

Commercial Property Standard Enquiries

CPSE.7 (version 1.3) General short form pre-contract enquiries for all property transactions

Conditions

This document may be used free of charge subject to the Conditions set out in *GN/CPSE (version 3.3) Guidance notes on the Commercial Property Standard Enquiries*.

Particulars

Seller: Lancashire County Council

Buyer: TBC

Property: 44 Union Street, Accrington, BB5 1PL

Transaction: Disposal of freehold interest by way of formal tender

Seller's solicitors: James Hart – Solicitor, Legal and Democratic Services, Lancashire County Council, PO Box 100, County Hall, Preston, PR1 0LD

Buyer's solicitors: TBC

Date: 24 April 2025

Interpretation

1. In interpreting these enquiries, the terms set out in the Particulars have the meanings given to them in the Particulars and the following interpretation also applies:

- **Buyer:** includes tenant and prospective tenant.
- **Conduits:** means the pipes, wires and cables through which utilities and other services are carried.
- **Property:** includes any part of it and all buildings and other structures on it.

- **Rights:** means any covenants, agreements, rights, restrictions, or informal arrangements of any kind (including any which are in the course of being acquired).
 - **SDLT:** includes Land Transaction Tax where the Property is in Wales, and references to HMRC include the Welsh Revenue Authority where relevant.
 - **Seller:** includes landlord and prospective landlord.
2. The replies to the enquiries will be given by the Seller and addressed to the Buyer. Unless otherwise agreed in writing, only the Buyer and those acting for it may rely on them.
- References in these enquiries to "**you**" mean the Seller and to "**we**" and "**us**" mean the Buyer.
 - In replies to the enquiries, references to "**you**" will be taken to mean the Buyer and to "**we**" and "**us**" will be taken to mean the Seller.
3. The replies are given without liability on the part of the Seller's solicitors, its members, partners, employees, consultants or other staff.
4. The Buyer acknowledges that even though the Seller will be giving replies to the enquiries, the Buyer should still inspect the Property, have the Property surveyed, investigate title and make all appropriate searches and enquiries of third parties.
- 5. In replying to each of these enquiries and any supplemental enquiries, the Seller acknowledges that it is required to provide the Buyer with copies of all documents and correspondence and to supply all details 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.
7. These replies are given by Lancashire County Council Estates on behalf of the Seller and without responsibility on the part of the Seller's solicitors, Lancashire County Council Legal Services. The replies are believed to be correct but their accuracy is not guaranteed and they do not obviate the need for the Buyer to make appropriate searches, enquiries and inspections.

The Seller will consider specific requests for updates on specific enquiries prior to completion only. Save as aforesaid the Seller does not agree to update the Buyer's Solicitors of any variation in these replies after the date hereof.

Unless expressly stated to the contrary, where a phrase such as "so far as the Seller is aware" is used, this is intended to refer only to the actual knowledge of the Seller's Estates Department and nothing in the replies to the enquiries should be taken as representing or implying that any investigations have been undertaken by the Seller in connection with or to ensure the accuracy of such a reply.

This disclaimer shall take effect in precedence over any statement to the contrary in the Replies to CPSEs below.

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ENQUIRIES

1. BOUNDARIES AND EXTENT

In this enquiry, "**Boundary Features**" means all walls, fences, ditches, hedges or other features that form the physical boundary of the Property.

- 1.1 Are you aware of any discrepancies between the boundaries referred to in the title deeds and the Boundary Features?

No.

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

Not as far as 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) Which of them has someone else maintained or regarded as their responsibility?
- (c) Which of them have you treated as a party structure or jointly repaired or maintained with someone else?
- (d) Are there any agreements for their maintenance?
- (e) Are any of them subject to a party wall award or agreement?

Wall to the East and South belongs to neighbouring site.

Barrier at entrance has been installed and maintained by Seller.

North and West boundaries outside of the adopted highway have been maintained by Seller.

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

No.

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

No.

2. RIGHTS BENEFITING THE PROPERTY

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

None so 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 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?

None so far as the Seller is aware.

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

Off Union Street

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

Not as far as the Seller is aware.

3. ADVERSE RIGHTS AFFECTING THE PROPERTY

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

None.

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

Not applicable.

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

Not as far as the Seller is aware.

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

Previously used as offices.

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

Not as far as the Seller is aware

4. PHYSICAL CONDITION

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

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

The property will be sold in its existing condition and no warranties or undertakings will be provided in respect of the same. It is advised that any prospective purchaser undertake their own enquiries and due diligence, seeking professional advice as necessary.

Please see property searches enclosed with tender documents. Government website indicates low yearly chance of flooding at present.

No evidence of Japanese Knotweed has been identified on site.

4.2 Is there any Green Deal Plan affecting the Property?

Not as far as the Seller is aware.

- 4.3 Has asbestos, or any other substance known or suspected to be unsuitable for its purpose, unstable or hazardous, been used in, or removed from, the Property including Conduits, fixtures, plant and equipment?

Please see the Asbestos Survey provided.

- 4.4 Please supply copies of the most recent asbestos survey and asbestos management plan for the Property, together with any other relevant information you hold.

Provided.

- 4.5 Please supply copies of any subsisting guarantees, warranties and/or insurance policies relating to any buildings erected on or major alterations or engineering works carried out at the Property within the last 12 years.

Provided if any.

- 4.6 Please confirm that all Conduits, fixtures, plant or equipment in or serving the Property have been regularly tested and maintained and that all recommended work has been carried out.

Please see testing documentation provided. Buyer should rely on its own investigations.

5. CONTENTS

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

None.

- 5.2 Other than those belonging to an occupational tenant, please confirm that you own all fixtures and fittings that will remain on the Property free from third party rights.

Confirmed.

6. UTILITIES AND SERVICES

- 6.1 Please list the services available at the Property and confirm which (if any) are connected to the mains and which are metered.

Searches suggest that the Property have the benefit of Electricity, Gas and Water. The Buyer should rely on its own inspections and enquiries.

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

Please see utilities searches and buyer to make their own enquiries.

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

No.

6.4 Please provide:

- (a) Copies of the most recent bills for the services referred to at enquiry 6.1;
- (b) The name and contact details of the individual within your organisation who deals with energy supplies relating to the Property and confirm that we may make contact in order to obtain information about the services supplied.

Provided.

7. FIRE SAFETY AND MEANS OF ESCAPE

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

Via external ground floor doors

7.2 Have you experienced any difficulty in completing the fire risk assessment for the Property or when co-operating with anybody else in order to comply with fire safety regulations?

Not as far as the Seller is aware

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

None as far as the Seller is aware.

8. PLANNING AND BUILDING REGULATIONS

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

No.

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

No.

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

General maintenance only.

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

None.

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

As per the updated Use Classes of September 2020, The property is authorised as Use Class E Planning which is a commercial class generally covering shops, offices, gyms, restaurants, workshops and other types of commercial buildings.

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

Documents not available. Please enquire with local planning authority.

8.7 Have you made an application for planning permission which has not yet been determined by the local authority or are there any other planning proceedings currently taking place in relation to the Property?

No.

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

Please enquire with the local planning authority.

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

No.

9. STATUTORY AGREEMENTS AND INFRASTRUCTURE

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

No.

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

No.

9.3 Are you aware of anything affecting the Property that is capable of being registered on the Local Land Charges Register but is not so registered?

Seller not aware.

10. STATUTORY AND OTHER REQUIREMENTS

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

No. Seller not aware.

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

Yes.

10.3 If the answer to enquiry 10.2 is yes

(a) Is the file at the Property and available for us to inspect?

(b) In what form will the file be provided to us upon completion?

The file will be left at the Property on completion.

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

Provided.

10.5 Where the Property has an EPC rating of F or G, please supply a copy of any information or evidence used to support any registration in the Exemptions Register

established under the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015.

Not Applicable.

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

09.09.24. Provided.

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

None known.

11. ENVIRONMENTAL

11.1 Where you or your solicitor have them, please supply copies of all environmental and flood risk reports that have been prepared in relation to the Property.

See legal pack.

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

Not applicable.

11.3 Are there, or have there ever been, any above or below ground bulk storage tanks at the Property? If so, please confirm the contents and age of those tanks (or estimate the age as accurately as possible).

Not as far as the Seller is aware.

11.4 Please confirm that you are not aware of any breach of any environmental law relating to the past or present use or occupation of the Property or for substances in, on, at or under the Property.

Seller not aware of any breaches, however the Seller gives no warranty, and the Buyer should rely on its investigation and surveys.

- 11.5 Please confirm that you are not aware of any environmental incidents including the leaking or discharging of any substances at the Property or on or at any nearby properties.

Seller not aware of any breaches, however the Seller gives no warranty, and the Buyer should rely on its investigation and surveys.

12. OCCUPIERS

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

No.

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

Vacant from March 2025. No longer needed by service.

13. INSURANCE

- 13.1 Have you ever experienced any difficulty in obtaining insurance cover for the Property at normal rates and subject to normal exclusions?

Block insurance policy obtained therefore insurance not specific to the Property.

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

Seller not aware of any claims.

- 13.3 If the buildings insurance policy is to remain in place after exchange of contracts, please supply a copy of the policy and schedule of insurance cover.

It is the responsibility of the Buyer to insure the property upon Exchange of Contracts.

- 13.4 Please provide a copy of any other insurance policies relating to the Property (together with the proposal form and other material correspondence with the insurers) including any title indemnity insurance policies.

Not applicable.

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

None known.

14. RATES AND OTHER OUTGOINGS

- 14.1 Have any works been carried out to the Property which may cause the rateable value of the Property to be reviewed?

No.

- 14.2 Have you or any occupier of the Property, made any claim for void period allowance or for exemption from liability from business rates? Is any claim pending/outstanding?

A claim for void period allowance is pending.

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

No.

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

Provided.

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

Not applicable.

15. NOTICES

Please supply a copy of any notices affecting the Property that you or your predecessors or any tenant or occupier have given or received and confirm that those notices have been complied with.

None known.

16. DISPUTES

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

None known.

17. SDLT ON ASSIGNMENT OF A LEASE

In this enquiry, Lease is any lease under which the Property is held and which is to be assigned by you in the Transaction.

- 17.1 Where the Lease or the substantial performance of the agreement to grant the Lease or any event since the grant of the Lease constitutes a transaction notifiable for SDLT purposes, including the payment of a premium for the grant of the Lease or any assignment of it, please provide copies of all land transaction returns and certificates issued by HMRC certifying notification.

Not applicable.

- 17.2 Is there any potential or actual outstanding SDLT liability, including any resulting from the settlement or determination of any rent reviews or other provision for varying the rent or settlement or determination of any contingent, uncertain or unascertained rents?

Not applicable.

- 17.3 Were any SDLT reliefs claimed on the grant of the Lease and, if applicable, on the assignment of the Lease to you that would result in the assignment of the Lease by you being deemed to be the grant of a new lease?

Not applicable.

18. DEFERRED PAYMENT OF SDLT

Please give details of any deferred payment of SDLT which is outstanding in respect of the Property, together with copies of the original land transaction and all relevant correspondence with HMRC.

None.

19. VAT

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

GB 155 7121 74

19.2 Please state whether the Transaction is to be treated as a transfer of a business as a going concern ('**TOGC**') and therefore outside the scope of VAT.

No.

19.3 If enquiry 19.2 does not apply, is the Transaction standard-rated for VAT purposes as a result of either:

- (a) the exercise of an option to tax in relation to the Property; or
- (b) compulsory standard-rating?

No.

19.4 If the answer to enquiry 19.3 is yes, please provide a copy of either:

- (a) the option notice given to HMRC, together with a copy of HMRC's acknowledgement; or
- (b) evidence of the reason that compulsory standard-rating applies to this transaction.

Not applicable.

19.5 If the Transaction is not standard-rated for VAT purposes, please state if it is zero-rated, exempt or outside the scope of VAT other than by reason of being a TOGC.

Exempt.

20. CAPITAL ALLOWANCES

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

None known.

20.2 If the answer to enquiry 20.1 is yes, please give details and copy documents including the name and contact details of your capital allowances advisor and confirm that we may make contact direct to ascertain any required capital allowances information.

Not applicable.

Important Note

- These replies do not incorporate any information that would ordinarily be revealed by search made with the Local Land Charges Authority under the Local Land Charges Act 1972 (both the Con 29 Part I Standard Enquiries and the Con 29 Part II Optional Enquiries) in the form published by the Law Society entitled 'Enquiries of Local Authorities (2002 Edition) or which would ordinarily be revealed by a search of any other register that is available for public inspection. The Buyer must make those searches and the Seller will not accept responsibility for anything that the Buyer does not know about that he would have known about had he made those searches.
- The Seller will not in these replies, comment upon potential proposals that may be within the knowledge of the local authority as a whole that could be, but are not yet, registrable, as local land charges under the Local Land Charges Act 1972 or which would be revealed by a question raised upon a local search.
- The answers to these enquiries are given in the Council's capacity as landowner only and the Seller shall be free to exercise any statutory function or discretion that it has freely as it thinks fit, notwithstanding any answer to these enquiries.
- The seller will not unilaterally inform the Buyer of any changes in these replies that arise between the date the replies are given and the date the Buyer commits himself to the purchase, unless the Buyer specifically requests in writing
- The replies to these enquiries do not obviate the need to make all prudent enquiries and searches and to make a thorough professional survey of the condition by suitably qualified professionals of the Property both above and below ground and the availability and presence of pipes and services. Any information that would have been revealed to the buyer had the buyer made those enquiries, searches and surveys is not imputed into the answers to these enquiries
- In compiling these answers the Estates Department has not examined the files and records kept by the local authority generally nor have they consulted with the local authority's planning, highways, drainage, waste regulation or environmental divisions nor any outside agency or regulatory body. Any knowledge or information that these divisions or bodies have is not to be imputed into these replies.
- These replies may, but do not necessarily, repeat information that is set out in the Agreement for Sale. The Buyer is recommended to thoroughly read all the information contained in the Agreement for Sale.

- If the Buyer has not employed a professional solicitor or professional legal adviser to represent them, the Seller strongly recommends that the Buyer does so. The Seller cannot provide assistance to Buyers who are not professionally represented and will assume that a Buyer who acts independently will make the same enquiries that a professional legal adviser would do.