

**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,  
6<sup>th</sup> Edition - 2008 Update)**

**RELATING TO Land to the West Side of Eastern Way Carlisle CA1 3NG**

**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 Cumbria County Council;

**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 senior loan 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.  <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>	Yes
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>	Yes
4. Details of VAT registrations and options to tax in addition to those set out in the <b>attached schedule C</b> .	Yes
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 and <b>attached Schedule D</b>)</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>	N/A
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

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|------|--|---|
| 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 planning issues dealt with by BBFR  |
| 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 planning issues dealt with by BBFR  |
| 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  | N/A   |
|      | 17.2.1 All the obligations which have fallen due have been complied with; and  | N/A   |
|      | 17.2.2 No notice of breach has been received; and  | N/A   |
|      | 17.2.3 There are no material obligations which remain to be performed  | N/A   |
| 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**

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|-----|--|-----------|
| 21. | The Authority is not aware of any outstanding order, 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 | Confirmed |
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made or served.

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|-----|---|----------------------------------|
| 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.  | N/A no current buildings on site |

**Environment**

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|------|--|---|
| 24.1 | The Authority:<br><br>24.1.1 Has not received any written notices or notifications under any environmental laws<br><br>24.1.2 Does not hold any permits under any environmental laws<br><br>24.1.3 Is not aware of any breach or alleged breach of the requirements under any environmental laws | <br><br>Confirmed<br><br>Confirmed<br><br>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**

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|------|--|-----------|
| 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.  | N/A       |

**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.

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|---|---|-----------|
| 1 | The Property is not subject to any Letting Documents. | Confirmed |
|---|---|-----------|

[or]

- |   |  |  |
|---|--|--|
| 2 | The Property is subject to Letting Documents brief details of which are set out in the <b>attached Schedule E.</b> |  |
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N/A

**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>
11 September 1987	Conveyance	(1) William Coulthard & Co Limited and (2) Crossley Ferguson Limited	Party Fence	The property and the Yellow Land by reference to the title plan
11 September 1987	Conveyance	(1) William Coulthard & Co Limited and (2) Crossley Ferguson Limited	Right for the use of utility services through the service conduits on the Yellow Land used in common between the Property and the Yellow Land and a right of entry onto the Yellow Land to repair, maintain, renew, inspect, replace etc making good any damage and paying a fair and proper proportion of the cost of maintaining repairing renewing or cleansing any of the service media use in common	The property and the Yellow Land by reference to the title plan
Law of Property Act 1922			The Property may be subject to or have the benefit of unspecified manorial rights being claimed over part of the	Land tinted pink forming part of the Property

		<p>land tinted pink on the Plan in favour of the Manor of Botchgate saved to the lord by the 12th Schedule of the Law of Property Act 1922 ("the 1922 Act"). The entry in the Property Register of title number CU235638 ("the Property Register") notes the burden of the rights which include rights of the lord or (tenant) to mines and minerals, in respect of fairs, market and sporting rights, rights of common and any liability for the upkeep for example of bridges, dykes or ditches. Under the 1922 Act the system of Copyhold tenure was abolished and replaced with statutory enfranchisement. The effect of statutory enfranchisement was that the copyhold land became freehold land which, amongst other things, was no longer subject to any estate or interest affecting the manor. However certain rights were not affected by the</p>	
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		<p>enfranchisement and were preserved indefinitely. These rights are as follows:</p> <ol style="list-style-type: none"><li data-bbox="970 383 1185 801">1. The lord's rights to mines, minerals, limestone, lime, clay, stone, gravel, pits or quarries whether in or under the enfranchised land or not, or rights of working the same;</li><li data-bbox="970 835 1185 1395">2. The rights, franchises, royalties or privileges of the lord in respect of fairs, markets, rights of chase or warren, piscaries, or other rights of hunting, shooting, fishing, fowling or otherwise taking game fish or fowl; and</li><li data-bbox="970 1429 1185 2101">3. Any liability subsisting on 1 January 1926 (whether arising by virtue of a court leet regulation or otherwise) for the construction, maintenance, cleansing, or repair of dykes, ditches, canals, sea or river walls, piles, bridges, levels, ways and other works for the protection or general benefit of</li></ol>	
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			<p>land within a manor or for abating nuisances therein. Any person interested in enforcing the liability could apply to the court to ascertain or apportion the liability, and charge the same on the land or any interest therein; and in addition, the jurisdiction of any court leet, customary, or other court in reference to the matter was transferred to the court</p> <p>The rights preserved to the lord were not 'manorial incidents', so as to be liable to extinguishment as such, but the lord might include them in a compensation agreement if so desired and so extinguish them.</p>	
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**Schedule B**

**Rights and covenants and other matters burdening the Property**

<b>Date of Document/ Commencement Date</b>	<b>Document (if applicable)</b>	<b>Parties (if applicable)</b>	<b>Nature of Right</b>	<b>Land or Interest with the benefit of Right</b>
15 January 1948	Conveyance	(1) The Ecclesiastical Commissioners for England and (2) Carlisle Corporation	Not to cause any nuisance annoyance or disturbance but any development of what is called the southern portion of the land for working class housing will not be in breach nor will developing the northern portion for industrial purposes with a right for the Church Commissioners freely to develop their adjoining land without threat of compensation even if this gives right to a restriction or reduction in enjoyment of light and air to the Property.	The land tinted blue forming part of the Property
1 December 2007	Transfer	(1) SGBD Property Holdings Limited and (2) The Authority	Rights to use services through the service media for the benefit of the retained land. The owners have a right to enter the property for repair, maintenance and renewal of the service media used in common the person entering making good damage.  The owner of the Property may re-route the service media benefitting the retained land to	The Property and the Retained Land (Title Number CU30257)

			enable the Property to be developed provided that any disruption to the supply of services to the retained land is kept to a minimum	
1 December 2007	Transfer	(1) SGBD Property Holdings Limited and (2) The Authority	Not to use for timber merchants and/or builders merchants and/or plumbers merchants and/or timber merchants	The Property
1 December 2007	Transfer	(1) SGBD Property Holdings Limited and (2) The Authority	To erect a 2.4 metre high palisade fence on the boundary of the property and the retained land	The Property and the Retained Land (Title Number CU30257)
Law of Property Act 1922			The Property may be subject to or have the benefit of unspecified manorial rights being claimed over part of the land tinted pink on the Plan in favour of the Manor of Botchergate saved to the lord by the 12th Schedule of the Law of Property Act 1922 ("the 1922 Act"). The entry in the Property Register of title number CU235638 ("the Property Register") notes the burden of the rights which include rights of the lord or (tenant) to mines and minerals, in respect of fairs, market and sporting rights, rights of common and any liability for the upkeep for example of bridges, dykes or ditches. Under the 1922 Act the system of Copyhold tenure	Land tinted pink forming part of the Property

			<p>was abolished and replaced with statutory enfranchisement. The effect of statutory enfranchisement was that the copyhold land became freehold land which, amongst other things, was no longer subject to any estate or interest affecting the manor. However certain rights were not affected by the enfranchisement and were preserved indefinitely. These rights are as follows:</p> <ol style="list-style-type: none"><li>1. The lord's rights to mines, minerals, limestone, lime, clay, stone, gravel, pits or quarries whether in or under the enfranchised land or not, or rights of working the same;</li><li>2. The rights, franchises, royalties or privileges of the lord in respect of fairs, markets, rights of chase or warren, piscaries, or other rights of hunting, shooting, fishing, fowling or otherwise taking game fish or fowl; and</li><li>3. Any liability subsisting on 1 January 1926 (whether arising by virtue of a court leet regulation or otherwise) for the construction, maintenance, cleansing, or repair of dykes, ditches,</li></ol>	
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			<p>canals, sea or river walls, piles, bridges, levels, ways and other works for the protection or general benefit of land within a manor or for abating nuisances therein. Any person interested in enforcing the liability could apply to the court to ascertain or apportion the liability, and charge the same on the land or any interest therein; and in addition, the jurisdiction of any court leet, customary, or other court in reference to the matter was transferred to the court</p> <p>The rights preserved to the lord were not 'manorial incidents', so as to be liable to extinguishment as such, but the lord might include them in a compensation agreement if so desired and so extinguish them.</p>	
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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
<b>Authority:</b>	257177145		
<b>[Landlord:]</b> <i>(leasehold Property only)</i>			

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: Colson

Address: Cumbria County Council  
The Courts  
Carlisle  
Cumbria, CA3 8NA