

Commercial Property Standard Enquiries

CPSE.2 (version 3.4) Supplemental pre-contract enquiries for property subject to tenancies for commercial use

Conditions

This document may be used free of charge subject to the Conditions set out in *GN/CPSE (version 3.3) Guidance notes on the Commercial Property Standard Enquiries* (www.practicallaw.com/3-628-1672).

Particulars

Seller: REBECCA LOUISE GASTON and ZAC WHARTON

Buyer: TBC

Property: 274-276 Laird Street, BIRKENHEAD, CH41 8EW

Transaction: Sale by Auction

Seller's solicitors: Langleys Solicitors LLP

Buyer's solicitors: TBC

Date:

Interpretation

The section on Interpretation in CPSE.1 is incorporated in this document and the following interpretation also applies:

- **1954 Act:** means the Landlord and Tenant Act 1954.
- **1995 Act:** means the Landlord and Tenant (Covenants) Act 1995.
- **Consent:** refers to an approval, a licence or a permission (whether of the Landlord, any superior landlord or any other person).
- **Landlord:** includes licensor.
- **Let Unit:** means any Lettable Unit which, at the date of the replies to these enquiries, is the subject of at least one current Tenancy

- **Lettable Unit:** means any part of the Property used or intended for separate occupation for commercial (not residential) purposes.
- **Rent:** includes licence fee but does not include service charge or insurance premiums or other sums reserved as rent.
- **Tenancy:** refers to any arrangement for the occupation of any Lettable Unit (whether that is a lease, underlease, licence or an agreement for a lease or licence).
- **Tenancy Documents:** (in relation to each Tenancy) refers to the instrument creating that Tenancy and any of the following that relate to it: charges, mortgages, surrenders, variations, side letters, undertakings, applications, Consents, memoranda, registrations, notices, rent deposit deeds, orders, guarantees, concessions, franchise agreements, counsel's opinions, arbitrators' or experts' decisions.
- **Tenant:** includes subtenant and licensee

Instructions

- Section 1 (enquiries 1-3) relates only to those parts of the Property that are not Let Units.
- Section 2 (enquiries 4-13) relates only to Let Units.

CONTENTS

ENQUIRIES

1.	Voids	4
2.	Common parts	4
3.	Retained parts	4
4.	Basic details of the Tenancies	5
5.	Rent and Rent review	5
6.	Alterations and redecoration.....	7
7.	Enforceability of Tenants' covenants.....	7
8.	Outstanding obligations and variations	8
9.	Rent deposits, guarantees and bonds	8
10.	Service charges and management.....	9
11.	Insurance	11
12.	Termination of Tenancies.....	11
13.	Disputes, complaints and enforcement.....	12

SECTION 1 ENQUIRIES: UNLET PARTS OF THE PROPERTY

1. VOIDS

1.1 Please identify all Lettable Units which are not currently Let Units.

[Insert answer to question here] THERE IS AN AREA ABOVE THE SHOP

NOT CURRENTLY ACCESSIBLE OR IN USE

1.2 In relation to each such Lettable Unit, please explain how any previous Tenancy was ended, why there is no current Tenancy and tell us whether anyone is currently expressing an interest in taking a Tenancy of it.

[Insert answer to question here]

2. COMMON PARTS

2.1 Please identify any areas of the Property which are common parts, being parts which are not Lettable Units and which are intended to be used in common by the occupiers of the Property.

[Insert answer to question here]

2.2 Is use and maintenance of the common parts governed by any arrangements other than the terms of the Tenancies of the Let Units? If so, please provide details.

[Insert answer to question here]

3. RETAINED PARTS

3.1 Please identify any areas of the Property that are neither Lettable Units nor common parts.

[Insert answer to question here]

3.2 Are any of these areas designed or intended for residential use? If so, please specify which.

[Insert answer to question here]

3.3 Are any of these areas occupied and, if so, on what basis?

[Insert answer to question here]

SECTION 2 ENQUIRIES: TENANCIES OF LET UNITS

4. BASIC DETAILS OF THE TENANCIES

- 4.1 If not already supplied, please supply a copy of the Tenancy Documents for each current Tenancy.

[Insert answer to question here] *TENANCY SUPPLIED*

- 4.2 Please supply a schedule of the current Tenancies of all the Let Units, indicating, in relation to each such Tenancy (unless disclosed by the Tenancy Documents supplied)

- (a) the Let Unit that the Tenancy relates to;
- (b) the name of the current Tenant;
- (c) the name of the current occupier;
- (d) the current use;
- (e) whether or not the Tenancy is in writing.

[Insert answer to question here]

- 4.3 Please provide the following information for each current Tenancy:

- (a) details of any informal arrangements with the Tenant that are not disclosed by the Tenancy Documents supplied, including any Consents to the grant of the Tenancy or given under the Tenancy;
- (b) details of any waiver of any of the terms of any of the Tenancy Documents supplied;
- (c) details of any applications for Consent made by the Tenant that are currently being considered.

[Insert answer to question here]

5. RENT AND RENT REVIEW

In relation to each current Tenancy:

- 5.1 Please state:

- (a) the amount of the Rent currently payable;
- (b) whether the Rent is paid in pounds sterling;
- (c) who pays the Rent;
- (d) whether the Rent is paid by banker's order or direct debit; and

- (e) to whom rent demands are sent?

[Insert answer to question here]

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- 5.2 Except where apparent from the Tenancy Documents supplied, please give details of any rent concessions, deferments, abatements, reverse premiums on the grant of a lease and other inducements given.

[Insert answer to question here]

- 5.3 Please supply a schedule of outstanding rent arrears and a record of rent payments over the last three years.

[Insert answer to question here]

- 5.4 Please confirm that:

- (a) any rent reviews have taken place strictly in accordance with the terms of the relevant Tenancy;
- (b) any notices and applications for arbitration or for determination by an expert of any current rent reviews have been made on time; and
- (c) any rent review settlements have been satisfactorily evidenced in accordance with the terms of the relevant Tenancy (or provide details of any settled rent review which has not been evidenced in this way).

[Insert answer to question here]

RENT REVIEWS WERE NOT COMPLETED SINCE 2008

- 5.5 In respect of any rent reviews that are currently being negotiated, please state the present position and provide copies of all notices and correspondence.

[Insert answer to question here]

- 5.6 Except where apparent from the Tenancy Documents supplied:

- (a) has any Tenant made any improvement to the Let Unit which is to be ignored on rent review?
- (b) since the original letting of the Let Unit have there been any alterations to its internal layout or physical arrangement or appearance which might affect the level of rent achievable? and
- (c) are there any other circumstances which any Tenant has claimed have the effect of reducing the rental value of the Let Unit?

[Insert answer to question here]

6. ALTERATIONS AND REDECORATION

In relation to each current Tenancy:

6.1 Please state when redecoration of the Let Unit was last carried out:

- (a) externally; and
- (b) internally?

[Insert answer to question here] *TENANT RESPONSIBLE FOR INTERNAL DECORATION*

6.2 Please give details of any works carried out by the Tenant to the Let Unit since the date of the Tenancy or any agreement for the Tenancy and indicate (in respect of these works) whether they:

- (a) were authorised by a Landlord's licence (where required);
- (b) may qualify for compensation for improvements under Part I of the Landlord and Tenant Act 1927.

[Insert answer to question here]

7. ENFORCEABILITY OF TENANTS' COVENANTS

In relation to each current Tenancy:

7.1 Please state whether it was dated on or after 1 January 1996 and, if so, was granted pursuant to an agreement, an option or a court order made before that date?

[Insert answer to question here]

7.2 Please confirm whether any former Tenants or their guarantors are still liable under any Tenancy by reason of an excluded assignment as defined in section 11 of the 1995 Act?

[Insert answer to question here]

7.3 With reference to section 17 of the 1995 Act please:

- (a) supply full names and current addresses of any persons contingently liable for any fixed charge payable under the Tenancy as defined in section 17;
- (b) provide copies of all section 17 notices which have been issued for claims which remain unpaid; and

- (c) give details of all claims currently outstanding which are required to be the subject of a section 17 notice.

[Insert answer to question here]

- 7.4 Please give details of anyone entitled to claim an overriding lease under section 19 of the 1995 Act and give details of any claim made even if it has been abandoned or withdrawn.

[Insert answer to question here]

8. OUTSTANDING OBLIGATIONS AND VARIATIONS

In relation to each current Tenancy:

- 8.1 Please confirm there are no outstanding obligations on the part of either the Landlord or the Tenant under any agreement for lease under which any Tenancy was granted. If there are such outstanding obligations, please supply details.

[Insert answer to question here]

N/A

- 8.2 Except where apparent from the Tenancy Documents supplied, please give details of any variations to any Tenancy of a Let Unit and when and how they were effected.

[Insert answer to question here]

N/A

9. RENT DEPOSITS, GUARANTEES AND BONDS

In relation to each current Tenancy:

- 9.1 Please give full details of any arrangements under which a sum is deposited by the Tenant as security for, or on account of, payment of Rent or performance of any obligation. Please give details of any claim that has been made under those arrangements or confirm that none has been made.

[Insert answer to question here]

N/A

- 9.2 Except where apparent from the Tenancy Documents supplied, please give details of any guarantees or bonds given by a third party (e.g. a bank) in relation to a Tenant's obligations.

[Insert answer to question here]

N/A

9.3 In relation to all guarantees or bonds given by a third party (e.g. a bank) in relation to a Tenant's obligations, please:

- (a) confirm that no claim has been made under these arrangements; and
- (b) confirm there has been no release or discharge of any such third party, whether expressly or by operation of law.

[Insert answer to question here]

10. SERVICE CHARGES AND MANAGEMENT

10.1 Unless apparent from the Tenancy Documents supplied, what is the service charge accounting period and the estimated annual service charge for the current period for the Property as a whole (not each Lettable Unit)?

[Insert answer to question here]

N/A

10.2 Please give details of the annual service charge (for the Property as a whole) for the last three years (or longer if available) including copies of all certificates, auditors' reports, accounts and other documents relating to its calculation and apportionment.

[Insert answer to question here]

10.3 Please supply:

- (a) a schedule of any services you provide to the Property and a breakdown of the costs of each service;
- (b) details of any sinking fund or reserve account and confirmation whether it is held in a separate trust account; and
- (c) details of any planned maintenance programme and projected expenditure.

[Insert answer to question here]

N/A

10.4 In relation to each Let Unit please state:

- (a) what proportion of the service charge is attributed to that Let Unit and how that proportion is calculated;
- (b) whether there has been any variation of this proportion and whether any is contemplated;
- (c) whether there are any capping or weighting provisions agreed with the Tenants; and
- (d) whether there have been any disputes regarding the proportions payable.

[Insert answer to question here]

- 10.5 Please confirm that if the Property were fully let then the total cost of providing the services would be recoverable from the Tenants of the Let Units. How do you deal with the proportion of service charge attributable to any Lettable Units that are not currently Let Units?

[Insert answer to question here]

- 10.6 If there are service charge arrears for any Let Unit please:

- (a) state what sums are currently due but are unpaid; and
- (b) provide a schedule of all service charge arrears over the past three years.

[Insert answer to question here]

- 10.7 Please give details of any expenditure that has been incurred by you in providing services to the Property since the end of the last service charge year.

[Insert answer to question here]

- 10.8 Except as already disclosed, have there been any complaints or disputes relating to the service charge? If yes, please give details, including in relation to any applications made to the First-tier Tribunal (Property Chamber) (previously called the Leasehold Valuation Tribunal) or to the court in respect of such complaints or disputes.

[Insert answer to question here]

- 10.9 Except as already disclosed, please provide copies of the following:

- (a) any insurance policies and service and maintenance contracts for lifts and plant at the Property;
- (b) any contracts for the provision of cleaning, security and other services at the Property; and
- (c) any contracts for the supply of gas, electricity, oil or other fuel to the Property.

[Insert answer to question here]

- 10.10 Please give details of:

- (a) any managing agents; and
- (b) any permanent staff employed for on-site management of the Property.

[Insert answer to question here]

- 10.11 What regulations have you made for the use and management of the Property that are not set out in the Tenancy Documents supplied?

[Insert answer to question here]

- 10.12 Please supply copies of any correspondence between you and any Tenant in relation to the Control of Asbestos Regulations 2012 or comparable predecessor regulations, together with copies of any surveys or assessments carried out by any Tenant in compliance with those regulations that have been supplied to the Seller.

[Insert answer to question here]

11. INSURANCE

- 11.1 Please state:

- (a) what proportion of the insurance costs for the Property is allocated to each Lettable Unit and how that proportion is calculated;
- (b) whether there has been any variation of this proportion for any Lettable Unit and whether any is contemplated;
- (c) whether there have been any disputes regarding the proportions payable; and
- (d) what sums in respect of insurance costs for the Property are due but currently unpaid.

[Insert answer to question here] INSURANCE SOURCED BY LANDLORD THEN

- 11.2 What, if any, arrangements have been made to exclude the insurer's right of subrogation against any of the Tenants? ^{REIMBURSED BY TENANT}

[Insert answer to question here]

12. TERMINATION OF TENANCIES

In relation to each current Tenancy:

- 12.1 Except where apparent from the Tenancy Documents supplied, please supply a copy of all notices, counter-notices, applications, claims, answers, requests or orders given or made pursuant to the 1954 Act.

[Insert answer to question here]

- 12.2 Have any improvements been carried out to the Property that will be disregarded in assessing the rent payable on a renewal of the Tenancy pursuant to the 1954 Act?

[Insert answer to question here]

- 12.3 Has any Tenant indicated formally or informally an intention to vacate?

[Insert answer to question here]

- 12.4 Are there any negotiations for the surrender, renewal or variation of any Tenancy and have any terms been agreed?

[Insert answer to question here]

13. DISPUTES, COMPLAINTS AND ENFORCEMENT

In relation to each current Tenancy:

Except as already disclosed in replies to CPSE.1, please give details of:

- (a) any disputes or complaints whether or not resolved; and
- (b) any breaches or alleged breaches of covenant including details of any waiver whether express or implied.

[Insert answer to question here]