

Short description
of the property

re Former Cottage and Land at The White
House Kilkhampton Bude Cornwall
Parties Gifford
to

Oyez
ENQUIRIES

BEFORE CONTRACT

In cases of property subject to a
tenancy, forms **Con 291** (general
business and residential
tenancies) or **Con 292** (agricultural
tenancies) should also be used.

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enquiries
applicable

Replies are requested to the following enquiries.

The replies are as
Peter Peter

Proposed buyer's solicitors.

Proposed seller's solicitors.

Date

Date

GENERAL ENQUIRIES

1. Boundaries

- (A) To whom do all the boundary walls, fences, hedges and ditches belong?
- (B) If no definite indications exist, which has the Seller maintained or regarded as his responsibility?
- (C) Is the Seller aware of any divergence between the physical boundaries shown on the title deeds?

2. Disputes

- (A) Is the Seller aware of any past or current disputes regarding boundaries, easements, covenants or other matters relating to the property or its use?
- (B) During the last three years, has the Seller complained or had cause to complain about the state and condition, or the manner of use, of any adjoining or neighbouring property? If so, please give particulars.

3. Notices

Please give particulars of all notices relating to the property, or to matters likely to affect its use or enjoyment, that the Seller (or to his knowledge any predecessor in title) has given or received and confirm whether any such notices have been complied with.

4. Guarantees etc.

- (A) Please supply a copy of any of the following of which the Buyer is to have the benefit:
 - agreement, covenant, guarantee, warranty, bond, report, certificate, indemnity and insurance policy, relating to any of the following matters:
 - the construction of the property, or any part of it, or of any building of which it forms part;
 - any contamination which was, is or may be at or under the property;
 - any repair or replacement of, or treatment or improvement to the fabric of the property;
 - the maintenance of any accessway;
 - the construction costs of any road (including lighting, drainage and crossovers) to which the property fronts, and the charges for adopting any such road as maintainable at the public expense;
 - a defective title;
 - breach of any restrictive covenant.
- (B) (i) What defects or other matters have become apparent, or adverse claims have been made by third parties, which might give rise to a claim under any document mentioned in (A)?
 - (ii) Has notice of such defect, matter or adverse claim been given? If so, please give particulars.
 - (iii) Please give particulars of all such claims already made, whether or not already settled.

These replies, except in the case of any enquiry expressly requiring a reply from the Seller's solicitors, are given on behalf of the proposed Seller and without responsibility on the part of his solicitors their partners or employees. They are believed to be correct but the accuracy is not guaranteed and they do not obviate the need to make appropriate searches, enquiries and inspections.

- 1. (a) Where known, please see title deeds for details.
- (b) The Seller has simply maintained his own sides of those boundaries.
- (c) No.
- 2. (a) No.
- (b) No.
- 3. None given or received.
- 4. (a) No guarantees.
- (b) Not applicable.

(C) Has any document relating to the property been the subject of any application for designation as an exempt information document by you or anyone else to your knowledge?

5. Services

(A) Does the property have mains drainage, water, electricity and gas services? Who supplies the services?

(B) Is the property connected to the telephone/cable television?

(C) Is the water supply metered?

(D) Do any of the services (except where part of the mains) pass through or over property not included in the sale?

(E) If so, please give details of route and particulars of any easement, grant, exception, reservation, wayleave, licence or consent authorising this.

(F) Please supply a copy of any licence to abstract water and of any consent or licence relating to drainage, issued in respect of the property or the activities carried on there.

6. Facilities

(A) Except in the case of public rights or where particulars have already been given, what rights are there for the use of the following facilities, whether enjoyed by the owner or occupier of the property, or over the property for the benefit of other property:

- Access for light and air;
- Access for pedestrians and vehicles;
- Emergency escape routes;
- Pipes and wires for services not dealt with in Enquiry 5;
- Access and facilities for repair, maintenance and replacement.

Please supply copies of any relevant documents.

(B) Has any person taken any action to stop (whether immediately or at some future time) the use of any facility? If so, please give particulars.

(C) In respect of maintenance, repair or replacement work on any land or fixtures affording any facility:

- (i) What work has been done by the Seller (or, to his knowledge, any predecessor in title), and when?
- (ii) What work has the Seller been called upon to do which has not yet been done?
- (iii) What sums has the Seller contributed to work done by others, and when? Is any demand for such sums still outstanding?
- (iv) What sums has the Seller called upon others to contribute, and when? Is any demand still outstanding?

7. Adverse Rights

(A) Is the Seller aware of any rights or informal arrangements specifically affecting the property, other than any disclosed in the draft contract or immediately apparent on inspection, which are exercisable by virtue of an easement, grant, wayleave, licence, consent, agreement relating to an ancient monument or land near it, or otherwise or which are in the nature of public or common rights?

(B) (i) Please give the full names, and ages if under 18, of all persons in actual occupation of the property.
(ii) What legal or equitable interest in the property has each of those persons?

(C) Whether or not the title is registered, is the Seller aware of any other interests under Schedules 1, 3 and 12 of the Land Registration Act 2002?

8. Restrictions

(A) Have all restrictions affecting the property or its use been observed up to the date hereof? If not, please give details.

(B) Where such restrictions have in the past required any person's consent or approval of plans, does the Seller have written evidence of that consent or approval?

9. Planning etc.

(A) (i) When did the present use of the property commence?
(ii) Has this use been continuous since it commenced?

(B) During the four years immediately prior to receipt of these enquiries:

- (i) Were any of the buildings on the property erected, or have any been altered or added to?

(c) Not applicable.

5. (a) Mains water to Lot 2 only. Well water to Lot 1. The Seller does not know if the well is still usable. The Contract provides for the Buyer of Lot 1 to have the right to take a supply of mains water from the water main running through Lot 2. No mains drainage, no electricity and no other services benefit either part of the property. No septic tank or any other formal drainage system serves Lot 1. There is believed to be a primitive drainage pipe only which is not sufficient for modern standards.

(b) No.

(c) The mains water supply to Lot 2 is metered. Copy recent Water Demand herewith.

(d) Not so far as the Seller is aware.

(e) Not applicable.

(f) None held.

6. (a) None.

(b) Not applicable.

(c) Not applicable.

7. (a) The Seller did some years ago receive a letter from English Heritage concerning the Tumuli on Lot 2, pointing out their historic importance. Unfortunately, he cannot locate it. The Seller is not aware of any other relevant matters, but the property is sold subject to any that may exist.

(b) Only the Seller is in occupation.

(c) None of which the Seller is aware.

8. (a) Yes, so far as the Seller is aware.

(b) Not applicable.

9. (a) (i) Lot 1 has not been used for residential purposes since 1955. Prior to that time, the Seller's family lived in the Cottage and his grandfather ran a small slaughterhouse from the outbuildings. Since 1955 Lot 1 has only been used for general storage purposes. Lot 2 has

(ii) Have any other building, engineering, mining or other operations been carried out in, on, over or under the property?
(iii) Is any condition or limitation on any planning permission not been complied with?

If so, please give details.

(C) Please supply a copy of:

- (i) Any planning permission authorising or imposing conditions upon the present use of the property, and the erection or retention of the buildings now on it.
- (ii) Any bye-law approval or building regulation consent relating to those buildings.
- (iii) Any fire risk assessments and any enforcement, prohibition or alteration notices

(D) (i) Has any window, roof light, roof window or glazed door been installed at the property since 31st March 2002?

(ii) If the answer to the above question (i) is "Yes", was the work carried out in accordance with the Building Regulations in force at the relevant time? Please supply a copy of any local authority completion certificate or Fenestration Self-Assessment Scheme certificate, and any warranty or guarantee which relates to the work.

10. Fixtures, Fittings etc.

(A) Does the sale include all of the following items now on the property, and attached to or growing in it?

Trees, shrubs, plants, flowers, and garden produce.
Greenhouses, garden sheds and garden ornaments. Aerials and satellite reception dishes. Fitted furniture and shelves. Electric switches, points and wall and ceiling fittings.

(B) What fixtures to the property are not included in the sale?

(C) If the property has any fixed oil burning appliance, what arrangements are proposed for the sale to the Buyer on completion of any stock of oil?

11. Outgoings

What other periodic charges affect the property or its occupier, apart from the council tax and water services charge?

12. Completion

(A) How long after exchange of contracts will the Seller be able to give vacant possession of the whole of the property?

(B) The Buyer's solicitors wish to complete by adopting the Law Society's Code for Completion by Post (1998 edition). Do the Seller's solicitors agree?

13. New Properties

(A) Will the Seller pay all charges for construction and connection of the drainage system and the services?

(B) Are all the following included in the purchase price: fencing all boundaries, laying all paths and drives, and levelling and clearing the garden area? If not, please give particulars.

14. Environment and Environmental Health

(A) Is the Seller aware of:

(i) the presence of dangerous or polluting substances or materials in any soil, groundwater or body of water at or under the property or at or under any adjoining or neighbouring land?

(ii) any previous use or activities or any current use or activities involving dangerous or polluting substances or materials, at the property or any adjoining or neighbouring land?

(iii) a landfill site, whether closed or in operation, at, or within 250 metres of the property?

If the answer to any of the above questions is "Yes", please give details.

(B) Please supply a copy of all environmental audits, assessments, surveys and other such reports in respect of the property.

(C) Is the Seller aware of the presence of any asbestos or other harmful materials or substances in the fabric of the property or in any of the fixtures? If so, please give details.

(D) Is the Seller aware of any matter coming from any adjoining or neighbouring land which interferes, or which the Seller believes could interfere, with the use or enjoyment of the property - for example, odours, noise, fumes, dust, steam, gases or smoke? If so, please give details.

been used for agricultural purposes since before 1948.

(ii) As above.

(b) (i) No.

(ii) Not so far as the Seller is aware.

(iii) Not applicable.

(c) None held.

(d) Not applicable.

10. (a) Yes, such as there are.

(b) None.

(c) Not applicable.

11. Water charges in respect of Lot 2 only.

12. (a) 03 December 2007.

(b) Yes.

13. Not applicable.

14. (a)(i) The Seller is aware that the roof of the Cottage and some of the outbuildings are constructed of asbestos sheeting. The Seller is not aware of any other dangerous or polluting substances on the property, but he cannot be certain and the property is sold subject to any that there may be.

(ii) No, but he cannot be certain and gives no warranty.

(iii) No.

(b) None held.

(c) Yes, as above.

(d) No.