



Commercial Property Standard Enquiries

CPSE.1 (version 3.1) General 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 3.1) Guidance notes on the Commercial Property Standard Enquiries* (www.practicallaw.com/2-503-3853).

Particulars

Seller: BRB (Residuary) Limited

Buyer:

Property: Land at Osney Lane Oxford

Development (if appropriate):

Transaction: Sale

Seller's solicitors: Shoosmiths, Witan Gate House, 500-600 Witan Gate West, Milton Keynes, MK9 1SH Ref: LBW.195154.7

Buyer's solicitors:

Date: 30 June 2011

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.
 - **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.
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.

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ENQUIRIES

1. BOUNDARIES AND EXTENT

1.1 In respect of all walls, fences, ditches, hedges or other features (**Boundary Features**) that form the physical boundaries of the Property:

- (a) are you aware of any discrepancies between the boundaries shown on or referred to in the title deeds and the Boundary Features; and
- (b) have any alterations been made to the position of any Boundary Features during your ownership or, to your knowledge, earlier?

The fencing behind the Oxford Business Centre has been damaged by conifers on the adjacent land. The fencing is not on the boundary beside the river (where the fencing is within the Seller's title) or near the railway bridge abutment (where the fencing is outside the Seller's title). On the eastern boundary the fencing to the rear of Royal Mail and the petrol station is correct, and below that the fencing is substantial on the boundary of the Property i.e. no more than half a metre inside the boundary in several places. The Seller has marked the boundary here with white paint.

1.2 To whom do the Boundary Features belong if they do not lie wholly within the Property?

Believed to be not applicable.

1.3 In relation to each of the Boundary Features:

- (a) have you maintained it or regarded it as your responsibility;
- (b) has someone else maintained it or regarded it as their responsibility; or
- (c) have you treated it as a party structure or jointly repaired or maintained it with someone else?

See the demarcation agreement referred to in the registers of title.

1.4 Please supply a copy of any agreement for the maintenance of any of the Boundary Features.

As 1.3

- 1.5 Please supply a plan showing any parts of the Property that are situated beneath or above adjoining premises, roads or footpaths and supply copies of any relevant licences for projections.

None to the Seller's knowledge.

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

No.

- 1.7 If the answer to enquiry 1.6 is "yes", please:

- (a) provide a plan showing the area occupied;
- (b) provide evidence of the basis of such occupation; and
- (c) state when such occupation commenced.

Not applicable.

2. PARTY WALLS

In respect of any party structures which form part of the Property and also in respect of any works of the kind which require notices to be served under the Party Wall etc. Act 1996 (**1996 Act**) please:

- (a) confirm that there have been no breaches of the 1996 Act or any earlier legislation governing party structures;
- (b) supply copies of any notices, counternotices, awards and agreements relating to party structures, whether made under the 1996 Act or otherwise; and
- (c) confirm that there have been no breaches of any of the terms, notices, counternotices, awards or agreements.

There are no notices with the deeds and the Seller is not aware of any breaches.

3. RIGHTS BENEFITING THE PROPERTY

- 3.1 Unless apparent from the copy documents supplied, are there any covenants, agreements, rights or informal arrangements of any kind (including any which you may be in the course of acquiring) which benefit the Property (**Rights**)?

The right of access off Osney Lane over adjoining land now belonging to Royal Mail

granted in the Vesting Agreement dated 1 August 1972 is not used over the route granted. In practice a different route is used and this is not documented. A plan showing the different route approximately hatched black is attached. The route has varied over the years depending on the car parking arrangements on the Royal Mail's property.

3.2 In respect of any Rights benefiting the Property, and unless apparent from the copy documents supplied, please:

- (a) if the Right is formally documented, show title and supply copies of all relevant documents, plans and consents;
- (b) if the Right is not formally documented, supply evidence as to entitlement together with a plan showing the area over which the Right is exercised;
- (c) state to what extent any Rights are exercised, whether they are shared and if so by whom;
- (d) state whether they can be terminated and, if so, by whom;
- (e) state who owns and/or occupies the land over which any Rights are exercisable;
- (f) give details of the maintenance (including costs) of any land, Conduits or equipment used in connection with any Rights;
- (g) give details of any interference with any Rights, whether past, current or threatened; and
- (h) confirm that all terms and conditions relating to the exercise of any Rights have been complied with or, if they have not, give details.

As 3.1.

3.3 Have you (or, to your knowledge, has any predecessor in title):

- (a) registered against any other titles at the Land Registry any unilateral notices to protect the priority of any of the Rights revealed in response to enquiry 3.1; or
- (b) registered any cautions against first registration in respect of any of the Rights revealed in response to enquiry 3.1?

No.

4. ADVERSE RIGHTS AFFECTING THE PROPERTY

4.1 Unless apparent from the copy documents supplied, are there any covenants, restrictions, agreements, rights or informal arrangements of any kind to which the

Property is subject (whether public or private and whether existing or in the course of acquisition) (**Adverse Rights**)?

Not to the Seller's knowledge.

4.2 In respect of any Adverse Rights to which the Property is subject, and unless apparent from the copy documents supplied, please:

- (a) give full details and supply copies of all relevant documents, plans and consents;
- (b) state to what extent any Adverse Rights have been exercised;
- (c) state who has the benefit of any Adverse Rights;
- (d) state whether any Adverse Rights can be terminated and, if so, by whom;
- (e) give details of the maintenance (including costs) of any land, Conduits or equipment used in connection with any Adverse Rights; and
- (f) confirm that all terms and conditions relating to the exercise of any Adverse Rights have been complied with or, if they have not, give details.

There are various undocumented services. Please refer to the results of our various searches available on line. Thames Water have advised us that the sewer mentioned in the search is a 1200 millimetre brick sewer. They do not know exactly when it was installed but think it was some time ago.

The result of our chancel repair search dated 8 April 2011 says there is potential liability.

4.3 Unless apparent from the copy documents supplied, does any person use any part of the Property with or without your permission?

There is a tenancy dated 21 December 2010 made between the Seller and Royal Mail Group Limited. A copy is available on line.

4.4 Have you, or to your knowledge has anyone else, applied to have any restrictive covenant affecting the Property modified or discharged?

No.

4.5 Unless full details appear from the copy documents already supplied, please supply details of any interests to which the Property is subject under Schedules 1, 3 or 12 to the Land Registration Act 2002.

Please see above.

- 4.6 For the purposes of Part I of the Countryside and Rights of Way Act 2000:
- (a) is the Property "access land" within the meaning of section 1(1) of that Act;
 - (b) if the answer to 4.6(a) is "no", are you aware of anything that might result in the Property becoming "access land"; and
 - (c) if the answer to enquiry 4.6(a) is "yes", are there any exclusions or restrictions in force under Chapter II of Part I of the Countryside and Rights of Way Act 2000?

Part of the site is subject to an agreement as to a footpath in the area coloured blue on the title plan. Please see the agreements dated 2 February 1983 and 9 February 1983 made between British Railways Board and Oxford City Council supplied with the information available online. They County Council's definitive map shows a footpath numbered 320/116 which appears to be in the area coloured blue on the Land Registry title plan.

- 4.7 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?

See 4.6.

5. TITLE POLICIES

- 5.1 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?

Not to the Seller's knowledge.

- 5.2 If insurance cover has been obtained, please:

- (a) supply copies of all policy documents including the proposal form;
- (b) confirm that the conditions of all such policies have been complied with; and
- (c) give details of any claims made and supply copies of all relevant correspondence and documents.

The Seller has none.

- 5.3 If insurance cover has been refused, please give details and supply copies of all relevant correspondence and documents.

Not applicable.

6. ACCESS TO NEIGHBOURING LAND

- 6.1 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 (**1992 Act**).

Not requested, allowed or refused to the Seller's knowledge.

- 6.2 Have you or, to your knowledge, has any previous owner or occupier of the Property ever requested or been allowed or been refused access to neighbouring premises to carry out repairs, alterations or other works to the Property or the Conduits serving it? If so, please give details, including copies of any access orders granted under the 1992 Act.

See 6.1.

7. ACCESS TO AND FROM THE PROPERTY

- 7.1 Does the boundary of the Property (or, if applicable, the Development) immediately adjoin a highway maintainable at public expense at, and for the full width of, each point of access?

Osney Lane – please see letter from Oxfordshire County Council dated 21 April 2011 with information online.

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

Access has been taken via land now belonging to Royal Mail further to rights granted in the Vesting Agreement dated 1 August 1972 but see 3 above. There are gates at the southern side of the Royal Mail's land which could block access.

8. PHYSICAL CONDITION

- 8.1 If the Property has been affected by any of the following, please supply details:

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

- (e) flooding.

The low lying area by the river has been flooded on occasion.

- 8.2 Has asbestos been used in the present structures forming part of the Property or of any premises of which the Property forms part, including Conduits, fixtures, plant and equipment?

The buyer should rely on their inspection, but there are no buildings on site.

- 8.3 Please supply a copy of the most recent survey or assessment carried out in relation to the Property (whether by the Seller or by any other person) for the purposes of complying with regulation 4 of the Control of Asbestos Regulations 2006 or regulation 4 of the Control of Asbestos at Work Regulations 2002, or advise us when and where it can be inspected.

The buyer should liaise with the Seller.

- 8.4 Please supply a copy of the written plan and any other records prepared for managing asbestos in the Property or in any premises of which the Property forms part, or advise us when and where they can be inspected.

The buyer should liaise with the Seller.

- 8.5 Has any substance (other than asbestos) known or suspected to be unsuitable for its purpose, unstable or hazardous, been used in the present structures forming part of the Property, including Conduits, fixtures, plant and equipment?

Not to the Seller's knowledge but please rely on your own survey. See 15 below.

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

Not to the Seller's knowledge.

- 8.7 Please identify:

- (a) any buildings
- (b) any extensions or major alterations to existing buildings, and
- (c) any other major engineering works

which have been erected, made or carried out at the Property within the last 12 years.

None

8.8 In respect of anything identified in reply to enquiry 8.7, please supply copies of any subsisting guarantees, warranties and insurance policies.

None.

8.9 In respect of all Conduits, fixtures, plant or equipment which will remain part of the Property or which will serve the Property after completion of the Transaction:

- (a) please confirm that they have been regularly tested and maintained;
- (b) please confirm that, so far as you are aware, there are no items requiring significant expenditure within the next three years;
- (c) please supply a copy of the most recent maintenance report relating to each of them;
- (d) please supply copies of any subsisting guarantees, warranties and insurance policies.

The Seller does not use any. No report, guarantees, warranties or insurance policies are available.

8.10 In relation to the guarantees, warranties and insurance policies identified in reply to enquiries 8.8 and 8.9, please confirm that:

- (a) all the terms have been complied with;
- (b) there have been no claims made under any of them, whether or not those claims are current or have been settled; and
- (c) there are no apparent defects in respect of which a claim might arise under them.

Not applicable

9. CONTENTS

9.1 Please list any items which are currently attached to the structure of the Property in some way (e.g. wired, plumbed, bolted) and which you propose removing from the Property prior to completion of the Transaction.

None.

9.2 Please list any items (other than those belonging to an occupational tenant) that are not attached to the structure of the Property, and which you propose leaving at the Property after completion of the Transaction.

There are disused buried sidings, which are not connected to the national rail network.

9.3 In respect of each item listed in reply to enquiry 9.2, please:

- (a) confirm that the item is included in the purchase price agreed for the Transaction;
- (b) confirm that the item belongs to you free from any claim by any other party; and
- (c) supply copies of any subsisting certificates, guarantees and warranties relating to it.

The Seller has no subsisting certificates, guarantees or warranties.

9.4 Please list any item that will remain at the Property after completion but which belongs to any third party other than an occupational tenant (e.g. meters).

The Seller is not aware of any.

10. UTILITIES AND SERVICES

10.1 Please provide

- (a) details of the utilities and other services connected to or serving the Property;
- (b) the name and contact details of the individual within the Seller who deals with energy supplies in relation to the Property; and
- (c) confirmation that we may make contact with the person referred to in (b) above in order to obtain information about the implementation of the Carbon Reduction Commitment Energy Efficiency Scheme in relation to the Property.

There may be drainage, water and electricity supplies to the tenant and a former tenant who would have arranged any connections.

10.2 In respect of each utility or service listed in reply to enquiry 10.1(a), please state:

- (a) whether the connection is direct to a mains supply;

- (b) whether the connection is metered and if so whether the meter is on the Property and relates only to your use in relation to the Property;
- (c) who makes the supply; and
- (d) whether the Conduits run directly from a highway maintainable at public expense to the Property without passing through, under or over any other land.

See search results available online.

- 10.3 In the case of the electricity supply to the Property, is any meter a half hourly meter settled on the half-hourly market?

Not applicable.

- 10.4 Please provide details of any supply contracts and any other relevant documents.

The Seller has none.

- 10.5 Please provide details of any contracts for the supply of services carried out at the Property (e.g. security or cleaning).

The Seller has none.

11. FIRE SAFETY AND MEANS OF ESCAPE

*In this Enquiry, **Fire Safety Order 2005** means the Regulatory Reform (Fire Safety) Order 2005 and any regulations made under it.*

- 11.1 Please advise us where we may inspect any records in relation to the Property, made for the purposes of complying with the Fire Safety Order 2005, including any records of findings following a fire risk assessment of the Property.

There are none.

- 11.2 Please advise us where we may inspect any records in relation to any premises within any building of which the Property comprises part, made for the purposes of complying with the Fire Safety Order 2005, including any records of findings following a fire risk assessment of any such premises.

There are none.

- 11.3 Please provide details of any steps taken in relation to the Property to co-operate with any other people and to co-ordinate measures to comply with the Fire Safety Order 2005.

There are none.

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

To Osney Lane via Royal Mail's land.

- 11.5 If any current means of emergency escape from the Property passes over any land other than the Property or a public highway please:

- (a) provide copies of any agreements that authorise such use;
- (b) confirm that all conditions in any such agreements have been complied with; and
- (c) provide details of anything that has occurred that may lead to any agreement for means of escape being revoked, terminated or not renewed.

See above.

12. PLANNING AND BUILDING REGULATIONS

- 12.1 Please supply a copy of any planning permission, approval of reserved matters, building regulations approval, building regulations completion certificate, self-certification, listed building consent and conservation area consent which relates to the Property, and of any consent for the display of advertisements at or from the Property (each a **Consent**).

The Seller has none.

- 12.2 In respect of any Consents disclosed, please identify:

- (a) those which have been implemented and if so, indicate whether fully or partially;
- (b) those which authorise existing uses and buildings; and
- (c) those which have not yet been implemented but are still capable of implementation.

Not applicable.

12.3 Please supply a copy of any of the following certificates (each a **Certificate**) which relate to the Property:

- (a) established use certificate;
- (b) certificate of lawfulness of existing use or development; and
- (c) certificate of lawfulness of proposed use or development.

As 12.1.

12.4 How are the existing buildings on the Property authorised if not by a Consent or a Certificate?

Not applicable.

12.5 How is the existing use of the Property authorised if not by a Consent or a Certificate?

The Property is vacant apart from the area let to Royal Mail Group Ltd and it would be their responsibility to obtain any planning consents.

12.6 What is the existing use of the Property, when did it start and has it been continuous since? If there is more than one existing use please specify each use and indicate which are main and which are ancillary, and when each use started.

Part vacant, part let to Royal Mail Group Ltd for parking. Royal Mail have been renting parts of the Property for around 20 years. The boundaries of the area let to them has varied slightly over time and generally extended southwards. Part of the Property adjacent to Osney Lane has been used from December 2010 to June 2011 as a working compound to include the storage of materials, erection of a portakabin office and parking of plant, equipment and vehicles by O'Connor Utilities Limited and their contractors..

12.7 Where the Property is not listed under the Planning (Listed Buildings and Conservation Areas) Act 1990, please provide details of any building works, demolition, mining or other engineering works that have taken place at the Property within the past ten years and confirm that all necessary Consents were obtained for them.

12.8 Where the Property is listed under the Planning (Listed Buildings and Conservation Areas) Act 1990, please provide:

- (a) a copy of the listing particulars where available; and
- (b) details of any alterations, extensions, other building works, demolition, mining or other engineering works that have taken place at the Property since the date when the Property was listed, and confirm that all necessary Consents were obtained for them.

Believed not listed.

12.9 Have there been any actual or alleged breaches of the conditions and limitations and other terms in any Consents or Certificates?

The Seller has not received notice of any.

12.10 Is any Consent or Certificate the subject of a challenge in the courts either by way of judicial review or statutory proceedings? If not, is a challenge expected?

The Seller has no information.

12.11 Please provide details of any application for a Consent or a Certificate which:

- (a) has been made but not yet decided;
- (b) has been refused or withdrawn; or
- (c) is the subject of an outstanding appeal.

As 12.10.

12.12 If there is any existing outline planning permission relating to the Property or other planning permission with conditions which need to be satisfied in order for development to proceed, what has been done to obtain approval of reserved matters and/or satisfaction of those conditions?

Not applicable.

12.13 Please supply a copy of any letters or notices under planning legislation which have been given or received in relation to the Property.

The Seller has none.

13. STATUTORY AGREEMENTS AND INFRASTRUCTURE

13.1 In relation to any agreements affecting the Property that have been entered into with any planning, highway or other public authority or utilities provider:

- (a) please supply details;
- (b) confirm that there are no breaches of any of their terms; and
- (c) confirm that there are no outstanding obligations under them.

Not applicable

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

Not to the Seller's knowledge.

13.3 Are there any proposals relating to planning, compulsory purchase powers, infrastructure (including parking, public transport schemes, road schemes and traffic regulation) or environmental health which, if implemented, would affect the continued use of the Property for its present purposes?

Please rely on your enquiries.

13.4 Is there anything affecting the Property that is capable of being registered on the local land charges register but that is not registered?

As 13.3.

13.5 Please confirm that the Property is not subject to any charge or notice remaining to be complied with.

Not to the Seller's knowledge.

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

None

13.7 Please supply details of any compensation paid or claimed in respect of the Property under any planning legislation or following the exercise of compulsory purchase powers.

None to the Seller's knowledge.

14. STATUTORY AND OTHER REQUIREMENTS

- 14.1 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?

Not to the Seller's knowledge.

- 14.2 Please give details of any notices that require works to be carried out to the Property under any statute, covenant, agreement or otherwise and state to what extent these notices have been complied with.

See the demarcation agreement dated July 2010 which requires fencing. The fencing is in place.

- 14.3 Other than any already supplied, please provide details of any licences or consents required to authorise any activities currently carried out at the Property, including any required under local legislation (e.g. London Building Act).

The Seller has none.

- 14.4 Are you aware, in relation to the Property, of any breach or alleged breach of either the Construction (Design and Management) Regulations 1994 or of the Construction (Design and Management) Regulations 2007?

No.

- 14.5 Has a Health and Safety file been prepared for the Property? If so, please:
- (a) confirm that it has been compiled and kept up to date in accordance with the Construction (Design and Management) Regulations 2007 or with the Construction (Design and Management) Regulations 1994;
 - (b) advise when and where it can be inspected; and
 - (c) confirm that the original will be handed over on completion.

No.

- 14.6 Have you supplied a valid Energy Performance Certificate (**EPC**) for the Property, or a copy of it, in relation to the Transaction and, if so, to whom?

No.

14.7 If you have not supplied a valid EPC for the Property, please:

- (a) tell us where a valid EPC for the Property can be inspected; or
- (b) explain why no EPC is needed.

Bare land

14.8 If the Property contains any air-conditioning, please:

- (a) state when and where the latest inspection report for that air-conditioning system can be inspected; and
- (b) confirm that the original of that inspection report will be handed over on completion.

Not applicable

15. ENVIRONMENTAL

15.1 Please supply a copy of all environmental reports that have been prepared in relation to the Property or indicate where such reports may be inspected.

A report dated March/April 2011 has been placed in the online data available for the Property.

15.2 Please supply:

- (a) a copy of all licences and authorisations given in relation to the Property under environmental law and confirm that the terms of all such licences and authorisations have been complied with; and
- (b) details of any licences and authorisations for which application has been made but that have not yet been given.

The Seller has none.

15.3 What (if any) authorisations are required under environmental law for activities currently carried out or processes occurring at the Property, including storage of materials, water abstraction, discharges to sewers or controlled waters, emissions to air and the management of waste?

Any such would be the responsibility of any tenant.

15.4 Please give details (so far as the Seller is aware) of:

- (a) past and present uses of the Property and of activities carried out there; and
- (b) the existence of any hazardous substances or contaminative or potentially contaminative material in, on or under the Property, including asbestos or asbestos-containing materials, any known deposits of waste, existing or past storage areas for hazardous or radioactive substances, existing or former storage tanks (whether below or above ground) and any parts of the Property that are or were landfill.

The Property was used as railway sidings until the 1970s. Rail fuel of different kinds may have been deposited in or on the ground – former rail land has a higher than usual likelihood of contamination.

15.5 Please provide full details of any notices, correspondence, legal proceedings, disputes or complaints under environmental law or otherwise relating to real or perceived environmental problems that affect the Property, or which have affected the Property within the last ten years, including any communications relating to the actual or possible presence of contamination at or near the Property.

The Seller has none.

15.6 Please provide full details of how any forms of waste or effluent from the Property (including surface water) are disposed of, including copies of any relevant consents, agreements and correspondence.

Not applicable.

15.7 Please give details of any actual, alleged or potential breaches of environmental law or licences or authorisations and any other environmental problems (including actual or suspected contamination) relating to:

- (a) the Property; or
- (b) land in the vicinity of the Property that may adversely affect the Property, its use or enjoyment or give rise to any material liability or expenditure on the part of the owner or occupier of the Property.

The Seller is not aware of any except as may be mentioned in the report referred to above. Apparently historic OS plans show “tanks” and a “petrol depot” on the site of what is now a petrol filling station on land adjacent to the Property, fronting Oxpens Road.

15.8 Please provide copies of any insurance policies that specifically provide cover in relation to contamination or other environmental problems affecting the Property. If

such insurance cover has at any time been applied for and refused, please provide full details.

None.

16. OCCUPIERS AND EMPLOYEES

16.1 Please give the names of anyone in actual occupation of the Property or receiving income from it. Except where apparent from the title deeds, please explain what rights or interests they have in the Property.

Royal Mail Group Ltd under the tenancy dated 21 December 2010 mentioned above.

16.2 Except where apparent from the title deeds or revealed in reply to enquiry 16.1, please state whether any person, apart from you, has or claims to have any right (actual or contingent) to use or occupy the Property or any right to possession of the Property or to any interest in it.

No

16.3 If the Property is vacant, when did it become vacant?

See 16.1 and 15.4.

16.4 Is there anyone to whom the Transfer of Undertakings (Protection of Employment) Regulations 2006 will or might apply, who is:

- (a) employed at the Property by you; or
- (b) employed at the Property by someone other than you; or
- (c) is otherwise working at or is providing services at or to the Property?

No.

16.5 In respect of each person identified in reply to enquiry 16.4, please provide copies of the current contract of employment, any other contractual documentation and (if applicable) any service occupancy agreement for resident employees.

Not applicable.

17. INSURANCE

17.1 Have you experienced any difficulty in obtaining insurance cover (including cover for public liability and, where relevant, for loss of rent) for the Property at normal rates and subject only to normal exclusions and excesses?

As the Seller has a block insurance policy this would not arise.

17.2 Please give details of the claims history and any outstanding claims.

None.

17.3 Is there any insurance benefiting the Property, other than buildings insurance and any policy disclosed in reply to enquiry 5.1 (defect in title) or 15.8 (environmental insurance)?

No.

17.4 If an existing buildings insurance policy will remain in place after completion of the Transaction, or is to be relied on by the Buyer until completion, please supply a copy of the policy including the proposal form (if available) and schedule of insurance cover and (where not shown on the schedule) provide the following information:

- (a) the insurer's name and address;
- (b) the policy number;
- (c) the risks covered and the exclusions and the excesses payable;
- (d) the sums insured (showing separately, where applicable, the sums for buildings, plant and machinery, professionals' fees, loss of rent and public liability);
- (e) the name(s) of the insured(s) and of all other persons whose interests are (or will be) noted on the policy;
- (f) the current premium;
- (g) the next renewal date;
- (h) the name and address of the brokers; and
- (i) details of any separate terrorism insurance arrangements.

Not applicable

17.5 Please confirm that all premiums have been paid that are required to maintain the cover referred to in enquiry 17.4 up to the next renewal date following the date of the Seller's replies to these enquiries.

Not applicable

17.6 Please provide details of any circumstances that may make the policy referred to in the reply to enquiry 17.4 void or voidable.

Not applicable.

18. RATES AND OTHER OUTGOINGS

18.1 What is the rateable value of the Property?

The tenant is responsible for rates on their area. The Seller is not aware that the remainder of the Property has a rateable value.

18.2 Please confirm that the Property is not assessed together with other premises or, if it is, please give details.

Confirmed.

18.3 Please provide copies of any communications received in connection with:

- (a) the latest rating revaluation and any returns made; and
- (b) any proposal or pending appeal.

None held by the Seller.

18.4 Please give details of:

- (a) any works carried out to, or any change of use of, the Property that may cause the rateable value to be revised; and
- (b) any application made for the rateable value to be revised.

None to the Seller's knowledge.

18.5 In the current year what is payable in respect of the Property for:

- (a) uniform business rates; and
- (b) water rates, sewerage and drainage rates?

None by the Seller.

18.6 Have you made any claim for void period allowance or for exemption from liability for business rates? If so, please give details.

No.

18.7 Is the Property the subject of transitional charging arrangements? If so, please give details.

No.

18.8 Except where apparent from the title deeds, please give details of all outgoing (other than business, water, sewerage and drainage rates) payable by the owner or occupier of the Property, and confirm that all payments due to date have been made.

The Seller is not aware of any.

18.9 Is the Property situated within an area subject to a Business Improvement District (BID) arrangement?

Please rely on your enquiries.

18.10 If the Property is within an area subject to a BID arrangement, please provide the following:

- (a) the name and address of the BID body;
- (b) the amount of the levy payable in respect of the Property; and
- (c) details of any arrangements under which you may be liable to contribute to the funding of the BID even if you are not the rateable occupier.

Not to the Seller's knowledge.

18.11 If the Property is not within an area subject to a BID arrangement, are you aware of any proposal to create a BID that will include the Property?

Not to the Seller's knowledge, please rely on your enquiries.

19. CAPITAL ALLOWANCES

19.1 Do you hold the Property as an investor on capital account or as a trader as part of your trading stock? Please specify which.

None of 19 is applicable.

19.2 Has HM Revenue & Customs (HMRC) accepted, or has the Seller or any person connected to the Seller (within the meaning of sections 575 and 575A of the Capital Allowances Act 2001 (CAA 2001)) submitted to HMRC, any claim for capital allowances in respect of any item of plant or machinery included in the Transaction that is a fixture (a Fixture) within the meaning of section 173 of the CAA 2001? If so, for each such claim please state:

- (a) the date the Fixture was acquired;
- (b) whether the Fixture is an integral feature within the meaning of section 33A of the CAA 2001;
- (c) whether the claim was in respect of Fixtures installed by the Seller or already installed by a previous owner;
- (d) the value of the claim; and
- (e) the proposed disposal value.

19.3 If the Seller or any person connected to the Seller (within the meaning of sections 575 and 575A of the CAA 2001), has not submitted a claim to HMRC for capital allowances in respect of any Fixtures to be included in the Transaction, will the Seller be willing to agree in the contract that no such claim will be made by the Seller or any person connected with the Seller?

19.4 If the Seller acquired the Property on or after 24 July 1996, is the Seller aware of any claims for capital allowances in respect of any Fixtures to be included in the Transaction accepted, submitted or to be submitted to HMRC by a previous owner? If so, for each such prior claim please state:

- (a) the date the Fixture was acquired by the previous owner;
- (b) whether the Fixture is an integral feature within the meaning of section 33A of the CAA 2001;
- (c) the name of the previous owner;

- (d) whether the claim was in respect of Fixtures installed by the previous owner or already installed by a prior owner;
- (e) the value of the claim; and
- (f) the disposal value.

19.5 Have any of the Fixtures included in the Transaction been included in an election either under section 198 or section 199 of the CAA 2001 or section 59B of the Capital Allowances Act 1990? If so, please provide a copy of such election notice(s).

19.6 Are there any items of plant and machinery included in the Transaction that are subject to the long funding lease provisions set out in Part 2, Chapters 6 and 6A of the CAA 2001? If so, please provide details of such assets.

19.7 Please provide details of any Fixture included in the Transaction that is subject to a nil disposal value by virtue of section 63 of the CAA 2001.

19.8 Please provide details of any Fixtures upon which expenditure has been incurred by a tenant, or that are subject to an equipment lease within the meaning of section 174(1) of the CAA 2001.

19.9 Please provide details of any plant or machinery that is not a Fixture but is included in the Transaction.

19.10 Please confirm that none of the plant and machinery (whether or not a Fixture) included in the Transaction has been or is likely to be treated as a long-life asset in accordance with Part 2, Chapter 10 CAA 2001.

19.11 Does the Property form part of an area either currently or formerly designated as an enterprise zone? If so, when was the area designated? Please supply details of any claims made for capital allowances on an enterprise zone building forming part of the Property.

19.12 Have you or any other person claimed (or is any person entitled to claim) industrial buildings allowances on the Property, excluding any claims covered under section 19.11 above? If so, please provide the following details in relation to all expenditure on the original construction of the Property and on any alteration to it (and where items of expenditure have been incurred at different times, please provide the details in respect of each separate amount of expenditure incurred):

- (a) the relevant interest (within the meaning of section 286 of the CAA 2001);
- (b) the amount of expenditure;
- (c) the date when the expenditure was incurred;
- (d) the date of first use;
- (e) the name of any current tenant(s);
- (f) the use made of the building by current and previous occupiers (with dates);
- (g) any periods of non-qualifying use;
- (h) the value of the claim;
- (i) the residue of qualifying expenditure before sale; and
- (j) whether any expenditure was incurred by a trader holding the Property as part of its trading stock.

19.13 Have you or any other person claimed (or, in relation to any period prior to completion, will any person claim) research and development or scientific research allowances in respect of the Property or any other asset to be included in the Transaction? If so please provide details.

19.14 Have you or any other person claimed (or, in relation to any period prior to completion, will any person claim) business premises renovation allowances in respect of the Property or any other asset to be included in the Transaction? If so please provide details.

19.15 Have you or any predecessor in title made a contribution to another person's expenditure which is either expenditure on or relating to the Property on which industrial buildings allowances are available or expenditure on any plant or machinery within the Property? If so, please provide details.

19.16 Where the Transaction is the grant of a lease:

- (a) if the lease is over 50 years in duration, will you, if requested, make a joint election with us under section 290 of the CAA 2001 in respect of the Transaction; and
- (b) if requested, will you make a joint election with us under section 183 of the CAA 2001 enabling us to claim capital allowances on Fixtures in the Property and included in the Transaction?

Not applicable.

20. VALUE ADDED TAX (VAT) REGISTRATION INFORMATION

20.1 Are you registered for VAT?

Yes.

20.2 If so, please provide details of your VAT registration number.

766460114

20.3 If you are registered as part of a VAT group, please provide the name of the representative member.

The Seller

21. TRANSFER OF A BUSINESS AS A GOING CONCERN (TOGC)

21.1 Do you expect the Transaction to be treated as a TOGC and so to be outside the scope of VAT?

If you answered no, please go to enquiry 22 below; otherwise please answer enquiries 21.2–21.5 below.

No (unless there is a tenancy).

21.2 Why do you think TOGC treatment will apply?

Not applicable.

21.3 Are there any factors (other than those solely within our control) that may affect the availability of this treatment?

Not applicable.

21.4 Is the Transaction partly within and partly outside the scope of VAT (being a TOGC)? If so, how do you propose to apportion the price between the two elements?

Not applicable.

21.5 Is the Property a Capital Goods Scheme item? If so, and if the period of adjustment has not yet expired, please supply the following:

- (a) the start date of the adjustment period and of any intervals that have started or will start before completion of the Transaction;
- (b) the original deductible percentage;
- (c) the total input tax attributable to the Property (whether or not recoverable) that is subject to adjustment in accordance with the Capital Goods Scheme and the amount of that input tax that has been recovered by you, or by anyone previously responsible for making adjustments during the current period of adjustment; and
- (d) details of any adjustment of the input tax recovered in relation to the Property by you or anyone previously responsible for making adjustments.

Not applicable.

22. OTHER VAT TREATMENT

If and to the extent that the Transaction may not be a TOGC (however unlikely this may be) or TOGC status is not available, will the Transaction (or any part of it) be treated for VAT purposes as:

- (a) standard-rated (*if yes, please go to enquiry 23 below*);

- (b) exempt (*if yes, please go to enquiry 24 below*);
- (c) zero-rated (*if yes, please go to enquiry 25 below*); or
- (d) outside the scope of VAT (other than by reason of being a TOGC)? (*if yes, please go to enquiry 26 below*).

The Property is standard rated.

23. STANDARD-RATED SUPPLIES

23.1 Why do you think that the Transaction (or any part of it) is standard-rated?

The Seller has waived the exemption from VAT. An email to HMRC dated 1 June 2011 is attached, with a copy of their letter in reply dated 1 June 2011.

23.2 If the Transaction (or any part of it) is compulsorily standard-rated (as the freehold sale of a new or uncompleted building or civil engineering work), please state:

- (a) the date of the certificate of practical completion of the Property (or each relevant part);
- (b) if different, the date on which it was first fully occupied; and
- (c) whether the Property (or any part of it) is not yet completed.

Not applicable.

23.3 Have you (or a relevant associate within the meaning of paragraph 3 of Schedule 10 to the Value Added Tax Act 1994) exercised a valid option to tax (within the meaning of Schedule 10 to the Value Added Tax Act 1994) that applies to the Property? If so, please:

- (a) supply a copy of the option to tax and the notice of the option given to HMRC and any notices and correspondence received from HMRC in relation to the option;
- (b) supply a copy of any permission required from HMRC for the option or, where relevant, details of any automatic permission relied upon, and provide confirmation that any conditions for such permission have been satisfied; and
- (c) confirm that the option applies to the whole of the Property and has not been and cannot be disapplied or rendered ineffective for any reason and cannot and will not be revoked.

See 23.1.

- 23.4 Where the Transaction is the assignment of a lease, has the landlord (or a relevant associate within the meaning of paragraph 3 of Schedule 10 to the Value Added Tax Act 1994) exercised a valid option to tax (within the meaning of Schedule 10 to the Value Added Tax Act 1994) that applies to the Lease?

Unless you also answered yes to enquiry 22(b), (c) or (d), please now go to enquiry 27.

Not applicable.

24. EXEMPT SUPPLIES

- 24.1 Why do you think the Transaction (or any part of it) will be exempt?

Not applicable.

- 24.2 Does the Transaction involve both standard-rated and exempt supplies? If so, how do you propose to apportion the price between the two elements?

Unless you also answered yes to enquiry 22(c) or (d), please now go to enquiry 27.

Not applicable.

25. ZERO-RATED SUPPLIES

- 25.1 Why do you think that the Transaction (or any part of it) is zero-rated?

Not applicable.

- 25.2 Does the Transaction involve both standard-rated and zero-rated supplies? If so, how do you propose to apportion the price between the two elements?

Unless you also answered yes to enquiry 22(d), please now go to enquiry 27.

Not applicable.

26. TRANSACTIONS OUTSIDE THE SCOPE OF VAT (OTHER THAN TOGCS)

- 26.1 Why do you think that the Transaction (or any part of it) is outside the scope of VAT?

Not applicable.

26.2 Is the Transaction partly within and partly outside the scope of VAT (other than by reason of being a TOGC)? If so, how do you propose to apportion the price between the two elements?

Not applicable.

27. NOTICES

27.1 Except where details have already been given elsewhere in replies to these enquiries, please supply copies of all notices and any subsequent correspondence that affect the Property or any neighbouring property and have been given or received by you or (to your knowledge) by any previous owner, tenant or occupier of the Property.

The Seller has neither given nor to its knowledge received any such notices.

27.2 Are you expecting to give or to receive any notice affecting the Property or any neighbouring property?

The Seller has neither given nor to its knowledge received any such notices.

28. DISPUTES

Except where details have already been given elsewhere in replies to these enquiries, please give details of any disputes, claims, actions, demands or complaints that are currently outstanding, likely or have arisen in the past and that:

- (a) relate to the Property or to any rights enjoyed with the Property or to which the Property is subject; or
- (b) affect the Property but relate to property near the Property or any rights enjoyed by such neighbouring property or to which such neighbouring property is subject.

The Seller has written to Royal Mail and pointed out that they have obstructed the right of way off Osney Lane, but has taken no further action.

29. STAMP DUTY LAND TAX (SDLT) ON ASSIGNMENT OF A LEASE

*In this enquiry, **Lease** has the same meaning as in CPSE.4 ("the lease under which the Property is held and which is to be assigned by the Seller to the Buyer").*

29.1 If the grant of the Lease or any event since the grant of the Lease was a land transaction for SDLT purposes,

- (a) what was the date of the grant of the lease (or later transaction) for SDLT purposes?
- (b) was the transaction notifiable?
- (c) if the transaction was notifiable, please provide a copy of each land transaction return made to HMRC and copy of each certificate issued by HMRC certifying that the transaction was notified to them;
- (d) if the transaction was not notifiable, please specify why it was not and provide a copy of any self-certification certificate made on the grant of the lease (or later transaction) or otherwise certify the effective date of the grant of the lease.

Not applicable.

29.2 Is there a potential or outstanding obligation to make an additional land transaction return to HMRC as a result of any of the following occurring during the first five years from the date given in the answer to Enquiry 29.1(a):

- (a) the settlement or determination of any rent reviews or any other provision for varying the rent; or
- (b) the settlement or determination of any contingent, uncertain or unascertained rents?

If there is, please provide a full schedule of the rents payable and paid in each quarter since the date given in the answer to Enquiry 29.1(a).

Not applicable.

29.3 If there are any rent reviews during the remainder of the term of the Lease,

- (a) what is the highest rent on which SDLT has already been paid?
- (b) when did that rent first become payable?

Not applicable.

29.4 If a premium was paid for the grant of the lease or any assignment of the lease to you

- (a) was the whole or any part of that premium contingent, uncertain or unascertained;
- (b) if it was, does the whole or any part of that premium remain contingent, uncertain or unascertained; and

- (c) have you made any application to HMRC to defer payment of SDLT on that contingent, uncertain or unascertained consideration?

Not applicable.

- 29.5 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?

Not applicable.

30. DEFERRED PAYMENT OF SDLT

If you have made any application to defer the payment of SDLT on any contingent, uncertain or unascertained consideration and you are seeking an indemnity from the buyer in respect of the deferred payment:

- (a) please provide a copy of the original land transaction return made to HMRC and a copy of the certificate issued by HMRC certifying that the transaction was notified to them;
- (b) please provide a copy of all correspondence with HMRC regarding the application to defer the payment of SDLT;
- (c) what is the amount of SDLT on which payment has been deferred;
- (d) when does the period of deferral end; and
- (e) has any event occurred that quantifies the amount of the contingent, uncertain or unascertained consideration that would impose an obligation on you to make a further land transaction return to HMRC?

Not applicable.

31. COMMONHOLD

- 31.1 Does the Property include any land that is the subject of any application, or any proposed application, to the Land Registry for registration of a freehold estate in commonhold?

Not applicable.

- 31.2 Have you consented or been asked to consent to the establishment of a freehold estate in commonhold that would include the Property or any part of the Property?

Not applicable.