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 Authority 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, 6th Edition - 2008 Update)

RELATING TO FIRE STATION, BORRON ROAD, NEWTON-LE-WILLOWS WA12 0EL

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 agreement 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. *(Paragraph 2.2 of the certificate.)*	Yes N/a
2.	Details of any rights and easements benefiting the property (in addition to those set out in the **attached Schedule A**). *(Paragraph 4.1, Schedule 2 to the certificate.)*	N/a
3.	Details of any covenant, restriction, stipulation or easement burdening the property (in addition to those set out in the **attached Schedule B**) *(Paragraph 5.2, Schedule 2 to the certificate.)*	N/a
4.	Details of VAT registrations and options to tax in addition to those set out in the **attached Schedule C**.	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. *(Part 8A, Schedule 5 and **attached Schedule D**)*	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. *(Part 7A, Schedule 5 to the Certificate)*	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. *(Part 8A, Schedule 5 to the Certificate)*	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. *(Part 8A, Schedule 5 to the Certificate)*	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). *[Explanation: Such circumstances would be where the transaction was a gift or at an undervalue or with an intention to defraud creditors.]*	Confirmed

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. *[Example – breach of a covenant not to use the Property for a specified purpose.]*	Confirmed
	5.2.2 Is not aware of any breach or infringement of any of those items.	Confirmed

	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. *[Example: a squatter.]*	Confirmed (save in relation to any rights (whether existing or in the process of being acquired) exercisable over the Property which benefit the Newton-Le-Willows Ambulance Station registered under title number MS412147)
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	Confirmed

	any have been proposed.	
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 application (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,	Confirmed

notice or other requirement of any local or other 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 brief details of which are set out in the **attached Schedule E**.

Confirmed

Schedule A

Rights and easements and other matters benefiting the Property

Date of Document/ Commencement Date *(as applicable)*	**Document** *(if applicable)*	**Parties** *(if applicable)*	**Nature of Right** *(eg easement; right of way; covenant)*	**Land or Interest subject to Right**
9 November 1998	Agreement (not noted on registered title to MS486308)	(1) The Merseyside Fire and Civil Defence Authority and (2) The Secretary of State for Health	Right of way	Ambulance Station registered under title MS412147 which adjoins the Property
9 November 1998	Agreement (set out as entry 2 of the Property Register to title MS486308)	(1) The Merseyside Fire and Civil Defence Authority and (2) The Secretary of State for Health	Confirmation of "all rights of light water way drainage support and other easements or quasi-easements"	Ambulance Station registered under title MS412147 which adjoins the Property

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
9 November 1998	Agreement (set out as entry 3 of the Charges Register to title MS486308)	(1) The Merseyside Fire and Civil Defence Authority and (2) The Secretary of State for Health	Rights to use, and access to repair an underground tank and fuel interceptor channels on the Property	Ambulance Station registered under title MS412147 which adjoins the Property
4 June 1981	Deed (referred to in entry 1 of the Charges Register to title MS486308)	(1) The County Council of Merseyside and (2) The North Western Electricity Board	Rights to lay, construct, use, inspect, maintain, repair, alter, remove and renew electricity cables and conduits. Prohibition on building over conduits	
9 November 1998	Agreement	(1) The Merseyside Fire and Civil Defence Authority and (2) The Secretary of State for Health	Confirmation of "all rights of light water way drainage support and other easements or quasi-easements"	Ambulance Station registered under title MS412147 which adjoins the Property

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

Date of Service of Notice	Due Date of Arrears	Full names and addresses of Persons served	Amount Claimed	Amount Due

Schedule E

Letting Documents

Date of document	Parties	Premises	Term	Rent
30 November 2010	(1) Merseyside Fire and Rescue Authority (2) Electricity North West Limited	Electricity substation shown edged in blue and numbered 6 on the title plan to MS486308	21 years from 30 November 2010 to 29 November 2031	

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