

## Short form pre-contract enquiries for bare land



### Conditions

This document may be used free of charge subject to the Conditions set out in Practice note, Conditions for use of agriculture and rural land standard enquiries.

### Particulars

**Seller:** Frances Claire Slee and Janice Margaret Heighway

**Buyer:**

**Property:** 7.07 Acres (2.86 Hectares) of Land at Gamblesby, Penrith, Cumbria (Lot 1)

**Transaction:** Sale

**Seller's solicitors:** Arnison Heelis Solicitors, 1 St. Andrews Place, Penrith, Cumbria CA11 7AW

**Buyer's solicitors:**

**Date:**

### 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:

- **Buyer:** includes tenant and prospective tenant.
- **Conduits:** means the pipes, wires and cables through which utilities and other services are carried.
- **Property:** includes any part of it [and all buildings and other structures on it.]
- **Rights:** means any covenants, agreements, rights, restrictions, or informal arrangements of any kind (including any which are in the course of being acquired).
- **Seller:** includes landlord and prospective landlord.

2. The replies to the enquiries will be given by the Seller and addressed to the Buyer. Unless otherwise agreed in writing, only the Buyer and those acting for it may rely on them.

- References in these enquiries to "**you**" mean the Seller and to "**we**" and "**us**" mean the Buyer.
- In replies to the enquiries, references to "**you**" will be taken to mean the Buyer and to "**we**" and "**us**" will be taken to mean the Seller.

3. The replies are given without liability on the part of the Seller's solicitors, its members or employees.

4. The Buyer acknowledges that even though the Seller will be giving replies to the enquiries, the Buyer should still inspect the Property, have the Property surveyed, investigate title and make all appropriate searches and enquiries of third parties.

**5. In replying to each of these enquiries and any supplemental enquiries, the Seller acknowledges that it is required to provide the Buyer 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 Seller confirms that pending exchange of contracts or, where there is no prior contract, pending completion of the Transaction, it will notify the Buyer on becoming aware of anything which may cause any reply that it has given to these or any supplemental enquiries to be incorrect.

## 1. Boundaries and extent

In this enquiry, "**Boundary Features**" means all walls, fences, ditches, hedges or other features that form the physical boundary of the Property.

- 1.1 Are you aware of any discrepancies between the boundaries referred to in the title deeds and the Boundary Features? No
- 1.2 Have any alterations been made to the position of any Boundary Features during your ownership or, to your knowledge, earlier? No but Countryside Stewardship Grant to repair drystone wall adjacent to lonning will be completed by seller by May 2025
- 1.3 In relation to each of the Boundary Features:
- (a) Which of them have you maintained or regarded as your responsibility? As particulars
  - (b) Are any boundaries shared or maintained? No
- 1.4 [Does any part of the Property lie beneath or above adjoining premises, roads or footpaths?] not to our knowledge
- 1.5 Are there any adjoining or nearby premises or land which you use or occupy in connection with the Property? No

## 2. Rights benefiting the Property

**NOTE:** For the avoidance of doubt, Rights include, but are not limited to, sporting rights, manorial rights, commons rights, rights of light and rights in respect of mines and minerals, including rights of ownership and rights to work minerals.

- 2.1 What Rights does the Property benefit from, other than those which are apparent from the copy documents supplied? None
- 2.2 Please confirm that all terms and conditions relating to the exercise of any Rights which benefit the Property have been complied with. N/A
- 2.3 Please give details of the maintenance (including costs) of any land, Conduits or equipment used in connection with any Rights. N/A

- 2.4 Please give details of any interference with any Rights, whether past, current or threatened. None known
- 2.5 Have you (or, to your knowledge, has any predecessor in title) registered any notices, cautions against first registration or other entries against any other titles at the Land Registry in relation to any Rights which benefit the Property? No
- 2.6 What are the pedestrian and vehicular access routes to and from the Property? Along accommodations linnings as detailed on particulars

2.7 Have you, or to your knowledge has anyone else, applied to modify or discharge any Rights benefitting the Property? No

### 3. Adverse Rights affecting the Property

**NOTE:** For the avoidance of doubt, Adverse Rights include, but are not limited to, sporting rights, manorial rights, rights in respect of chancel repair, commons rights and rights in respect of mines and minerals, including rights of ownership and rights to work minerals.

- 3.1 What Rights is the Property subject to, other than those which are apparent from the copy documents supplied? The Sellers are aware of none but the Property is sold subject to any there may be.
- 3.2 To what extent have the Rights been exercised and by who? None known
- 3.3 Please confirm that all terms and conditions relating to the exercise of any Rights to which the Property is subject have been complied with. N/A
- 3.4 Are there any overriding interests to which the Property is subject? The Sellers are aware of none but the Property is sold subject to any there may be.
- 3.5 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? No
- 3.6 Have you, or to your knowledge has anyone else, applied to modify or discharge any Rights to which the Property is subject? No
- 3.7 Have you suffered any nuisance or damage as a result of the exercise of any Adverse Right? No
- 3.8 Are there any telecommunications or electrical apparatus on the Property, including any electricity substations or telecommunications masts? If so, please supply copies of any relevant documentation. No
- 3.9 Are there any renewable energy installations on the Property (for example, wind turbines, solar panels, biomass boilers or anaerobic digesters)? No
- 3.10 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? No

3.11 Have any statements or declarations been made under section 31(6) of the Highways Act 1980 in relation to rights over the Property? If so, please state the date on which any statement or declaration was deposited and provide copies of any statements and declarations. No

#### 4. Physical condition

4.1 Is the Property now, or has it ever been, affected by any of the following? : No

- (a) subsidence, settlement, landslip or heave;
- (b) defective Conduits, fixtures, plant or equipment;
- (c) any contamination or other infection;
- (d) any invasive plants listed in Part II of Schedule 9 to of the Wildlife and Countryside Act 1981, including without limitation Japanese knotweed (*Fallopia japonica*);
- (e) any other infestation or pest; or injurious weeds, including without limitation wireworm, potato cyst nematode, rhizomania, blackgrass or any other persistent weed;
- (f) flooding or drainage defect.

4.2 Has asbestos, or any other substance known or suspected to be unsuitable for its purpose, unstable or hazardous, been used in, or removed from, the Property? N/A

4.3 Please supply copies of any subsisting guarantees, warranties and/or insurance policies relating to [any buildings erected on, or] major alterations or engineering works carried out at, the Property within the last 12 years. N/A

4.4 Please confirm that all Conduits, [fixtures, plant or equipment] in or serving the Property have been regularly tested and maintained and that all recommended work has been carried out. N/A

4.5 Please provide a plan showing the location of any land drains, cess pools, septic tanks, sewage treatment plants, overflows, soakaways and outfalls and the routes of any linking pipes. Unknown

4.6 Please identify any major engineering works. None

4.7 Has there been any unauthorised waste dumping, fly tipping, burial of animal carcasses, fly grazing or vandalism on the Property or theft from the Property [in the last ten years]? None known about

4.8 [Does the boundary of the Property immediately adjoin a highway maintainable at public expense at, and for the full width of, each point of access?] No

4.9 Are there any barriers to access to the Property that are controlled by a third party? If so, please give details. None known

4.10 If any access from the Property to a public highway is shared with any third party, please give details of the frequency of use of the access by other vehicles. Accommodation Road used by adjacent farmers to access all fields say 5/day

4.11 If the Property has been affected by flooding, then in addition to any details already provided in reply to enquiry 4.1(f), please provide details of the source of the flood, the year (or years) in which it occurred, and whether the flooding is seasonal. None

- 4.12 Are there any pipelines, cables, wires, drains, ditches, under or over ground storage tanks not apparent on physical inspection that could interfere with normal farming operations? None known
- 4.13 Has there been any filling of former excavations or voids on the Property, such as gravel pits, mines or quarries? None known
- 4.14 [Is the Property certified as organic under any organic certification programme? If so, please provide a copy of the current certificate, identify on a plan the organic areas and give details of the farming activities.] No
- 4.15 Has the owner or occupier of any neighbouring premises ever requested or been allowed or been refused access to the Property to carry out repairs, alterations or other works to any neighbouring premises or the Conduits serving them? If so, please give details, including copies of any access orders granted under the Access to Neighbouring Land Act 1992. No

## 5. Fixtures

**NOTE:** For the avoidance of doubt, fixtures include, but are not limited to trees, shrubs, produce, sheds, garden ornaments, gates, water troughs, cattle grids and other items of equipment.

- 5.1 [Please list any items which are currently attached to the structure of the Property in some way (for example, wired, plumbed or bolted) and which you propose removing from the Property prior to completion of the Transaction.] None
- 5.2 [Please confirm that you will make good before completion any damage caused by the removal of any fixtures and fittings.] N/A
- 5.3 [Other than those belonging to an occupational tenant, please confirm that you own all fixtures and fittings that will remain on the Property, free from third party rights.] Yes
- 5.4 [Where there is an existing tenant who will be leaving by completion, please list items that are a tenant's fixtures and will be removed.] None. The Property is sold subject to a Grazing Licence due to expire on 25<sup>th</sup> February 2025.

## 6. Utilities and services

- 6.1 Please list the services available at the Property and confirm which (if any) are connected to the mains, copies or recent bills, and if applicable provide plan of the location of any water meters. Water trough in Western boundary – will need to have a separate meter installed as from roadside water main which also supplies field 0989
- 6.2 Do any parts of the services pass over, under or through any land which is not part of the Property? Yes as above – ownership of field 0989 being retained by seller
- 6.3 If so, please give details of the route and easement, grant, exception reservation, wayleave, licence or consent. TBC????
- 6.4 Please provide copies of the most recent bills for the services referred to at enquiry 6.1 and the location of any water or electricity meters serving the Property. See attached for both fields 0989 and 2685

- 6.5 Please provide copies of any consent or licence relating to any drainage used in respect of the Property or the activities carried on there. N/A
- 6.6 Please provide copies of any licence to abstract water? If applicable how much water is actually abstracted during any one year? Please supply the average amount of water abstracted for each of the last 5 years? N/A
- 6.7 Please provide a plan of any water system that affects the Property. See attached

## **7. Planning and building regulations**

- 7.1 Are you aware of any breach of planning law in relation to the construction, use or occupation of the Property? No
- 7.2 [Is any building or structure on the Property listed under planning law?] N/A
- 7.3 What works have been carried out at the Property during the last four years? No
- 7.4 What changes of use have taken place at the Property during the last ten years? None
- 7.5 What is the existing use of the Property and how is it authorised under planning legislation? Farmland
- 7.6 [Where you or your solicitor have them, please supply copies of all planning documents and all building regulations consents relating to the Property.] N/A
- 7.7 Have you made an application for planning permission which has not yet been determined by the local authority or are there any other planning proceedings currently taking place in relation to the Property? No
- 7.8 What information do you have about any proposals for the development of any adjoining or neighbouring property? None known
- 7.9 [Are you aware of any existing or future Community Infrastructure Levy liability relating to the Property?] N/A

## **8. Statutory agreements and infrastructure**

- 8.1 Are you aware of any outstanding obligations relating to the construction or adoption of the highway, Conduits or any other infrastructure that supplies the Property? No
- 8.2 Are you required to enter into any agreement or obligation with any planning, highway or other public authority or utilities provider? No
- 8.3 Are you aware of anything affecting the Property that is capable of being registered on the Local Land Charges Register but is not so registered? No

## **9. Statutory and other requirements**

- 9.1 Are you aware of any breach of statutory requirements that relate to the Property or its use or occupation? No

9.2 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? No

9.3 Please supply details of any grant made or claimed in respect of the Property, including circumstances in which it may have to be repaid. Countryside Stewardship Capital Grant for repairs to walls adjacent to lanning Work ordered for completion by May 2025 Costs to be paid by seller.

## 10. Environmental

10.1 Where you or your solicitor have them, please supply copies of all environmental and flood risk reports that have been prepared in relation to the Property. None available

10.2 Please supply a copy of all statutory authorisations under all environmental law for the current uses of the Property (if applicable). N/A

10.3 Are there, or have there ever been, any above or below ground bulk storage tanks at the Property? If so, please confirm the contents and age of those tanks (or estimate the age as accurately as possible). None known

10.4 Please confirm that you are not aware of any breach of any environmental law relating to the past or present use or occupation of the Property or for substances in, on, at or under the Property. None known

10.5 Please confirm that you are not aware of any environmental incidents including the leaking or discharging of any substances at the Property or on or at any nearby properties. None Known

10.6 Has the property or has the property had any plant or animal health issues within the last 5 years? If so, are there any outstanding notices against the property in respect of any one of these issues including TB? Is the Property within a badger-controlled area? No

## 11. Occupiers

For the avoidance of doubt, occupiers means but is not limited to family-controlled farming partnerships or companies, beneficiaries under a trust, contract farming arrangements or employees.

11.1 Does anyone apart from you have any right to use or occupy the Property? Yes – under the terms of a Grazing Licence dated 18<sup>th</sup> January 2024.

11.2 If the Property is vacant, when and why did it become vacant? Vacant from 26/02/25

## 12. Notices

Please supply a copy of any notices affecting the Property that you or your predecessors or any tenant or occupier have given or received, and confirm that those notices have been complied with. N/A

## 13. Disputes

13.1 Please provide details of any outstanding complaints or past, current or likely disputes affecting the Property, or its use and occupation. None

13.2 Are you aware of any noise, odour, dust or spray drift or other matter arising from neighbouring land but noticeable on or in the Property? No

13.3 Have there ever been or are there currently any incidents of unauthorised occupation or trespassing on the Property by a third party? If so, please give details.No

#### **14. Farm payments, land management and capital grant schemes**

14.1 Is the Property entered into any farm payment or other environmental land management scheme or capital grant scheme, such as the Basic Payment Scheme (if in Wales), or any other replacement scheme delivering public money for public goods ? Delinked payments and Stewardship scheme as above

14.2 If the answer to clause 14.1 is "yes", please:

- (a) Confirm that all terms of the scheme, including any cross compliance (if in Wales) or replacement general standards of land management, have been complied with. Yes
- (b) Confirm that no conditions are outstanding that may require the repayment of the funds payable under the scheme. Walling works not yet completed
- (c) Confirm that there are no outstanding inspections, penalties or disputes relating to the scheme - Walls could be inspected when completed
- (d) On a plan, specify the areas affected including identifying any areas required to be kept as permanent grassland or other environmental specific area. See plan
- (e) Supply copies of all relevant correspondence including but without limitation to applications, forms, correspondence, statements and payment schedules, or maps. Attached

14.3 Is the Property entered into any woodland grant scheme? If so, please confirm that all the terms and conditions of that scheme have been complied with including but without limitation to all felling licences? No

#### **15. Sporting rights**

15.1 Please confirm that all fishing and sporting rights are in hand and are included in the sale of the Property. If not in hand, please supply copies of any written agreements or a summary of any oral agreements? See entry A3 of the property register to title number CU332820.

15.2 [If a boundary is a stream, please confirm that the fishing rights are included in the sale of the Property.]

#### **16. Insurance**

16.1 Have you ever experienced any difficulty in obtaining insurance cover for the Property including cover for public liability, at normal rates and subject to normal exclusions? No

16.2 Please give details of any outstanding insurance claims in relation to the Property. None

16.3 [If the buildings insurance policy is to remain in place after exchange of contracts, please supply a copy of the policy and schedule of insurance cover.] N/A



**17. SDLT**

17.1 Did you make any application to defer the payment of SDLT, or land transaction tax (LTT) on your acquisition of the property? No

**18. VAT**

18.1 Have you (or a relevant associate within the meaning of paragraph 3 of Schedule 10 to the Value Added Tax Act 1994 (VATA 1994) or a relevant group member for the purposes of paragraph 21 of Schedule 10 to the VATA 1994) made a valid option to tax (under paragraph 2 or 21 of Schedule 10 to the VATA 1994) for the purpose of VAT in respect of the Property, or is the sale otherwise subject to VAT? No

18.2 Please confirm that you, a relevant associate (within the meaning of paragraph 3 of Schedule 10 to the VATA 1994) and/or a relevant group member (within the meaning of paragraph 21 of Schedule 10 to the VATA 1994) will not make an option to tax (under paragraph 2 or 21 of Schedule 10 to the VATA 1994) in relation to the Property before Completion? [Note If any deposit is to be paid as agent (rather than stakeholder), this date needs to be the date of exchange of contracts]. Confirmed

**19. [Capital Allowances**

19.1 Have you claimed capital allowances on plant or machinery fixtures or allocated any expenditure on such fixtures to a capital allowances pool? No

# Charges this bill

For 408 Trough, Gamblesby, PENRITH, CA10 1DU

## Water charges

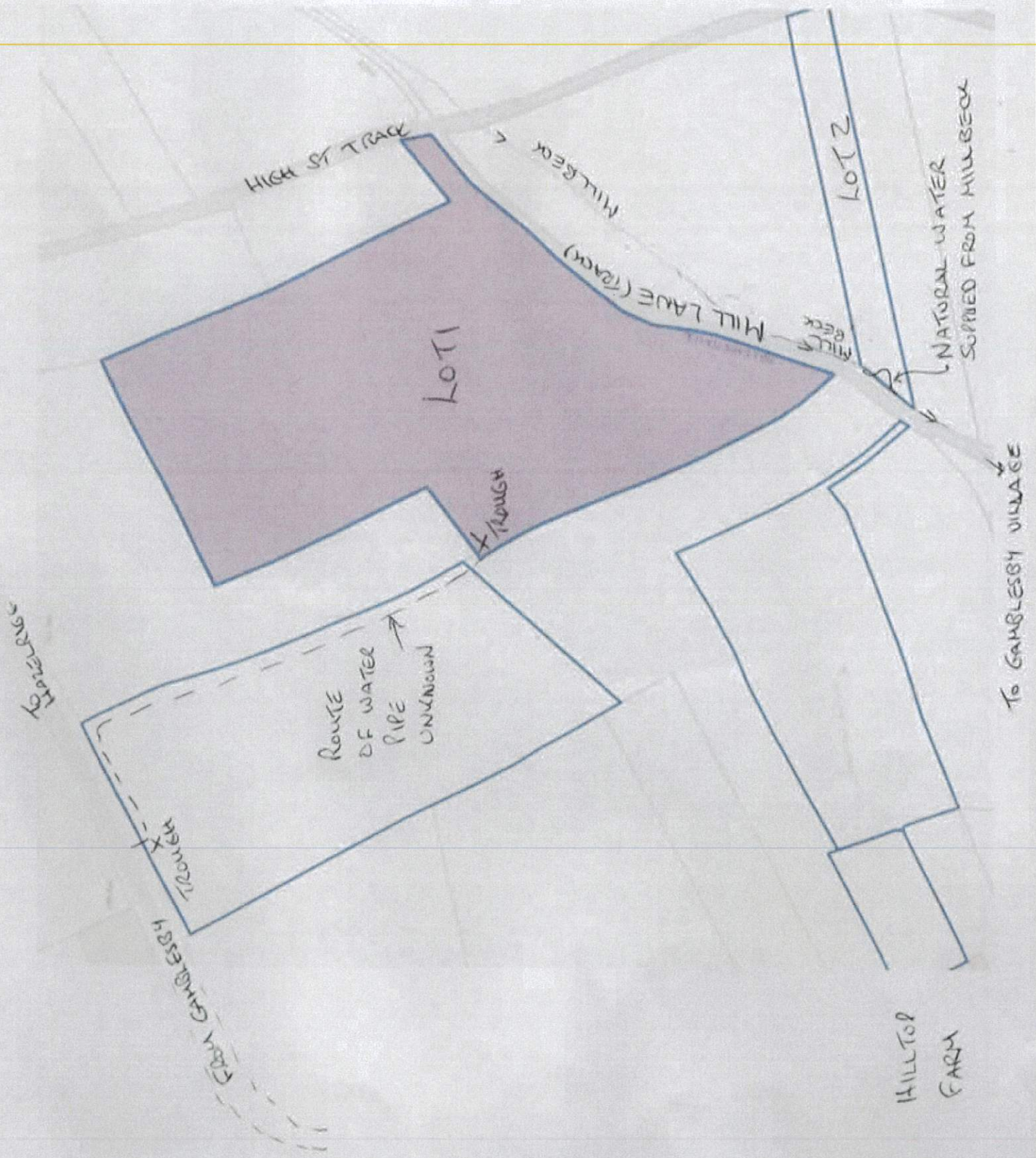


	Reading	Read On	Used	Rate	Charge
Metered Potable Water Supply Point Fixed Charges			28 Days	0.0280/Days	£0.78
Water Retail Charge			28 Days	0.1437/Days	£4.02
Metered Potable Water Supply Point Fixed Charges			28 Days	0.0280/Days	£0.78
Water Retail Charge			28 Days	0.1437/Days	£4.02
Metered Potable Water Supply Point Fixed Charges			64 Days	0.0292/Days	£1.87
Water Retail Charge			64 Days	0.1501/Days	£9.61
Metered Potable Water Supply Point Fixed Charges			64 Days	0.0292/Days	£1.87
Water Retail Charge			64 Days	0.1501/Days	£9.61
Meter: 05A081932 Size:20 mm					
Metered Potable Water Meter Fixed Charges			28 Days	0.0440/Days	£1.23
Metered Potable Water Block Tariff	2933 E 3069 A	04/03/24 19/04/24	82.78 m <sup>3</sup>	1.9082/m <sup>3</sup>	£157.97
Metered Potable Water Block Tariff	2933 E 3069 A	04/03/24 19/04/24	53.22 m <sup>3</sup>	2.0722/m <sup>3</sup>	£110.28
Metered Potable Water Meter Fixed Charges			64 Days	0.0395/Days	£2.53
Metered Potable Water Block Tariff	3069 A 3119 A	19/04/24 04/06/24	50.00 m <sup>3</sup>	2.0722/m <sup>3</sup>	£103.61
Meter: C10AB000444 Size:12 mm					
Metered Potable Water Meter Fixed Charges			28 Days	0.0434/Days	£1.22
Metered Potable Water Block Tariff	141 E 144 A	04/03/24 19/04/24	1.83 m <sup>3</sup>	1.9082/m <sup>3</sup>	£3.48
Metered Potable Water Block Tariff	141 E 144 A	04/03/24 19/04/24	1.17 m <sup>3</sup>	2.0722/m <sup>3</sup>	£2.43
Metered Potable Water Meter Fixed Charges			64 Days	0.0395/Days	£2.53
Metered Potable Water Block Tariff	144 A 146 E	19/04/24 04/06/24	2.00 m <sup>3</sup>	2.0722/m <sup>3</sup>	£4.14
<b>Total Water charges</b>					<b>£421.98</b>

2014/07/23 0620 - WebSelfServe

0100230897 10180

TROUGH IN FIELDS  
0989 6 2685



GOV.UK – Rural Payments

# Parcel details

N&J GREENOP

This is a summary of the land parcel information Rural Payments currently holds for this land.

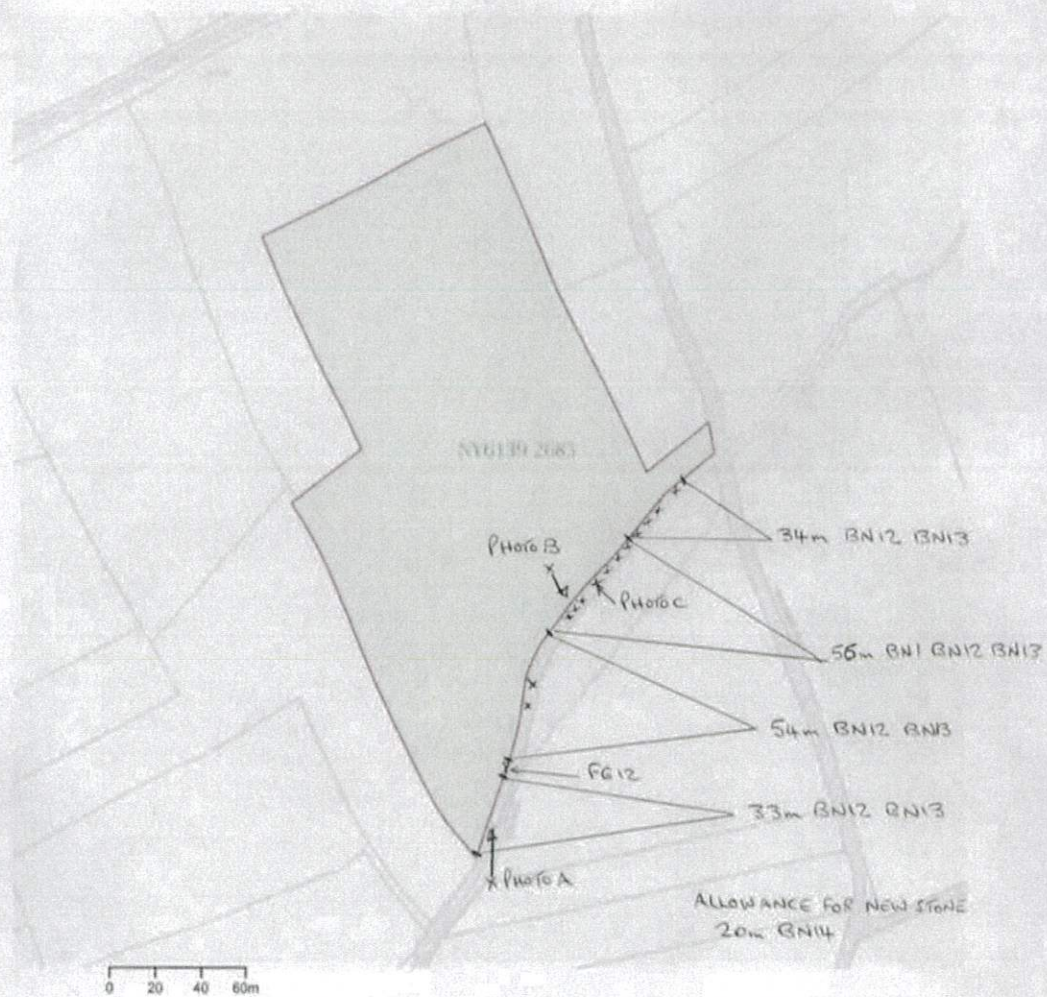
SBI 106275871

APPLICATION YEAR 2021

Parcel ID: NY6139 2685

### Summary

BPS eligible area (ha)	2.86
Total area (ha)	2.86



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PHOTOGRAPH A – From lonning South end of field looking North



PHOTOGRAPH B – Section of wall from field above stone faced bank



PHOTOGRAPH C – Section of stone bank with wall above then from lonning