

PCT/SHA ENQUIRIES

Particulars

Transferring Body: [INSERT NAME OF PCT/SHA]

Recipient Body: NHS PROPERTY SERVICES LIMITED

Date: [INSERT]

Interpretation

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

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

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

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

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

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

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

ENQUIRIES:

1. Rights in respect of property

Do you have any right of ownership or co-ownership, right to use, option, right of first refusal, right to receive overage payments or payments under planning legislation (section 106 agreements), contractual right to purchase or lease, or any other legal or equitable right, estate or interest in, or affecting, any land or buildings other than the properties in your ownership which are detailed in the property transfer lists? If so please provide details and copy documentation evidencing such rights.

2. Liabilities in respect of property

2.1 Do you have any liability in respect of any land or buildings previously owned or occupied by you?

2.2 Do you have any liability in respect of any other land or buildings not in your ownership including liability contained in an option, a development or planning agreement or in or in respect of an APMS/provider contract or otherwise?

2.3 Do you have liability for the provision maintenance repair or replacement of any information technology or loose equipment in a property not owned or occupied by yourself?

If the reply to any of the above is 'yes' please provide details and copy of the documentation evidencing the liability.

3. Guarantees and Indemnities

3.1 Have you given any guarantee or indemnity for any liability relating to any property, whether currently or previously owned and/or occupied by you or another? If so please provide details and copy documentation.

3.2 Even where you have not given a written guarantee or indemnity have you:

3.2.1 Paid or otherwise assumed responsibility or liability for rent or other payments in respect of land or buildings not in your ownership; or

3.2.2 Repaired or maintained or otherwise assumed responsibility or liability for the repair and maintenance of land or buildings not in your ownership?

If so please provide details of your liability.