



**LAWFUL DEVELOPMENT CERTIFICATE APPLICATION TO  
ESTABLISH THE USE OF THE PROPERTY AS A STORAGE  
UNIT (CLASS B8) at**

**8 Plough Lane, Teddington, TW11 9BN**

**PLANNING STATEMENT**

**PREPARED BY**

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**NOVEMBER 2024**



## 1.0 INTRODUCTION

- 1.1 This statement has been prepared in support of an application to establish the lawful use of the property as a storage unit (Use Class B8).
- 1.2 This follows from a recent refusal where the Council's planning officer have specified that their assessment is based on the rates paid for the property, being storage B8. This application seeks to provide the best evidence possible for this site, given it was sold and the previous owner has not been forthcoming with evidence to support this application. However, it is important to establish its lawful use for both the applicant and the Council to establish how it can be used in the future.

## 2.0 SITE AND SURROUNDINGS



- 2.1 The site comprises an end of terrace 2 storey property with an internal mezzanine level. The building is in a very poor state of condition and is used for the storage of builder's equipment in association with nearby works. The floor area is 36sqm whilst the mezzanine level is 13sqm.
- 2.2 The building is situated to the south of Plough Lane which is a cul-de-sac situated off Field Lane to the rear of 84-86 High Street in the heart of Teddington. There is no designated parking space.
- 2.3 Photographs of the site and surroundings are submitted with this statement.

### **3.0 PLANNING HISTORY**

- 3.1 A certificate of lawfulness for use as B1c (light industrial) was refused and dismissed on appeal in 2019 (ref. 19/2897/S191).
- 3.2 In September 2022 a certificate of lawfulness was refused for 'Single unit with storage use' (ref. 22/2451/FUL). The officer noted that business rates have been paid for the site since 15th August 2011 for 'Store and premises'. However, the LPA and PINS were not satisfied that sufficient evidence had been provided to prove that the storage use had continued for 10 years.
- 3.3 On 29<sup>th</sup> July 2022, the applicant submitted an application for a Certificate of Lawfulness for Storage of building materials but on 8<sup>th</sup> August 2022, this application was withdrawn (ref. 22/2451/ES191).
- 3.4 On 19<sup>th</sup> February 2024, planning permission was refused for Change of use of building into a one-bedroomed dwellinghouse for four reasons including the principle of the use, parking issues, residential standards, and lack of affordable housing contribution. This has not been appealed (ref. 23/2508/FUL).
- 3.5 On 8<sup>th</sup> November 2024, planning permission was granted for the Removal and reconstruction of existing rear elevation masonry wall (Retrospective Application) (ref. 24/2235/FUL).
- 3.6 NB. The application ref. 97/1948 which is under the address of 8 Plough Lane in the Council's planning portal is in fact the neighbouring property and not related to 8 Plough Lane.

## 4.0 PROPOSAL

4.1 The application seeks to establish the lawful use of the property as a storage unit defined as B8 use in the Use Classes Order 1987 (as amended) for the use as storage or as a distribution centre. This follows many applications in the past which were unable to determine what the lawful use of the property is.

## 5.0 PLANNING CONSIDERATIONS

5.1 Section 191 of the Town and Country Planning Act 1990 (as amended) sets out that:

*(1) If any person wishes to ascertain whether—*

*(a) any existing use of buildings or other land is lawful;*

*(b) any operations which have been carried out in, on, over or under land are lawful; or*

*(c) any other matter constituting a failure to comply with any condition or limitation subject to which planning permission has been granted is lawful,*

*he may make an application for the purpose to the local planning authority specifying the land and describing the use, operations or other matter.*

5.2 Planning merits form no part of the assessment of an application for a lawful development certificate (LDC) which must be considered in the light of the facts and the law. It is for the applicant to demonstrate, on the balance of probabilities, that the unit at 8 Plough Lane has been used for Class B8 storage<sup>1</sup> for not less than 10 years at the date of the application (or for any other uninterrupted 10-year period). The Courts have held (*Gabbitas v SSE* and *Newham LBC [1985] JPL 630*) the evidence of the applicant should not be rejected simply because it is not corroborated. If there is no evidence to contradict or make the appellant's version of events less than probable and his evidence alone is sufficiently precise and unambiguous that is enough.

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<sup>1</sup> A use of land or buildings for storage or as a distribution centre falls within Class B8 of The Town and Country Planning (Use Classes) Order 1987 (as amended) (the UCO).

- 5.3 In this case, Rose Line Properties Ltd is the registered owner of 8 Plough Lane, Teddington, TW11 9BN and has owned the property since July 2022.
- 5.4 The 'Commercial Properties Standard Enquiries' received when the property was purchased (Appended to this statement) sets out the seller's response in respect of the use class of the Property.
- a. At paragraph 12.3 in response to a request for a copy of any CLEUD the seller has responded 'Please rely on your own searches'.
  - b. Similarly at paragraph 12.5 in response to a question as to how the existing use is authorised if not by a certificate the seller has responded 'Please rely on your own searches and investigations'.
  - c. At paragraph 12.6 in response to various questions regarding the existing use of the Property the seller has responded 'Please see documents supplied, the Seller has no further information'.
  - d. There is no reference to use of the Property for storage.
- 5.5 However, a further undated document entitled 'Enquiries and Replies' (appended to this statement) records at paragraph 2.2 that the current use of the Property is "storage", and at paragraph 2.3 that the Property "has been used for storage for 20 years".
- 5.6 Within a Legal Report from Herrington Carmichael Solicitors (appended to this statement) dated 12<sup>th</sup> May 2022, the relevant paragraphs are as follows:
- i. 2.9 - the Legal Report records that an indemnity policy to cover damages arising from a missing title document has been purchased, but that this was obtained "*on the basis the policy will be restricted to the continued use of the Property as a garage for storage purposes*".
  - ii. 7.2.4 - under the heading 'Replies to Enquiries' the Legal Report records that the seller has stated 'The current use of the Property is storage, and it has [been] used as storage for 20 years'.

- iii. 9.1 - the Legal Report repeats that there is a CLEUD dated 7<sup>th</sup> October 1997 for light industrial use, but at paragraph 9.2 notes that "The Seller has confirmed that the Property has been used for storage for 20 years, which means that the Local Authority would struggle to take any action against such use'.
- 5.7 Mr Piasecki has paid business rates for the Property for storage purposes which have been met consistently since 2011.
- 5.8 The officer's report for the refused application for the Certificate of Lawfulness in 2019 states that "the business rate paid for the site since 15<sup>th</sup> August 2011 is for "Store and Premises" as can be seen in the link from the Government's business rate finder. It is accepted that the officer made a typographical error when referring to D1 as the use as for non-residential institution is not in any way reflective of how the property could or has been used (this is confirmed in the officer's report for application reference 22/2451/S191).
- 5.9 The application is supported with 3no. Statutory declarations completed by neighbours of the property as follow:
- 1) Mr Asim Rizman Dar from 84 High Street Teddington, TW11 8JD who has lived there for 2003 confirms that the property has been used for storage purposes for 14 years.
  - 2) Mrs Bhavna Patel of 76 High Street Teddington TW11 8JD who has lived there since 2008 confirms that the property has been used as a storage unit for model props.
  - 3) Mrs Laura Taverner of Flat 5, 82 High Street Teddington TW11 8JD who owned the property from 2003 to 2021 confirms that the property has been used for storage purposes since 2009.

## 6.0 OVERALL CONCLUSION

6.1 The applicant has sought to compile the evidence which is available to him and with this limited evidence, the Council are requested to approve this Certificate of Lawfulness to establish the use as storage (B8 use class). All the evidence suggests that the existing use of the building is the most recent use, as storage. This view is supported by a number of features:

- a. The information contained within the Legal Report;
- b. The responses provided by the seller;
- c. Mr Piasecki's own account that the Property was in use for storage until April 2022 and has since then been used for storage of building materials;
- d. the fact that Business Rates has have been paid since 15<sup>th</sup> August 2011 for 'store and premises' and remain to be paid for this purpose.
- e. 3no. Statutory Declarations from neighbours confirming the property has been used for storage for more than 10 years.

6.2 It is our opinion that the submitted documents are sufficient evidence to prove beyond doubt that the property at 8 Plough Lane in Teddington has been used for storage purposes for a period greater than ten years (at least since 2011 when Business Rates were first paid for this use) and this is therefore its lawful use based on section 171B of the Town and Country Planning Act 1990 (as amended). We trust you will duly issue a Lawful Development Certificate.

## 8 Plough Lane, Teddington



Front of 8 Plough Lane



interior rear wall



Internal mezzanine level



WC at mezzanine level



top of stairs – note blocked up window



7, 8 and 3-5 Plough Lane



7 Plough Lane



3-5 Plough Lane



Residential properties to the rear of High Street



Rear of 74-76 High Street (facing to the rear of 8 Plough Lane)



Entrance to Plough Lane (with no.8 at the far end)

## Commercial Property Standard Enquiries

### CPSE.1 (version 3.9) 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 3.3) Guidance notes on the Commercial Property Standard Enquiries* ([www.practicallaw.com/3-628-1672](http://www.practicallaw.com/3-628-1672)).

#### Particulars

**Seller:** Robert Farrow, Neil Wood and Mark Every

**Buyer:** Rose Line Properties Ltd

**Property:** Garage at the back of 84 High Street, Teddington TW11 9JD

**Development (if appropriate):**

**Transaction:** Sale

**Seller's solicitors:** Morr & Co LLP

**Buyer's solicitors:** Herrington Carmichael LLP

**Date:** 4 April 2022

#### 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.
  - **Stamp Duty Land Tax** or **SDLT** includes Land Transaction Tax where the Property is in Wales, and references to HMRC include the Welsh Revenue Authority where relevant.
2. The replies to the enquiries will be given by the Seller and addressed to the Buyer. Unless otherwise agreed in writing, only the Buyer and those acting for it may rely on them.
- References in these enquiries to "**you**" mean the Seller and to "**we**" and "**us**" mean the Buyer.
  - In replies to the enquiries, references to "**you**" will be taken to mean the Buyer and to "**we**" and "**us**" will be taken to mean the Seller.
3. The replies are given without liability on the part of the Seller's solicitors, its members, partners, employees, consultants or other staff.
4. The Buyer acknowledges that even though the Seller will be giving replies to the enquiries, the Buyer should still inspect the Property, have the Property surveyed, investigate title and make all appropriate searches and enquiries of third parties.
5. In replying to each of these enquiries and any supplemental enquiries, the Seller acknowledges that it is required to provide the Buyer with copies of all documents and correspondence, and to supply all details, that are in each case relevant to the replies, whether or not specifically requested to do so.
6. The Seller confirms that pending exchange of contracts or, where there is no prior contract, pending completion of the Transaction, it will notify the Buyer on becoming aware of anything which may cause any reply that it has given to these or any supplemental enquiries to be incorrect.

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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?

(a) The Seller does not know, the Buyer must rely entirely on its own inspection of the deeds and the Boundary Features.

(b) No alterations have been made to the position of any Boundary Features during the Seller's period of ownership.

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

Please refer to documents provided.

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?

(a) The boundary features have been maintained by the Seller and regarded as the Seller's responsibility.

(b) No.

(c) No.

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

None.

- 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.

No parts of the Property are situated beneath or above adjoining premises, roads or footpaths, but the Seller gives no warranty in this respect. The Buyer must rely entirely on its own inspection and survey.

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

Not applicable

- 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, counter-notices, 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, counter-notices, awards or agreements.

The Seller has not received notice of any breach - the Buyer must rely on its own searches and inspection.

**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**)?

Please see documents supplied.

- 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.

Please see documents supplied.

- 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?

The Seller has not, and the Seller does not know if its predecessors in title have made any such registrations.

**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**)?

The Seller does not know, the Buyer must rely on its own inspection and independent enquiries and investigations.

- 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.

Please see above.

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

Not so far as the Seller is aware.

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

The Seller has not made any such application, the Seller does not know if anyone else has

- 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.

The Seller does not know of any such overriding interests but the Property is sold to subject to any that may exist.

- 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?

Please make your own enquiries of the Countryside Agency.

- 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?

The Seller does not know.

## 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?

The Seller has not.

- 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.

Not applicable

- 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 during the Seller's ownership.

- 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.

The Seller has not, the Seller does not know about previous owners or occupiers.

**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?

Please inspect and rely on your searches and investigations of the relevant authorities.

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

No

**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, or any fungal or other infection;
- (e) Japanese knotweed;
- (f) any other infestation; or

(g) flooding.

The Seller does not know, the Buyer must rely entirely on its own survey and inspection.

8.2 Is the Seller aware of any Green Deal Plan affecting the Property (whether entered into by the Seller, any predecessor in title, or any previous or current tenant or occupier)? If yes, please supply a copy of the relevant documentation.

The Seller does not know, the Buyer must rely entirely on its own survey and inspection.

8.3 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 Seller does not know, the Buyer must rely entirely on its own survey and inspection.

8.4 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 2012 (or any previous Control of Asbestos Regulations) or advise us when and where it can be inspected.

Please see attached.

8.5 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.

Not applicable

8.6 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?

The Seller does not know, the Buyer must rely on its own survey and inspection.

8.7 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 during the Seller's ownership.

8.8 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.

No such works have been carried out in the last 12 years

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

Not applicable.

8.10 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.

Not applicable.

8.11 In relation to the guarantees, warranties and insurance policies identified in reply to enquiries 8.9 and 8.10, 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.

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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.

There are no such items.

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 no such items.

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.

Not applicable.

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).

Not applicable.

## 10. UTILITIES AND SERVICES

10.1 Please provide details of the utilities and other services connected to or serving the Property.

The Seller believes that the Property is connected to mains electricity, gas water, sewerage and telephone but no warranty is given and the Buyer must rely on its own enquiries of the relevant authorities.

10.2 In respect of each utility or service listed in reply to enquiry 10.1, 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.

The Seller does not know. The Buyer should make and rely on its own survey and inspection.

- 10.3 Has a notification been submitted in relation to the Property pursuant to regulation 3 of the Heat Network (Metering and Billing) Regulations 2014? If so, please supply a copy.

The Seller has no such information.

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

The Seller has no such information.

- 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 no such information.

## 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.

At the Property.

- 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.

At the Property.

- 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.

None

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

At the Property.

- 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.

Not applicable.

## 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**).

Please rely on your own searches.

- 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.

Please rely on your own searches.

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.

Please rely on your own searches.

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

Please rely on your own searches and investigations.

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

Please rely on your own searches.

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.

Please see documents supplied, the Seller has no further information.

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.

Not applicable

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.

Not applicable

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 breach.

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 does not know

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.

Not applicable.

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 not given or received any such letters or notices.

12.14 Please confirm that you are not aware of any circumstances by reason of which a planning enforcement order might be made as a result of an apparent breach of planning control that has been deliberately concealed by you or (to your knowledge) any other person.

The Seller is not aware of any.

12.15 Have you notice of any matter, fact or thing that would lead you to believe that the Property or any part of it is to be listed in the local authority's list of assets of community value?

The Seller is not aware of any.

### 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.

No such agreements have been entered into by the Seller.

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

The Seller does not know, the Buyer should rely on its own searches and enquiries.

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?

The Seller does not know.

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?

The Seller does not know.

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

Confirmed so far as the Seller is aware, but the Buyer must rely on its own enquiries of the relevant authorities and the results of its local search.

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.

No such grant has been made or claimed by the Seller.

- 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.

No such compensation has been paid to or claimed by the Seller.

#### 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?

The Seller has not received notice from any party currently alleging any such breach.

- 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.

No such notice has been received by the Seller which remains to be complied with.

- 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 does not know.

- 14.4 Are you aware, in relation to the Property, of any breach or alleged breach of the Construction (Design and Management) Regulations 1994, 2007 or 2015?

The Seller has not received notice of any such breach.

- 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 1994, 2007 or 2015 (as applicable);
- (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?

Please see attached.

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.

Please see 14.6

14.8 Where the Property has an EPC rating of F or G, please supply a copy of any information or evidence which has been or could be used to support any registration in the PRS Exemptions Register.

N/A

14.9 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.

None is available and the Buyer should rely on its own environmental survey and inspection.

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.

(a) None so far as the Seller is aware.

(b) Not applicable.

- 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?

The Seller does not know, the Buyer must rely on its own enquiries.

- 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 Buyer must rely entirely on its own environmental audit and survey and enquiries of the relevant authorities.

- 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 does not know of any notices, correspondence, legal proceedings, disputes or complaints under environmental law, however, the Buyer must rely entirely on its own environmental audit and survey and enquiries of the relevant authorities in respect of both the Property and the land in the vicinity.

- 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 does not know of any party currently alleging any breach but the Buyer must rely on its own environmental audit and survey and enquiries of the relevant authorities in respect of both the Property and the land in the vicinity.

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.

The Seller has never applied for any such insurance policies.

## 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.

None other than the Seller.

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.

The Seller does not know but the Property is sold subject to any such rights that may exist.

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

Please refer to documentation provided.

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?

Not applicable.

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?

N/A

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

N/A

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)?

N/A

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.

The Seller advises the Property is current uninsured.

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.

N/A

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.

N/A

## 18. RATES AND OTHER OUTGOINGS

18.1 What is the rateable value of the Property?

Please rely on your own investigations.

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

The Property is assessed on its own.

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.

There are no such communications so far as the Seller is aware.

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.

The Seller does not know.

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?

Please rely on your own investigations.

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.

The Seller does not know.

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.

Save for the usual utility costs, the Seller does not know.

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

The Seller does not know.

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 applicable.

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?

The Seller does not know.

## 19. NOTICES

19.1 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.

None

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

The Seller does not know.

## 20. 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 is not aware of any such disputes, claims, actions, demands or complaints during the Seller's ownership.

## 21. COMMUNITY INFRASTRUCTURE LEVY (CIL)

21.1 Has any planning permission (including any permission under section 73 of the Town and Country Planning Act 1990) relating to the Property been granted that is subject to the Community Infrastructure Levy ("CIL")?

No.

21.2 Has any other CIL liability been incurred in respect of the Property relating to development authorised by permitted development rights or any other "general consent" (as defined in Regulation 5 of the CIL Regulations 2010)?

The Seller does not know.

21.3 Are you aware of any existing or future CIL liability relating to the Property?

No.

21.4 Has any notice or correspondence relating to any existing or future CIL liability in respect of the Property (including in relation to any payments of CIL in kind) been sent, lodged or received? If so, please supply a copy of all such notices and correspondence.

No.

21.5 Have you lodged or received notice of any undetermined planning applications (including any planning appeals) relating to the Property or are you aware of any such applications?

No.

21.6 If any CIL liability has been, or is to be, incurred, relating to the Property, has any notice been served under the CIL legislation assuming liability for the CIL or is there any legal obligation on anyone to do so?

Not applicable.

21.7 Where someone has assumed liability for any CIL, or is under an obligation to assume liability for any existing or future CIL, relating to the Property, what protection is in place

- (a) to prevent that person withdrawing their assumption of liability?
- (b) to prevent that person transferring their assumption of liability without the consent of the Buyer, following completion of the Transaction?
- (c) to protect the Buyer from default liability if the person who has assumed liability defaults and the collecting authority seeks or requires payment of the whole or any part of the CIL from the Buyer?

The Seller does not know and the Buyer should rely on its own enquiries.

- 21.8 If any CIL liability has been, or is to be, incurred, relating to the Property, have any of the buildings forming part of the Property been in lawful use for a continuous period of six months within the period of three years before planning permission first permitted the chargeable development? If so, please specify which buildings or part(s) of such buildings have been in lawful use.

The Seller does not know and the Buyer should rely on its own enquiries.

- 21.9 If any CIL liability has been, or is to be, incurred relating to the Property, is there any proposal to demolish any of the buildings forming part of the Property, or have any buildings that once formed part of the Property been demolished since the grant of a planning permission that is subject to CIL? If so, please provide details.

The Seller does not know and the Buyer should rely on its own enquiries.

- 21.10 In relation to any CIL liability that has been, or is to be, incurred relating to the Property, are you aware that any relief has been claimed? If so, please provide full details including the date when the chargeable development in connection with which the relief was claimed was commenced.

The Seller does not know and the Buyer should rely on its own enquiries.

## 22. COMMONHOLD

- 22.1 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.

- 22.2 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.

## 23. 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").*

23.1 If the grant of the Lease or the substantial performance of the agreement to grant 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 substantial performance (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 or substantial performance.

Not applicable.

23.2 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 23.1(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 23.1(a).

Not applicable.

23.3 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.

23.4 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.

#### 24. 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.

#### 25. VALUE ADDED TAX (VAT) REGISTRATION INFORMATION

25.1 Are you registered for VAT?

No

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

N/A

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

Not applicable.

**26. TRANSFER OF A BUSINESS AS A GOING CONCERN (TOGC)**

26.1 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 27 below; otherwise please answer enquiries 26.2–26.5 below.*

No.

26.2 Why do you think TOGC treatment will apply?

Not applicable.

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

Not applicable.

26.4 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.

26.5 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.

**27. 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 28 below*);
- (b) exempt (*if yes, please go to enquiry 29 below*);
- (c) zero-rated (*if yes, please go to enquiry 30 below*); or
- (d) outside the scope of VAT (other than by reason of being a TOGC)? (*if yes, please go to enquiry 31 below*).

Not applicable.

**28. STANDARD-RATED SUPPLIES**

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

Not applicable.

28.2 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.

28.3 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.

Not applicable.

- 28.4 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?

Not applicable.

**29. EXEMPT SUPPLIES**

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

Not applicable.

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

Not applicable.

**30. ZERO-RATED SUPPLIES**

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

Not applicable.

- 30.2 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?

Not applicable.

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

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

Not applicable.

31.2 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.

## 32. CAPITAL ALLOWANCES

NOTE: In this enquiry 32:

"CAA" means the Capital Allowances Act 2001;

"**plant and machinery fixtures**" means plant and machinery fixtures at the Property;

"**capital allowances**" has the same meaning as in the CAA, and includes (without limitation):

- (a) super-deductions and SR allowances as defined by section 9 of the Finance Act 2021,
- (b) (where the Property is located or part-located within a freeport tax site) allowances for qualifying expenditure on plant and machinery for use in freeport tax sites as set out in section 45O of the CAA, and
- (c) any similar or analogous allowances for qualifying capital expenditure on plant and machinery under any legislation supplementing or replacing the CAA from time to time.

32.1 Do you hold the Property on capital account as an investor/ owner-occupier, or on revenue account as a developer/ property trader as part of your trading stock? Please specify which.

Owner-occupier

32.2 Have you claimed capital allowances on plant or machinery fixtures or allocated any expenditure on such fixtures to a capital allowances pool? If so, please answer the supplementary questions in enquiry 32.9 in respect of that expenditure.

No

32.3 If there is any expenditure on plant and machinery fixtures that you have not pooled:

- (a) will you do so if the Buyer asks you to?
- (b) if so, by when?
- (c) if not, why not?

N/A

32.4 If you bought the Property and cannot pool any expenditure on plant and machinery fixtures:

- (a) please provide the name and contact details of everyone who has owned the Property since April 2014;
- (b) please provide evidence that the most recent previous owner who was entitled to claim allowances pooled any expenditure on plant and machinery fixtures? Please answer the supplementary questions in enquiry 32.9 in respect of that previous owner's expenditure.

N/A

32.5 Please provide details of any plant and machinery fixtures which were paid for by a tenant, including any contributions made by you towards their cost.

N/A

32.6 Please provide details of any plant and machinery fixtures which are leased to you by an equipment lessor.

N/A

32.7 If the transaction is the grant of a new lease at a premium, and you are entitled to do so and the Buyer asks you to, will you enter into a CAA section 183 election for the Buyer to be treated as the owner of the plant and machinery fixtures for capital allowances purposes?

N/A

32.8 Please provide details of any expenditure on plant and machinery that you have treated as long-life assets, or any expenditure upon which you have claimed another type of capital allowances (for example, industrial buildings allowances, research and development allowances, business premises renovation allowances and so on).

N/A

### **Supplementary enquiries**

32.9 For each plant and machinery fixture for which a claim has been made or expenditure has been pooled, please:

- (a) provide a description of that fixture;
- (b) state when that fixture was acquired;

- (c) state whether that fixture was installed by you, or already installed by a previous owner (please specify which);
- (d) state the amount of expenditure pooled in respect of that fixture; and
- (e) (where enquiry 32.2 applies) confirm that you will enter into a CAA section 198 election in that amount (or other appropriate amount, to be agreed) if asked to do so by the Buyer.

OR

- (f) (where enquiry 32.4 applies) confirm whether the most recent previous owner who was entitled to claim allowances entered into a CAA section 198 election and, if so, in what amount.

N/A

32.10 In relation to capital allowances on structures and buildings (SBAs):

- (a) does the Property qualify for SBAs?
- (b) if the answer to (a) is yes, then please state: the total qualifying expenditure for SBAs; the dates when such expenditure was incurred and by whom; the amounts of SBAs that have been claimed to date, by whom and when; the current residue of qualifying expenditure; together with all supporting evidence as required by the relevant legislation; and please provide an "allowance statement" as mentioned in section 270IA of the CAA.

N/A

32.11 Please provide the name and contact details of your capital allowances adviser. Please confirm that we may make contact with him/her in order to obtain information about the matters dealt with in this enquiry 32.

N/A

**ENQUIRIES AND REPLIES**

**Seller/Landlord:** Robert Farrow, Neil Wood and Mark Every

**Buyer/Tenant:** Rose Line Properties Limited

**Property:** Garden at the back of 84 High Street, Teddington, TW11 8JD also known as 8 Plough Lane, Teddington, TW11

**Date:**

No.	Date Raised	Enquiry	Reply
<b>TITLE</b>			
1.1		Has Seller has ever had to contribute towards the repair of Plough Lane.	Not to the seller's knowledge.
1.2		Has the Seller ever experienced any issues in exercising its right over Plough Lane.	Not to the seller's knowledge.
1.3		Has the Seller ever experienced any issues in exercising the rights granted in the 2001 transfer.	Not to the Seller's knowledge. The Seller advises the electricity supply to the property is obtained through 7 Plough Lane (also owned by the Seller) and the supply will be cut off, on completion. We understand this has been communicated to the Buyer directly and it will be arranging its own supply, following completion.
1.4		We note the conveyance dated 14 November 1896 and noted at entry 1 of the charges register is not available. Does the Seller hold a missing document indemnity policy and/or an unknown covenant indemnity policy.	The Seller does not have an indemnity policy. If one is required, the Buyer will need to obtain its own at its expense.
<b>CPSES</b>			
2.1		Please provide a copy of the Fire Risk Assessment.	The Seller does not have one and does not believe it is required, given the size and nature of the Property.

No.	Date Raised	Enquiry	Reply
2.2		Please confirm what the current use of the Property is.	Storage
2.3		Please confirm how the current use of the Property is authorised.	The Property has been used for storage for 20 years.
2.4		Please clarify the Seller's reply to 16.3 of the CPSE1 16.3. Is the Property vacant?	Yes, the Property is currently vacant and will be vacant, on completion.
2.5		Please confirm why the Seller is not insuring the Property.	This simply slipped the Seller's mind, as they do not live in the area and it is vacant, they forgot to include the Property in their insurance policy for number 7.
<b>SEARCHES</b>			
3.1		Has the Seller ever experienced flooding at the Property.	Not to the Seller's knowledge.
3.2		Our searches have revealed the Property is within the boundaries of a district which continues to have chancel repair liability. Can the Seller confirm if it has ever had to contribute towards chancel repair liability or if it has ever received any notices or correspondence in respect of this.	Not to the Seller's knowledge.

DATED

12 May

2022

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**Rose Line Properties Ltd**

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**Legal Report**

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Relating to

**Garage at the Back, 84 High Street,  
Teddington, TW11 8JD  
also known as  
8 Plough Lane, Teddington, TW11 9BN**



Herrington Carmichael LLP  
Building 2, Riverside Way  
Watchmoor Park  
Camberley  
Surrey GU15 3YL

Ref: ROS360/1

Copies of the following documents are attached to this Report:

### **Contract Documentation**

- 1 Approved form of Contract
- 2 Approved form of Transfer

### **Title Documentation**

- 3 Land Registry Official Copies and Title Plan for Title Number TGL194880
- 4 Office Copy Transfer dated 15 October 2001

### **Search Results**

- 5 Local Authority and Local Land Charges Search provided by London Borough Richmond upon Thames and dated 31 March 2022
- 6 Drainage and Water Search provided by Thames Water Property Searches and dated 16 March 2022
- 7 Environmental Search provided by GroundSure and dated 17 March 2022
- 8 Chancel Repair Search provided by ChancelCheck and dated 16 March 2022
- 9 Indemnity Policy

### **Replies to Enquiries and related documentation**

- 10 Replies to General Pre-Contract Enquiries for all Commercial Property (CPSE.1 version 3.9)
- 11 Replies to Additional Enquiries
- 12 Asbestos Survey provided by ASI Management and dated 27 September 2021
- 13 Energy Performance Certificate dated 17 September 2021

### **Planning and building regulations documentation**

- 14 Certificate of Lawfulness (Reference 97/1948)

### **Loan**

- 15 Report on Mortgage
- 16 Mortgage Offer
- 17 Mortgage Conditions
- 18 Mortgage Deed

**REPORT TO**  
**ROSE LINE PROPERTIES LTD**  
**ON**

**Garage at the back of 84 High Street, Teddington, TW11 8JD also known as 8  
Plough Lane, Teddington, TW11 9BN  
("the Property")**

**1. INTRODUCTION**

- 1.1 You are proposing to acquire the freehold interest in the Property from Robert Farrow, Neil Wood and Mark Every ("the Seller").
- 1.2 The purpose of this Legal Report is to advise you on the legal aspects of your acquisition and in it we will deal with the contractual documentation applicable to the transaction, the title to the Property, the enquiries we have raised and the searches we have carried out on the Property.

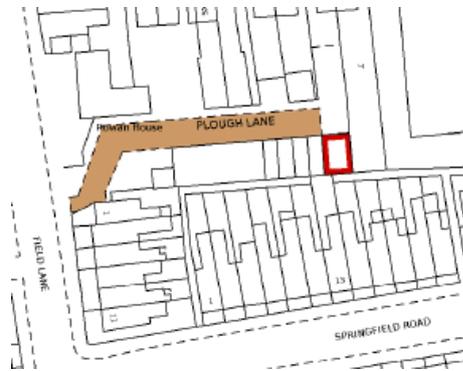
**2. EXECUTIVE SUMMARY**

- 2.1 Subject only to the issues highlighted in this report and based upon our due diligence we confirm that:
- 2.1.1 title to the Property is good and marketable;
- 2.1.2 the Property is free from unusual or adverse encumbrances; and
- 2.1.3 no consents of third parties are required to transfer the Property or to charge the Property to a third party to secure finance;
- 2.2 Whilst it is essential that you review the entire contents of this Report together with the annexures we would highlight the following points:
- 2.2.1 Title – See Section 3 for further information.
- 2.2.2 Contract – See Section 4 for further information.
- 2.2.3 Searches – See Section 6 for further information.
- 2.2.4 Replies to Enquiries – See Section 7 for further information.
- 2.2.5 Mortgage – See Section 12 for further information.

- 2.3 The Property benefits from a right of way over Plough Lane, but you must contribute a fair proportion of the costs incurred in respect of the repair of it.
- 2.4 The EPC rating of the Property is 'G'. This is the lowest rating, and you would not be able to let the Property without carrying out works to bring the rating up.
- 2.5 We have been informed that the electricity supply to the property is currently obtained through 7 Plough Lane (also owned by the Seller). The supply will be cut off, on completion. We understand this has already been communicated to you and you will be arranging your own supply.
- 2.6 The Drainage and Water search cannot confirm whether or not foul water or water from the Property drains to a public sewer or whether or not the Property is connected to mains water supply. **NB:** *The Seller has stated that it believes it is connected but is not providing a warranty to this effect. Please ensure you inspect the Property before exchange of contracts.*
- 2.7 There is a moderate risk of groundwater flooding has been identified at the site. We understand that this will be more of an issue for properties with a basement or section below ground.
- 2.8 There is a potential chancel repair liability, but we have obtained an indemnity policy to cover the risks.
- 2.9 There is a missing title document. As we do not know what rights or covenants might be set out therein, we have obtained an indemnity policy to cover any risks associated with the title document. Please note that the policy obtained is on the basis the policy will be restricted to the continued use of the Property as a garage for storage purposes and as developed at the present time. No future change of use or development at the Property will be covered by the policy unless and until the insurers issue an endorsement to the policy to that effect.
- 2.10 The risk of the Property will transfer to you upon exchange on contracts. It is therefore crucial that you obtain an insurance policy in accordance with Nottingham Building Society's requirements in advance of exchange so that you can put the policy on risk immediately on exchange.

### 3. TITLE

- 3.1 The Seller's interest in the Property is freehold and registered with title absolute at the Land Registry with Title Number TGL194880. Absolute title is the best class of title available and is guaranteed by the Government.
- 3.2 The Seller is selling with full title guarantee.
- 3.3 The Title Plan shows the extent of the Seller's title edged red. Please check the Title Plan carefully to ensure that it includes the extent of the land that you believe you are acquiring. The plan may not show the exact location or ownership of the boundaries of the Property.



- 3.3.1 You or your surveyor should inspect the Property and let us know if there are any discrepancies between the Title Plan and the site inspection.
- 3.3.2 An inspection of the Property is also important to establish whether there is any evidence of third party rights affecting the Property which are not disclosed on the title or by the Seller's solicitors. Examples of third party rights include rights of way or rights to park (acquired by uninterrupted use over a period of time) and town or village green use where members of the public have used the land as of right over a period of time. You must advise us if you become aware of any evidence of such rights existing so that we can carry out further investigations.

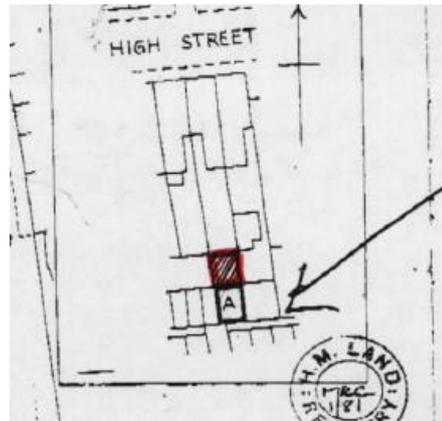
### 3.4 Rights benefiting the Property

The Property benefits from the following rights:

3.4.1 A Right of way over the land tinted brown on the above plan, subject to contributing a fair proportion of the expense of the repairs of it.

3.4.2 Transfer dated 15 October 2001

3.4.2.1 A right of way for all purposes by foot and by vehicle over and along the area hatched and edged red on the plan:



3.4.2.2 A right to receive water, gas and electricity, to receive and send communications and to discharge waste from the Property through the sewers, drains, pipes, wires and cables in, over or under the part shown edged and hatched red on the above plan.

3.4.2.3 A right to enter into the area edged and hatched red on the above plan to inspect the state and repair of the Property and any sewer, drain, pipe, wire or cable serving it and to carry out any repairs. Any damaged caused whilst exercising this risk must be made good.

### **3.5 Rights to which the Property is subject**

The Property is subject to the following rights:

3.5.1 None

### **3.6 Covenants affecting the Property**

The Property benefits from the following covenants:

3.6.1 None

The Property is subject to the following covenants:

3.6.2 None

### **3.7 Other matters**

3.7.1 The Property is subject to such stipulations contained in a Conveyance dated 14 November 1896. **NB:** *a copy of the conveyance is not available so we cannot comment on what those stipulations might be. It may be worth obtaining an indemnity policy in respect of the unknown stipulations to cover against any risk of action being taken.*

## **4. CONTRACT**

- 4.1 The Contract sets out the terms on which the Property will be acquired.
- 4.2 The Purchase Price for the Property is £150,000 exclusive of VAT. Please see the Tax section below for details of the VAT status of the transaction.
- 4.3 A 10% deposit will be payable on exchange of Contracts and can be retained by the Seller if you fail to complete the transaction. In the event that you fail to complete through no fault of the Seller, the Seller can, in addition to retaining the deposit, claim from you any loss that it suffers as a result of your not proceeding with the purchase.
- 4.4 The deposit will be held by the Seller's solicitors as stakeholder which means that it will not be released to the Seller until completion.
- 4.5 Interest on the deposit will accrue for the benefit of the Seller unless the Seller defaults in which case the deposit will be returned to you with accrued interest.
- 4.6 The Contract provides that in acquiring the Property you can rely only on information supplied by the Seller's solicitors on behalf of the Seller and not upon any verbal or other assurance given by the Seller. If the Seller has made any statements about the Property which you will be relying upon and which have not already been verified by us it is important that you draw them to our attention.

- 4.7 Vacant possession will be given on completion.
- 4.8 The Completion Date in the Contract has been left blank and will be entered by us at exchange of contracts when the date has been finally agreed.
- 4.9 The Contract is in standard form and it is worth bearing in mind that you will purchase the Property free from any incumbrances other than those set out in clause 9.1 of the contract, which are:-
- 4.9.1 any matters noted on the title (these are specified in paragraph 2.5 of this report
  - 4.9.2 any matters discoverable by inspection of the Property before the date of the contract;
  - 4.9.3 any matters which the Seller does not and could not reasonably know about;
  - 4.9.4 any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into the contract;
  - 4.9.5 public requirements; and
  - 4.9.6 any matters which are unregistered interest that override registered dispositions.
- 4.10 All fixtures and fittings at the Property are included in the acquisition. We have asked the Seller to confirm what these are.

## 5. **TRANSFER DEED**

- 5.1 The Transfer Deed is the document which will transfer legal ownership of the Property to you on completion.
- 5.2 There is nothing in the Transfer Deed which we need to draw to your attention other than:
- 5.2.1 the Seller will be transferring the Property with full title guarantee, which means that the Seller has a right to sell the property and will do everything it reasonably can to give the title it purports to give

(at its own costs). However, the Seller has included a provision that sets out the fact the Seller will not be in breach of this if you fail to make proper searches and raise enquiries as to those searches or the Seller's title. **NB:** *This is a common provision to include.*

5.2.2 Any matters which are recorded in registers that are open to the public are deemed to be within your actual knowledge.

5.2.3 Indemnity covenant

The Transfer Deed contains a covenant to be given by you to the Seller whereby you agree to comply with all of the obligations and covenants referred to on the Title to the Property and to indemnify the Seller against any liability incurred by the Seller as the result of any breach of those obligations and covenants after you have acquired the Property. **NB:** *This is a standard provision and when you come to sell the Property your buyer will be providing a similar indemnity.*

## 6. **SEARCH RESULTS**

### 6.1 **Local Authority and Local Land Charges**

A Local Authority Search reveals important information about a property, such as planning permissions and building regulations consents, proposals for road schemes and environmental and pollution notices. A Local Authority Search only reveals matters that affect the property being searched against. It will not disclose matters that affect neighbouring properties.

The search of the Local Land Charges Register shows matters such as compulsory purchase orders, tree preservation orders, planning enforcement notices and financial charges registered against a property. You should note that the search result provides a snapshot of the register on the date of the search. Local Land Charges registered after the date of the search will still bind the Property.

The Local Authority and Local Land Charges Searches are combined into one document which reveals the following information:

- 6.1.1 The Property is located in an area affected by a Smoke Control Order. **NB:** *This means you cannot emit smoke from a chimney unless you're burning an authorised fuel or using "exempt appliances".*
- 6.1.2 There is a restriction to permitted development rights and it removes the permitted developments rights for basement and subterranean developments.
- 6.1.3 There is a restriction to permitted development from change of use from A1 Shops to A2 Financial Services. This appears to affect parts of the High Street in Teddington. You would need to obtain consent to such change. **NB:** *On the basis the Property isn't currently used for A1 purposes (and you intend to change it to A2) – this should not be an issue for you.*
- 6.1.4 There is a conditional planning permission approved on 8 March 1982 for erection of a first floor extension over part of existing storage building. The ground floor of the building was to be used for light industrial purposes and the first floor to be used for ancillary storage.
- 6.1.5 There is a Certificate of Lawfulness of existing use for Light Industrial Purposes (Reference 97/1948).
- 6.1.6 The High Street is a highway maintainable at public expense.
- 6.1.7 There is a community infrastructure levy scheme. **NB:** *This is a charge which can be levied by local authorities on all new development in the area, with the aim of supporting local infrastructure.*

## 6.2 Drainage and Water Search

The Drainage and Water Search shows whether a property is connected to the mains water supply and mains drainage. The replies also show whether the water supply is metered and the location of any public mains water pipes and public sewers within or near to the Property. The Search results reveal the following information:

- 6.2.1 The search has not confirmed whether or not foul water from the Property drain to a public sewer.
- 6.2.2 The search has not confirmed whether or not water from the Property drain to a public sewer.
- 6.2.3 There is no public pumping station with 50 meters of the Property.
- 6.2.4 The search has confirmed whether or not the Property is connected to mains water supply.

### 6.3 Environmental Search

If a local authority determines that land is contaminated, and the party who caused the contamination cannot be found, the current owner or occupier of the land may be required to remedy the contamination. This can be an expensive process, so it is important to assess the risk of land being contaminated before committing to acquire an interest in a property. Even if the property is not classified as contaminated land by the local authority the presence of contamination or other matters revealed by an environmental search could impact upon your use and enjoyment of the property or upon its value.

An environmental data search can be used to establish the risk of land being contaminated. It does this by collating information from regulatory bodies, floodplain data and a review of current and historic land uses. This type of search is also known as a "desktop search". An environmental data search does not include a site visit or testing of soil or groundwater samples.

The result of the environmental search revealed the following information:

- 6.3.1 The Property is unlikely to be classed as contaminated land.
- 6.3.2 There is a moderate risk of groundwater flooding has been identified at the site. We understand that this will be more of an issue for properties with a basement or section below ground. **NB:** *the overall risk for flooding is low.*
- 6.3.3 Proposed wind installations have been identified within 5km of the Property.

- 6.3.4 Existing and proposed solar installations have been identified within 5km of the Property.
- 6.3.5 One or more power stations have been identified within 5km of the Property.
- 6.3.6 The Property lies within 250m of a visually or culturally protected site or area. **NB:** *the Property adjoins a conservation area and does not appear to fall within the boundaries of it.*

#### **6.4 Chancel Repair Search**

A chancel repair search shows whether the owner of a property may be liable to contribute towards the cost of repairs to the chancel of a parish church. We would advise you not to contact any parish churches directly in relation to chancel repair liability, as this may limit the availability of indemnity insurance.

- 6.4.1 The result of the search showed that the Property is within the historical boundary of a parish which continues to have a potential chancel repair liability.
- 6.4.2 Chancel repair liability insurance can be effected for a one-off premium of which can be put in place at completion.

#### **7. REPLIES TO ENQUIRIES**

- 7.1 You should note the following information provided by the Seller in their replies to our pre-contract enquiries:
  - 7.1.1 The Seller has maintained the boundary features of the Property and regarded these as its responsibility.
  - 7.1.2 The Seller believes the Property is connected to mains electricity, gas, water, sewerage and telephone.
  - 7.1.3 There is no Health and Safety file for the Property.
  - 7.1.4 With regards to the standard pre-contract enquiry asking for details of any breaches of environmental law or licences and etc. the Seller has stated "*The Seller does not know of any party currently alleging any breach but the Buyer must rely on its own*

*environmental audit and survey and enquiries of the relevant authorities in respect of both the Property and the land in the vicinity". **NB:** Our environmental search (paragraph 6.3 above) confirms that it is unlikely that there is any contamination at the Property.*

7.1.5 The Property is currently uninsured. It is important to ensure you arrange insurance from the date of exchange of contracts.

7.1.6 The Seller has not provided any information as to the rateable value of the Property, so we cannot comment on whether or not it is subject to business rates.

7.2 Replies to Additional Enquiries:

7.2.1 There is an obligation to contribute towards the repair of Plough Lane. We asked if the Seller ever had to contribute, and it has stated "Not to the seller's knowledge".

7.2.2 In a 2001 transfer, there are a number of rights granted to 8 Plough Lane and to the Seller's knowledge there have not been any issue in exercising those rights. The Seller has further stated "The Seller advises the electricity supply is obtained through 7 Plough Lane (also owned by the Seller) and the supply will be cut off, on completion".

7.2.3 The register of title refers to a missing document, which may contain restrictive covenants that could restrict the use of the property. We have asked the seller if they hold an indemnity policy covering the risks associated with the missing document. The Seller has stated that it does not, and should you require one then you must obtain this yourself.

7.2.4 The current use of the Property is storage, and it has used as storage for 20 years.

## 8. **PROPERTY MANAGEMENT ISSUES**

### 8.1 **Asbestos**

The Control of Asbestos at Work Regulations 2006 impose a duty to manage asbestos in non-domestic premises. The Regulations impose a legal duty on anyone who has control of the maintenance and repair of any part of non-domestic premises to make an assessment (the Asbestos Survey) as to whether asbestos is present or is likely to be present and, if it is, to prepare a plan for managing the health risks arising (the Management Plan) and keep this up to date as necessary.

8.1.1 The Seller has provided a copy of the Asbestos Survey which is annexed to this Report.

8.1.2 The Asbestos Survey does not reveal the presence of asbestos at the Property.

## **8.2 Fire Risk Assessment**

The Regulatory Reform (Fire Safety) Order 2005 requires persons responsible for properties (except private dwelling houses) to prepare a Fire Risk Assessment.

We recommend that you undertake a Fire Risk Assessment before committing to your purchase in case works are required to the Property to satisfy the requirements of the 2005 Order. If required, we can recommend an appropriate organisation to undertake this task.

## **8.3 Disability Discrimination**

Under the Equality Act 2010, reasonable adjustments may be required where premises, working arrangements or the lack of auxiliary aids put a disabled person at a substantial disadvantage compared to others.

The Equality Act 2010 can impose a duty to make physical alterations or adjustments to properties. This can impact on the value of the property and any interests in it. Under the Act, disability is given a wide definition incorporating most long term and substantial impairments.

A disability discrimination audit (DDA) can identify whether alterations will be required to a property in order to comply with the Equality Act 2010. You should consider whether a DDA ought to be carried out on the Property prior to your purchase.

## **8.4 Energy Performance Certificate**

The Energy Performance of Buildings Directive aims to promote improved energy performance of buildings in the EU. Under the EPB Regulations 2007, which implement the EPB Directive, Energy Performance Certificates (EPCs) and recommendations for improvement of the energy performance of the building are to be produced to prospective buyers and tenants whenever a building is constructed, sold or rented.

We have been provided with a copy of an Energy Performance Certificate for the Property. The Certificate details are:

Date: 17 September 2021

Unique Reference Number: 8871-7688-3827-5508-7703

Rating: G

8.4.1 The rating is expressed on a scale from A to G. An A rating indicates the building is very energy efficient, with G being the lowest rating. The EPC also makes recommendations for improving energy performance of the rating. Implementation of these recommendations is not compulsory.

8.4.2 An EPC is generally valid for ten years from the date on which it was issued.

8.4.3 Please bear in mind that you will not be able to let the Property when the EPC rating is F or G. You would be required to carry out works to bring the rating up. You may also struggle to obtain a mortgage.

## **9. PLANNING AND BUILDING REGULATIONS**

9.1 From our enquiries with the local planning authority and review of copies of the relevant planning permissions we have ascertained that the use of the Property for light industrial use is authorised by a certificate of lawfulness of existing use or development 7 October 1997.

9.2 The Seller has confirmed that the Property has been used for storage for 20 years, which means that the Local Authority would struggle to take any action against such use.

## 10. **INSURANCE**

10.1 You will take the risk of damage to the Property from the date that the Contract is exchanged. This means that if the Property is damaged or destroyed between exchange and completion you will still be obliged to acquire the Property for the price stated in the Contract. Notwithstanding that the risk passes on exchange of contracts, it is likely that the Seller will also maintain insurance cover until completion. This is for the Seller's protection in case damage occurs and for some reason the purchase is not completed, but it is unsafe to assume that you would be able to rely on the Seller's policy. Therefore, we would strongly recommend that you arrange for the Property to be insured for its full reinstatement value from the date of exchange.

## 11. **INDEMNITY INSURANCE**

11.1 A legal indemnity insurance policy provides cover against loss suffered by the insured party as a result of the risk specified in the policy. The policy does not directly rectify the issue for which it is providing cover against, but it will provide financial cover to assist with the loss incurred. It is important to review the policy in full, including details of the persons insured, the insured use of the property, the insured risk, the limit of indemnity and any exclusions or other conditions of the policy.

11.2 We have obtained draft indemnity policies to cover some of the risks referred to above as follows:

11.2.1 Chancel Repair Liability; and

11.2.2 Missing Title Document.

## 12. **MORTGAGE**

See enclosed Report on Mortgage sheet for your information.

## 13. **TAX ISSUES**

### 13.1 **Stamp Duty Land Tax**

No Stamp Duty Land Tax (“SDLT”) is payable on the purchase but a return does need to be filed with HM Revenue & Customs.

### **13.2 Value Added Tax**

The Purchase Price is exclusive of VAT. This means that if VAT is payable on the purchase, the amount of VAT will be added to the Purchase Price. The current rate is 20%.

The Seller has not opted to tax the Property which means that VAT will NOT be payable on the Purchase Price.

### **13.3 Business Rates**

The Seller has not provided us with any information in respect of the rateable value of the Property. We cannot therefore not comment on whether or not there are any business rates payable. You should liaise with your local rating authority to confirm this. Recent changes to the law relating to business rates have resulted in a significant reduction in the availability of empty premises relief.

Rates represent a significant cost to the occupiers of commercial properties and should therefore be scrutinised carefully prior to acquisition. Opportunities exist for challenging the rateable value of properties and in certain cases reductions can be back-dated. If you require any further advice in this respect please let us know.

### **13.4 Capital Allowances**

It is possible to claim tax allowances on certain purchases and investments. Known as “capital allowances”, such allowances can be claimed for certain types of capital expenditure, such as expenditure on plant and machinery (whether integral to the property or moveable), energy-saving investments, flat conversions or renovation of business premises. Allowances are also available for research and development purposes.

Like other expenses, capital allowances are deducted for the purpose of working out taxable business profits. Alternatively, they can be added to any loss. Potentially they can represent a valuable tax saving for your business.

We have not considered whether any capital allowances are available in relation to your acquisition of the Property but we can do so, if specifically instructed; or you may care to raise this with your tax adviser.

### **13.5 Other Taxes**

We have not considered the impact of any other taxes on this transaction and we strongly recommend that you inform your tax adviser of your proposed acquisition so that they can advise you where necessary.

### **14. LAND REGISTRY APPLICATION**

Following completion we will register your acquisition at HM Land Registry. The Land Registry fee payable on registration is £100.

### **15. SCOPE OF REVIEW**

15.1 This Report has been prepared for your sole benefit in connection with your proposed acquisition of the Property from the Seller and for no other purpose.

15.2 The contents of this Report are private and confidential. The Report must not be relied upon by, or made available to, any other party without our written consent.

15.3 The Report is based on our review of the title documents, search results, planning documents and replies to pre-contract enquiries provide by the solicitors acting on behalf of the Seller.

15.4 We have not inspected the Property and are unable to advise on the physical condition of the Property. If you have not done so already we would advise you to arrange for a survey of the Property to be carried out, if this has not already been done. A survey should identify any physical defects in the Property and may warn of potential defects. It is important to be aware of any defects before you exchange contracts. Once you have exchanged contracts, you will not be entitled to any compensation from the Seller if you have to put right any defects.

15.5 We are unable to advise on the capital or rental value of the Property. We would advise you to arrange for a valuation of the Property to be carried out, if this has not already been done. You should ensure that the valuer is aware

of the matters mentioned in this Report, as these may have an impact on the valuation.

- 15.6 A right of light is the right of an owner to enjoy a reasonable amount of light to a particular aperture in it building. Your proposed development if in a built up area is likely to affect the adjoining owners right to light and in these circumstances we would recommend that you seek specialist advice from a right of light surveyor.
- 15.7 Please ensure that the Property includes all of the sight lines required for the access to any proposed development.
- 15.8 We have not investigated and are not qualified to comment on the covenant strength of the existing and former occupational tenant or the covenant strength of any existing or former guarantor.
- 15.9 This Report is limited to English law as applied by the English Courts and is given on the basis that the transaction will be governed by and construed in accordance with English law.
- 15.10 In preparing this Report we have assumed that documents that we have inspected are true copies of originals and have been correctly executed by the parties to them.

**HERRINGTON CARMICHAEL LLP**