

PROPERTY ENQUIRIES

Particulars

Property: [INSERT]

Transferring Body: [INSERT NAME OF PCT/SHA]

Recipient Body: [NHS PROPERTY SERVICES LIMITED]

Date: [INSERT]

Interpretation

1. In interpreting these enquiries, the terms set out in the Particulars have the meanings given to them in the Particulars and the following interpretation also applies:

- **Conduits:** means the pipes, wires and cables through which utilities and other services are carried.
- **Lease:** means where the property is leasehold the lease under which the Property is held.
- **Property:** includes any part of it and all buildings and other structures on it.
- **Tenancy Documents:** means the Lease (or licence) of the Property and any documents supplemental to it including agreements for lease, licences, variations, surrenders, side letters, under leases, undertakings, applications for consents, consents, guarantees, rent deposit deeds and rent review memoranda.
- **Tenancy:** refers to each occupation arrangement whether the occupation arrangement is a lease, underlease, licence or other arrangement including those arrangements that are undocumented.
- **Tenant:** includes a subtenant, licensee or other occupier.

- Title Documents: means all title deeds and documents that relate to the Property. Where the Property is registered at the Land Registry the title documents will be up to date official copies of title and title plan and copies of any documents referred to in the official copies. Where the Property is unregistered the title documents will include the “root” conveyance or lease (a conveyance or lease at least 15 years old) and all documents entered into subsequent to that conveyance or lease or referred to in that root document. Where the Property is leasehold copies of all Tenancy Documents will be required.

2. The replies to the enquiries will be given by the Transferring Body and addressed to the Recipient Body.

- References in these enquiries to "you" mean the Transferring Body and to "we" and "us" mean the Recipient Body.
- In replies to the enquiries, references to "you" will be taken to mean the Recipient Body and to "we" and "us" will be taken to mean the Transferring Body.

3. The replies are given without liability on the part of the Transferring Body's solicitors.

4. In replying to these enquiries the Transferring Body understands that it is assumed to have made all reasonable enquiries and inspections in order to properly answer the enquiries but the Transferring Body is not taken to have made up to date searches of the local authority or other competent bodies to which a prudent buyer of the Property would ordinarily have made itself.

5. In replying to each of these enquiries and any supplemental enquiries, the Transferring Body acknowledges that it is required to provide the Recipient Body with copies of all documents and correspondence and to supply all details relevant to the replies, whether or not specifically requested to do so.

6. The Transferring Body confirms that pending transfer, it will notify the Recipient Body on becoming aware of anything which may cause any reply that it has given to these enquiries to materially alter.

7. Where the relevant Property is part of a building, the Transferring Body acknowledges that the replies will be taken to also relate to any area over which the Property has rights.

ENQUIRIES:

<p>1. Title</p> <p>1.1 Please provide complete copies of all Title Documents for the Property.</p> <p>1.2 Has anyone obtained or been refused insurance cover in respect of any defect in title to the Property, including any restrictive covenant or any lost title deed? If so, please provide a copy of such cover.</p> <p>1.3 Please confirm where the original title documents are located.</p>	
<p>2. Boundaries and Extent</p> <p>2.1 In respect of all walls, fences, ditches, hedges or other features (Boundary Features) that form the physical boundaries of the Property are you aware of any discrepancies between the boundaries shown on or referred to in the Title Documents and the Boundary Features?</p> <p>2.2 To whom do the Boundary Features belong if they do not lie wholly within the Property?</p> <p>2.3 Please confirm that you have maintained each Boundary Feature as part of the Property.</p>	
<p>3. Rights benefiting the Property</p> <p>3.1 Are there any covenants, agreements, rights or informal arrangements of any kind (including any which you may be in the course of acquiring) which benefit the</p>	

<p>Property (Rights)?</p> <p>3.2 In respect of any Rights benefiting the Property, and unless apparent from the copy Title Documents supplied, please:</p> <ul style="list-style-type: none">a) if the Right is formally documented, show title and supply copies of all relevant documents, plans and consents;b) if the Right is not formally documented, supply evidence as to entitlement together with a plan showing the area over which the Right is exercised;c) state to what extent any Rights are exercised, whether they are shared and if so by whom;d) state whether they can be terminated and, if so, by whom.	
<p>4. Rights affecting the Property</p> <p>4.1 Are there any covenants, restrictions, agreements, rights or informal arrangements of any kind to which the Property is subject (whether public or private and whether existing or in the course of acquisition) (Adverse Rights)?</p> <p>4.2 In respect of any Adverse Rights to which the Property is subject, and unless apparent from the copy Title Documents supplied, please:</p> <ul style="list-style-type: none">a) give full details and supply copies of all relevant documents, plans and consents;b) state to what extent any Adverse	

<p>Rights have been exercised;</p> <p>c) state who has the benefit of any Adverse Rights;</p> <p>d) state whether any Adverse Rights can be terminated and, if so, by whom;</p> <p>4.3 Unless apparent from the copy Title Documents supplied, does any person use any part of the Property with or without your permission?</p> <p>4.4 Does the Property, or any property over which Rights are enjoyed, include any land that is currently used or has in the past ten years been used by members of the public for recreational purposes, whether with or without your permission?</p>	
<p>5. Access to and from the Property</p> <p>Please confirm that the boundary of the Property immediately adjoins a highway maintainable at public expense at, and for the full width of, each point of access.</p>	
<p>6. Condition</p> <p>6.1 Please provide the most recent 6 facet survey (or equivalent report) in relation to the Property.</p> <p>6.2 Has asbestos been used in the present structures forming part of the Property or of any premises of which the Property forms part, including Conduits, fixtures, plant and equipment?</p> <p>6.3 Has an asbestos survey or assessment been carried out and has it been acted on?</p>	

<p>6.4 Please supply a copy of any written plan and any other records prepared for managing asbestos in the Property.</p> <p>6.5 Please identify on a plan:</p> <ul style="list-style-type: none">a) any buildingsb) any extensions or major alterations to existing buildings, andc) any other major engineering works <p>(which have been erected, made or carried out at the Property within the last 12 years).</p> <p>6.6 In respect of anything identified in reply to enquiry 6.5, please supply copies of any subsisting guarantees, warranties and insurance policies.</p>	
<p>7. Contracts and Services</p> <p>7.1 Please provide details of any supply contracts and any other relevant documents.</p> <p>7.2 Please provide copies of any contracts that relate in any way to the Property, its maintenance, management or to the supply of services carried out from it that will be subsisting post April 2013 (e.g. estate management, hard and soft FM contracts).</p>	
<p>8. IT and Equipment</p> <p>8.1 Please provide details of the following systems and equipment at the Property which are in your ownership:</p> <p>Information technology network including</p>	

server and software, telephony network including switchboard and software, infrastructure services such as air conditioning and medical glasses, but excluding property services such as gas electricity and water, and loose equipment (IT Infrastructure and Equipment).

8.2 Please confirm whether you maintain and repair the IT Infrastructure and Equipment at the Property in your ownership.

8.3 Have you any obligation to maintain repair or replace or otherwise maintained or repaired or replaced any IT Infrastructure and Equipment at the Property which is not in your ownership? If so please provide details and where your obligation is documented please provide a copy of the document containing your obligation.

8.4 Please specify the names of those who use or otherwise benefit from the IT Infrastructure and Equipment at the Property?

8.5 Do any users have any obligation to maintain and repair the IT Infrastructure and Equipment at the Property in your ownership or to contribute towards its repair and maintenance? If so please provide details and where the obligation is documented please provide a copy of the document containing the obligation.

8.6 Does any IT Infrastructure and Equipment connect to or otherwise benefit other sites as well as the Property? If so please provide details including if possible a connections plan.

8.7 Please provide copies of any IT

<p>licences.</p>	
<p>9. Statutory Requirements</p> <p>9.1 Are you aware of any breach of, alleged breach of or any claim under any statutory requirements or byelaws affecting the Property, its current use, the storage of any substance in it or the use of any fixtures, machinery or chattels in it?</p> <p>9.2 Has a Health and Safety file been prepared for the Property? If so, please confirm that it has been compiled and kept up to date in accordance with the Construction (Design and Management) Regulations 2007 or with the Construction (Design and Management) Regulations 1994.</p>	
<p>10. Environmental</p> <p>Please advise of all environmental reports that have been prepared in relation to the Property and indicate where such reports are located.</p>	
<p>11. Insurance and Indemnity Cover</p> <p>11.1 Please give details of the claims history and any outstanding claims in relation to the Property and any equipment in it.</p> <p>11.2 Please provide a copy of the most recent property valuation provided to the NHS Litigation Authority for the purposes of the Property Expense Scheme.</p>	
<p>12. Notices and Disputes</p>	

12.1 Except where details have already been given elsewhere in replies to these enquiries, please supply copies of all notices and any subsequent correspondence that affect the Property and have been given or received by you or (to your knowledge) by any tenant or occupier of the Property.

12.2 Except where details have already been given elsewhere in replies to these enquiries, please give details of any disputes, claims, actions, demands or complaints that are currently outstanding, likely or have arisen in the past and that:

- a) relate to the Property or to any rights enjoyed with the Property or to which the Property is subject; or
- b) affect the Property but relate to property near the Property or any rights enjoyed by such neighbouring property or to which such neighbouring property is subject.

13. Leasehold Enquires

Where the Property is held by the Transferring Body under an existing lease or licence (or informal or undocumented arrangement) the Transferring Body should provide replies to the Leasehold Enquires.

13.1 Please provide the names and current address of:

- a) the current landlord;
- b) all superior landlords;
- c) any continuing guarantor.

13.2 Unless apparent from the Lease, are there any car parking facilities available for your use? If so, please describe them and explain the basis on which they can be used.

13.3 Do you have uninterrupted use of all facilities necessary for the use and enjoyment of the Property?

13.4 Have any works been carried out to the Property:

- a) during the term of the Lease; or
- b) if not more than 21 years ago, during any previous tenancy?

13.5 In respect of any works identified in the reply to enquiry 13.4, please:

- a) supply details of the works;
- b) state whether they were carried out under an obligation to the landlord under the Lease or any previous tenancy; and
- c) supply copies of all notices given or received in connection with the works under the Landlord and Tenant Act 1927 or the Landlord and Tenant (Covenants) Act 1954 (1954 Act).

13.6 Please supply copies of all notices given or received by you under the 1954 Act and all court applications and proceedings.

13.7 Are there any informal arrangements with the landlord that are not disclosed by the Tenancy Documents supplied?

13.8 In respect of the rent currently payable:

- a) how much is it;
- b) has it been paid in accordance with the terms of the Lease;
- c) to whom is it paid;

13.9 Please confirm:

- a) all rent reviews have taken place strictly in accordance with the terms of the Lease;
- b) all review settlements (including those where there has been a nil increase) are satisfactorily evidenced in accordance with the terms of the Lease; and
- c) the position with any current review.

13.10 Except as already disclosed elsewhere in replies to these enquiries, please confirm that:

- a) all covenants, conditions and obligations in the Tenancy Documents, whether on the part of the landlord or the tenant, have been observed, performed and fulfilled in all material respects;
- b) the landlord has never exercised any right of re-entry under the Lease.

13.11 Where the Lease will expire between 1 April 2013 and 1 April 2014 how would you assess the dilapidations, none, low (under £50,000), medium (£50,000 to

<p>£99,999), high (over £100,000) or not applicable?</p> <p>13.12 Please provide details of any future break rights contained in the Lease including the actual break date(s), the notice period that must be given to exercise the break, whether the break right is personal or in any way conditional.</p>	
<p>14. Property subject to Tenancies</p> <p><i>Where a Property is subject to Tenancies the Transferring Body should provide replies to the Property subject to tenancies enquiries.</i></p> <p>14.1 Please identify by reference to a plan any areas of the Property that are intended to be let but which are not currently let, any common parts and any other retained areas.</p> <p>14.2 Who is in actual occupation?</p> <p>14.3 Please supply details of any informal arrangements with any Tenant that are not disclosed by the Tenancy Documents supplied.</p> <p>14.4 Has there been any waiver of any of the terms of any of the Tenancy Documents?</p> <p>14.5 Please give details of any applications for consent by a Tenant that are currently being considered.</p> <p>14.6 In respect of the rent currently payable:</p> <p>a) how much is it;</p>	

- b) who pays it;
- c) is it paid by banker's order or direct debit; and
- d) to whom are rent demands sent?

14.7 Please:

- a) give details of any rent concessions, deferments, abatements and other inducements; and
- b) advise us of the results of any settled rent review.

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

14.9 Please give full details of any arrangements under which a sum is deposited by a Tenant as security for, or on account of, payment of rent or performance of any obligation. Has any claim been made under those arrangements?

14.10 Please supply:

- a) a schedule of any services you provide and a breakdown of the costs of each service;
- b) details of any sinking fund or reserve account; and
- c) details of any planned maintenance programme and projected expenditure.

14.11 In relation to each part of the Property let or intended to be let please state:

- a) what proportion of the service charge is payable and how that proportion is calculated;
- b) whether there are any capping or weighting provisions agreed with any Tenants; and
- c) whether there have been any disputes regarding the proportions payable.

14.12 Have there been any complaints or disputes relating to the service charge?

14.13 Please supply copies of all notices, counter-notices, applications, claims, answers, requests or orders given or made pursuant to the 1954 Act and which are relevant to the current Tenancies.

14.14 Has any Tenant indicated formally an intention to vacate?

14.15 Except as already disclosed in these replies, please give details of:

- a) any disputes or complaints in relation to any current Tenancy, whether or not resolved; and
- b) any breaches or alleged breaches of covenant relating to any Tenancy, including details of any waiver whether express or implied.