

Preliminary enquiries on a sale of agricultural
land—freehold and leasehold—short form

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Re: Land at Deerfold Lingen Wigmore (the **Property**)

Seller: Diana Mary Emery and Shirley Jones

Buyer:

1 Extent of the Property

- 1.1 To whom do the boundary walls and fences, hedges and ditches belong? Where the ownership of a boundary is not certain, please state who has maintained it in the past. **The boundary are as per the Land Registry Map.**
- 1.2 Please give details of any disputes regarding the boundaries or their maintenance of which the Seller is aware (whether past, present or potential and whether resolved or not). **No disputes are known.**
- 1.3 Where a river or other watercourse or ditch borders the Property, is the boundary of the Property on the near bank, the far bank or along the middle of the bed? **N/A**

2 Access

- 2.1 Is there direct access from the Property to a public highway without any intervening verges? **No**
- 2.2 Is there a right of access over any private road or path? If so, please supply details. **No**
- 2.3 Has the Seller experienced any difficulty in the exercise of any right of access? Have there been any disputes in connection with the exercise of any right over, or the maintenance of, any access road or paths or the costs of that maintenance? Is the Seller aware of any potential dispute? If so, please give details. **No**
- 2.4 Is the Property crossed by, adjacent to or near public rights of way. If so, what use has been made of those rights of way? **No**
- 2.5 Is any part of the Property subject to any arrangement or agreement for the granting of public access? **No**
- 2.6 Is the Property 'access land' for the purposes of Part I of the Countryside and Rights of Way Act 2000 (**CROWA 2000**)? If so, please identify (by reference to a plan, if required) the extent and usage of any access rights, together with any 'excepted land' exclusions or restrictions as defined or described in CROWA 2000. If the Property is not 'access land', is the Seller aware of anything that might result in the Property being designated accordingly in the future? **No**
- 2.7 Is the Property or any part of it subject to coastal access rights under Part 9 of the Marine and Coastal Access Act 2009? **No**

3 Guarantees and similar documents

- 3.1 Please supply copies of any guarantee, insurance policy, warranty, bond, agreement or other similar document of which the Property has the benefit. **N/A**
- 3.2 Please confirm that, where necessary, the Seller will assign to the Buyer the benefit of any document referred to in enquiry 3.1. **N/A**

4 Services — generally

- 4.1 Does the Property have drainage, water, electricity, telephone and gas services? **Please refer to the title.**
- 4.2 Are these services connected to the mains? **No**
- 4.3 Do any parts of these services (where not part of the mains) pass over, under or through any land not forming part of the Property? If so, please:
- 4.3.1 give details, including copies, of any deeds or documents regarding the right to use the services in question for the benefit of the Property and to have access to maintain or renew them; **Please refer to the title**
- 4.3.2 supply a plan showing the routes of the services; **please refer to the title** and
- 4.3.3 give details of any problems experienced by the Seller or (to the Seller's knowledge) any previous owner or occupier of the Property, in using or maintaining those services, or any disputes (actual or potential) relating to them of which the Seller is aware. **Please see copy correspondence forming part of the auction pack**

5 Drainage and flooding

- 5.1 If the Property is within an Internal Drainage District, please provide details of drainage rates and arrangements with relevant the Internal Drainage Board, the Environment Agency or Natural Resources Wales relating to the ownership and maintenance of drainage ditches. **N/A**
- 5.2 [Please confirm that all the watercourses, drainage channels and ditches have been maintained in accordance with the cross compliance conditions and any other relevant statutory requirements.] **N/A**
- 5.3 Has the Property or any part of it has been affected by flooding? If so, please provide details of the source of the flood and the year(s) (including any specific seasons) in which it occurred. **No**
- 5.4 Have any flood defences been installed on the Property or its boundaries? If so, please identify who was responsible for their installation. **No**
- 5.5 Is the Seller aware of any structure or feature on the Property that is designated under the Flood and Water Management Act 2010, or is under consideration for designation by the relevant authority? If so, please provide details. **Not aware of any**

6 Water supply

- 6.1 Where is the point of connection between the service pipe supplying the Property and the water supplier's main? **Please refer to the title**
- 6.2 Is the water supply metered? **Please refer to the title**
- 6.3 If water is abstracted from any spring, well, borehole, pond or stream:
- 6.3.1 please supply a copy of the abstraction licence. **N/A**

- 6.3.2 has the local authority carried out a risk assessment in respect of the supply to the Property within the last 5 years and if so with what result? **N?A**
- 6.3.3 has the local authority recommended or required any improvements to be made to the supply? **N/A**
- 6.3.4 please confirm that all the terms of any abstraction licence have been observed. **N/a**

7 Planning and use

- 7.1 What is the present use of the Property? Please indicate the basis (eg planning permission or established use), if any, on which this use is authorised and supply documentary evidence if available. **Agricultural land**
- 7.2 Has this use been continuous since it commenced? **Yes**
- 7.3 During the 4 years ending with the date of these enquiries:
- 7.3.1 have there been any additions to or alterations to any building on the Property? If so, please give details. **N/A**
- 7.3.2 have any works of demolition of any buildings or other structures on the Property been carried out? If so, please give details. **N/A**
- 7.3.3 have there been any other building, mining, engineering or other operations in, under or over any part of the Property? If so, please give details. **N/A**
- 7.4 Is the Seller aware of any past, present or likely proceedings in respect of any breach of planning restrictions whether by means of stop notice, enforcement notice, breach of condition notice or otherwise? If so, please give details. **N/A**
- 7.5 Please supply copies of:
- 7.5.1 any planning permission or other consent relating to the construction and use of the Property; **N/A**
- 7.5.2 any planning agreements, obligations and restrictions. **N/A**
- 7.6 Is any part of the Property listed? **N/A**
- 7.7 Is the Property in a conservation area? **N/A**
- 7.8 Is the Seller aware of any house on the Property being restricted under planning legislation to occupation by a person wholly or mainly employed in agriculture? **N/A**
- 7.9 **Schemes or designations**
- 7.9.1 If the land includes any land which is designated as a:
- (a) site of special scientific interest; **No**
 - (b) environmentally sensitive area; **No**
 - (c) nitrate vulnerable zone; **No**
 - (d) any other similar scheme or designation, **No**

please identify the area of land concerned and provide copies of all notifications or management agreements entered into in accordance with that scheme or designation and any other relevant correspondence, together with details of any sums paid or to be paid in connection with the designation or agreement.

7.9.2 Is the Seller aware of any breaches of the scheme or designation? **No**

8 Fixtures, fittings, chattels and other assets

8.1 Please give details of any chattels or fixtures which the Seller proposes to remove from the Property, including:

8.1.1 trees, shrubs, plants and flowers, fruit and vegetables; **No**

8.1.2 greenhouses, garden sheds, outbuildings and ornaments; and **N/A**

8.1.3 staddle stones, stone troughs or other agricultural or ex-agricultural chattels. **N/A**

8.2 Please confirm that the Seller will make good any damage caused as a result of the removal of any of the items mentioned in enquiry 8.1 and that the Seller will leave the Property clean, tidy and clear of all rubbish at completion, by removing old farm machinery and equipment, tyres, plastic sheeting, slurry and all other waste and all other potentially contaminative or polluting items. **Yes**

8.3 Please list any chattels that are to be included in the sale, and provide a proposed apportionment of the price by reference to those chattels. **N/A**

8.4 Please confirm that all fixtures, fittings and chattels included in the sale are owned absolutely by the Seller free from any third party rights. **N/A**

9 Disputes and notices

Please give particulars of any notices whether formal or informal relating to the Property or the neighbourhood within which it is situate, which have been:

9.1 served by the Seller or any predecessors in title; or **No**

9.2 received by the Seller or any predecessors in title. **No**

10 Adverse rights and occupancies

10.1 Please supply full details of all rights known to the Seller to which the Property is subject or will be subject at completion.

10.2 With regard to persons in occupation of the Property: **N/A**

10.2.1 please give the full names of anyone (with ages if under 18) in occupation of any part of the Property whether or not temporarily absent or who are expected at any time in the future to come into occupation of any part of the Property;

10.2.2 for each person, please give full details of the basis on which they occupy or are expected to occupy and of their legal or equitable interest (if any) in the Property;

- 10.2.3 please supply copies of all written tenancy agreements and other deeds or supplemental or relevant documents showing the terms of the letting, and (to the extent that the following are not disclosed by the documents):
- (a) specify the area of the Property affected by each tenancy;
 - (b) specify the nature of the actual use of the tenanted land;
 - (c) supply the date of the start of the current tenancy agreement and, if different, the date on which the tenant first occupied the property or any other property on land belonging to the Seller or any predecessors in title;
 - (d) state the period of the lease;
 - (e) state the fee or rent currently paid, the dates of payment, and whether it is paid in advance or in arrears;
 - (f) state who pays the rent; and
 - (g) specify any other terms of the tenancy known to the Seller;
- 10.2.4 please provide full details of any underletting which has taken place;
- 10.2.5 if a tenant or a subtenant insures the tenanted property please provide full details of the relevant insurance policy;
- 10.2.6 please supply copies of any notices served in relation to tenanted property, any court orders or awards made in relation to tenanted property and any undertakings given by the landlord or the tenant;
- 10.2.7 please provide details of any breaches of any tenancy agreement which have taken place and any dispute which may have arisen in relation to a tenancy or the use or occupation of the property by a tenant;
- 10.2.8 please provide full details of any procedures that have been commenced, or agreement reached, in relation to the review of rent under any tenancy for any present or future period.
- 10.3 Please give details of any other unregistered interests which override first registration or registered dispositions as listed in the Land Registration Act 2002, Schedules 1 and 3 affecting any part of the Property, of which the Seller is aware. **No**
- 10.4 Please provide copies of all wayleave agreements affecting the Property or details where agreements are not available. Please provide details of the amount and date of the last payment received. **No**
- 10.5 Is any part of the Property used, or has it in the past been used by third parties or members of the public in connection with any sports, recreation or pastimes or has it been used as a village green or common land? **No**
- 11 Restrictions**
- 11.1 Please supply details of any covenants or other restrictions affecting the Property including details (if known) of the persons having the right to enforce them. **None save as referred to in the title (if any)**
- 11.2 Is the Seller aware of any breach or alleged breach of those covenants or restrictions? If so, please give details. **No**

11.3 Please give details, with copies of all relevant documents, of all consents or approvals, and of refusals of consents or approvals, in accordance with those covenants or restrictions of which the Seller is aware. **N/A**

11.4 Please give details of any variation, release, waiver or discharge of those covenants or restrictions which has either been obtained or sought, to the Seller's knowledge, including details of any proceedings relating to the variation etc (whether before any relevant tribunal or otherwise). **N/A**

12 Outgoings

Is the Seller aware of any actual or possible chancel repairing liability attaching to any part of the Property? If not, has a search been carried out at the Public Record Office? Is any part of the Property now, or has it in the past been, known as 'glebe' land? If that liability does exist, please give full details of the land affected, the church benefited and whether insurance has been obtained? **No**

13 Environmental matters

13.1 Is the Seller aware of the presence or application of any waste in on or to the Property (including sewage sludge or paper applied in the last 10 years)? If so please give details. **No**

13.2 Is the Property affected by contamination from any substance likely to cause nuisance, pollution of the environment or harm to human health? If so, please give details. **No**

13.3 Please identify the location of any current or historic farm tip, dump or death pit and confirm the current use being made of it. **No**

13.4 Is the Seller aware of any instance of genetically modified crop or organisms being grown or brought onto any part of the Property? **No**

13.5 Does the Property benefit from any organic status or is it currently in organic conversion? **No**

13.6 Are there any storage tanks or slurry lagoons on the Property (whether above or underground)? **No** If so:

13.6.1 are they full or empty?

13.6.2 have there been any spillages or leaks from those tanks?

13.7 Please provide a copy of any asbestos survey that has been carried out in relation to the Property or any part of it and please supply a copy of the written plan and any other records prepared for managing asbestos in or at the Property. **N/A**

13.8 Does the whole or any part of the Property or any land within a mile of the Property comprise a landfill site? **No**

If so, what measures have been taken to close the landfill?

13.9 Is the Property used, or has it been used, for mineral extraction or any industrial or manufacturing process? **No**

13.10 Please supply copies of all reports of any environmental investigations relating to the Property to which the Seller has access. **N/A**

14 VAT

- 14.1 Is the Seller registered for VAT? If so, please provide details of the Seller's VAT registration number. **No**
- 14.2 Is the supply to be standard rated, zero rated or exempt?
- 14.3 If the supply is to be standard rated because the Seller has exercised the option to tax in relation to the Property, please provide a copy of the notice of election given to HM Revenue and Customs.

15 Basic Payment Scheme (BPS)

- 15.1 Has the Seller or any other party submitted a claim for a direct payment (including a greening payment or young farmer payment) under the Basic Payment Scheme (**BPS**) in the current or in the previous 2 calendar years? If so please specify which claims, for which years and provide details of the claimant in each case. **No claim made – N/a**
- 15.2 Who is to submit any claim under the BPS for the calendar year of completion? If it is the Seller, please confirm that they will meet all the eligibility requirements of the BPS.
- 15.3 Please specify:
- 15.3.1 the number, region and payment value of entitlements under the BPS which are to be transferred to the Buyer, and please supply all documents evidencing and supporting this;
 - 15.3.2 the individual payment value of the entitlements;
 - 15.3.3 whether VAT will be payable on the value of the entitlements and, if it is, confirm that a suitable VAT invoice will be provided on completion.
- 15.4 Please supply copies of the following documents and confirm that the originals will be handed over on completion:
- 15.4.1 claims statements and entitlements statement from Rural Payments Wales (**RPW**) for each of the last two years, together with written evidence from RPW confirming the current entitlements position;
 - 15.4.2 application forms under the BPS submitted in the current and in the last 5 years;
 - 15.4.3 the acknowledgement from RPW of the application form for the current scheme year;
 - 15.4.4 any other forms submitted or received in relation to the BPS;
 - 15.4.5 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 the mapping of the Property.
- 15.5 On a plan, please identify the areas of the Property that are:
- 15.5.1 at the Seller's disposal and respectively are, and are not, eligible hectares for the purposes of the BPS;

- 15.5.2 not at the Seller's disposal, and indicate which of them would otherwise be eligible land under the BPS;
- 15.5.3 permanent grassland;
- 15.5.4 ecological focus areas (**EFAs**), and provide details of the features;
- 15.5.5 within different payments regions (if the Property is within more than one entitlements payment region);
- 15.6 For any areas of the Property not at the Seller's disposal, please explain why this is so, and provide copies of any agreements with third parties in relation to those areas.
- 15.7 Please confirm that:
 - 15.7.1 if there are at least 10 hectares of arable land on the Property, the crop diversification greening requirements have been complied with; or
 - 15.7.2 if there are at least 15 hectares of arable land on the Property, the EFA greening requirements have been complied with; or
 - 15.7.3 the relevant greening requirements do not apply (specifying the relevant exemption).
- 15.8 Please provide:
 - 15.8.1 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
 - 15.8.2 copies of full records of cropping, pesticide and fertiliser applications, seed labels, invoices and any other relevant evidence of cropping.
- 15.9 Please confirm that the Seller:
 - 15.9.1 has fully complied with the cross compliance conditions and relevant greening requirements, or if not, please provide details of any breaches and penalties;
 - 15.9.2 has not done any act or thing which would prejudice the transfer of entitlements to the Buyer;
 - 15.9.3 knows of no reason why the transfer might be prejudiced;
 - 15.9.4 the Seller will warrant in the above terms in the sale contract.
- 15.10 Please confirm that the number of the entitlements included in the sale does not exceed the number of eligible hectares of the Property that are at the Seller's disposal.
- 15.11 Have any inspections been carried out on the Property by any agency? If so please provide details 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.
- 15.12 Does the Seller 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?

- 15.13 Has RPW carried out a physical inspection of the Property during the Seller's period of ownership? If so, has there been any correspondence or dispute with RPW over the most recent mapping of the Property? If so please give details.
- 15.14 Have any plant protection products been used on the Property and if so please provide full details.]

16 Rural Development Programme schemes and Capital grants

- 16.1 Is the Property or any part of included in an existing agreement under any Environmental Land Management scheme, Environmental Stewardship, Countryside Stewardship, the Catchment Sensitive Farming Scheme, the Energy Crops Scheme, Glastir, Tir Gofal, or any other agri-environmental scheme or capital grants scheme? **No**
- 16.2 If so please:
- 16.2.1 identify the type of agreement;
- 16.2.2 provide copies of the relevant agreement, along with any supplementary forms, rules booklet, records, correspondence and notices;
- 16.2.3 give details of all payments received and payments which are due under the agreement;
- 16.2.4 give details of any current or historic disputes in relation to any agreement;
- 16.2.5 confirm that there has been full compliance with all the terms of the agreement or, if not, provide details of breaches;
- 16.2.6 confirm the Seller's proposals for the transfer of the agreement to the Buyer and apportionment of payments.

17 Renewables

Are there any wind turbines, solar panels, anaerobic digesters or biomass boilers or other renewable energy installations on the Property? If so please provide details, copies of any relevant contracts, correspondence, notices or any other relevant documentation and confirm whether it will be included in the sale to the Buyer. **No**

18 Sporting and fishing rights

- 18.1 Please confirm that all rights to fish and shoot and take game (including foxes and deer) from the Property are in hand and are not subject to any leases, tenancies or licences, whether formal or informal. Please confirm that they will pass with the Property to the Buyer on completion. **N/A**
- 18.2 Does the Seller have sporting rights over other Property? If so, are those rights registered and do they pass with the Property? **No**
- 18.3 Is the Property affected by, or does it have the benefit of, rights to fish in any water on, passing through or adjacent to the Property? If so, please provide full details. **No**

19 General

- 19.1 Please confirm that the replies to these enquiries have been approved by the Seller after all necessary advice and explanation has been given to the Seller. **Confirmed**
- 19.2 If the property is managed or has been managed during the past six years by agents on behalf of the Seller, please confirm that the replies to these enquiries have been approved by those agents. **N/A**

20 Changes before exchange of contracts

Please confirm that you have advised the Seller of the duty to notify us, through you, of any changes prior to exchange of contracts in circumstances which might lead to a different reply to any of these enquiries were they repeated immediately prior to exchange and confirm that the Seller, through you, will notify us of any changes of which the Seller becomes aware. **Confirmed**