entered on the local authority's list of assets of community value?
- 9.7 Please supply full details of all steps taken under the Regulatory Reform (Fire Safety) Order 2005 relating to or affecting the Property.
- 9.8 Have all statutory requirements relating to the Property and its use or occupation been fully performed and observed (including, but not limited to, those under the Offices Shops and Railway Premises Act 1963, the Health and Safety at Work etc. Act 1974, the Water Resources Act 1991, the Water Act 2003, the Environmental Protection Act 1990, the Environment Act 1995, the Clean Neighbourhoods and Environment Act 2005, the Equality Act 2010 or any regulations made under them)?
- 9.9 Please supply full details of all steps taken under the Control of Asbestos Regulations 2006 relating to or affecting the Property.

## **10. NEARBY DEVELOPMENT ETC**

- 10.1 Are any of the following being implemented or proposed in the vicinity of the Property -
- (a) road construction or alteration;
  - (b) demolition or construction of buildings;
  - (c) changes of use;
  - (d) traffic, tram or railway schemes;
  - (e) other matters likely to affect the use, enjoyment or value of the Property in its existing environment?
- 10.2 Are there any proposals by any third party which would, if implemented, or other matters which might, affect the continued use of the Property for its present purpose?

## **11. FIXTURES AND FITTINGS**

- 11.1 (a) Does the sale include all items mentioned in the Seller's estate agent's particulars?
- (b) What other fixtures, fittings, plant and equipment are included in the sale?
- (c) How much of the purchase price is attributable to them?
- (d) Are they in the absolute ownership of the Seller free of hire purchase, charge, lien or other encumbrance?
- (e) Are there any maintenance contracts, guarantees or certificates relating to them?
- 11.2 (a) Will any fixtures, fittings, plant or equipment be removed prior to completion?
- (b) If so, will the Seller make good any damage caused to the structure or decorations?
- 11.3 (a) Please supply details of any claims for capital and other allowances for the plant and machinery and industrial buildings to be included in the sale.
- (b) Please confirm that evidence will be provided to enable the Buyer to support a claim for capital and other allowances.

## **12. CONDITION**

- 12.1 Has the Property been, or is it now, affected by any of the following -
- (a) structural defects;
  - (b) flooding (whether river, coastal, sewer, groundwater, surface water or other);
  - (c) defective drainage;
  - (d) subsidence, landslip or heave;
  - (e) defective pipes or wires;
  - (f) rising damp, wet or dry rot, Japanese Knotweed or infestation?

- 12.2 Is there reason to think that any of the problems listed in 12.1 above are likely to arise?
- 12.3 Have high alumina cement, woodwool slabs, blue asbestos, calcium silicate brick, calcium chloride or asbestos or any other deleterious materials been used in the construction or alteration of any buildings on the Property?
- 12.4 (a) Are there any agreements, certificates, guarantees, warranties or insurance policies relating to the construction of the Property or any installations, repairs, improvements or treatment?  
(b) If these were not issued to the Seller, have they been transferred in writing to the Seller with any required consent?  
(c) Are there or have there been any claims or potential claims under any such documents?
- 12.5 What is the permitted load-bearing of the floors of the buildings?
- 12.6 If any buildings on the Property were erected, extended or structurally altered during the last twelve years, please supply -  
(a) a set of the drawings and specifications for the works of construction;  
(b) a plan showing the services to and from the buildings;  
(c) copies of the building contracts and professional appointments relating to the works of construction and installations.
- 12.7 Are there any drainage, cleaning, telecommunication, maintenance, security, employment or other contracts which may be transferred to the Buyer at completion?
- 12.8 (a) Is the Property in a radon affected area?  
(b) What vents or barriers have been installed in the Property, and what tests have been carried out, for radon gas?
- 12.9 Is there an Energy Performance Certificate and recommendation report relating to all or any part of the Property?
- 12.10 If the Property has an air conditioning system -  
(a) what is its aggregate rated output;  
(b) is there an inspection report by an accredited energy assessor?

### **13. ENVIRONMENTAL MATTERS**

- 13.1 Is there any proposal for any potentially dangerous industrial processes being carried on near the Property?
- 13.2 Has the Seller complied with the terms and conditions of all applicable laws, orders, notices, directions, treaties and all other compulsory requirements relating to the protection of the environment?
- 13.3 (a) Has the Property or any land within 500 metres of the Property ever been used for tipping or landfill or the disposal, storage, use, manufacture, treatment, processing or discharge of waste (including controlled waste), chemicals or other pollutants, contaminants or other hazardous materials?
- (b) If so, is the Seller aware of any adverse ground conditions or similar problems?
- 13.4 Has any complaint been made by any person to a Magistrates' Court in respect of statutory nuisance on the Property or any adjoining or adjacent land?
- 13.5 In relation to Part II A of the Environmental Protection Act 1990 (as amended) -
- (a) Are there any substances in, on or under the Property or any adjacent or adjoining land which might result in the Property or that land being identified as contaminated land?
- (b) Were any such substances formerly in, on or under the Property or any adjoining or adjacent land?
- (c) Is the Property, or a person on the Property, at risk of harm from any such substances in, on or under any other land?
- (d) Has the local authority or Environment Agency investigated, or indicated an intention to investigate, whether the Property or any adjoining or adjacent land contains any such substances?

### **14. VALUE ADDED TAX**

- 14.1 Has the option to tax for VAT purposes been exercised in respect of the Property? If so, please supply evidence of notification to HM Revenue & Customs and their acknowledgement.
- 14.2 (a) Does the Seller intend to charge VAT on this transaction?
- (b) If not, may we amend the contract to provide that the Seller will not exercise the option to tax?
- (c) If the Seller does intend to charge VAT on this transaction, will a receipted invoice be handed over on completion?



## **15. OCCUPATION AND OWNERSHIP**

- 15.1 Who is -
- (a) in actual occupation;
  - (b) in receipt of rents and profits?
- 15.2 What interest does each of these persons have?
- 15.3 If the sale is with vacant possession, has everyone in actual occupation agreed to vacate by completion?
- 15.4 Is any part of the Property let for the housing of plant or equipment (such as telecommunications equipment or solar panels)?

## **16. CONTRACT AND COMPLETION**

- 16.1 Is the Seller ready to exchange contracts?
- 16.2 Does the sale price exceed the amount secured by all mortgages over the Property?
- 16.3 What completion date does the Seller suggest?
- 16.4 In relation to the mortgages over the property -
- (a) which mortgagees do you represent;
  - (b) which mortgagees are represented by other conveyancers and who are they?
- 16.5 In relation to any unrepresented mortgagees -
- (a) have sufficient steps been taken to verify their identity;
  - (b) if not, will you provide on completion evidence of their identity on a fully completed and signed Land Registry form ID1 or ID2?
- 16.6 Please confirm that if any transfer, discharge or other deed will be executed by any party (other than the Buyer) under a power of attorney which is not specifically covered by a Land Registry facility arrangement, you will on completion either certify in writing that you represent the attorney or provide evidence of the attorney's identity on a fully completed and signed Land Registry form ID1 or ID2.

SIGNED

SIGNED

Lloyds Corp

Reference:  
Date:

Solicitors for the Buyer

Reference: HL 1280W  
Date: 22/10/18

Solicitors for the Seller

## REPLIES TO GENERAL ENQUIRIES BEFORE CONTRACT

Relating to:- Land to the south-east of, The Stocks, Woonton, Hereford. HR3 6QU

Parties: Mr and Mrs Christopher John Williams

- 1.1 See Deeds
- 1.2 The Buyer must rely on their own survey/inspection
- 1.3 No
- 1.4 No
- 2.1 A) See Contract  
B) No  
C) No  
D) No
- 2.2 No
- 2.3 A) A water meter passes through to Stone Farm over the property. A water meter will be installed at the point marked "M" on the Contract plan within two months of completion. .  
B) See Deeds.
- 2.4 None
- 2.5 There are two electricity poles on the field.
- 2.6 No
- 3.1 A) Yes  
B)Yes
- 3.2 A-C) There is a right of way benefitting the property which passes over land to the North (please see Deeds)
- 3.3 Not applicable
- 3.4 A) No  
B) No
- 3.5 A) Not applicable  
B) No
- 3.6 No
- 4.1 A) Not applicable  
B) Not applicable  
C) Not applicable
- 4.2 A) Not applicable  
B) Not applicable

C) Not applicable

4.3 No

5.1 A) There is a septic tank in the corner of the field which belongs to an adjoining property. There have never been any issues with this.  
B) Western Power cables and poles.

5.2 No

5.3 No

5.4 No

6.1 No

6.2 There are none.

6.3 A) Not applicable  
B) Not applicable

6.4 A) Not applicable  
B) Not applicable

7.1 No

7.2 No

8.1 No

8.2 No

9.1 A-G) Not applicable

9.2 A) Not applicable  
B) Not applicable

9.3 A) No  
B) Not applicable  
C) No

9.4 A) No  
B) Not to the Seller's knowledge  
C) Not applicable  
D) No  
E) Not applicable

9.5 No

9.6 No

9.7 Not applicable

9.8 Not applicable

- 9.9 Not applicable
- 10.1 A-E) No
- 10.2 No
- 11.1 A-E) Not applicable
- 11.2 A) Not applicable  
B) Not applicable
- 11.3 A) Not applicable  
B) Not applicable
- 12.1 A-F) Not applicable
- 12.2 Not applicable
- 12.3 Not applicable
- 12.4 A-C) Not applicable
- 12.5 Not applicable
- 12.6 A-C) Not applicable
- 12.7 No
- 12.8 A) Not known  
B) See A) above
- 12.9 Not applicable
- 12.10 A) Not applicable  
B) Not applicable
- 13.1 No
- 13.2 Yes
- 13.3 A) No  
B) Not applicable
- 13.4 No
- 13.5 A-D) No
- 14.1 No
- 14.2 A-C) No
- 15.1 A) The Seller  
B) Not applicable
- 15.2 Owners

15.3 Yes

15.4 No

16.1 Yes

16.2 Yes

16.3 See Contract

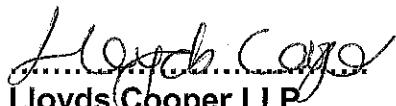
16.4 A) Not applicable

B) Not applicable

16.5 A) Not applicable

B) Not applicable

16.6 Not applicable

  
Lloyds Cooper LLP

22 October 2018