

**QUESTIONNAIRE TO ACCOMPANY THE CERTIFICATE OF TITLE (CLLS LAND LAW COMMITTEE LONG FORM 6TH EDITION - 2008 UPDATE)**

**GUIDANCE NOTES FOR LAWYERS**

This is the form of questionnaire to be sent to the Authority in order to prepare the Certificate of Title (in the CLLS Land Law Committee 6th Edition - 2008 Update).

It is designed as a series of statements to be confirmed by the Authority. The Authority is instructed to mark "yes"/"confirmed" against those statements which are correct and "no"/"not confirmed" against those statements which are incorrect.

Prior to sending the questionnaire to the client you should complete Schedules A-D which are annexed to the questionnaire as far as you can from the deeds and documents in your possession.

When you receive the completed questionnaire from the Authority, if the Authority has answered "yes"/"confirmed" to all the statements in the questionnaire then the Authority has correctly given all the confirmations required in the Certificate. However, if the Authority has marked "no"/"not confirmed" against any statement you will need to obtain further information from the client together with any necessary supporting documents and make the appropriate disclosures in the Certificate of Title.

Of course, you will still need to investigate title to the Property and carry out all the necessary searches and raise appropriate enquiries in order to complete the Certificate.

**QUESTIONNAIRE TO ACCOMPANY THE CERTIFICATE OF TITLE (CLLS Long Form,  
6<sup>th</sup> Edition - 2008 Update)**

**RELATING TO BOOTLE AND NETHERTON FIRE STATION, BUCKLEY HILL LANE,  
NETHERTON, BOOTLE, L29 1YB**

**NOTES:**

- The form of certificate of title requires us, Ashfords LLP, to give certain information and also to certify that the Authority has confirmed information (which only the Authority can provide) to us in writing.
- The confirmations given by the Authority are to be given on behalf of itself.
- If the confirmations are correct please select the 'yes' answer. If the confirmations are not correct, select the 'no' answer and provide further details with any documentary evidence.
- The legal nature of the certificate means that this questionnaire has, in places, to use legal terminology. If you have any doubts as to the meaning of any confirmation that you are being asked to give, please ask for an explanation.
- The numbering of the confirmations corresponds to the paragraph and Schedule numbering in the certificate of title. Therefore it is not consecutive.
- For the purposes of the information checklist, it is assumed that title and any tenancy documentation has already been provided to us in full. If this is not the case please advise us.
- In a number of places in this questionnaire, examples are provided. These are illustrative not exhaustive.

**DEFINITIONS USED**

The following definitions reflect the same terms defined in the certificate of title and are used or set out in this questionnaire for consistency and context:

**Authority** means Merseyside Fire and Rescue Authority;

**Benefit** means (in each case whether or not registered):

- (i) any right or easement (including any acquired or being acquired through long use); and
- (ii) any restriction, stipulation, restrictive covenant, mining or mineral right, franchise or other interest over any land other than the Property; and
- (iii) any interest of the Authority in actual occupation of premises other than the Property considered by the Authority as relevant to the Property

of which the Property has the benefit (but not including any reserved under the terms of any Letting Document);

**Contractor** has the meaning ascribed to that expression in the Project Agreement;

**Existing Use** means the actual use to which the Property is presently put as referred to in Schedule 5 Part 4;

**Lenders** has the meaning ascribed to that expression in the Senior Loan Agreement;

**Letting Documents** means any lease, underlease, tenancy, licence or other agreement or arrangement giving rise to rights of occupation and enjoyment (in each case as amended or supplemented) to which the Property is subject;

**Premises** means the premises demised by any Letting Document;

**Project Agreement** means the agreement entered into on or about the date of this certificate between: (1) Cumbria County Council, Lancashire Combined Fire Authority; and Merseyside Fire and Rescue Authority and (2) the Contractor, in respect of the Transaction;

**Property** means the property described in Schedule 5 Part 1, the address of which is given at the head of this Certificate;

**Senior Loan Agreement** means the loan facility to be entered into in connection with the Transaction;

**Town and Country Planning Legislation** includes the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 and the Planning and Compulsory Purchase Act 2004;

**Transaction** means the provision of works and services by the Contractor at the Property in accordance with the terms of the Project Agreement and the funding by the Lenders of the Contractor for the provision of such works and services; and

**1995 Act** means the Landlord and Tenant (Covenants) Act 1995.

**A. INFORMATION REQUESTED**

Please supply the following:	Supplied?
1. Details of: (a) the current use of the Property; and (b) where there is more than one use, each use.  <i>(Paragraph 2.2 of the Certificate.)</i>	Yes  N/a
2. Details of any rights and easements benefiting the property (in addition to those set out in the <b>attached Schedule A</b> ).  <i>(Paragraph 4.1, Schedule 2 to the Certificate.)</i>	N/a
3. Details of any covenant, restriction, stipulation or easement burdening the property (in addition to those set out in the <b>attached Schedule B</b> ).  <i>(Paragraph 5.2, Schedule 2 to the Certificate.)</i>	N/a
4. Details of VAT registrations and options to tax in addition to those set out in the <b>attached schedule C</b> .	N/a
5. A current arrears schedule in respect of any Letting Documents and copies of all Section 17 notices served and any related correspondence and documentation.  <i>(Part 8A, Schedule 5 of the Certificate and attached Schedule D)</i>	N/a
6. Where you occupy under a lease, the name and address of the current landlord and the current guarantor (if any) and the current rent.  <i>(Part 7A, Schedule 5 to the Certificate)</i>	N/a
7. In relation to each Letting Document the name and address of the current tenant and guarantor (if applicable) and details of the current rent and date from which the rent was last reviewed.  <i>(Part 8A, Schedule 5 to the Certificate)</i>	See schedule 4 to this questionnaire
8. In relation to each Letting Document where there are rent deposits, please confirm that all documents for the registration of the deposit (where applicable) have been supplied and provide a schedule showing the amounts of the initial deposits.  <i>(Part 7A, Schedule 5 to the Certificate)</i>	N/a

**B. CONFIRMATIONS REQUESTED**

**Please confirm the following and, if confirmation cannot be given, please supply details of the relevant circumstances:**

## MAIN BODY OF CERTIFICATE

- 2.5 Apart from any parts of the Property that are the subject of any Letting Documents, the Authority is otherwise in actual occupation of the Property on an exclusive basis. Confirmed
- Except by virtue of the Letting Documents, no person other than the Authority has any right (actual or contingent) to possession, occupation or use of or interest in the property. Confirmed

## SCHEDULE 1 TO THE CERTIFICATE

- 2.5.1 The Authority has provided to us all documents and all information in its possession that is material for the purposes of giving the certificate. Confirmed
- 2.5.2 Each copy document produced to us is a true copy of the original. Confirmed
- 2.8 The Authority is not aware of any circumstances which could render any transaction affecting the Authority's title to the property liable to be set aside under the provisions of the Insolvency Act 1986 (as amended). Confirmed
- [Explanation: Such circumstances would be where the transaction was a gift or at an undervalue or with an intention to defraud creditors.]*

## SCHEDULE 2 TO THE CERTIFICATE

### Title

- 4.1 The Benefits set out in Schedule A to this Questionnaire are the only Benefits necessary for the use and enjoyment of the Property for its existing use or (if no Benefits are set out in Schedule A), no Benefits are required for the use and enjoyment of the Property. Confirmed
- 4.2 As far as the Authority is aware, the Benefits set out in Schedule A and any disclosed at 4.1 above are enjoyed freely, without interruption and without restriction. Confirmed
- 5.2 The Authority:
- 5.2.1 Has not received notice of any breach of any covenants, restrictions, stipulations, easements or other rights, interests or matters to which the Property is subject. Confirmed
- [Example – breach of a covenant not to use the Property for a specified purpose.]*
- 5.2.2 Is not aware of any breach or infringement of Confirmed

any of those items.

- 5.2.3 The existing use of the Property is not materially adversely affected by the existence of any of those items. Confirmed
- 5.2 As far as the Authority is aware the Property is not subject to any customary or public rights, local land charges, mining or mineral rights, franchises, manorial rights, third party rights, rights of common, rent charges or similar outgoings, liability for chancel repairs, liability in respect of embankments, sea and river walls, payments in lieu of tithe or charges/annuities payable for the redemption of tithe, sporting or fishing rights or other right or interest, whether or not registered other than as detailed in Schedule B. Confirmed
- 7.1 There are no agreements for sale, estate contracts, options, rights of pre-emption or similar matters affecting the Property the provisions of which remain to be observed or performed. Confirmed
8. So far as the Authority is aware no one is in adverse possession of the Property or has acquired (or is acquiring) any rights adversely affecting the Property. Confirmed
- [Example: a squatter.]*
9. There are no insurance policies relating to any question of title affecting the Property. Confirmed
- 10.1. The Authority has not had occasion to make any claim or complaint in relation to a neighbouring property or its use or occupation. Confirmed
- 10.2 There are no disputes, claims, actions, demands or complaints in respect of the Property which are outstanding or which are expected by the Authority. Confirmed
11. No notices materially affecting the Property or the Authority's interest in it or any of the Benefits (whether detailed in Schedule A to this questionnaire or disclosed by the Authority pursuant to paragraph 4.1 above) have been given or received. Confirmed

## Planning

- 13 The Authority is not aware that any development which has been carried out in relation to the Property is unlawful or has been carried out without any necessary consents and permissions being obtained; and Confirmed
- 13 No enforcement proceedings under the Town and Country planning legislation have been commenced or any notices served and the Authority is not aware that any have been proposed. Confirmed

14. No planning permission affecting the Property is the subject of an existing challenge as to its validity. Confirmed
- 15.1 The planning permissions affecting the Property are either unconditional or subject only to conditions which have either been satisfied so that nothing further remains to be done under them or, in the case of continuing conditions, are being complied with and the Authority knows of no reason why such conditions should not continue to be so complied with. Not confirmed
16. There is no application for planning permission in respect of the Property awaiting determination and no planning permission or deemed refusal which is subject to appeal. Not confirmed
- 17.1 The Authority has not entered into and is not required to enter into any agreement or obligation or planning contribution under section 52 Town and Country Planning Act 1971, section 38 and section 278 Highways Act 1980, section 33 Local Government (Miscellaneous Provisions) Act 1982, section 106 Town and Country Planning Act 1990, section 104 Water Industry Act 1991, section 46 Planning and Compulsory Purchase Act 2004 or any provision in legislation of a similar nature. Confirmed (save in relation to any such agreements or obligations or planning contributions arising by reason of the Transaction)
- 17.2 As far as the Authority is aware in respect of any planning agreement, obligation or contribution disclosed at 17.1
- 17.2.1 All the obligations which have fallen due have been complied with; and Not applicable (save in relation to any such obligations arising by reason of the Transaction)
- 17.2.2 No notice of breach has been received; and Confirmed
- 17.2.3 There are no material obligations which remain to be performed Not applicable (save in relation to any such obligations arising by reason of the Transaction)
19. The Authority is not aware that the Property is within an area of archaeological importance nor is any building or erection on the Property a scheduled monument within the meaning set out in the Ancient Monuments and Archaeological Areas Act 1979 Confirmed
20. The Authority is not aware of any resolution, proposal, order or act made or contemplated for the compulsory acquisition of the Property or any private access to it Confirmed

#### Statutory Matters

21. The Authority is not aware of any outstanding order, notice or other requirement of any local or other Confirmed

authority that affects the current use of the Property (as disclosed in this questionnaire) or involves expenditure in compliance with it nor of any other circumstances which may result in any such order or notice being made or served.

- |     |   |           |
|-----|---|-----------|
| 22. | The Authority has not received notice of any breach of and is not aware of any material breach of the requirements of any statute capable of enforcement at present which affects the Property. | Confirmed |
| 23. | So far as the Authority is aware, the Property complies in all material respects with current fire regulations affecting the Property.  | Confirmed |

**Environment**

- |      |   |           |
|------|---|-----------|
| 24.1 | The Authority:  |           |
|      | 24.1.1 Has not received any written notices or notifications under any environmental laws   | Confirmed |
|      | 24.1.2 Does not hold any permits under any environmental laws   | Confirmed |
|      | 24.1.3 Is not aware of any breach or alleged breach of the requirements under any environmental laws                                | Confirmed |
| 24.2 | The Authority is not aware of the need for any permits under any environmental laws in respect of the existing use of the Property. | Confirmed |

**General**

- |      |  |           |
|------|--|-----------|
| 25.1 | The Property is not subject to the payment of any outgoings other than the uniform business rate or water rates (and in the case of leasehold property only sums due under the lease); and | Confirmed |
| 25.2 | All such payments have been made to date.  | Confirmed |

**SCHEDULE 3 TO THE CERTIFICATE**

Not applicable.

**SCHEDULE 4 TO THE CERTIFICATE**

The following confirmations relate only to property which has been let and Letting Documents mean the documents under which the property has been let.

- |   |  |  |
|---|--|--|
| 1 | The Property is subject to Letting Documents which will be validly terminated prior to the date of entry by the Contractor and its sub-contractors for the purposes of demolition of the Existing Station in accordance with the Construction Programme (as each of the terms Existing Station and Construction Programme are defined in the Project Agreement). |  |
|---|--|--|

Confirmed/Not Confirmed

**Schedule A**

**Rights and easements and other matters benefiting the Property**

<b>Date of Document/ Commencement Date</b> <i>(as applicable)</i>	<b>Document</b> <i>(if applicable)</i>	<b>Parties</b> <i>(if applicable)</i>	<b>Nature of Right</b> <i>(eg easement; right of way; covenant)</i>	<b>Land or Interest subject to Right</b>

Schedule B

Rights and covenants and other matters burdening the Property

Date of Document/ Commencement Date	Document (if applicable)	Parties (if applicable)	Nature of Right	Land or Interest with the benefit of Right
29 February 1964	Conveyance	(1) The Right Honourable Hugh William Osbert Earl of Sefton (the <b>Vendor</b> ) and (2) Bootle Corporation	Restrictive covenants that the owner of the Property must not increase the volume or rate of flow of surface water drainage that discharges into the drains or channels located in the Vendor's adjoining land nor discharge further surface water drainage or any soil drainage from the Property onto or into any land belonging to the Vendor.	Unknown
29 February 1964	Conveyance	(1) The Right Honourable Hugh William Osbert Earl of Sefton and (2) Bootle Corporation	Right of free passage of water and soil from all properties now or formerly belonging to the Vendor or his predecessors in title through such drains and channels that run through the Property.	Unknown
29 February 1964	Conveyance	(1) The Right Honourable Hugh William Osbert Earl of Sefton and (2) Bootle Corporation	Right to increase the volume or rate of flow of such surface water drainage from the Property as discharges into the drains and channels in the Vendor's adjoining property.	Unknown
29 February 1964	Conveyance	(1) The Right Honourable Hugh William Osbert Earl of Sefton and (2) Bootle Corporation	Right to discharge further surface water drainage or any soil drainage from the Property into the Vendor's land.	Unknown

29 February 1964	Conveyance	(1) The Right Honourable Hugh William Osbert Earl of Sefton and (2) Bootle Corporation	Rights of light and air in favour of the Vendor's adjoining land.	Unknown
------------------	------------	--	---	---------

Schedule C

VAT Registration, Notice of Election and Acknowledgement

	VAT Registration no.	Date of Notice of Election	Date of Acknowledgement by HM Revenue and Customs
Authority:	414779531	Not applicable	Not applicable

Schedule D

Section 17 Notices Served on Former Tenants and Guarantors

<b>Date of Service of Notice</b>	<b>Due Date of Arrears</b>	<b>Full names and addresses of Persons served</b>	<b>Amount Claimed</b>	<b>Amount Due</b>

Schedule E

Letting Documents

Date of document	Parties	Premises	Term	Rent

Date: 23 February 2011

(Signed): 

Name: K. Timmins

Address: Merseyside Fire and Rescue Authority  
Merseyside Fire and Rescue Service Headquarters,  
Bridle Road,  
Bootle,  
Merseyside,  
L30 4YD