

# General Enquiries before Contract

## Commercial

<b>Property</b>	Site at Eastern Road Bracknell
<b>Seller</b>	Reedspace Limited
<b>Buyer</b>	Mr A Dawson

Notes
<ol style="list-style-type: none"> <li>1. These enquiries relate to the Property and every part of it.</li> <li>2. Please supply full answers with copies of relevant documents, plans and correspondence.</li> <li>3. Where appropriate Seller" includes a prospective lessor, "Buyer a prospective lessee and 'sale. the grant of a lease.</li> <li>4. "Seller" includes previous owners where information is within the Seller's knowledge.</li> <li>5. Restrictions includes restrictive and other covenants, stipulations and agreements affecting the Property or its use.</li> <li>6. "Buiidings~ includes any other structures on the Property.</li> </ol>

The Buyer requests replies to the following enquiries.
<b>ENQUIRIES</b>

The following replies are given to the best of the Seller's knowledge, information and belief
<b>REPLIES</b>

### 1. BOUNDARIES

<p>1.1 Which of the boundary features (walls, fences, hedges etc)-</p> <ol style="list-style-type: none"> <li>a) belong with the Property;</li> <li>(b) belong to neighbouring owners;</li> <li>(c) are party;</li> <li>(d) are of uncertain ownership but have been maintained by, or regarded as in the ownership of, the Seller;</li> <li>(e) are subject to rights of support or use in favour of neighbouring owners;</li> <li>(f) are subject to a subsisting liability for their repair ?</li> </ol> <p>1.2 Do the apparent physical boundary features correspond with the legal boundaries?</p> <p>1.3 Has any physical boundary feature been moved during the last twelve years?</p> <p>1.4 Are there any awards or agreements relating to party walls or structures?</p>	<p>There is no indication in the deeds which boundaries belong.</p> <p>Your inspection will reveal</p> <p>Not so far as the seller is aware</p> <p>No</p>
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## 2. SERVICES

- |     |                                                                                                                                                                                           |                                                                              |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| 2.1 | Are the following services available and connected to the mains -<br>(a) water;<br>(b) drainage;<br>(c) electricity;<br>(d) gas?                                                          | It is believed that all these services are on site and connect to the mains. |
| 2.2 | Are all the available services directly connected to the mains without passing through other land?                                                                                        | Yes.                                                                         |
| 2.3 | If any services pass across other land -<br>(a) what is their route;<br>(b) by what legal rights are they used?                                                                           | They do not.                                                                 |
| 2.4 | Please supply a copy of any agreements, licences or contracts relating to the supply of services, the disposal of trade effluent and the abstraction of water.                            | None                                                                         |
| 2.5 | Are any wires or cables for telegraph, telephone, electric lighting, or other purposes belonging to a utility company or statutory undertaking attached to the exterior of the Property ? | No.                                                                          |
| 2.6 | Is there an electricity sub-station at the Property ?<br>If so, please supply a copy of the lease or other agreement concerning its use and maintenance.                                  | Not yet, although there may be in the future.                                |

## APPURTENANT RIGHTS

- |     |                                                                                                                                                                                                                                                                                                                                              |                                                                          |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| 3.1 | Is access directly off the public highway -<br>(a) for vehicles<br>(b) on foot?                                                                                                                                                                                                                                                              | Direct from public highway to access road over which rights are granted. |
| 3.2 | If there is access over other land -<br>(a) what is the route;<br>(b) by what legal right is this access used;<br>(c) what arrangements exist for the maintenance of the access?                                                                                                                                                             | N/A                                                                      |
| 3.3 | (a) Is there an indefeasible right to the access of light and air to the windows of the buildings on the Property ?<br><br>(b) Are there any agreements relating to rights of light to the windows of the buildings on the Property or restricting adjoining or neighbouring property from acquiring any rights of light over the Property ? | Please see contract and transfer<br><br>Ditto                            |

3.4 (a) What is the present method of escape from the Property property in the event of fire?

Please inspect the plans for the

(b) Is it necessary to have access to any adjoining land or buildings for fire escape purposes? If so, what arrangements exist with the adjoining occupier or owner ?

Ditto

#### 4. EXPENDITURE

4.1 In respect of any right of way, shared pipes, drains or wires party or other boundaries, or anything else used in common with any other property, has the Seller -

Please see the transfer fo th provisions regarding the service charge.

- (a) carried out or been asked to carry out any work;
- (b) contributed or been asked to contribute towards the cost of such work;
- (c) knowledge of anything likely to give rise to such expenditure?

4.2 (a) What is the rateable value of the Property ?  
(b) Have any works been carried out which might result in a revision of the rateable value?

Not yet known.  
The building of the property.

4.3 Are there any annual or periodic charges other than The usual water charges and council taxes or rates?

There will be a service charge.

#### 5. ADVERSE RIGHTS

5.1 Are there any -  
(a) adverse rights of way water drainage or light wayleaves, or any other easements, rights or liabilities, public or private;

None other than those disclosed i the documents supplied.

(b) cables, wires, pipes or other things lying under, across or over the Property and not solely serving it?

5.2 Are there any present or anticipated adverse claims by neighbouring owners or occupiers?

There are none at present and none anticipated

#### 6. RESTRICTIONS

6.1 Are there any restrictions which have not been disclosed in the draft contract or other documents supplied with it ?

No.

6.2 Have all restrictions been observed and performed, including obtaining any necessary consents?

The seller has not been notified of any breach.

6.3 (a) Who has the benefit of any restrictions?  
(b) Has any attempt been made to enforce any restrictions?

N/A

6.4 (a) Is there an indemnity policy covering claims for breach of any restriction?  
(b) Has any ciaim been made under such policy ?

N/A

**7. DISPUTES**

- 7.1 Are there any disputes regarding any aspect of the Property or its use? No .
- 7.2 Is any such dispute anticipated? No.

**8. NOTICES**

- 8.1 Has the Seller received any notices relating to the Property? None other than those relating to planning and services.
- 8.2 Has the Seller served any notices relating to the Property ? Ditto

**9. STATUTORY CONTROLS**

- 9.1 (a) When were the buildings constructed? They are not yet built.
- (b) Have the buildings been altered or added to since their construction? N/A
- (c) Please supply copies of all planning permissions, bye law consents and approvals of building plans relating to the buildings as they now exist. You have been provided with copies of all that we have.
- (d) Were the buildings constructed, altered or added to strictly in accordance with the planning permissions and approvals of building plans? They will be
- (e) Has anything else been done which constitutes development for planning purposes? N/A
- 9.2 (a) WhatistheuseofeachpartoftheProperty? The use will be B(i).
- (b) Is each use permitted by a planning permission? If so, please supply a copy. If not, please state how the use is authorised. Yes - you have a copy.
- 9.3 (a) Are there any current planning permissions which have not been implemented ? The permission is being implemented at present.
- (b) Has any application for planning permission been refused ? No.
- (c) Are there any pending applications for planning permission which have not yet been determined ? No.
- 9.4 Is the Property -
  - (a) subject to any charge, notice' order, restriction, agreement or other matter arising under the planning legislation; Yes - see S106 agreement and agreements re drainage.
  - (b) situated in a Conservation Area; No.
  - (c) designated as a building of special architectural or historic interest ? No
- 9.5 Has an improvement or other grant been obtained under which there are conditions to be fulfilled or any repayment to be made? No.

- |     |                                                                                                                                                                                                                                                                                                                                                                                              |                                                          |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| 9.6 | Is there any reason to think that the Property is or might be included in any scheme or contemplated scheme for compulsory or other acquisition by the local or any other authority ?                                                                                                                                                                                                        | No, the seller is not aware of one                       |
| 9.7 | Please supply a copy of the Fire Certificate or written confirmation from the relevant fire authority that the means of escape is approved.                                                                                                                                                                                                                                                  | N/A                                                      |
| 9.8 | Have all statutory requirements relating to the Property and its use or occupation been fully performed and Observed (including, but not limited to, those under the Offices Shops and Railway Premises Act 1963, the Fire Precautions Act 1971, the Health and Safety at Work etc. Act 1974, the Water Act 1989, the Environmental Protection Act 1990 or any regulations made under them)? | It is believed that the completed buildings will comply. |

## 10. NEARBY DEVELOPMENT ETC

- |      |                                                                                                                                                                                                                                                                                                                                                                          |                                                                                          |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| 10.1 | Are any of the following being implemented or proposed in the vicinity of the Property -<br><br>(a) road construction or alteration;<br>(b) (b) demolition or construction of buildings;<br>(c) changes of use;<br>(d) traffic, tram or railway schemes;<br>(e) other matters likely to affect the use, enjoyment or value of the Property in its existing environment ? | The seller is not aware, but has made no particular enquiry, and the buyer should do so. |
| 10.2 | Are there any proposals by any third party which would, if implemented, or other matters which might, affect the continued use of the Property for its present purpose?                                                                                                                                                                                                  | None of which the seller is aware.                                                       |

## 11. FIXTURES AND FITTINGS

- |      |                                                                                                                |                                                   |
|------|----------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| 11.1 | (a) Does the sale include all items mentioned in the Seller's estate agent's particulars?                      | Yes                                               |
|      | (b) What other fixtures, fittings, plant and equipment are included in the sale?                               | None.                                             |
|      | (c) How much of the purchase price is attributable to them?                                                    | None                                              |
|      | (d) Are they in the absolute ownership of the Seller free of hire purchase, charge, lien or other encumbrance? | Yes, save for any belonging to service providers. |
|      | (e) Are there any maintenance contracts, guarantees or certificates relating to them?                          |                                                   |
| 11.2 | (a) Will any fixtures, fittings, plant or equipment be removed prior to completion?                            | No                                                |
|      | (b) If so, will the Seller make good any damage caused to the structure or decorations?                        | N/A                                               |

- |          |                                                                                                                                                       |       |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| 11.3 (a) | Please supply details of any claims for capital and other allowances for the plant and machinery and industrial buildings to be included in the sale. | None. |
| (b)      | Please confirm that evidence will be provided to enable the Buyer to support a claim for capital and other allowances.                                | None  |

## 12. CONDITION

- |          |                                                                                                                                                                                                                                                                                                                                                                        |                                                                      |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| 12.1     | Has the Property been, or is it now, affected by any of the following-<br>(a) structural defects;<br>(b) (b) flooding;<br>(c) defective drainage;<br>(d) subsidence, landslip or heave;<br>(e) defective pipes or wires;<br>(f) rising damp, wet or dry rot, or infestation?                                                                                           | This is a new property.                                              |
| 12.2     | Is there reason to think that any of the problems listed in 12.1 above are likely to arise?                                                                                                                                                                                                                                                                            | That is not a question the seller can answer.                        |
| 12.3     | Have high alumina cement, woodwool slabs, blue asbestos, calcium silicate brick, calcium chloride or asbestos sheeting or any other deleterious materials been used in the construction or alteration of any buildings on the Property ?                                                                                                                               | Please see contract.                                                 |
| 12.4 (a) | Are there any agreements, certificates, guarantees, warranties or insurance policies relating to the construction of the Property or any installations, repairs, improvements or treatment ?                                                                                                                                                                           | Please see contract.                                                 |
| (b)      | If these were not issued to the Seller, have they been transferred in writing to the Seller with any required consent ?                                                                                                                                                                                                                                                | N/A                                                                  |
| (c)      | Are there or have there been any claims or potential claims under any such documents?                                                                                                                                                                                                                                                                                  | N/A                                                                  |
| 12.5     | What is the permitted load-bearing of the floors of the buildings?                                                                                                                                                                                                                                                                                                     | Please inspect the plans and specifications.                         |
| 12.6     | If any buildings on the Property were erected during the last twelve years, please supply-<br>(a) a set of the drawings and specifications for the works of construction;<br>(b) a plan showing the services to and from the buildings;<br>(c) copies of the building contracts and professional appointments relating to the works of construction and installations. | These will be provided in accordance with the terms of the contract. |
| 12.7     | Are there any drainage, cleaning, telecommunication, maintenance, security, employment or other contracts which may be transferred to the Buyer at completion?                                                                                                                                                                                                         | No.                                                                  |

### 13. ENVIRONMENTAL MATTERS

- 13.1 Is there any proposal for any potentially dangerous industrial processes being carried on near the Property? The seller does not know and the buyer should satisfy itself.
- 13.2 Has the Seller complied with the terms and conditions of all applicable laws, orders, notices, directions, treaties and all other compulsory requirements relating to the protection of the environment ? It is believed so.
- 13.3 (a) Has the Property or any land within 500 metres of the Property ever been used for tipping or landfill or the disposal, storage, use, manufacture, treatment, processing or discharge of waste, chemicals or other pollutants, contaminants or other hazardous materials ? Probably - the buyer should make its own enquiries.
- (b) If so, is the Seller aware of any adverse ground conditions or similar problems ? Not on the site.
- 13.4 (a) Has any controlled waste as defined under the provisions of the Environmental Protection Act 1990 or any amending statute ("the Act") been treated, kept, disposed of or deposited on the Property ? Not so far as the seller is aware
- (b) Have any notices been served under the Act ? Ditto.
- (c) Are there any circumstances under which the "Owner for the time being" of the Property could at any time be required to reimburse the relevant authority's costs incurred under the Act ? Ditto.
- (d) Have any abatement notices been served under the Act? Not of which the seller is aware.
- (e) Has a complaint been made by any person to a Magistrates Court under the Act in respect of a statutory nuisance relating to the Property ? The seller is not aware of any.

### 14 VALUE ADDED TAX

- 14.1 Has an election been made to waive exemption from VAT in relation to the Property ? If so, please supply evidence of notification of the election to H.M. Customs and Excise and their acknowledgement. Yes.
- 14.2 (a) Does the Seller intend to charge VAT on this transaction? Yes
- (b) If not, may we amend the contract to provide that the Vendor will not elect to waive exemption from VAT? N/A
- (c) If the Seller does intend to charge VAT on this transaction, will a receipted invoice be handed over on completion? Yes

**15 OCCUPATION AND OWNERSHIP**

- 15.1 Who is - N/A  
(a) in actual occupation;  
(b) in receipt of rents and profits?
- 15.2 What interest does each of these persons have? N/A
- 15.3 If the sale is with vacant possession, has everyone in actual occupation agreed to vacate by completion? Yes.

**16 CONTRACT AND COMPLETION**

- 16.1 Is the Seller ready to exchange contracts? Yes.
- 16.2 Does the sale price exceed the amount secured by all mortgages over the Property ? There is currently no mortgage
- 16.3 What completion date does the Seller suggest ? Please see contract.

**SIGNED**

Harris & Cartwright  
Marlborough House, 7-9 Church Street, Slough,  
Berkshire, SL1 1PQ

42268 Slough (West)

Solicitors for the Buyer  
Reference: 6 SJF R52106/1 Reed  
Date 2. 1. 2001

**SIGNED**

Harris & Cartwright  
Marlborough House 7-9 Church Str  
Slough Berks SL1 1PQ

Solicitors for the Seller  
Reference: 6.NCB.REED  
Date: