

Agriculture and rural land standard enquiries

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Particulars

Seller: Clive Dennis Thomas, Pauline Margaret Thomas and Gwendoline Margaret Thomas (acting by her Attorney Clive Dennis Thomas)

Buyer:

Property: Lot 1 Lower Ailey, Kinnersley, Hereford, HR3 6PA

Transaction: Sale by Formal Tender

Seller's solicitors: Gabbs Solicitors, 1-2 Chancery Lane, Hay-on-Wye, Hereford, HR3 5DJ

Buyer's solicitors:

Date: 19th June 2020

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.
- **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.

ENQUIRIES

1. BOUNDARIES AND EXTENT

NOTE: Some of these enquiries require the production of a plan. It is preferable to produce a single plan showing all the matters requested.

1.1 In respect of all walls, fences, ditches, hedges or other features (**Boundary Features**) that form the physical boundaries of the Property:

(a) are you aware of any discrepancies between the boundaries shown on or referred to in the title deeds and the Boundary Features; and

There will be a new boundary between the Property and Sunny Cottage (Lot 4) which is pegged out on the ground and is apparent from the attached plan of the land comprising Lot 4.

(b) have any alterations been made to the position of any Boundary Features during your ownership or, to your knowledge, earlier?

No – save as in (a) above

1.2 To whom do the Boundary Features belong if they do not lie wholly within the Property?

The Sellers have cut their side of boundary hedges; the new boundary fence to be erected between the Property and Sunny Cottage will be the responsibility of the adjoining owner

1.3 In relation to each of the Boundary Features:

(a) have you maintained it or regarded it as your responsibility;

(b) has someone else maintained it or regarded it as their responsibility; or

(c) have you treated it as a party structure or jointly repaired or maintained it with someone else?

See 1.2 above

1.4 Please supply a copy of any agreement for the maintenance of any of the Boundary Features.

None

1.5 Please supply details relating to access or use of any parts of the Property that are situated beneath or above adjoining premises, roads or footpaths and show them on a plan and supply copies of any relevant licences for projections.

Not applicable

1.6 Are there any adjoining or nearby premises or land which you use or occupy in connection with the Property?

The land is currently farmed by the Sellers as part of Lower Ailey farm

1.7 If the answer to enquiry 1.6 is “yes”, please:

- (a) provide a plan showing the area occupied;
- (b) provide evidence of the basis of such occupation; and
- (c) state when such occupation commenced.

The farm includes, inter alia, the rest of the land within title HE7812.

1.8 Please supply a plan showing any parts of adjoining premises that are situated beneath or above the Property, details relating to access or use and copies of any relevant documents.

Not applicable

1.9 If the boundaries of the Property are not identified by existing walls, fences, ditches, hedges or watercourses, please give details of how such boundaries are identified (for example, by stakes).

They are all identified by existing structures save for the new boundary with Sunny Cottage which is pegged out

2. PARTY WALLS

In respect of any party structures which form part of the Property and also in respect of any works of the kind which require notices to be served under the Party Wall etc. Act 1996 (**1996 Act**) please:

- (a) confirm that there have been no breaches of the 1996 Act or any earlier legislation governing party structures;
- (b) supply copies of any notices, counter-notices, awards and agreements relating to party structures, whether made under the 1996 Act or otherwise; and
- (c) confirm that there have been no breaches of any of the terms, notices, counter-notices, awards or agreements.

Not applicable

3. RIGHTS BENEFITTING 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.

3.1 Unless apparent from the copy documents supplied, 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 Property (**Rights**)?

Subject to the installation of a sub-meter, the purchaser will be granted the right to continue to use the private water supply from the borehole on Lower Ailey farm for a period of 12 months following the completion date at a rate equivalent to that charged by Welsh Water , but will only be permitted to draw water between the hours of 9.00pm and 5. 00am.The supply will be disconnected after 12 months.

3.2 In respect of any Rights benefiting the Property, and unless apparent from the copy documents supplied, please:

(a) if the Right is formally documented, show title and supply copies of all relevant documents, plans and consents;

This will be included in the Transfer to the purchaser

(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;

Not applicable

(c) state to what extent any Rights are exercised, whether they are shared and if so by whom;

Lots 2, 3 and 4 will also be granted the right to take a supply of water for a period of 12 months following the completion

(d) state whether they can be terminated and, if so, by whom;

The rights will be terminated after 12 months

(e) state who owns and/or occupies the land over which any Rights are exercisable;

The Seller

(f) give details of the maintenance (including costs) of any land, Conduits or equipment used in connection with any Rights;

Not applicable

(g) give details of any interference with any Rights, whether past, current or threatened; and

None

(h) confirm that all terms and conditions relating to the exercise of any Rights have been complied with or, if they have not, give details.

Not applicable

3.3 Have you (or, to your knowledge, has any predecessor in title):

(a) registered against any other titles at the Land Registry any unilateral notices to protect the priority of any of the Rights revealed in response to enquiry 3.1; or

(b) registered any cautions against first registration in respect of any of the Rights revealed in response to enquiry 3.1?

No not applicable

4. 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.

4.1 Unless apparent from the copy documents supplied, 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**)?

None to the Sellers' knowledge but the sale is subject to any there may be

4.2 In respect of any Adverse Rights to which the Property is subject, and unless apparent from the copy documents supplied, please:

- (a) give full details and supply copies of all relevant documents, plans and consents;
- (b) state to what extent any Adverse Rights have been exercised;
- (c) state who has the benefit of any Adverse Rights;
- (d) state whether any Adverse Rights can be terminated and, if so, by whom;
- (e) give details of the maintenance (including costs) of any land, Conduits or equipment used in connection with any Adverse Rights; and
- (f) confirm that all terms and conditions relating to the exercise of any Adverse Rights have been complied with or, if they have not, give details.

Not applicable

4.3 Unless apparent from the copy documents supplied, does any person use any part of the Property with or without your permission?

No

4.4 Have you, or to your knowledge has anyone else, applied to have any restrictive covenant affecting the Property modified or discharged?

No

4.5 Unless full details appear from the copy documents already supplied, please supply details of any interests to which the Property is subject under Schedules 1, 3 or 12 to the Land Registration Act 2002.

The Seller is not aware of any save as disclosed or apparent on inspection

4.6 For the purposes of Part I of the Countryside and Rights of Way Act 2000:

(a) is the Property "access land" within the meaning of section 1(1) of that Act;

No

(b) if the answer to enquiry 4.6(a) is "no", are you aware of anything that might result in the Property becoming "access land"; and

No

(c) if the answer to enquiry 4.6(a) is "yes", are there any exclusions or restrictions in force under Chapter II of Part I of the Countryside and Rights of Way Act 2000 and please describe, plotting on a plan as necessary, the extent and usage of any access rights under the Countryside and Rights of Way Act 2000; and

(d) are there on the Property any areas of excepted land under Part 1 of Schedule 1 to the Countryside and Rights of Way Act 2000? If so, please show on a plan.

No

4.7 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

4.8 Is any part of the Property subject to coastal access rights under Part 9 of the Marine and Coastal Access Act 2009?

No

4.9 Are you aware of any public rights of way claimed or exercised, or any reason for the modification of the existing rights over the Property or along its boundaries, including those in the course of being incorporated in the Definitive Map and including any ancient highways and green lanes? If so, please provide full details including indicating these rights on a plan.

4.10 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.

Not to the Sellers' knowledge

4.11 Have you suffered any nuisance or damage as a result of the exercise of any Adverse Rights?

No

5. TITLE POLICIES

5.1 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

5.2 If insurance cover has been obtained, please:

- (a)** supply copies of all policy documents including the proposal form;
- (b)** confirm that the conditions of all such policies have been complied with; and
- (c)** give details of any claims made and supply copies of all relevant correspondence and documents.

5.3 If insurance cover has been refused, please give details and supply copies of all relevant correspondence and documents.

6. ACCESS TO NEIGHBOURING LAND

6.1 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 (**1992 Act**).

No

6.2 Have you or, to your knowledge, has any previous owner or occupier of the Property ever requested or been allowed or been refused access to neighbouring premises to carry out repairs, alterations or other works to the Property or the Conduits serving it? If so, please give details, including copies of any access orders granted under the 1992 Act.

No

7. ACCESS TO AND FROM THE PROPERTY

7.1 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?

7.2 Are there any barriers to access to the Property that are controlled by a third party? If so, please give details

No.

7.3 Please provide a plan showing all the access routes to the Property.

Attached plan shows the location of gates

7.4 If there is a right of way for the benefit of the Property over neighbouring land, please explain on what terms it is exercisable, including details of any restrictions on the type or size of vehicles using the access and any termination rights.

None

7.5 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.

Not applicable

8. PHYSICAL CONDITION

8.1 If the Property has been affected by any of the following, please supply details:

- (a) structural or inherent defects;
- (b) subsidence, settlement, landslip or heave;
- (c) defective Conduits, fixtures, plant or equipment;
- (d) rising damp, rot, any fungal or other infection or any infestation; or
- (e) flooding.

**The anaerobic digester and associated apparatus is not complete and the Purchaser must rely on his own inspections and investigations. The Sellers cannot give any warranty as to its condition.
The bottom section of this Lot does flood when the river Wye rises**

8.2 Is the Seller aware of any Green Deal Plan affecting the Property (whether entered into by the Seller, any predecessor in title, or any previous or current tenant or occupier)? If yes, please supply a copy of the relevant documentation.

No

8.3 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?

No

8.4 Please supply a copy of the most recent survey or assessment carried out in relation to the Property (whether by the Seller or by any other person) for the purposes of complying with regulation 4 of the Control of Asbestos Regulations 2012 (or any previous Control of Asbestos Regulations) or advise us when and where it can be inspected.

None

8.5 Please supply a copy of the written plan and any other records prepared for managing asbestos in the Property or in any premises of which the Property forms part, or advise us when and where they can be inspected.

Not applicable

8.6 Has any substance (other than asbestos) known or suspected to be unsuitable for its purpose, unstable or hazardous, been used in the present structures forming part of the Property, including Conduits, fixtures, plant and equipment?

Not to the Sellers' knowledge but the Purchaser must rely on his own inspection and survey

8.7 Has any asbestos, or any other substance known or suspected to be unsuitable for its purpose, unstable or hazardous, been removed from the Property in the past?

No

8.8 Please identify:

- (a) any buildings;
- (b) any extensions or major alterations to existing buildings; and
- (c) any other major engineering works

which have been erected, made or carried out at the Property within the last 12 years.

Anaerobic digester and tanks

8.9 In respect of anything identified in reply to enquiry 8.8, please supply copies of any subsisting guarantees, warranties and insurance policies, for example, a new home warranty such as NHBC.

None - The anaerobic digester and associated apparatus is not complete and the Purchaser must rely on his own inspections and investigations. The Sellers cannot give any warranty as to its condition.

8.10 In respect of all Conduits, fixtures, plant or equipment which will remain part of the Property or which will serve the Property after completion of the Transaction:

- (a) please confirm that they have been regularly tested and maintained;
- (b) please confirm that, so far as you are aware, there are no items requiring significant expenditure within the

next three years;

(c) please supply a copy of the most recent maintenance report relating to each of them and any other service records; and

(d) please supply copies of any subsisting guarantees, warranties and insurance policies.

There are none –please see reply to 8.9 above

8.11 In relation to the guarantees, warranties and insurance policies identified in reply to enquiries 8.9 and 8.10, please confirm that:

(a) all the terms have been complied with;

(b) there have been no claims made under any of them, whether or not those claims are current or have been settled; and

(c) there are no apparent defects in respect of which a claim might arise under them.

Not applicable

8.12 If the Property has been affected by any of the matters listed in enquiry 8.1, then in addition to any details already provided, please:

(a) state when the matter first became apparent; and

(b) provide details of any remedial treatment and copies of any guarantees, warranties, reports and other related documents including, without limitation, timber treatment and damp proofing guarantees.

8.13 If the Property has been affected by flooding, then in addition to any details already provided in reply to enquiry 8.1(e), please provide details of the source of the flood, the year (or years) in which it occurred, and whether the flooding is seasonal.

Seasonal flooding when the River Wye rises affects the bottom part of this Lot

8.14 Have any flood defences been installed on the Property or its boundaries? If so, please specify who was responsible for their installation.

No

8.15 Are you aware that any structure or feature on the Property is designated under the Flood and Water Management Act 2010, or is under consideration for such designation by the relevant authority? If so, please provide details.

No

8.16 Are there any pipelines, cables, wires, drains or ditches not apparent on physical inspection that could interfere with normal farming operations?

No see attached plan showing route of cables

8.17 Has there been any filling of former excavations or voids on the Property, such as gravel pits, mines or quarries? If so please:

No

- (a) give details of the infilling works;
- (b) confirm that no buildings or other structures have been erected on them; and
- (c) provide a plan showing the location of any gravel pits, mines or quarries.

8.18 Since 1 January 2005, have either of the following taken place on the Property:

Only in relation to the AD plant

- (a) electricity rewiring; or
- (b) electrical installation work?

If so, please supply a copy of the certificate issued to confirm that any such rewiring or installation work was carried out in accordance with building regulations.

None available

8.19 Has any part of the electrical installation on the Property been tested? If so, please specify when it was tested and provide copies of any test certificates.

Not applicable

8.20 If there is central heating on the Property please provide details of:

- (a) the type of fuel it uses;
- (b) when it was installed, and provide a copy of the completion certificate or exceptional circumstances form if installed on or after 1 April 2005;
- (c) when it was last serviced, and provide a copy of any service contract; and
- (d) any defects, and confirm that it will be functioning properly on completion.

Not applicable

8.21 Do all gas appliances and associated fittings on the Property comply with the Gas Safety (Installation and Use) Regulations 1998 (SI 1998/2451)?

Not applicable

8.22 If there are any burglar alarms or other security devices fitted to the Property, please confirm that these are included in the sale. If so, please supply details of any applicable guarantee and maintenance agreement and confirm that the burglar alarm or security device is in full working order.

Not applicable

8.23 Have any replacement windows, roof windows, roof lights or glazed doors been installed since 1 April 2002?

Not applicable

8.24 Has there been any unauthorised waste dumping, fly grazing or vandalism on the Property or theft from the Property? If yes, please provide details, including details of how access was gained.

No

9. CONTENTS

9.1 Please list any items which are currently attached to the structure of the Property in some way (e.g. wired, plumbed, bolted) and which you propose removing from the Property prior to completion of the Transaction.

9.2 Please confirm that you will make good before completion any damage caused by the removal of any fixtures and fittings.

9.3 Please list any items (other than those belonging to an occupational tenant) that are not attached to the structure of the Property, and which you propose leaving at the Property after completion of the Transaction.

9.4 In respect of each item listed in reply to enquiry 9.3, please:

(a) confirm that the item is included in the purchase price agreed for the Transaction;

(b) confirm that the item belongs to you free from any claim by any other party; and

(c) supply copies of any subsisting certificates, guarantees and warranties relating to it.

9.5 Please list any item that will remain at the Property after completion but which belongs to any third party other than an occupational tenant (e.g. meters).

9.6 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.

the Sellers will remove all farm machinery and equipment; plant machinery and equipment as detailed in the schedule to the contract is included in the sale; the silage weights (stone bags) and silage covers are not included but are available by separate negotiation

10. UTILITIES AND SERVICES

10.1 Please provide details of the utilities and other services connected to or serving the Property.

Water from a borehole on Lower Ailey farm will continue to be available to the Purchaser for a period of 12 months following completion, between the hours of 9.00pm and 5.00am.(supply to be charged at Welsh Water Authority rates and a sub meter installed) After 12 months this supply will be disconnected and the purchaser must make his own alternative arrangements.

No other services are connected to the Property

10.2 In respect of each utility or service listed in reply to enquiry 10.1, please state:

(a) whether the connection is direct to a mains supply;

(b) whether the connection is metered and if so whether the meter is on the Property and relates only to your use in relation to the Property;

(c) who makes the supply; and

(d) whether the Conduits run directly from a highway maintainable at public expense to the Property without passing through, under or over any other land.

See above

10.3 Has a notification been submitted in relation to the Property pursuant to regulation 3 of the Heat Network (Metering and Billing) Regulations 2014? If so, please supply a copy.

No

10.4 Please provide details of any supply contracts and any other relevant documents.

Not applicable

10.5 Please provide details of any contracts for the supply of services carried out at the Property (e.g. security or cleaning).

None

10.6 In respect of each utility or service listed in reply to enquiry 10.1, please provide a plan showing the routes of the Conduits, the locations of their connections to the mains and the locations of any meters.

Plan enclosed

10.7 In respect of any utility or service listed in reply to enquiry 10.1 that is not connected to the mains, please provide details of how the utility or service is supplied to or serves the Property.

10.8 Has there been any defect in the supply of any utility or service? If so, please provide details.

N/A.

10.9 Is there internet cable and broadband connection available on the Property?

No

10.10 Please supply details of any services to the Property where the use is shared with third parties, including any payments requested or made in relation to them and any disputes about the use of such services.

Water will also be available to Lots 2, 3 and 4 for a period of 12 months following completion.

11. FIRE SAFETY AND MEANS OF ESCAPE

*In this enquiry, **Fire Safety Order 2005** means the Regulatory Reform (Fire Safety) Order 2005 and any regulations made under it.*

11.1 Please advise us where we may inspect any records in relation to the Property, made for the purposes of complying with the Fire Safety Order 2005, including any records of findings following a fire risk assessment of the Property.

Not applicable

11.2 What are the current means of escape from the Property in case of emergency?

Not applicable

11.3 If any current means of emergency escape from the Property passes over any land other than the Property or a public highway please:

(a) provide copies of any agreements that authorise such use;

(b) confirm that all conditions in any such agreements have been complied with; and

(c) provide details of anything that has occurred that may lead to any agreement for means of escape being revoked, terminated or not renewed.

Not applicable

12. PLANNING AND BUILDING REGULATIONS

12.1 Please supply a copy of any planning permission, approval of reserved matters, building regulations approval, building regulations completion certificate, self-certification, listed building consent and conservation area consent which relates to the Property, and of any consent for the display of advertisements at or from the Property (each a **Consent**).

Planning consents as shown in schedule to local search – copies attached

12.2 In respect of any Consents disclosed, please identify:

- (a) those which have been implemented and if so, indicate whether fully or partially;
- (b) those which authorise existing uses and buildings; and
- (c) those which have not yet been implemented but are still capable of implementation.

Planning permission has been obtained for the AD plant but not yet fully completed

12.3 Please supply a copy of any of the following certificates (each a **Certificate**) which relate to the Property:

- (a) established use certificate;
- (b) certificate of lawfulness of existing use or development; and
- (c) certificate of lawfulness of proposed use or development.

None

12.4 How are the existing buildings on the Property authorised if not by a Consent or a Certificate?

See 12.2 above

12.5 How is the existing use of the Property authorised if not by a Consent or a Certificate?

Not applicable

12.6 What is the existing use of the Property, when did it start and has it been continuous since? If there is more than one existing use please specify each use and indicate which are main and which are ancillary, and when each use started.

Mixed farming

12.7 Where the Property is not listed under the Planning (Listed Buildings and Conservation Areas) Act 1990, please provide details of any building works, demolition, mining or other engineering works that have taken place at the Property within the past ten years and confirm that all necessary Consents were obtained for them.

AD plant – see planning consent

12.8 Where the Property is listed under the Planning (Listed Buildings and Conservation Areas) Act 1990, please

provide:

(a) a copy of the listing particulars where available; and

(b) details of any alterations, extensions, other building works, demolition, mining or other engineering works that have taken place at the Property since the date when the Property was listed, and confirm that all necessary Consents were obtained for them.

Not listed

12.9 Have there been any actual or alleged breaches of the conditions and limitations and other terms in any Consents or Certificates?

Not to the sellers' knowledge, but the purchaser must satisfy himself as regards the AD plant

12.10 Is any Consent or Certificate the subject of a challenge in the courts either by way of judicial review or statutory proceedings? If not, is a challenge expected?

No

12.11 Please provide details of any application for a Consent or a Certificate which:

(a) has been made but not yet decided;

(b) has been refused or withdrawn; or

(c) is the subject of an outstanding appeal.

None

12.12 If there is any existing outline planning permission relating to the Property or other planning permission with conditions which need to be satisfied in order for development to proceed, what has been done to obtain approval of reserved matters and/or satisfaction of those conditions?

Not applicable

12.13 Please supply a copy of any letters or notices under planning legislation which have been given or received in relation to the Property.

Sellers not aware of any

12.14 Please confirm that you are not aware of any circumstances by reason of which a planning enforcement order might be made as a result of an apparent breach of planning control that has been deliberately concealed by you or (to your knowledge) any other person.

None known to the Sellers but the purchaser must rely on his inspection and surveys

12.15 Have you notice of any matter, fact or thing that would lead you to believe that the Property or any part of it is to be listed in the local authority's list of assets of community value?

No

12.16 Are there any restrictions on any part of the Property limiting its occupation to agricultural workers? If so:

(a) please give details of the restrictions and the part of the Property to which they relate;

(b) has the affected part of the Property been occupied by a person who was not employed in agriculture; and

(c) please give details of any occupation by a person who was not employed in agriculture, including the dates of their occupation and their type of employment.

Not applicable

12.17 Has an application ever been made for a certificate of lawful use or development in relation to the Property or any part of it?

No

12.18 Are you aware of any proposals for major development in the near vicinity (between 200 metres and 1000 metres) that would affect the use and enjoyment of the Property?

No

12.19 Are any trees on the Property subject to a tree preservation order? If so, have there been any breaches of that order?

No not to the Sellers' knowledge

12.20 Are there any monuments on the Property scheduled under the Ancient Monuments Acts or the Ancient Monuments and Archaeological Areas Act 1979? If so:

(a) please provide copies of any correspondence relating to the scheduling;

(b) please confirm that no works have been carried out since the scheduling; and

(c) if works have been carried out, please give details of the works, and copies of any consent required or details of why consent was not required.

Not applicable

13. STATUTORY AGREEMENTS AND INFRASTRUCTURE

13.1 In relation to any agreements affecting the Property that have been entered into with any planning, highway or other public authority or utilities provider:

(a) please supply details;

(b) confirm that there are no breaches of any of their terms; and

(c) confirm that there are no outstanding obligations under them.

None of which the Sellers are aware

13.2 Are you required to enter into any agreement or obligation with any planning, highway or other public authority or utilities provider?

No

13.3 Are there any proposals relating to planning, compulsory purchase powers, infrastructure (including parking, public transport schemes, road schemes and traffic regulation) or environmental health which, if implemented, would affect the continued use of the Property for its present purposes?

Not to the Sellers' knowledge

13.4 Is there anything affecting the Property that is capable of being registered on the local land charges register but that is not registered?

Not to the Sellers' knowledge

13.5 Please confirm that the Property is not subject to any charge or notice remaining to be complied with.

Confirmed

13.6 Please supply details of any grant made or claimed in respect of the Property, including any circumstances in which any grant may have to be repaid.

None

13.7 Please supply details of any compensation paid or claimed in respect of the Property under any planning legislation or following the exercise of compulsory purchase powers.

None

14. STATUTORY AND OTHER REQUIREMENTS

14.1 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?

No

14.2 Please give details of any notices that require works to be carried out to the Property under any statute, covenant, agreement or otherwise and state to what extent these notices have been complied with.

No notices received by the Sellers

14.3 Other than any already supplied, please provide details of any licences or consents required to authorise any activities currently carried out at the Property, including any required under local legislation.

Sellers not aware of any

14.4 Are you aware, in relation to the Property, of any breach or alleged breach of the Construction (Design and Management) Regulations 1994, 2007 or 2015?

No, but the AD plant is incomplete

14.5 Has a Health and Safety file been prepared for the Property? If so, please:

(a) confirm that it has been compiled and kept up to date in accordance with the Construction (Design and Management) Regulations 1994, 2007 or 2015 (as applicable);

(b) advise when and where it can be inspected; and

(c) confirm that the original will be handed over on completion.

No H&S file

14.6 Have you supplied a valid Energy Performance Certificate (**EPC**) for the Property, or a copy of it, in relation

to the Transaction and, if so, to whom?

No – not required

14.7 If you have not supplied a valid EPC for the Property, please:

- (a) tell us where a valid EPC for the Property can be inspected; or
- (b) explain why no EPC is needed.

Not a residential property

14.8 If the Property contains any air-conditioning, please:

- (a) state when and where the latest inspection report for that air-conditioning system can be inspected; and
- (b) confirm that the original of that inspection report will be handed over on completion.

Not applicable

14.9 Are you aware of any protected species on the Property, such as species of animals, plants or birds protected under the Conservation of Habitats and Species Regulations (SI 2010/490) or the Wildlife and Countryside Act 1981? If so, please give details of the species and its location.

No

14.10 Is the Property subject to any conservation designations, such as a Site of Special Scientific Interest (SSSI), Special Protection Area (SPA), Special Area of Conservation (SCA), nature reserve or Marine Conservation Zone, or any other conservation designations that could restrict the use of the Property for farming? If so, please provide details, including any payments made or to be made in relation to them, and copies of any management agreements and please indicate their location on a plan.

Although the farm does abut aa SSSI at the Sturts

14.11 Is the Property located in an area of outstanding natural beauty or a national park?

No

14.12 Are any hedges on or adjoining the Property protected under the Hedgerows Regulations 1997 (SI 1997/1160)? If so, please give details.

Not to the Sellers' knowledge

14.13 Are there any byelaws that affect the use and enjoyment of the Property? If so, please give details

None known

15. ENVIRONMENTAL

15.1 Please supply a copy of all environmental reports that have been prepared in relation to the Property or indicate where such reports may be inspected.

None in the Sellers' possession although were prepared in relation to the AD plant

15.2 Please supply:

(a) a copy of all licences and authorisations given in relation to the Property under environmental law (including without limitation water abstraction licences) and confirm that the terms of all such licences and authorisations have been complied with; and

None

(b) details of any licences and authorisations for which application has been made but that have not yet been given (including without limitation water abstraction licences).

None

15.3 What (if any) authorisations are required under environmental law for activities currently carried out or processes occurring at the Property, including storage of materials, water abstraction, discharges to sewers or controlled waters, emissions to air and the management of waste?

The purchaser will need to satisfy himself as to the authorisations that may be required if the AD plant is completed and running

15.4 Please give details (so far as the Seller is aware) of:

(a) past and present uses of the Property and of activities carried out there; and

Mixed farming – pasture and arable

(b) the existence of any hazardous substances or contaminative or potentially contaminative material in, on or under the Property, including asbestos or asbestos-containing materials, any known deposits of waste, existing or past storage areas for hazardous or radioactive substances, existing or former storage tanks (whether below or above ground) and any parts of the Property that are or were landfill.

None known – only storage tanks associated with the AD plant

15.5 Please provide full details of any notices, correspondence, legal proceedings, disputes or complaints under environmental law or otherwise relating to real or perceived environmental problems that affect the Property, or which have affected the Property within the last ten years, including any communications relating to the actual or possible presence of contamination at or near the Property.

None

15.6 Please:

(a) provide full details of how any forms of waste or effluent from the Property (including surface water) are disposed of, including copies of any relevant consents, agreements and correspondence;

Drains away on site - piped to a treatment plant lower down the field

(b) provide details of the arrangements for the disposal of slurry and agricultural waste, including any storage, transport or treatment prior to disposal; and

Not applicable

(c) confirm that all forms of waste have been disposed of in accordance with current legislation.

Sellers have no knowledge of any breach

15.7 Please give details of any actual, alleged or potential breaches of environmental law or licences or authorisations and any other environmental problems (including actual or suspected contamination) relating to:

(a) the Property; or

(b) land in the vicinity of the Property that may adversely affect the Property, its use or enjoyment or give rise to any material liability or expenditure on the part of the owner or occupier of the Property.

Sellers not aware of any

15.8 Please provide copies of any insurance policies that specifically provide cover in relation to contamination or other environmental problems affecting the Property. If such insurance cover has at any time been applied for and refused, please provide full details.

None

15.9 Please give details of any actual or suspected migration of contamination or water (including groundwater) pollution to, or from, the Property.

None to the Sellers' knowledge

15.10 Please provide details of any pending variations to existing environmental licences and authorisations.

15.11 Please provide details of any material expenditure on environmental matters that is likely to be required in respect of the Property or its use, such as upgrade works necessary to comply with environmental laws or permits.

The AD plant has yet to be completed

15.12 Is there any farm dump on the Property? If so, please confirm that no waste has been added to the farm dump since 15 May 2006.

No

15.13 If there are any storage facilities for silage, slurry and agricultural fuel oil on the Property, please give details of their age and condition, the results of any inspections, and the dates and extent of any leaks.

Not applicable – the only tanks are associated with the proposed AD plant

15.14 Please provide a plan showing the location on the Property of any storage facilities for silage, slurry and agricultural fuel oil (including any associated pipes and channels), and the location of any dung heap.

Not applicable

15.15 Please confirm that all storage facilities for silage and slurry on the Property will be emptied before completion.

15.16 Please confirm that in the case of the following materials, the storage facilities comply with the requirements of the Water Resources (Control of Pollution) (Silage, Slurry and Agricultural Fuel Oil) (England) Regulations (SI 2010/639), the Water Resources (Control of Pollution) (Silage and Slurry) (Wales) Regulations 2010 (SI 2010/1493) and the Water Resources (Control of Pollution) (Oil Storage) (Wales) Regulations 2016 (SI 2016/359):

- (a) silage made at the Property;
- (b) slurry stored at the Property; and
- (c) fuel oil stored at the Property.

Not applicable

15.17 Has any application been made in relation to the Property for an Environmental Impact Assessment screening decision? If so, please give details, including the outcome.

Not known

15.18 Please confirm that all water abstraction licences in relation to the Property under the Water Resources Act 1991 can and will be assigned to the Buyer on completion.

No

15.19 Please confirm that all the terms and conditions of all water abstraction licences in relation to the Property have been complied with, and will continue to be complied with until completion.

Confirmed

16. OCCUPIERS AND EMPLOYEES

16.1 Please give the names of anyone in actual occupation of the Property or receiving income from it. Except where apparent from the title deeds, please explain what rights or interests they have in the Property.

Part of the Property is currently leased to Lower Ailey Biogas Ltd. It is intended that this lease will be surrendered on or before completion

16.2 Except where apparent from the title deeds or revealed in reply to enquiry 16.1, please state whether any person, apart from you, has or claims to have any right (actual or contingent) to use or occupy the Property or any right to possession of the Property or to any interest in it.

No

16.3 If the Property is vacant, when did it become vacant?

Not applicable

16.4 Is there anyone to whom the Transfer of Undertakings (Protection of Employment) Regulations 2006 will or might apply, who is:

- (a) employed at the Property by you; or
- (b) employed at the Property by someone other than you; or
- (c) is otherwise working at or is providing services at or to the Property?

No

16.5 In respect of each person identified in reply to enquiry 16.4, please provide copies of the current contract of employment, any other contractual documentation and (if applicable) any service occupancy agreement for resident employees.

Not applicable

16.6 Please give the ages of anyone named in reply to enquiry 16.1.

17. INSURANCE

17.1 Have you experienced any difficulty in obtaining insurance cover (including cover for public liability and, where relevant, for loss of rent) for the Property at normal rates and subject only to normal exclusions and excesses?

No

17.2 Please give details of the claims history and any outstanding claims.

17.3 Is there any insurance benefiting the Property, other than buildings insurance and any policy disclosed in reply to enquiry 5.1 (defect in title) or 15.8 (environmental insurance)?

No

18. RATES AND OTHER OUTGOINGS

18.1 What is the rateable value of the Property in respect of non-domestic rates (**business rates**)?

Not applicable

18.2 Please confirm that the Property is not assessed for business rates together with other premises or, if it is, please give details.

Confirmed

18.3 Please provide copies of any communications received in connection with:

- (a) the latest rating revaluation and any returns made; and
- (b) any proposal or pending appeal.

None

18.4 Please give details of:

- (a) any works carried out to, or any change of use of, the Property that may cause the rateable value or council tax band to be revised;
- (b) any application made for the rateable value to be revised; and
- (c) any works carried out to, or any change of use of, the Property that may have caused the Property to become liable to business rates or council tax.

Not applicable

18.5 In the current year what is payable:

- (a) in respect of the Property for business rates;
- (b) in respect of the Property for water rates, sewerage and drainage rates; and
- (c) in respect of each dwelling on the Property for council tax?

Not applicable

18.6 Have you made any claim for void period allowance or for exemption from liability for business rates? If so, please give details.

Not applicable

18.7 Is the Property the subject of transitional charging arrangements? If so, please give details.

No

18.8 Except where apparent from the title deeds, please give details of all outgoing (other than business, water, sewerage and drainage rates, and council tax) payable by the owner or occupier of the Property, and confirm that all payments due to date have been made.

Not applicable

18.9 What is the council tax band for each dwelling on the Property?

Not applicable

19. NOTICES

19.1 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 or any neighbouring property and have been given or received by you or (to your knowledge) by any previous owner, tenant or occupier of the Property.

Sellers not aware of any

19.2 Are you expecting to give or to receive any notice affecting the Property or any neighbouring property?

No

20. DISPUTES

20.1 Except where details have already been given elsewhere in replies to these enquiries, please give details of any disputes, claims, actions, demands or complaints (including without limitation any that relate to Boundary Features) 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;
- (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; or
- (c) relate to the exercise of any Adverse Rights.

None of any of these

20.2 Are you aware of any noise, odour, dust or spray drift arising from neighbouring land but noticeable on or in the Property?

No – but the Property is part of a working farm and the Sellers will continue to farm their retained land

20.3 Have you complained about such noise, odour, dust or spray drift? If so, please give details of the complaint and its outcome.

No

20.4 Have any of your predecessors in title complained about such noise, odour, dust or spray drift? If so, please give details of the complaint and its outcome.

No

20.5 Have there ever been any incidents of unauthorised occupation or trespassing on the Property by a third party? If so, please give details.

No

20.6 Are you aware of any unauthorised occupation on any neighbouring land?

No

20.7 Please give details of any dispute concerning the ownership or operation of any watercourses, drainage channels or ditches on the Property

None.

21. DEFERRED PAYMENT OF SDLT OR LTT

If you have made any application to defer the payment of SDLT or LTT on any contingent, uncertain or unascertained consideration and you are seeking an indemnity from the buyer in respect of the deferred payment:

(a) please provide a copy of the original land transaction return made to HMRC or the WRA and a copy of the certificate issued by HMRC or the WRA certifying that the transaction was notified to them;

(b) please provide a copy of all correspondence with HMRC or the WRA regarding the application to defer the payment of SDLT or LTT;

(c) what is the amount of SDLT or LTT on which payment has been deferred;

(d) when does the period of deferral end; and

(e) has any event occurred that quantifies the amount of the contingent, uncertain or unascertained consideration that would impose an obligation on you to make a further land transaction return to HMRC or the WRA?

Not applicable

22. VALUE ADDED TAX (VAT) REGISTRATION INFORMATION

22.1 Are you registered for VAT?

Yes

22.2 If so, please provide details of your VAT registration number.

133938458

22.3 If you are registered as part of a VAT group, please provide the name of the representative member.

Not applicable

23. TRANSFER OF A BUSINESS AS A GOING CONCERN (TOGC)

Not applicable

23.1 Do you expect the Transaction to be treated as a TOGC and so to be outside the scope of VAT?

If you answered no, please go to enquiry 24 below; otherwise please answer enquiries 23.2–23.5 below.

23.2 Why do you think TOGC treatment will apply?

23.3 Are there any factors (other than those solely within our control) that may affect the availability of this treatment?

23.4 Is the Transaction partly within and partly outside the scope of VAT (being a TOGC)? If so, how do you propose to apportion the price between the two elements?

Not a TOGC

23.5 Is the Property, or any of the buildings or equipment on the Property, a Capital Goods Scheme item? If so, and if the period of adjustment has not yet expired, please supply the following:

(a) the start date of the adjustment period and of any intervals that have started or will start before completion of the Transaction;

(b) the original deductible percentage;

(c) the total input tax attributable to the Property, buildings or equipment (whether or not recoverable) that is subject to adjustment in accordance with the Capital Goods Scheme and the amount of that input tax that has been recovered by you, or by anyone previously responsible for making adjustments during the current period of adjustment; and

(d) details of any adjustment of the input tax recovered in relation to the Property, buildings or equipment by you or anyone previously responsible for making adjustments.

24. OTHER VAT TREATMENT

If and to the extent that the Transaction may not be a TOGC (however unlikely this may be) or TOGC status is not available, will the Transaction (or any part of it) be treated for VAT purposes as:

(a) standard-rated (*if yes, please go to enquiry 25 below*);

(b) exempt (*if yes, please go to enquiry 26 below*);

(c) zero-rated (*if yes, please go to enquiry 27 below*); or

(d) outside the scope of VAT (other than by reason of being a TOGC)? (*if yes, please go to enquiry 28 below*).

25. STANDARD-RATED SUPPLIES

25.1 Why do you think that the Transaction (or any part of it) is standard-rated?

Standard rated on the AD equipment only

25.2 If the Transaction (or any part of it) is compulsorily standard-rated (as the freehold sale of a new or uncompleted building or civil engineering work), please state:

- (a) the date of the certificate of practical completion of the Property (or each relevant part);
- (b) if different, the date on which it was first fully occupied; and
- (c) whether the Property (or any part of it) is not yet completed.

25.3 Have you (or a relevant associate within the meaning of paragraph 3 of Schedule 10 to the Value Added Tax Act 1994) exercised a valid option to tax (within the meaning of Schedule 10 to the Value Added Tax Act 1994) that applies to the Property? If so, please:

- (a) supply a copy of the option to tax and the notice of the option given to HMRC and any notices and correspondence received from HMRC in relation to the option;
- (b) supply a copy of any permission required from HMRC for the option or, where relevant, details of any automatic permission relied upon, and provide confirmation that any conditions for such permission have been satisfied; and
- (c) confirm that the option applies to the whole of the Property and has not been and cannot be disapplied or rendered ineffective for any reason and cannot and will not be revoked.

26. EXEMPT SUPPLIES

26.1 Why do you think the Transaction (or any part of it) will be exempt?

Sale of land

26.2 Does the Transaction involve both standard-rated and exempt supplies? If so, how do you propose to apportion the price between the two elements?

27. ZERO-RATED SUPPLIES

27.1 Why do you think that the Transaction (or any part of it) is zero-rated?

27.2 Does the Transaction involve both standard-rated and zero-rated supplies? If so, how do you propose to apportion the price between the two elements?

28. TRANSACTIONS OUTSIDE THE SCOPE OF VAT (OTHER THAN TOGCS)

28.1 Why do you think that the Transaction (or any part of it) is outside the scope of VAT?

28.2 Is the Transaction partly within and partly outside the scope of VAT (other than by reason of being a TOGC)? If so, how do you propose to apportion the price between the two elements?

29. CAPITAL ALLOWANCES

NOTE: In this enquiry 29 “**plant and machinery fixtures**” means plant and machinery fixtures at the Property

29.1 Do you hold the Property on capital account as an investor/owner-occupier, or on revenue account as a developer/property trader as part of your trading stock? Please specify which.

Capital account

29.2 Have you claimed capital allowances on plant or machinery fixtures or allocated any expenditure on such fixtures to a capital allowances pool? If so, please answer the supplementary questions in enquiry 29.8 in respect of that expenditure.

No

29.3 If you have not pooled any expenditure on plant or machinery fixtures:

(a) will you do so if the Buyer asks you to?

(b) if so, by when?

(c) if not, why not?

29.4 If you bought the Property and cannot pool any expenditure on plant and machinery fixtures:

(a) please provide the name and contact details of everyone who has owned the Property since April 2014;

(b) please provide evidence that the most recent previous owner who was entitled to claim allowances pooled any expenditure on plant and machinery fixtures? Please answer the supplementary questions in enquiry 29.8 in respect of that previous owner's expenditure.

29.5 Please provide details of any plant and machinery fixtures which were paid for by a tenant, including any contributions made by you towards their cost.

29.6 Please provide details of any plant and machinery fixtures which are leased to you by an equipment lessor.

None

29.7 Please provide details of any expenditure on plant and machinery that you have treated as long-life assets, or any expenditure upon which you have claimed another type of capital allowances (for example, industrial buildings allowances, research and development allowances, business premises renovation allowances and so on).

Supplementary enquiries

29.8 For each plant and machinery fixture for which a claim has been made or expenditure has been pooled, please:

(a) provide a description of that fixture;

(b) state when that fixture was acquired;

(c) state whether that fixture was installed by you, or already installed by a previous owner (please specify which);

(d) state the amount of expenditure pooled in respect of that fixture; and

(e) [(where enquiry 29.2 applies) confirm that you will enter into a Capital Allowances Act 2001 section 198 election in that amount (or other appropriate amount, to be agreed) if asked to do so by the Buyer.]

OR

(f) [(where enquiry 29.4 applies) confirm whether the most recent previous owner who was entitled to claim allowances entered into a Capital Allowances Act 2001 section 198 election and, if so, in what amount.]

29.9 Please provide the name and contact details of your capital allowances adviser. Please confirm that we may make contact with him/her in order to obtain information about the matters dealt with in this enquiry 29.

30. DRAINAGE AND WATERCOURSES

30.1 Has the Property has been affected by any drainage defects? If so, please supply details.

No

30.2 In respect of all watercourses (such as streams or rivers) that form the physical boundaries of the Property:

Not applicable

(a) are you aware of any discrepancies between the boundaries shown on or referred to in the title deeds and the watercourses; and

(b) have any alterations been made to the position of any watercourses during your ownership or, to your knowledge, earlier?

30.3 Please indicate on a plan the extent of the watercourses, drainage channels and ditches on the Property.

30.4 In respect of any watercourses or ditches that form the physical boundaries of the Property, please supply a plan showing details of the boundary with the Property: whether this is on the near side or the far side, or in the middle of the watercourse or ditch.

30.5 Please provide details of which watercourses, drainage channels or ditches, if any, have been maintained by the Internal Drainage Board, the Environment Agency or Natural Resources Wales and, if applicable, any drainage rates that are payable.

30.6 Please confirm that watercourses, drainage channels and ditches have been maintained in accordance with the cross compliance conditions and statutory requirements.

31. SEPTIC TANKS AND SEWAGE TREATMENT PLANTS

None

31.1 If the Property is not connected to the public sewer, please provide details about arrangements for drainage and the discharge or emptying of effluent.

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

31.3 Are there any septic tanks or sewage treatment plants, as defined by the Environmental Permitting (England and Wales) Regulations 2016 (*SI 2016/1154*), on the Property that require either authorisation by an environmental permit or registration as an exempt facility? If so, please provide details.

31.4 If there are any septic tanks or sewage treatment plants, were they authorised by an existing permit before 6 April 2010?

32. NITRATE VULNERABLE ZONE (NVZ)

Is any part of the Property designated as a Nitrate Vulnerable Zone (NVZ)? If so:

Yes

(a) please provide copies of all relevant documents including a copy of any water map showing location of surface water, springs, wells and boreholes prepared for the purposes of SMR 1 or compliance with the Nitrates Regulations;

None

(b) please confirm that all records required by the Nitrates Regulations have been kept for the previous five years, including a risk plan, and that these will be handed over on completion;

See records as to spraying within tender pack

(c) please indicate the location of the NVZ on a plan;

The whole of the Lot is within a NVZ

(d) please supply details of fertiliser and manure applied to the Property in the last five years on a field-by-field basis; and

See records within tender pack

(e) are you aware of any breach of the Nitrate Pollution Prevention Regulations 2015 (*SI 2015/669*) in England or the Nitrate Pollution Prevention (Wales) Regulations 2013 (*SI 2013/2506*) in Wales (Nitrates Regulations)? If so, please give details.

No

33. SUGAR BEET CONTRACT

33.1 Do you have the benefit of any sugar beet contract?

33.2 Please provide full details including the relevant tonnage and confirm whether this will be made available to the Buyer on completion.

33.3 Please provide a copy of the sugar beet contract.

Not applicable

34. BASIC PAYMENT SCHEME (BPS)

34.1 Have any claims been made in relation to the Property within the last two years for any direct payments (such as the Basic Payment Scheme (BPS) or the greening payment), whether by you or any tenant, occupier or any other claimant? If so, please specify, for each of the previous two years:

(a) the identities of the claimants; and

(b) the types of direct payment claimed.

BPS has been claimed by the sellers, including for the current year (ending 31/12/2020)

34.2 Where the claim year of your most recent claim will continue after completion, please confirm that you met the criteria for an eligible applicant.

Confirmed

34.3 What value do you apportion to the entitlements?

Entitlements are not included in the sale but may be purchased separately – contact the selling agents, Brightwells

34.4 If you are registered for VAT, please confirm that you will provide on completion a VAT invoice in respect of the Entitlements.

Not applicable

34.5 Please supply copies of the following documents and confirm the originals will be handed over on completion along with a VAT invoice (if applicable) in respect of the entitlements):

- (a) the previous two claims statements and entitlements statement from the Rural Payments Agency or Rural Payments Wales (**Relevant Agency**);
 - (b) the application forms for payment for each of the previous five scheme years;
 - (c) the Relevant Agency's acknowledgement of the application form for the current scheme year;
 - (d) any other forms submitted or received in relation to the BPS;
 - (e) the most recent statement from the Relevant Agency in relation to entitlements or a print-out of the online entitlements data that provides equivalent information about the current position;
 - (f) the number, region and payment value of all entitlements to be included in the sale; and
 - (g) the Rural Land Register maps for the Property or, if not available, the most recent maps produced in relation to direct payments and any correspondence, forms and documentation relating to mapping the Property.
- No

34.6 On a plan please:

- (a) specify which areas of the Property are at your disposal and are eligible hectares for the purposes of the BPS;
- (b) specify which areas of the Property are at your disposal but are not eligible land under the BPS;
- (c) specify which areas of the Property are not at your disposal, and indicate which of those areas would otherwise be eligible land under the BPS;
- (d) identify any areas of the Property that are permanent grassland;
- (e) identify any areas of the Property that are ecological focus areas (EFAs) and provide details of the features; and
- (f) (if the Property falls within more than one entitlements payment region) identify the areas of the Property that fall within each payment region.

34.7 For any areas of the Property not at your disposal, please give details of why they are not at your disposal and provide copies of any agreements with third parties in relation to those areas.

34.8 Please confirm that the number of the entitlements to be included in the sale does not exceed the number of eligible hectares of the Property at your disposal.

34.9 Please specify how many hectares of the Property are arable land for the purposes of the crop diversification and EFA greening requirements.

34.10 If there are at least ten hectares of arable land on the Property, please confirm that:

- (a) the crop diversification greening requirements have been complied with; or
- (b) the crop diversification greening requirements do not apply, and specify the relevant exemption.

34.11 Please provide details of the types of crops grown on the Property during the most recent claim year and the land parcels covered by each crop, and provide copies of pesticide and fertiliser application records for each land parcel, together with seed labels and invoices (or other evidence of cropping) if available.

See records within tender pack

34.12 If there are at least 15 hectares of arable land on the Property, please confirm that:

- (a) the EFA greening requirements have been complied with; or
- (b) the EFA greening requirements do not apply, and specify the relevant exemption.

34.13 Please provide details of any breaches and penalties in relation to either of the following:

- (a) any cross compliance conditions; or
- (b) any greening requirements.

34.14 Please confirm that you have not done any act or thing which would prejudice the transfer of entitlements to the Buyer and that you know of no reason why the transfer might be prejudiced and that you will so warrant in the contract.

34.15 Please confirm that (for England) you claimed in the most recent claim year and the previous claim year against each of the entitlements that you are transferring, and please provide details of which entitlements were activated in which year, or (for Wales) that either you received a Single Payment Scheme payment in 2013 or that you are able to provide evidence to prove that you were farming in 2013 and please provide copies of such evidence.

34.16 Please provide details of all inspections that have been carried out by the Relevant Agency or one of its designated specialist agencies and confirm that there are no appeals pending in relation to them. If there have been any appeals, please provide the details of their outcome.

34.17 Please confirm that you will warrant in the contract that you have fully complied with the cross compliance conditions and greening requirements and will provide the Buyer with an indemnity in respect of that.

34.18 Will you be making the BPS claim in the expected calendar year of completion?

34.19 Do you have any agricultural land, other than land comprised in the Property, that was declared or will be declared in their final BPS claim in relation to the Property?

34.20 Has the Relevant Agency carried out a physical inspection of the Property during your period of ownership? If so, please give details of the outcome, including any mapping discrepancies identified.

35. ENVIRONMENTAL LAND MANAGEMENT SCHEMES AND CAPITAL GRANTS

Is the Property entered into any agri-environment or environmental land management schemes (such as Environmental Stewardship, Countryside Stewardship, the Energy Crops Scheme, Glastir or woodland schemes) or any capital grant schemes (such as woodland, water, hedges and boundaries capital grants)? If yes:

No

- (a) please provide copies of the relevant agreements, rules booklet and any records required to be kept under the schemes;
- (b) please provide details of any derogations from the agreements and copies of any related consents;
- (c) please provide details of any outstanding works and other obligations under any of the agreements and the deadlines for their completion;

(d) please provide details of payments that have been made and payments that are due;

(e) are you aware of any current or historic disputes in relation to any of the agreements and, if so, please provide details; and

(f) are you aware of any breaches of any of the agreements and, if so, please provide details.

36. CROSS COMPLIANCE

36.1 Please confirm that all cross compliance conditions have been complied with in relation to the Property during your period of ownership.

Confirmed

36.2 During your period of ownership of the Property, have there been any intentional or unintentional breaches of cross compliance conditions that have resulted in any reduction of payments? If so, please provide details.

Not to the Sellers' knowledge

36.3 What is your Single Business Identifier?

36.4 Please confirm that you have not carried out any works on the Property that would potentially breach the cross compliance conditions without first making a successful application for the appropriate derogations or exemption, and please provide copies of the applications and responses.

36.5 Please confirm that you have complied with the timetable of key dates set out in the most recent cross compliance handbook.

37. DISEASES, NOXIOUS WEEDS AND PESTS

37.1 Have there been any cases of animals on the Property suffering from any notifiable diseases in the last six years, including without limitation transmissible spongiform encephalopathies (such as mad cow disease or scrapie), foot and mouth disease, blue tongue or Schmallenberg virus? If so, please give the date of the occurrence, details of the extent and the action that was taken.

No

37.2 Are there any animal carcasses buried on the Property? If so, please indicate the location on a plan.

No

37.3 Are you aware of the presence of any of the following on the Property:

(a) injurious weeds listed in the Weeds Act 1959: spear thistle (*Cirsium vulgare*), creeping or field thistle (*Cirsium arvense*), curled dock (*Rumex crispus*), broad-leaved dock (*Rumex obtusifolius*), or common ragwort (*Senecio jacobaea*); or

Some thistles and docks

(b) species of invasive plants listed in Part II of Schedule 9 to of the Wildlife and Countryside Act 1981, including without limitation japanese knotweed (*Fallopia japonica*), giant hogweed (*Heracleum mantegazzianum*) and Himalayan balsam (*Impatiens glandulifera*)?

Sellers are not aware of any of these

37.4 If the answer to enquiry 37.3 is yes, please confirm that the appropriate action has been taken under the

current legislation and codes of practice to eradicate the plant and prevent its spread to adjoining land.

37.5 Has any action ever been taken or any notices served under the Weeds Act 1959?

No

37.6 Is the Property affected by any of the following: wireworm, potato cyst nematode, rhizomania, blackgrass or any other persistent weed?

Not to the sellers' knowledge

38. TELECOMMUNICATIONS AND ELECTRICAL APPARATUS

38.1 Are there any telecommunications or electrical apparatus on the Property, including any electricity substations or telecommunications masts?

No – just cabling in respect of AD plant

38.2 Please provide copies of any agreements.

38.3 If the location of the equipment is not easily identifiable from the agreement, please provide a plan showing the showing the area occupied.

Plan herewith

38.4 In respect of the rent currently payable, insofar as not disclosed by the documents supplied:

- (a) how much is it;
- (b) is it paid in advance or in arrears; and
- (c) have there been any recent rent reviews?

38.5 Is the apparatus shared with any other operator? If so:

- (a) does the operator pay any additional rent to you; and
- (b) please give details, including the names of the providers.

38.6 Are there any outstanding obligations on you or the operator under any agreement?

38.7 Except where details have already been given elsewhere in replies to these enquiries, please give details of:

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

38.8 Please confirm that the telecommunications or electrical apparatus on the Property has been erected with either deemed planning permission under Part 24 of Schedule 2 to the Town and Country Planning (General Permitted Development) Order 1995 (*SI 1995/418*) or with planning permission.

38.9 Has any notice been given to the operator during your period of ownership requiring the alteration of the apparatus? If so, please give details.

38.10 Has any break notice been served under any of the current agreements?

39. RENEWABLE ENERGY

39.1 Are there any renewable energy installations on the Property (for example, wind turbines, solar panels, biomass boilers or anaerobic digesters) (in this enquiry called a “**RE installation**”)?

Yes – partially completed anaerobic digester – see additional sheet of enquires and replies re this AD plant

39.2 If the answer to enquiry 39.1 is “yes”, then please:

- (a) provide a plan showing the location of each RE installation;
- (b) state when each RE installation was installed;
- (c) supply a copy of the planning permission for each RE installation;
- (d) confirm which properties (including the Property) benefit from the renewable energy generated by each RE installation;
- (e) confirm which, if any, RE installation exports electricity to the National Grid; and
- (f) confirm whether each RE installation belongs to the Seller or to a third party.

39.3 Please confirm that RE installations belonging to the Seller will be included in the sale.

39.4 For any RE installation belonging to the Seller that is included in the sale, please:

(a) confirm whether the Seller has the benefit of any warranty or guarantee in respect of the installation works. If so, please supply a copy;

No

(b) confirm whether there is any finance agreement or grid connection agreement relevant to the RE installation. If so, please supply a copy;

No

(c) confirm whether there are any wayleave agreements, deeds of easement or any other agreements granting rights over neighbouring land which relate to the RE installation. If so, please supply a copy;

None

(d) confirm whether the Seller (or its predecessor) received a grant towards the cost of the RE installation. If yes, please supply details of the amount received and confirm that none of the grant is repayable;

No grant

(e) confirm that the RE installation complies with all statutory requirements, operation standards and non-statutory guidance for RE installations of that type;

Not complete

(f) confirm the current rate of any tariff, fee or other payment received by the Seller for the RE installation or the renewable energy generated by it; and

Not applicable

(g) confirm that the Seller will transfer to the Buyer the right to receive all such tariffs, fees and other payments, and indicate how this is to be achieved.

Not applicable

39.5 For any RE installation that belongs to a third party, please:

Copy Lease to Lower Ailey Biogas Ltd is within the tender pack but it is intended that this be surrendered to the Sellers on or before completion

(a) supply a copy of the agreement, lease or other document that records the terms of the permission to place the RE installation on the Property;

- (b) supply a copy of any supplemental documents which vary the terms of that permission;
- (c) confirm that no notice to terminate that permission has been given or received;
- (d) confirm the name of the third party currently entitled to the benefit of that permission;
- (e) confirm whether there are any wayleave agreements, deeds of easement or any other agreements granting rights over neighbouring land which relate to the RE installation. If so, please supply a copy; and
- (f) confirm (if not apparent from the copy documents supplied) who currently receives the tariff or other payments due in respect of the RE installation.

39.6 For all RE installations, please confirm that the installation has been accredited under the relevant scheme (for example, the Renewables Obligation (RO), Contracts for Difference (CFD), Feed-in tariffs (FITs) scheme or Renewable Heat Incentive (RHI)) and provide details, including certification of installation and installer.

Not yet

40. CERTIFICATION SCHEMES AND GENETICALLY MODIFIED CROPS

Not applicable

40.1 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.

40.2 Is the Property in the process of conversion to organic production? If so, please identify on a plan the relevant areas and details of the farming activities.

40.3 Please confirm whether the Property, or any business carried on from the Property, is entered into the Red Tractor Scheme, the RSPCA Assured, the LEAF Marque, the Soil Association Organic Standard Scheme, the Farm Assured Welsh Livestock scheme or any other schemes which cover standards for safety, welfare and environment. If so, please give details.

40.4 Please confirm whether you are aware of any genetically modified crops that are, or have been, grown on the Property or on any neighbouring land.

41. GROWING CROPS

See details within tender pack

Please provide details of:

- (a) the cropping schedule for the current year;
- (b) the fertiliser and spray schedule for the current year; and
- (c) the cropping rotation for the previous six years.

42. ANIMALS

None

Please provide details of any animals to be included in the sale.

43. HOLDOVER

43.1 Will any holdover rights be required on completion?

Yes – until 31st October 2020

43.2 Please indicate on a plan any areas of the Property required for holdover and specify the type of crop and proposed length of time until crops are harvested or removed.

44. VACANT POSSESSION

Will vacant possession of the Property be given on completion?

Yes save for holdover rights for growing crops

45. SHARE FARMING AND CONTRACT FARMING ARRANGEMENTS

Not applicable

Please provide details of any contract farming arrangements, share farming arrangements or partnerships or any agreements sharing the use or storage of any fixture, fixed equipment or machinery which may be included in the sale.

46. TENANCIES

Only the lease to Lower Ailey Biogas Ltd

Please supply copies of any tenancy agreements or details of any third parties' occupancies of any farm buildings.

47. RESERVOIRS

No reservoirs

47.1 Are there any reservoirs on the Property? If so, please:

- (a) indicate their location on a plan;
- (b) provide details of their use and copies of any agreements relating to use;
- (c) provide details of any works carried out in relation to them during your period of ownership;
- (d) confirm whether they are required to be registered and, if so, provide copies of the registration documents; and
- (e) provide copies of any certificates and reports relating to their construction, maintenance, inspection, monitoring, supervision and use.

47.2 Are you aware of any breach of, alleged breach of or any claim under any statutory requirements affecting any reservoir on the Property or the current use of any reservoir on the Property? If so, please provide details.

END OF DOCUMENT

