

Contents of Tender Pack

Sale of:

Lots 1 and 2 – Land at Mount Pleasant Farm, Kington, Hereford,

HR5 3HF

Ref: SMO/DUD02723.0001

- 1.** Title Register and Plans for title number HE30930
- 2.** Copy Filed documents:
 - a. Indenture dated 13.02.1906
 - b. Conveyance dated 29.09.1983
 - c. Deed dated 01.05.1986
- 3.** Lot 1:
 - a. Contract;
 - b. Transfer;
 - c. Overage Deed
- 4.** Lot 2:
 - a. Contract;
 - b. Transfer;
 - c. Overage Deed
- 5.** Lots 1 & 2
 - a. Contract;

- b. Transfer;
- c. Overage Deed

6. Replies to Agricultural Enquiries

7. Search Results:

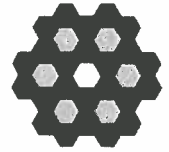
- a. Local Authority
- b. Chancel
- c. Environmental

8. Tender Forms:

- a. Lot 1
- b. Lot 2
- c. Lots 1 & 2

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number HE30930

Edition date 04.04.2013

- This official copy shows the entries on the register of title on 11 DEC 2023 at 13:53:57.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 11 Dec 2023.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Telford Office.

A: Property Register

This register describes the land and estate comprised in the title.

HEREFORDSHIRE

- 1 (28.07.2006) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Mount Pleasant Farm, Kingswood, Kington (HR5 3HF).
- 2 (28.07.2006) The land has the benefit of the rights granted by a Indenture of the land tinted pink on the title plan dated 13 February 1906 made between (1) William Waldy Temple and Bernard Philpin (2) Anthony Temple and Marianne Temple and (3) The Guardians Of The Poor Of The Kington Union.
NOTE: Copy filed.
- 3 (28.07.2006) The land has the benefit of the rights granted by a Conveyance of the land tinted pink and blue on the title plan dated 29 September 1983 made between (1) The County Council Of Hereford & Worcester and (2) Arnold Grafton Mason (Purchaser).
NOTE: Copy filed.
- 4 (12.09.2006) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (04.04.2013) PROPRIETOR: LOUISE LAILA DUDHILL of Mount Pleasant Farm, Kingswood, Kington HR5 3HF.
- 2 (03.10.2006) The price stated to have been paid on 19 September 2006 was £730,000.
- 3 (03.10.2006) The Transfer to a former proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

Title number HE30930

C: Charges Register

This register contains any charges and other matters that affect the land.

1 (28.07.2006) The land is subject to the rights granted by a Deed dated 1 May 1986 made between (1) Arnold Grafton Mason and (2) Welsh Water Authority .

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

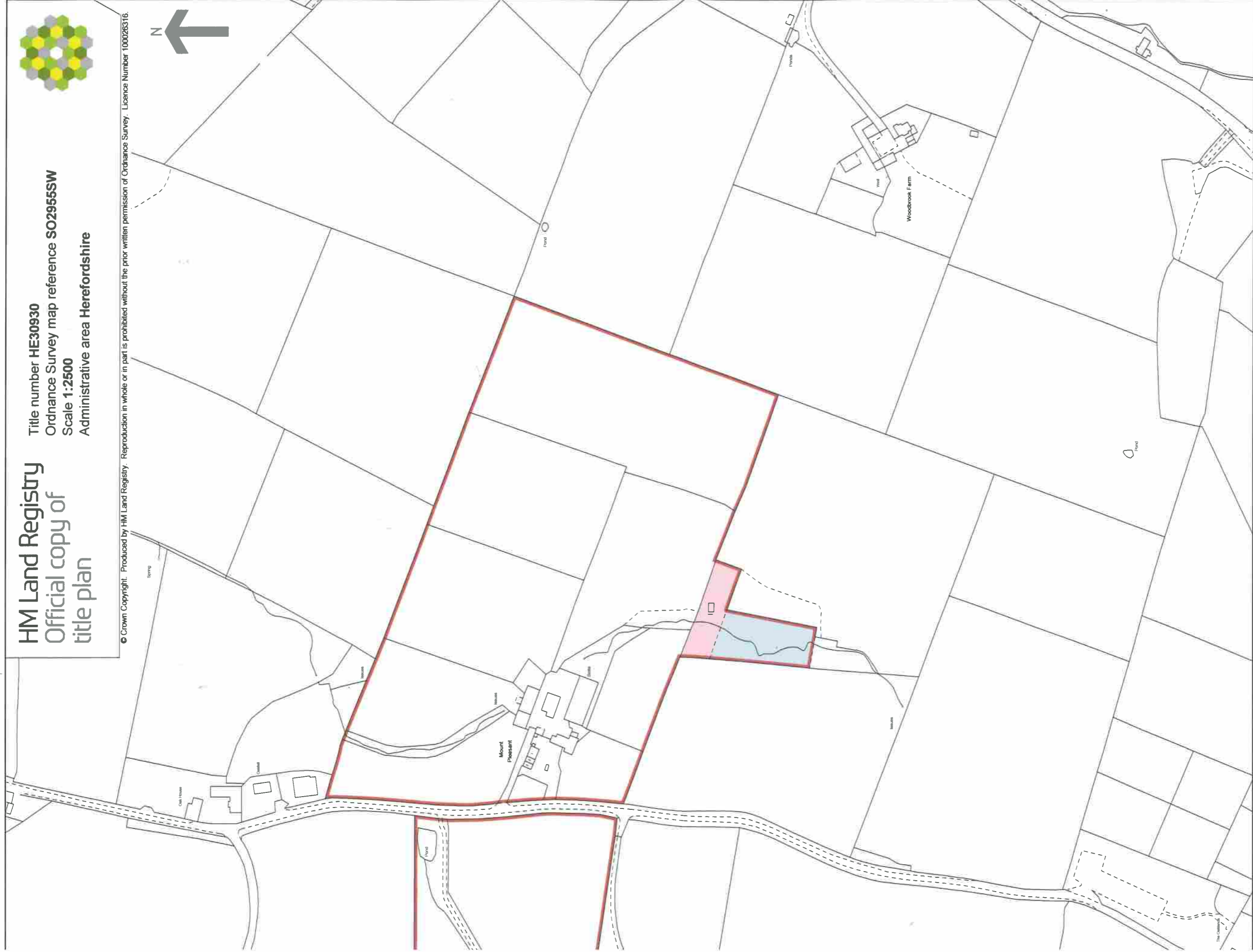
End of register



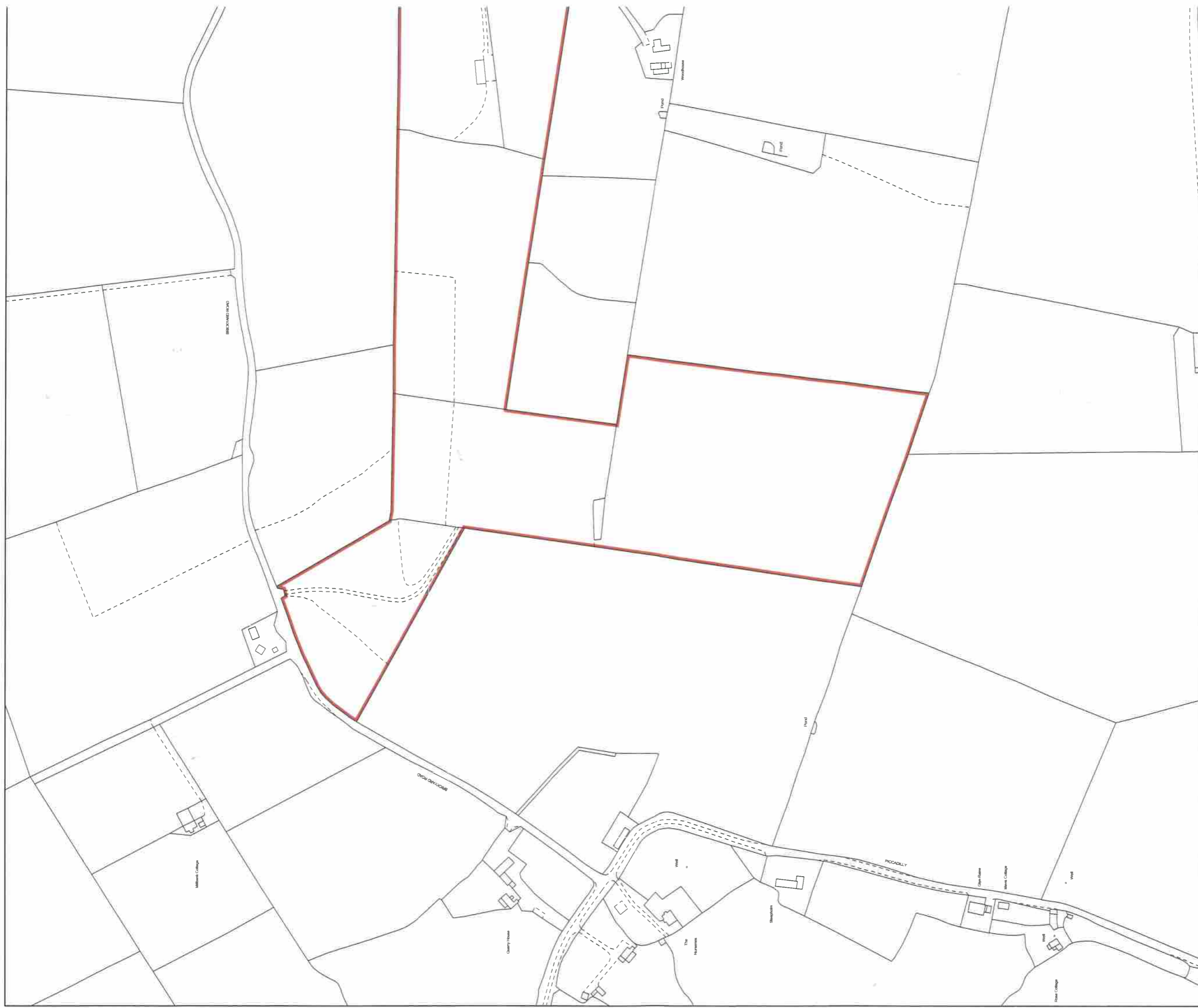
Title number HE30930
Ordnance Survey map reference SO2955SW
Scale 1:2500
Administrative area Herefordshire

HM Land Registry
Official copy of
title plan

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en the same points on the ground.



This official copy issued on 8 January 2024 shows the state of this title plan on 8 January 2024 at 10:01:12.

It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements taken from the original.

This title is dealt with by HM Land Registry, Durham Office.

These are the notes referred to on the following official copy

Title Number HE30930

The electronic official copy of the document follows this message.

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Please note that this is the only official copy we will issue. We will not issue a paper official copy.



This Indenture

made the _____ day of _____ One thousand nine hundred and six

William Waddy Temple of Wymore in the County of Wexford Esquire and **Bernard Stulpin** of Kington in the County of Wexford Solicitor (hereinafter called the Vendors) of the first part **Anthony Temple** of Kington Esquire said Solicitor and **Marianne Temple** his wife of the second part and **The Guardians of the Poor of the Kington Union** in the said County of Wexford (hereinafter called "the Guardians" which expression shall include the Guardians their successors and assigns whosoever the council so admit) of the third part **WHEREAS** under or by virtue of the Indentures specified in the Schedule hereto the hereditaments hereinafter described and intended to be lawfully conveyed are together with other hereditaments vested in the Vendors in fee simple upon trust at the request in writing of the said Anthony Temple and Marianne Temple to sell the same **WHEREAS** the Vendors have agreed at such request to sell the said hereditaments herein after described to the Guardians **AND THIS INDENTURE WITNESSETH** that in consideration of the sum of **Seven hundred and eighty five pounds** now paid by the Guardians to the Vendors (the receipt whereof the Vendors hereby respectively acknowledge) All vendors as **WITNESSETH** and at the request of the said Anthony Temple and Marianne Temple (testified by their execution of these presents) hereby convey unto the Guardians **FIRST** That piece or parcel of land situate at Kingwood in the Parish of Kington Rural in the County of Wexford containing by admeasurement One rood and fourteen perches or thereabouts with the Spring of water and reservoir thereon and all trees standing thereon which said piece of land hereditaments and premises are more particularly delineated and described in the plan drawn on these presents and thereon coloured pink **SECONDLY** A way leave for the Guardians to use the water pipes lying under the adjoining land of the Vendors as shown by the red line on the said plan with a right for the Guardians their servants and workmen and all persons authorised by them at all reasonable times to enter upon the adjoining land of the Vendors edged with the colour green on the said plan for the purpose of taking up repairing or replacing any such pipes **THIRDLY** full right and liberty for the Guardians their servants and workmen and all persons authorised by them at all times and for all purposes to pass and repass with or without horses carts and carriages over the said land edged with the colour green on the said plan between the points marked A and B therein **AND** sold unto and to the use of the Guardians in fee simple **THE** Guardians hereby covenant with the Vendors their heirs and assigns that they will within three calendar months from the date hereof erect a substantial fence on the east side of the said piece of land coloured pink and that they will at all times hereafter keep and maintain the said fence and also the fences on the north and south sides of the said piece of land in good repair and condition **AND** the Vendors hereby acknowledge the right of the Guardians to the production





of the documents specified in the said Statute books and to the delivery of copies thereof whereof the said parties hereto of the first and second parts have herewith set their hands and seals and the Quakers their Common Seal the day and year first before written off

The 16th July 1878 Indenture referred to

16th July 1878 Indenture made between the said Anthony Temple of the first part the said Marianne Temple (then Marianne Sawcott) sponsor of the second part and William Rhodes Sawcott and Edward Temple of the third part

31st December 1878 Indenture made between the said Anthony Temple of the one part and the said William Rhodes Sawcott and Edward Temple of the other parts

1st July 1890 Indenture made between the said Anthony Temple and Marianne his wife of the one part and the unders of the other part

Signed Sealed and Delivered by the before named William Waddy Temple in the presence of

B. Bruce King
Solicitor of the Sea
Clerk in Holy Orders

W. H. W. Temple

Bernard Phelps

Signed sealed and Delivered by the before named Bernard Phelps Anthony Temple and Marianne Temple in the presence of

Anthony Temple

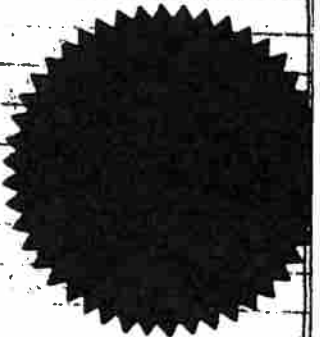
Marianne Temple

E. O. Davis

Clerk to Messrs Temple Phelps Solicitors Kingston

The Common Seal of the said Quakers was herewith affixed at a meeting held on the 13th day of February one thousand one hundred and one in the presence of

William Head
Presiding Chairman



MEMORANDUM that by virtue of Article 16 of the Local Authorities (England) (Property etc.) Order 1973 made under the Local Government Act 1972 the property within described on the First day of April One thousand nine hundred and seventy four vested in the County Council of Hereford and Worcester

Parcel 13th of the 1905

*Messrs Messers of Hatfield
Temple & Richmond*

no

*The Guardians of the Poor
of the Stingers Union*

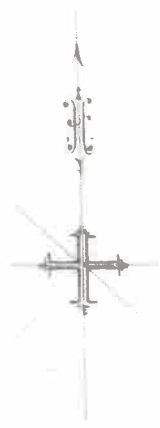
FORFEITURE

*of piece of land, being Messrs
Messrs Messrs's Grant of a Right of
Way at Kingswood in the Parish of
Kingswood Rural in the County of
Hereford*

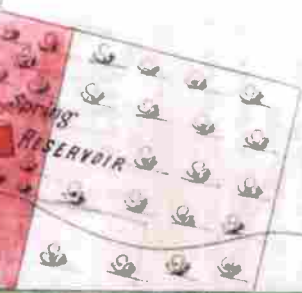
*Recd
3 Sep 1906*

25

1905



Trustees of Mr & Mrs Temple.



Trustees of Mr & Mrs Temple.

From Kington.

A

To Eardisley



These are the notes referred to on the following official copy

Title Number HE30930

The electronic official copy of the document follows this message.

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2

8 NOV 1973

This Conveyance

SHAW & SONS LTD.
SHAWAY HOUSE.
LONDON, S.E.20.

is made the

29th day of September One thousand nine hundred and eighty-three BETWEEN The COUNTY COUNCIL OF HEREFORD AND WORCESTER (hereinafter called "the Council") of the one part and ARNOLD GRAFTON MASON of Mount Pleasant Kingswood Kington in the said County of Hereford and Worcester (hereinafter called "the Purchaser") of the other part

W H E R E A S :-

1) BY virtue of the Local Government Act 1929 the property described in the First Part of the Schedule hereto which immediately before the First April One thousand nine hundred and thirty was held by the Guardians of the Poor of the Kington Union in the County of Hereford for an estate in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances was on that date transferred to or vested in the Herefordshire County Council and by virtue of Article Sixteen of the Local Authorities (England) (Property, etc.,) Order 1973 made under the Local Government Act 1972 the said property became vested in the Council on the First day of April One thousand nine hundred and seventy-four for the like estate _____

2) By virtue of Article Sixteen of the Local Authorities (England) (Property, etc.,) Order 1973 made under the Local Government Act 1972 the property described in the Second Part of the Schedule hereto became vested in the Council on the First day of April One thousand Nine hundred and seventy-four in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances _____

3) The Council have agreed with the Purchaser for the sale to him of the property described in the First and Second Parts of the Schedule



hereto for the like estate at the price of Two thousand pounds _____

NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said agreement and in consideration of the sum of TWO THOUSAND POUNDS paid by the Purchaser to the Council (the receipt of which sum the Council hereby acknowledge) the Council as Beneficial Owner in exercise of their statutory powers and of every other power enabling them hereby convey to the Purchaser ALL THAT the property described in the First and Second parts of the Schedule hereto TO HOLD the same unto the Purchaser in fee simple subject as to the property described in the First Part of the Schedule to a covenant as to fencing contained in the Conveyance dated the Thirteenth day of February One thousand nine hundred and six and made between William Waldy Temple and Bernard Philpin of the first part Anthony Temple and Marianne Temple of the second part and the Guardians of the Poor of the Kington Union of the third part and subject as to the property described in the Second part of the Schedule hereto to the covenant as to fencing contained in the Conveyance dated the Twenty-first day of June One thousand nine hundred and thirty-three and made between Samuel Boore of the first part William Price of the second part and the Herefordshire County Council of the third part _____

2. THE Purchaser hereby covenants with the Council by way of indemnity only to perform and observe the covenants as to fencing contained in the said Conveyance dated the Thirteenth February One thousand nine hundred and six and the said Conveyance dated the Twenty-first June One thousand nine hundred and thirty-three and to keep the Council effectually indemnified against all actions proceedings costs claims and demands in respect thereof _____

3. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of Twenty five thousand pounds _____

IN WITNESS whereof the Council have caused their Common Seal to be hereunto affixed and the Purchaser has hereunto set his hand and seal the day and year first before written _____

THE SCHEDULE hereinbefore referred to _____

FIRST PART

ALL THAT land situate at Kingswood in the Parish of Kington Rural in the County of Hereford and Worcester containing an area of 0.337 acres or thereabouts with the Spring of Water and Reservoir thereon and all trees standing thereon as more particularly delineated and described on the plan drawn on the said Conveyance dated The Thirteenth day of February One thousand nine hundred and six and thereon coloured pink TOGETHER WITH a Wayleave for the Purchaser to use the water pipes lying under the adjoining land formerly owned by the said William Waldy Temple and the said Bernard Philpin as shown by the red line on the said plan with a right for the Purchaser his servants and workman and all persons authorised by him at all reasonable times to enter upon the said adjoining land edged green on the said plan for the purpose of taking up repairing or replacing any such pipes and TOGETHER WITH full right and liberty for the Purchaser his servants and workmen and all persons authorised by him and at all times and for all purposes to pass and repass with or without horses carts and carriages over the said land edged with the colour green on the said plan between the points marked 'A' and 'B' thereon _____

SECOND PART

ALL THAT land also situate at Kingswood aforesaid containing an area of 0.606 acres or thereabouts as more particularly delineated and described on the plan drawn on the said Conveyance dated the Twenty-first day of June One thousand nine hundred and thirty-three and thereon coloured pink _____

THE COMMON SEAL of the above named)
COUNTY COUNCIL of Hereford and)
Worcester was hereunto affixed in)
the presence of :-)



M. Kenny
County Secretary and Solicitor

SIGNED SEALED AND DELIVERED by the
said ARNOLD GRAFTON MASON in the
presence of :-

Arnold G. Mason 

W. J. E. Mainwaring
The Pound Farm,
Kington, Herefordshire.
Farmer.

These are the notes referred to on the following official copy

Title Number HE30930

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Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This Deed

Examined with original
in our possession
Vaughan & Davies
Kington, Herefordshire

of Grant is made on the date and BETWEEN

Vaughan & Davies 2nd July 1991

the parties mentioned in the First Schedule hereto

WHEREAS:-

(1) The Grantor is seised in fee simple in possession free from incumbrances of the strip of land (hereinafter called "the said strip of land") situate at the place and of the width mentioned in the First Schedule hereto as the same is for the purpose of identification only coloured red and blue on the plan annexed hereto (hereinafter called "the said plan")

(2) The Authority is a statutory body established under the provisions of the Water Act 1973 and is the owner of a statutory water undertaking and the Authority is under and by virtue of the provisions contained in the Water Act 1945 and the Water Act 1973 Section 11(6) empowered to lay water mains pipes electric cables and other works and apparatus in on or over and land not forming part of a street after giving reasonable notice to every owner and occupier of that land and is entitled from time to time to inspect repair alter renew or remove any such mains

(3) The Authority is desirous of laying a water main with such ancillary apparatus (if any) as is reasonably necessary under the said strip of land and the Grantor has agreed to grant such easement to the Authority for the consideration mentioned in the First Schedule hereto and the Authority has agreed to enter into the covenants hereinafter contained

NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said agreement and in consideration of the sum mentioned in the First Schedule hereto paid by the Authority to the Grantor (the receipt whereof the Grantor hereby acknowledges) and also in consideration of the Authority's covenants hereinafter contained the Grantor to the intent that the easement hereby granted shall be appurtenant to the statutory water undertaking of the Authority or any part or parts thereof HEREBY GRANTS unto the Authority in his capacity mentioned in the First Schedule hereto the perpetual easement rights powers and privileges hereinafter mentioned or referred to namely:

(a) Full right and liberty within upon and over the said strip of land and in the position indicated approximately by means of continuous red and blue lines on the said plan to lay down construct and place therein a water main together with other ancillary works being works for the facilitation of the use maintenance or inspection of the water main or for protecting it from damage (all hereinafter collectively called "the said works")

(b) Full right and liberty by its servants agents or contractors after reasonable prior notice to the Grantor (but in an emergency at any time without notice) from time to time as often as may be reasonably necessary to enter on foot or with vehicles workmen machinery and apparatus on to the said strip of land or any works of the Authority contiguous thereto for the purpose of exercising the rights referred to in paragraph (a) hereof and also of inspecting maintaining taking up cleansing repairing removing enlarging reconstructing rendering unusable and replacing the said works or any part thereof and for all incidental purposes in relation thereto doing as little damage as possible to the said strip of land and so far as is reasonably practicable making good all damage that may be done in the exercise of such rights

(c) Full right and liberty to operate the flow or passage of water by means of the said works in through and under the said strip of land

TO HOLD exercise and enjoy the easement rights and privileges hereby granted unto the Authority in fee simple

2. THE Grantor hereby covenants with the Authority to the intent and so as to bind the said strip of land and each and every part thereof into whosoever hands the same may come and in order to benefit and protect the Authority's undertaking or any part thereof and in particular the said works and the easement hereby granted that the Grantor will observe and perform all and singular the covenants set forth in the Second Schedule hereto

3. THE Authority to the intent and so as to bind the easement hereby granted into whosoever hands the same may come and to benefit and protect the said strip of land or any part or parts thereof hereby covenants with the Grantor that the Authority will observe and perform the covenants set forth in the Third Schedule hereto

WE/0/2

4. NOTHING in this Deed of Grant shall prejudicially affect or in any way fetter any statutory rights which the Authority may have relating to the said works

5. THE said works shall remain the property of the Authority

6. THE Grantor hereby acknowledges the right of the Authority to production and delivery of copies of the documents referred to in the First Schedule hereto and hereby undertakes for their safe custody

7. IN THIS DEED:-

(1) "The Grantor" shall where the context so admits mean the Grantor and his successors in title and assigns

(2) "The Authority" shall where the context so admits include its successors in title and assigns

(3) Unless the context otherwise requires

(a) words importing the masculine gender shall include the feminine gender

(b) words importing the singular number only shall include the plural number and vice versa and

(c) where there are two or more persons included in the expression "the Grantor" covenants made by or implied on behalf of the Grantor shall be deemed to be made by or implied on behalf of such persons jointly and severally

8. THE proper Surveyor's fees and legal costs of and incidental to the preparation of this Deed and a duplicate thereof shall be borne by the Authority

9. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum stated in the First Schedule hereto

IN WITNESS whereof the Common Seal of the Authority and the Common Seal or hand and seal (as the case may be) of the Grantor have been hereunto set the day and year mentioned in the First Schedule hereto

NOTULA

THE FIRST SCHEDULE hereinbefore mentioned

1/10/1986
Not clear

THIS DEED IS DATED the *First* day of *May*
19 *86*

THE PARTIES are:-

- (1) ARNOLD GRAFTON MASON
of Mount Pleasant Kingswood Kington
in the County of Hereford and Worcester Farmer
- (2) _____
- (3) _____
- (4) _____
- (5) _____
- (6) _____

(herein called "the Grantor") of the one part acting in pursuance of his powers as beneficial owner

and the WELSH WATER AUTHORITY whose principal office is situate at Cambrian Way Brecon in the County of Powys (herein called "the Authority") of the other part

THE SAID STRIP OF LAND is unregistered / ~~registered~~ ~~with the~~ ~~HM Land Registry under Title~~ ~~Number~~

~~which is a part of the land to which the provisions of the Rights in Land Act 1996 apply and the Register of Land Charges Register under the said title~~

THE SAID STRIP OF LAND is situate at Kingswood

Kington Rural in the Community or Parish of
and Worcester (formerly Hereford) being parts of in the County of Hereford
of the Ordnance Survey ~~Reference~~ parcel numbers 4715 and 5310

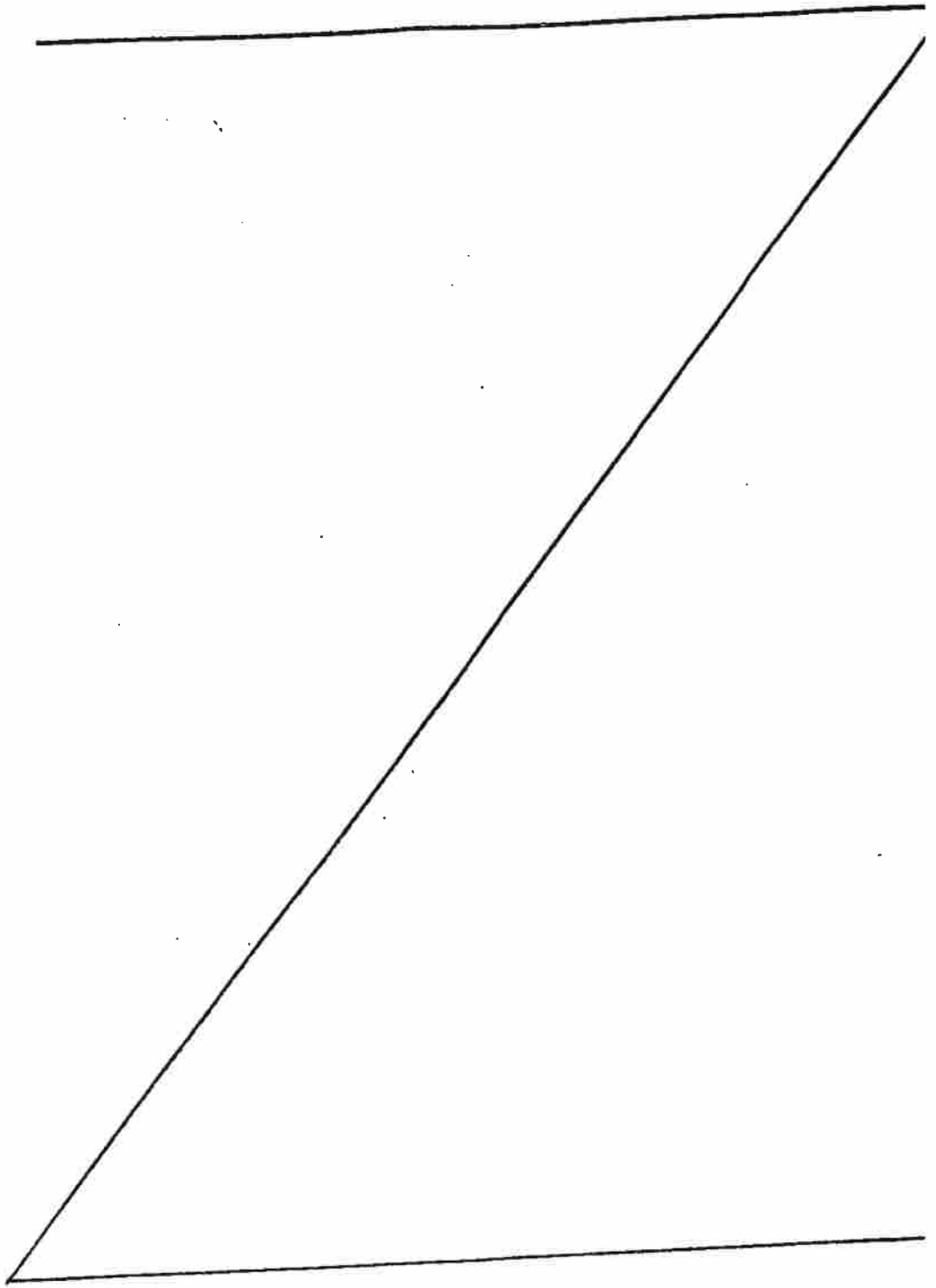
THE WIDTH of the said strip of land is six ~~feet~~ metres

THE CONSIDERATION is the sum of TWO HUNDRED AND FIFTY EIGHT POUNDS SEVENTY EIGHT PENCE (£ 258-78) and for the purposes of Clause 9 of this document the Certificate of Value is

THIRTY THOUSAND POUNDS (£ 30,000-00)

THE DOCUMENTS OF TITLE referred to in Clause 6 are:-

Date	Document	Parties
10th November 1959	CONVEYANCE	Richard Palfrey Morris (1) and the Grantor (2)
8th January 1960	MORTGAGE (with vacating receipt endorsed dated)	The Grantor (1) and Midland Bank Limited (2)



155
MORRIS
(2)

THE SECOND SCHEDULE hereinbefore mentioned

(Covenants to be observed and performed by the Grantor)

1. Will not erect plant construct deposit or permit or suffer to be erected planted constructed or deposited through upon or over the said strip of land:
 - (a) any building structures or other apparatus (including the stacking of agricultural produce or materials) of a permanent or semi-permanent nature such as pipes cables wires posts poles walls or fences (other than usual fences or walls constructed in such manner and provided with such gates and openings as will admit of the free exercise by the Authority of the easement and rights hereby granted)
 - (b) any tree or trees
 - (c) any ornamental garden or tip or any other deposit of earth or any other material which would raise the existing level by more than 18 inches or which would in any way materially increase the cost to the Authority of gaining access to or reinstating the said strip of land
 - (d) any deposit for storage purposes of strong acids alkalis farm manure silage ash clinker industrial wastes or any other substances which may have corrosive or adverse effect upon the said works

2. Will not do or permit to be done any act or thing which might take away or lessen the existing natural support from the said works or which might result in the existing level of the ground over the said works being decreased by more than six inches or in any other way which would expose injure or endanger the said works or which might in any way diminish interfere with or damage the purity or flow of the water in the said main or which might result in the escape of water therefrom it being understood that any user of the surface of the said strip of land and the Grantor's other land immediately adjoining and also any user by the Grantor of the subsoil (including minerals) shall be in all respects subservient and subject to the exercise by the Authority of such easement rights and privileges as are hereinbefore granted and shall not be allowed to injure or interfere with the exercise by the Authority of the same or any of them or with the works or operations of the Authority PROVIDED that nothing in this Schedule shall prevent the Grantor from installing any necessary service pipes drains wires or cables under the supervision and with the consent (which shall not be unreasonably withheld) of the Authority or its agents or carrying on normal agricultural operations or acts of good husbandry including hedging and ditching not causing such interference obstruction or material reduction of the depth of the soil as aforesaid AND PROVIDED FURTHER that nothing in this Deed of Grant shall preclude the operation (where applicable) of Sections 11-18 of the Third Schedule to the Water Act 1945 save that where any compensation is claimed by the Grantor under Section 16 of the Third Schedule to the Water Act 1945 the consideration mentioned in the First Schedule hereto shall be taken into account when assessing any such compensation

THE THIRD SCHEDULE hereinbefore mentioned

(Covenants to be observed and performed by the Authority)

1. In and about the exercise of the easement rights and privileges hereby granted to do or cause to be done as little damage and injury as may be reasonably practicable to the said strip of land and to take all reasonable precautions to avoid obstruction or interference with the user of the said strip of land and the Grantor's other land adjoining
2. From time to time so far as is reasonably practicable to make good all damage or injury which shall be done or occasioned to the said strip of land or to the crops or herbage growing thereon through or by reason or in consequence of the exercise by the Authority its servants or agents of all or any of the easement rights and privileges hereinbefore granted and insofar as the same shall not have been made good as aforesaid to make compensation to the Grantor or other the persons for the time being in actual possession of the said strip of land as the case may be
3. When any part of the said strip of land shall be opened or broken up in the exercise of any of the said easements rights and privileges from time to time to lay aside all turf and productive soil and afterwards replace the same uppermost on the land from whence such soil shall have been taken and restore as nearly as practicable to its original level and condition and if agreed by the Grantor remove the surplus subsoil (if any) from the said strip of land and with all convenient speed complete the works for which such land shall have been so opened or broken up

4. Where manholes and chambers are constructed so as to involve no protrusion above ground level to provide the same with permanent covers of sufficient strength to withhold the weight of animals carts motor and other vehicles passing thereover
5. If any interference with or disturbance of the functioning of any drain or drainage system or any ditch or watercourse in or under the said strip of land or the Grantor's other land immediately adjoining can be shown by the Grantor to have been caused by the said works carried out in the exercise of the easements hereby granted then the Authority shall as far as is reasonably practicable make good any damage or injury thereby caused and shall make reasonable compensation to the Grantor in respect thereof insofar as the same shall not have been made good as aforesaid
6. To remove after the carrying out of the said works any temporary fences or barriers which may have been erected by the Authority or its agents or contractors during the carrying out of the said works for the purpose of preventing animals and persons from falling into or suffering injury by reason of excavations made during the carrying out of the said works
7. So far as is reasonably practicable and so long as the said works are used for or in connection with the transmission or storage of water as aforesaid keep the said works in proper repair and condition and upon abandonment of the said works or any part thereof (notification whereof shall be given by the Authority to the Grantor) render the same permanently safe
8. Keep the Grantor indemnified against all actions claims costs or demands arising by reason of the exercise of the easement and rights hereby granted or of any failure to keep the said works in proper repair and condition as aforesaid (except any such actions or claims for which the Authority may have a defence at Common Law or by statute and except such actions claims costs or demands as may be occasioned by the default or wrongful act of the Grantor or agents of the Grantor or other occupier for the time being of the said land) PROVIDED that the Grantor or other occupier as aforesaid shall not settle or compromise any such action claim cost or demand as is referred to in this subclause without the prior consent in writing of the Authority
9. Pay all rates and taxes which may be imposed in respect of the said works or the easement hereby granted

SIGNED SEALED AND DELIVERED
by the said ARNOLD GRAFTON
MASON in the presence of:-

Witness Name G O David
Witness Barton Kingston

Witness James

Arnold Grafton Mason

THE COMMON SEAL of the
WELSH WATER AUTHORITY
was hereunto affixed
in the presence of:-

T. A. W.

An Authorised Signatory
Xheiooax

Xhiofbaocuiix

DATED

1st May 1986

A G MASON ESQ

- and -

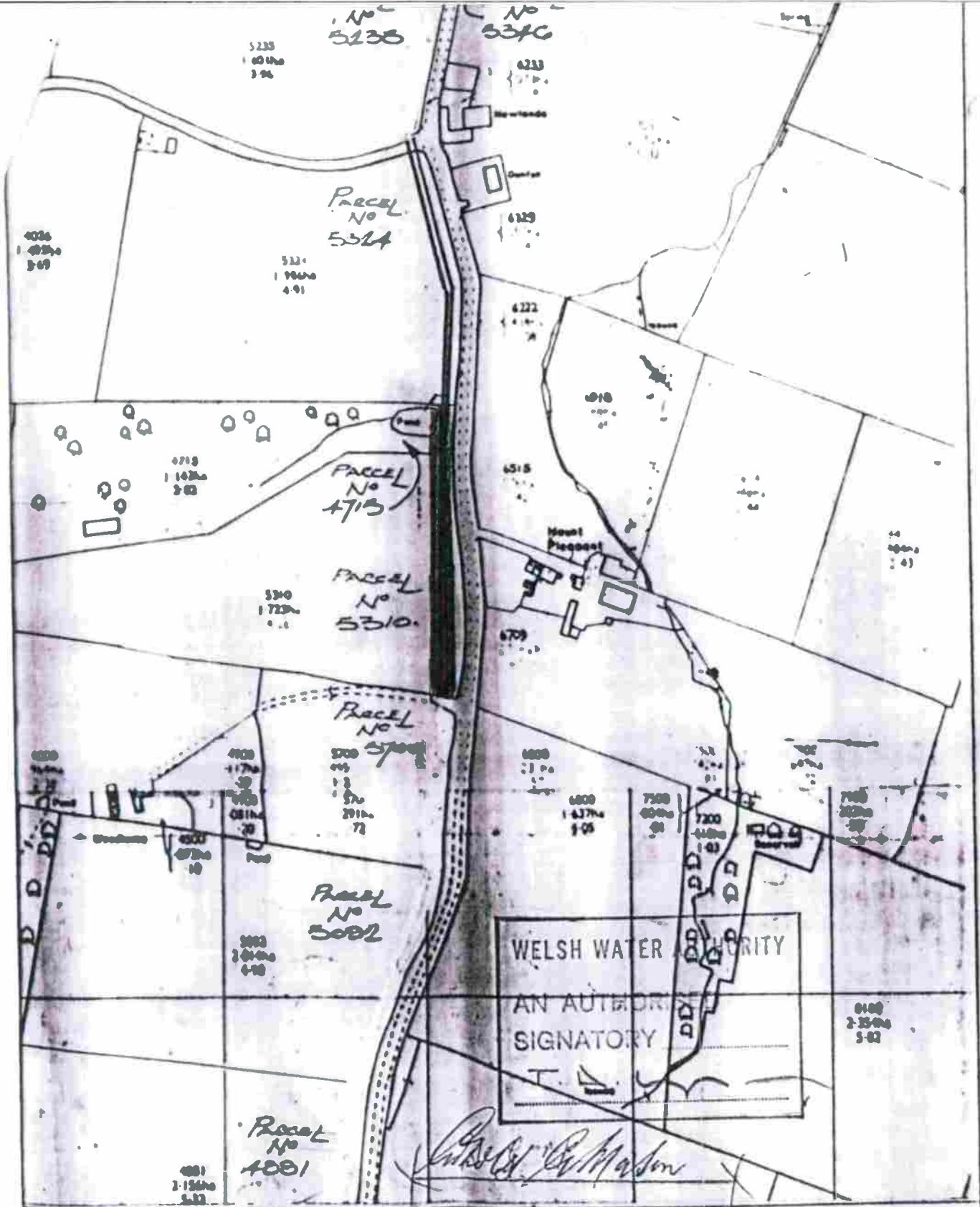
WELSH WATER AUTHORITY

Duplicate/.

GRANT OF EASEMENT

relating to pipe or main situate at
O S Parcel Numbers 4715 and 5310
at Kingswood Kington in the
County of Hereford and Worcester

J P Jones Esq
Divisional Solicitor
South Eastern Division
Welsh Water Authority
St Nicholas House
HEREFORD



**WELSH WATER AUTHORITY
WYE DIVISION**

*LINGTON WATER SUPPLY
DUNFELD LINGTON-CROSSWAY TRUNK MAIN*

NO NO PLAN	SCALE 1:2500	BASED ON THE ORDNANCE SURVEY MAP WITH THE PERMISSION OF THE CONTROLLER OF THE GREAT BRITAIN	O.S. SHEET NO 50.2855 50.2854
CHIEF ENGINEER R M VIVIAN, C. Eng., I.C.E.		CONTRACT NO E 4951	



LOT 1 CONTRACT

Dated

2024

LOUISE LAILA DUDHILL

and

[BUYER]

Contract for the Sale of Freehold Land With Vacant Possession

At

Mount Pleasant Farm, Kington, Hereford, HR5 3HF



9 Corve Street
Ludlow
Shropshire
SY8 1DE
Tel: 01584 873156 Fax: 01584 876686

THIS CONTRACT is made on the _____ day of _____ 2024
BETWEEN

- (1) LOUISE LAILA DUDHILL of Mount Pleasant Farm, Kington, Hereford, HR5 3HF (the "Seller");
- (2) [_____] of [_____](the "Buyer").

IT IS HEREBY AGREED

1. INTERPRETATION

The following definitions and rules of interpretation apply in this contract.

1.1 Definitions:

"Basic Payment Scheme": the basic payment scheme established by Regulation (EU) No 1307/2013 and any similar replacement scheme and any similar additional scheme, whether resulting from CAP Reform or otherwise, and including any similar or analogous scheme established under domestic legislation.

"Buyer's Conveyancer": [NAME, ADDRESS, FAX NUMBER, REFERENCE].

"CAP": Common Agricultural Policy.

"CAP Reform": the implementation of the agreement on the reform of the CAP under Regulations (EU) 1305/2013, 1306/2013, 1307/2013 and 1308/2013 of the European Parliament and of the Council and any similar replacement or additional legislative instruments and all associated delegated and implementing acts, and all legislation, guidance and codes of practice made from time to time under them by the UK government or any devolved authority applicable to the Property, in each case as amended, extended or re-enacted from time to time.

"Completion Date": [_____] 2024

"Contract Rate": interest at 4% per annum above the base rate from time to time of Barclays Bank plc.

"Deposit": £[AMOUNT] (exclusive of VAT).

"Electronic Payment": payment by electronic means in same day cleared funds from an account held in the name of the Buyer's Conveyancer at a clearing bank to an account in the name of the Seller's Conveyancer.

"Encumbrance": any mortgage, charge (fixed or floating), pledge, lien, guarantee, trust, right of set-off or other third party right or interest (legal or equitable) including any assignment by way of security, reservation of

title or other security interest of any kind, however created or arising, or any other agreement or arrangement (including a sale and repurchase agreement) having similar effect.

- "Entitlements": payment entitlements for subsidy payment under the Basic Payment Scheme and any similar replacement entitlements, whether resulting from CAP Reform or otherwise, and including any replacement entitlements established under domestic legislation.
- "Overage Deed" the overage deed to be entered into between (1) the Seller (2) the Buyer in the form attached at Annex B.
- "Part 1 Conditions": 1 the conditions in Part 1 of the Standard Commercial Property Conditions (Third Edition) and **Condition** means any one of them.
- "Part 2 Conditions": 2 the conditions in Part 2 of the Standard Commercial Property Conditions (Third Edition).
- "Plan": the plan attached to this contract at Annex A.
- "Property": the freehold property at Mount Pleasant Farm, Kington, Hereford, HR5 3HF edged red on the Plan and being part of the Property registered at HM Land Registry with title absolute title under title number HE30930.
- "Purchase Price": £[AMOUNT] (exclusive of VAT).
- "Seller's Conveyancer": Mfg Solicitors LLP, DX 709052 Ludlow 3 (Ref SMO/DUD02723.0001).
- "VAT": value added tax chargeable in the UK.
- "Written replies": are
- (a) written replies that the Seller's Conveyancer has given prior to exchange of this agreement to any written enquiries raised by the Buyer's Conveyancer; or
 - (b) written replies to written enquiries given prior to exchange of this agreement by the Seller's Conveyancer to the Buyer's Conveyancer.
- 1.2 A "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.4 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-

enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

- 1.5 Except in relation to the definition of Written Replies, a reference to "writing" or "written" excludes fax and email.
- 1.6 Unless the context otherwise requires, references to clauses are to the clauses of this contract.
- 1.7 Clause headings shall not affect the interpretation of this contract.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. SALE AND PURCHASE

- 2.1 The Seller will sell and the Buyer will buy the Property for the Purchase Price on the terms of this contract.
- 2.2 The Buyer cannot require the Seller to:
 - (a) transfer the Property or any part of it to any person other than the Buyer;
 - (b) transfer the Property in more than one parcel or by more than one transfer; or
 - (c) apportion the Purchase Price between different parts of the Property.
- 2.3 On completion the Buyer will reimburse the Seller the sum of £275.30 in respect of searches supplied.

3. CONDITIONS

- 3.1 The Part 1 Conditions are incorporated in this contract so far as they:
 - (a) apply to a sale by private treaty;
 - (b) relate to freehold property;
 - (c) are not inconsistent with the other clauses in this contract; and
 - (d) have not been modified or excluded by any of the other clauses in this contract.
- 3.2 The terms used in this contract have the same meaning when used in the Part 1 Conditions.
- 3.3 The following Conditions are amended:
 - (a) Condition 1.1.1(d) is amended so that reference to the completion date in Condition 1.1.1(d) refers instead to the Completion Date as defined in this contract.

- (b) Condition 1.1.1(e) is amended so that reference to the contract rate in Condition 1.1.1(e) refers instead to the Contract Rate as defined in this contract.
 - (c) Condition 1.1.1(o) is amended so that reference to VAT in Condition 1.1.1(o) refers instead to VAT as defined in this contract.
 - (d) Condition 7.6.3 is amended so that reference to "Condition 4.1.2" is reference to "clause 9".
- 3.4 Condition 1.1.4(a) does not apply to this contract.
- 3.5 The Part 2 Conditions are not incorporated into this contract.

4. RISK AND INSURANCE

- 4.1 With effect from exchange of this **contract**, the Property is at the Buyer's risk and the Seller is under no obligation to the Buyer to insure the Property.
- 4.2 No damage to or destruction of the Property nor any deterioration in its condition, however caused, will entitle the Buyer either to any reduction of the Purchase Price or to refuse to complete or to delay completion.
- 4.3 Conditions 8.2.2, 8.2.3 and 8.2.4(b) do not apply to this **contract**.

5. DEPOSIT

- 5.1 On the date of this **contract**, the Buyer will pay the Deposit to the Seller's Conveyancer as stakeholder on terms that on completion the Deposit is paid to the Seller with accrued interest.
- 5.2 The Deposit must be paid by **Electronic Payment**.
- 5.3 Conditions 3.2.1, 3.2.2 and 9.8.3 do not apply to this **contract**.
- 5.4 The provisions of clause 5.5, to clause 5.8 (inclusive) will only apply if:
- (a) the Deposit is less than 10% of the Purchase Price; or
 - (b) no Deposit is payable on the date of this **contract**.
- 5.5 In this clause, the expression "Deposit Balance" means:
- (a) (where the Deposit is less than 10% of the Purchase Price) the sum calculated by deducting the Deposit from 10% of the Purchase Price; or
 - (b) (where no Deposit is payable on the date of this **contract**) a sum equal to 10% of the Purchase Price.
- 5.6 If completion does not take place on the Completion Date due to the default of the Buyer, the Buyer will immediately pay to the Seller's Conveyancer the Deposit Balance (together with interest on it at the **Contract Rate** for the period from and including the Completion Date to and including the date of actual payment) by Electronic Payment.
- 5.7 After the Deposit Balance has been paid pursuant to clause 5.6, it will be treated as forming part of the Deposit for all purposes of this **contract**.
- 5.8 The provisions of clause 5.5, clause 5.6 and clause 5.7 (inclusive) are without prejudice to any other rights or remedies of the Seller in relation to any delay in completion.

6. DEDUCING TITLE

- 6.1 The Seller's title to the Property has been deduced to the Buyer's Conveyancer before the date of this contract.
- 6.2 The Buyer is deemed to have full knowledge of the title and is not entitled to raise any objection, enquiry or requisition in relation to it.
- 6.3 Conditions 7.1, 7.2, 7.3.1 and 7.4.2 do not apply to this **contract**.

7. VACANT POSSESSION

- 7.1 The Property will be sold with vacant possession on completion.

8. TITLE GUARANTEE

- 8.1 Subject to the other provisions of this clause, the Seller will transfer the Property with full title guarantee.
- 8.2 The implied covenants for title are modified so that:
- (a) the covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to costs arising from the Buyer's failure to:
 - (i) make proper searches; or
 - (ii) raise requisitions on title or on the results of the Buyer's searches.
- 8.3 Condition 7.6.2 does not apply to this **contract**.

9. MATTERS AFFECTING THE PROPERTY

- 9.1 The Seller will sell the Property free from incumbrances other than:
- (a) any matters contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 11 December 2023 at 13:53:57 under title number HE30930;
 - (b) any matters discoverable by inspection of the Property before the date of this contract;
 - (c) any matters which the Seller does not and could not reasonably know about;
 - (d) any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into this contract;
 - (e) public requirements; and
 - (f) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002.
- 9.2 Conditions 4.1.1, 4.1.2 and 4.1.3 do not apply to this contract.
- 9.3 The Buyer is deemed to have full knowledge of the matters referred to in clause 9.1 and will not raise any enquiry, objection, requisition or claim in respect of any of them.

10. TRANSFER

- 10.1 The transfer to the Buyer will be in the agreed form annexed to this contract.
- 10.2 The Buyer and the Seller will execute the transfer in original and counterpart.
- 10.3 Condition 7.6.5(b) does not apply to this **Contract**.

11. VAT

- 11.1 Each amount stated to be payable by the Buyer to the Seller under or pursuant to this **contract** is exclusive of VAT (if any).
- 11.2 If any VAT is chargeable on any supply made by the Seller under or pursuant to this **contract**, the Buyer will on receipt of a valid VAT invoice, pay the Seller an amount equal to that VAT as additional consideration on completion.

12. COMPLETION

- 12.1 Completion will take place on the Completion Date.
- 12.2 Condition 9.1.1 does not apply to this **contract**.
- 12.3 Conditions 9.1.2 and 9.1.3 are varied by the deletion of 2.00 pm as the stipulated time and the substitution of 1.00 pm.
- 12.4 Condition 1.1.3(b) is amended to read: "in the case of the seller, even though a mortgage remains secured on the property, if the amount to be paid on completion enables the property to be transferred freed of all mortgages, (except those to which the **sale** is expressly subject) or if the seller produces reasonable evidence that this is the case."
- 12.5 Condition 9.4 is amended to add, "(d) any other sum which the parties agree under the terms of the **contract** should be paid or allowed on completion".
- 12.6 Condition 9.7 is amended to read: "The buyer is to pay the money due on completion by Electronic Payment and, if appropriate, by an unconditional release of a deposit held by a stakeholder".
- 12.7 On completion the Buyer and the Seller will enter into the Deed of Overage.

13. BUYER'S ACKNOWLEDGEMENT OF CONDITION

The Buyer acknowledges that before the date of this contract, the Seller has given the Buyer and others authorised by the Buyer, permission and the opportunity to inspect, survey and carry out investigations as to the condition of the Property. The Buyer has formed the Buyer's own view as to the condition of the Property and the suitability of the Property for the Buyer's purposes.

14. BASIC PAYMENT SCHEME

The Seller is entitled to the Basic Payment Scheme payment for the 2023 claim year.

15. ENTIRE AGREEMENT

- 15.1 This **contract** constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 15.2 The Buyer acknowledges that in entering into this **contract** the Buyer does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those:
- (a) set out in this **contract** ; or
 - (b) contained in any Written Replies.
- 15.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 15.4 Condition 10.1 is varied to read, "If any plan or statement in the **contract**, or in Written Replies, is or was misleading or inaccurate due to any error or omission, the remedies available are as follows..."

16. JOINT AND SEVERAL LIABILITY

- 16.1 Where the Buyer or the Seller comprises more than one person, those persons will be jointly and severally liable for the Buyer's obligations and liabilities arising under this contract. The Seller may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 16.2 Condition 1.2 does not apply to this contract.

17. NOTICES

- 17.1 Any notice given under this contract must be in writing and signed by or on behalf of the party giving it.
- 17.2 Any notice or document to be given or delivered under this contract must be:
- (a) delivered by hand; or
 - (b) sent by pre-paid first class post or other next working day delivery service; or
 - (c) sent through the document exchange (DX).
- 17.3 Any notice or document to be given or delivered under this contract must be sent to the relevant party as follows:
- (a) to the Seller at:
Mount Pleasant Farm, Kington, Hereford, HR5 3HF, quoting the reference MRS LOUISE LAILA DUDHILL;
 - (b) to the Buyer at the Buyer's Conveyancer, quoting the reference [REFERENCE].:
- or as otherwise specified by the relevant party by notice in writing to the other party.

- 17.4 Any change of the details in clause 17.3 specified in accordance with that clause shall take effect for the party notified of the change at 9.00 am on the later of:
- (a) the date, if any, specified in the notice as the effective date for the change; or
 - (b) the date five working days after deemed receipt of the notice.
- 17.5 Giving or delivering a notice or a document to a party's conveyancer has the same effect as giving or delivering it to that party.
- 17.6 Any notice or document given or delivered in accordance with clause 17.1, clause 17.2 and clause 17.3 will be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a working day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day; or
 - (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting ; or
 - (c) if sent through the DX, at 9.00 am on the second working day after being put into the DX.
- 17.7 In proving delivery of a notice or document, it will be sufficient to prove that:
- (a) a delivery receipt was signed or that the notice or document was left at the address; or
 - (b) the envelope containing the notice or document was properly addressed and posted by pre-paid first class post or other next working day delivery service; or
 - (c) the envelope containing the notice or document was properly addressed and was put in the DX.
- 17.8 A notice or document given or delivered under this **contract** shall not be validly given or delivered if sent by email.
- 17.9 Condition 1.3 does not apply to this **contract**.
- 17.10 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18. THIRD PARTY RIGHTS

- 18.1 A person who is not a party to this contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.
- 18.2 Condition 1.5 is excluded.

19. GOVERNING LAW

This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

20. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this contract or its subject matter or formation (including non-contractual disputes or claims).

This contract has been entered into on the date stated at the beginning of it.

Signed by **SELLER**

.....

.....

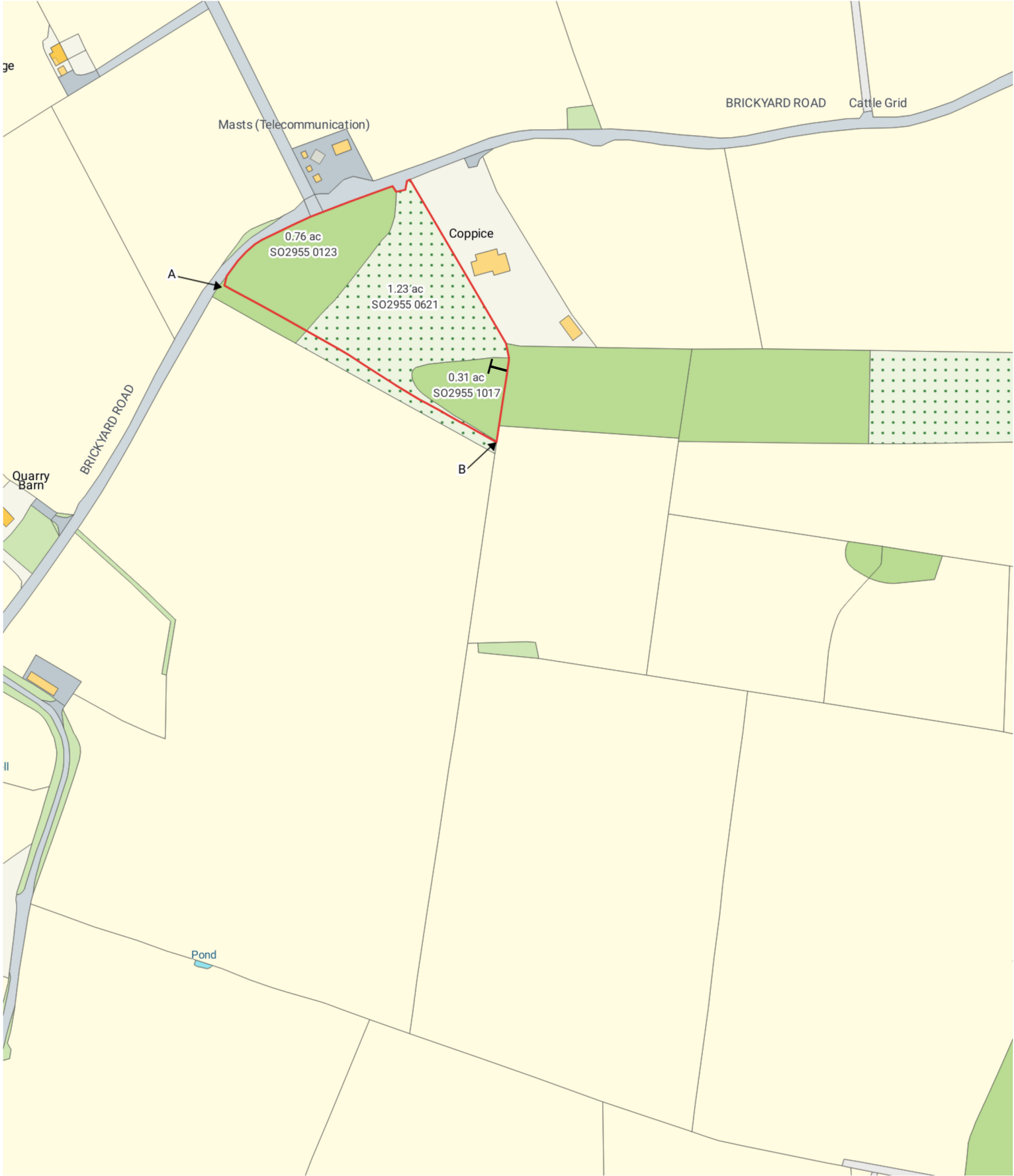
Signed by **BUYER**

.....

.....

ANNEX A
Plan

ANNEX B
Overage Deed



HM Land Registry

Transfer of part of registered title(s)

TP1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of **all** the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) out of which the property is transferred: HE30930
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property: Land at Mount Pleasant Farm, Kingswood, Kington, Hereford, HR5 3HF</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red on Plan 1</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date:
5	<p>Transferor: Louise Laila Dudhill</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register:</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

7	Transferee's intended address(es) for service for entry in the register:
8	The transferor transfers the property to the transferee
9	<p>Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures):</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>
10	<p>The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>The covenants implied under the LPMPA 1994 are modified so that the covenant set out in section 2(1)(b) of the LPMPA 1994 will not extend to costs arising from the Transferee's failure to:</p> <p style="margin-left: 20px;">(i) make proper searches; or</p> <p style="margin-left: 20px;">(ii) raise requisitions on title or on the results of the Transferee's searches.</p>
11	<p>Declaration of trust. The transferee is more than one person and</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares</p> <p><input type="checkbox"/> they are to hold the property on trust:</p>
12.1	<p>ADDITIONAL PROVISIONS</p> <p>Definitions</p> <p style="color: red;">[A final Plan 2 showing the extent of the Transferor's Retained Land will be provided following completion of the Tender process.]</p>

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

12.1.1 The following definitions and rules of interpretation apply in this transfer.

LPMPA 1994: the Law of Property (Miscellaneous Provisions) Act 1994.

Plan 1: the plan attached to this Transfer marked "Plan 1".

Plan 2: the plan attached to this Transfer marked "Plan 2".

Property: the freehold property being land at Mount Pleasant Farm, Kingswood, Kington, Hereford, HR5 3HF edged red on Plan 1 and being part of the land registered at H M Land Registry with title absolute under title number HE30930 and each and every part of it.

Transferor's Retained Land: the freehold property being Mount Pleasant Farm, Kingswood, Kington, Hereford, HR5 3HF edged blue on Plan 2 [TBC as above] being the remainder of the land (excluding the Property) registered at HM Land Registry under title number HE30930 and each and every part of it.

12.1.2 Any obligation in this transfer on the Transferee not to do something includes an obligation not to permit or allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

12.1.3 A **person** includes a corporate or unincorporated body (whether or not having separate legal personality).

12.1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

12.1.5 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

12.1.6 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

12.1.7 Clause headings shall not affect the interpretation of this transfer.

12.1.8 Any words following the terms **including, include in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

12.1.9 "Transferor" and "Transferee" shall include their respective successors in title.

12.1.10 The disposition effected by this transfer is subject to:

(a) any matters contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 11 December 2023 at 13:53:57 under title number HE30930;

(b) any matters discoverable by inspection of the Property before;

(c) any matters which the Transferor does not and could not reasonably know about;

(d) any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into a contract for the purchase of the Property;

(e) any notice, order or proposal given or made by a body acting on statutory authority;

(f) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002.

12.1.11 All matters recorded at the date of this transfer in registers open to the public inspection, are deemed to be within the actual knowledge of the Transferee for the purposes of section 6(2)(a) of the LPMPA 1994, notwithstanding section 6(3) of the LPMPA 1994.

12.1.12 The Property shall not, by virtue of this transfer, have any rights or easements or the benefit of any other matters over land retained by the Transferor other than those (if any) which are expressly mentioned in or granted by this transfer and section 62 of the Law of Property Act 1925 is qualified so as not to include any liberties, privileges, easements, rights or advantages over land retained by the Transferor except as expressly mentioned in or created by this transfer.

12.2 RIGHTS GRANTED FOR THE BENEFIT OF THE PROPERTY

The Transferor grants to the Transferee for the benefit of the Property the right of support and protection to the Property from adjoining parts of the Transferor's Retained Land.

12.3 RIGHTS RESERVED FOR THE BENEFIT OF OTHER LAND

The Transferor accepts and reserves out of the Property for the benefit of the Transferor's Retained Land (excluding the Property) the right of support and protection to the Transferor's Retained Land and any building on the Transferor's Retained Land from any adjoining parts of the Property.

12.4 RESTRICTIVE COVENANTS BY THE

TRANSFEEE

The Transferee covenants with the Transferor, for the benefit of the Transferor's Retained Land and each and every part of it, with the intention of binding the Property and each and every part of it:

- (a) Not to use the Property for any purpose other than for a single private dwelling house, agriculture, woodland, forestry, renewable project(s), camping, glamping and equestrian;
- (b) Not to use the Property for any noisy, offensive, illegal or immoral purpose;
- (c) Not to do anything at the Property that would cause loss, damage, injury, nuisance, annoyance, disturbance or inconvenience to the Transferor or the owners or occupiers of any neighbouring property.

12.5 POSITIVE COVENANTS BY THE TRANSFEEE

The Transferee covenants with the Transferor to maintain the the boundaries with an inward "T" on Plan 1.

12.6 INDEMNITY COVENANT

The Transferee covenants by way of indemnity only, on behalf of the Transferee and the Transferee's successors in title, to observe and perform the charges, incumbrances, covenants and restrictions contained or referred to in the property and charges registers of HE30930 in so far as they relate to the Property and the covenants contained in this transfer in so far as they are subsisting and capable of taking effect and shall keep the Transferor indemnified against all proceedings, costs, claims and expenses arising from any failure to do so.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Include words of covenant.

Include words of covenant.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Restrictive covenants by the transferor

Other

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

13 Execution

Signed as a Deed by
LOUISE LAILA DUDHILL
in the presence of:

WITNESS'S
SIGNATURE.....

WITNESS'S NAME (BLOCK
CAPITALS).....

WITNESS'S
ADDRESS.....

.....

.....

WITNESS'S
OCCUPATION.....

Signed as a Deed by

.....

in the presence of:

WITNESS'S
SIGNATURE.....

WITNESS'S NAME (BLOCK
CAPITALS)
.....

WITNESS'S
ADDRESS.....
.....
.....

WITNESS'S
OCCUPATION.....

Signed as a Deed by

.....

in the presence of:

WITNESS'S
SIGNATURE.....

WITNESS'S NAME (BLOCK
CAPITALS)
.....

WITNESS'S
ADDRESS.....
.....
.....

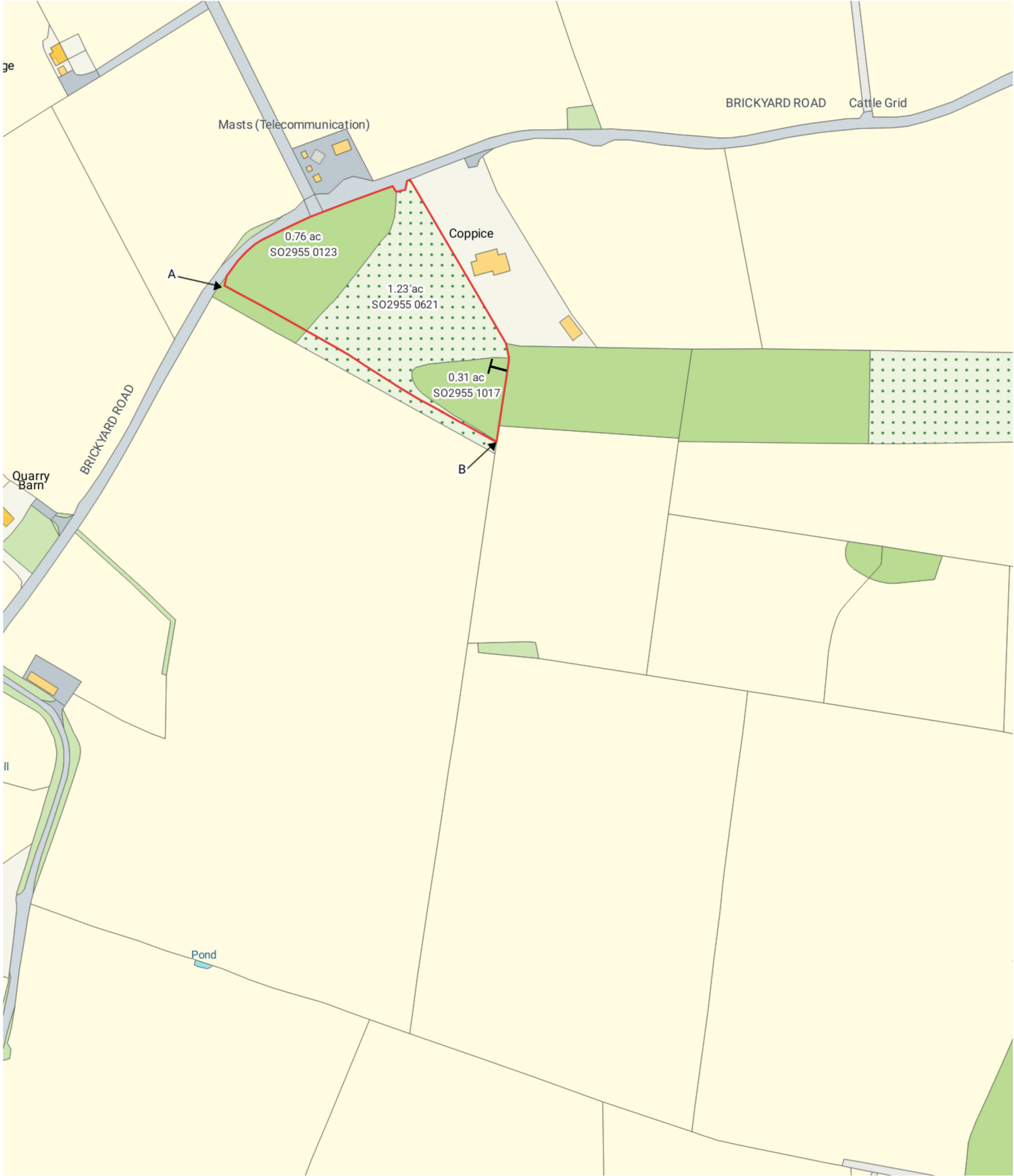
WITNESS'S
OCCUPATION.....

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

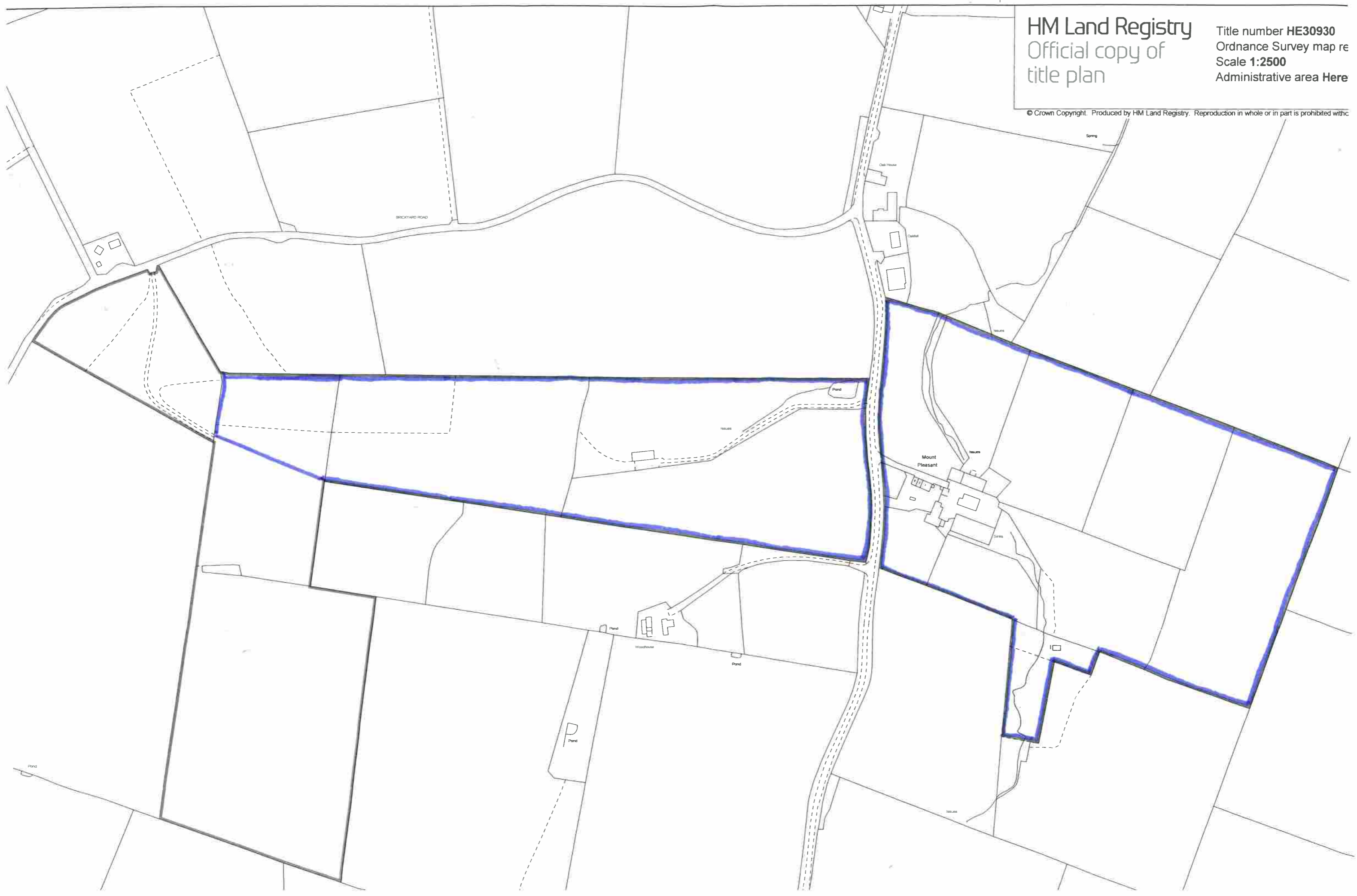


PLAN 2

HM Land Registry
Official copy of
title plan

Title number HE30930
Ordnance Survey map re
Scale 1:2500
Administrative area Here

© Crown Copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of HM Land Registry.



Dated

2024

LOUISE LAILA DUDHILL

and

[]

Overage Deed

Land at Mount Pleasant Farm, Kington, Hereford, HR5 3HF



9 Corve Street
Ludlow
Shropshire
SY8 1DE
Tel: 01584 873156 Fax: 01584 876686

THIS DEED is made on the _____ day of _____ 2024

BETWEEN

- (1) **LOUISE LAILA DUDHILL** of Mount Pleasant Farm, Kington, Hereford, HR5 3HF (the "Seller"); and
- (2) [_____] of [_____] (the "Buyer").

RECITALS

- (A) By a transfer dated the same date as this deed, the Seller has transferred the Property to the Buyer.
- (B) On the terms of this deed, the Buyer agrees to pay an Overage Payment to the Seller on the earlier of the following events occurring during the Overage Period in relation to each Planning Permission granted during the Overage Period:
 - (a) implementation of that Planning Permission; and
 - (b) completion of an Overage Disposal where the land disposed of includes a change of use of the whole or any part(s) of the Property with or without the benefit of that Planning Permission.

IT IS HEREBY AGREED

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

"Base Value": where an Overage Payment has become due under clause 2.1 due to the occurrence of a Trigger Date, the Market Value at that Trigger Date of all the Development Land with the benefit of the Relevant Planning Permission in respect of which that Overage Payment has become due:

- (a) disregarding any effect on value of that Relevant Planning Permission; and
- (b) on the assumption that there is no expectation of the grant of any Planning Permission and/or use of the Property other than Agricultural Use.

However, if a Payment has already been made in respect of the relevant Development Land, the relevant Planning Permission existing on that previous Payment Date is assumed to have been obtained and taken into account in later calculations of the Base Value

"Costs" any reasonable professional costs and disbursements (and VAT as far as the Buyer cannot recover it as input tax) which the Buyer can show he has reasonably and properly incurred in getting the relevant Planning

	Permission (or a fair and reasonable proportion of those costs if the Planning Permission relates to other property in addition to the Development Land)
"Deed of Covenant":	a deed of covenant with the Seller containing covenants in the same terms as those given by the Buyer in this deed with such minor modifications as the Seller may agree.
"Default Rate":	4% per annum above the Interest Rate.
"Development":	Development of the whole or any part or parts of the Property with or without other land for residential purposes, including ancillary landscaping and infrastructure whether with or without the benefit of Planning Permission.
"Development Land":	the whole or any part or parts of the Property with the benefit of a Relevant Planning Permission and/or the whole or any part or parts of the Property which have been used for a Development (whether or not a Relevant Planning Permission has been obtained).
"Disposal":	a disposition within the meaning of section 205 of the Law of Property Act 1925 save for a Permitted Disposal.
"Enhanced Value":	where an Overage Payment has become due under clause 2.1 due to the occurrence of a Trigger Date, the Market Value at that Trigger Date of all the Development Land with the benefit of the Relevant Planning Permission for which that Overage Payment has become due: <ul style="list-style-type: none"> (a) with the benefit of that Relevant Planning Permission and/or use of the Property for residential purposes; and (b) or where no Planning Permission has been obtained, then the Market Value of the Development Land for the use of the Property as at the Trigger Date on the assumption that Planning Permission has been obtained (regardless of the fact that it has not).
"Implementation":	the implementation of a Relevant Planning Permission by the carrying out of a Material Operation provided that, for the purposes of this deed, implementation of a Relevant Planning Permission shall be deemed to have occurred notwithstanding any breach of a condition to that Relevant Planning Permission.
"Independent	a Fellow of the Royal Institution of Chartered

Surveyor":	Surveyors with at least ten years' experience in valuing properties similar to the Property, for uses similar to the Development, and whose usual place of practice is within a 20 mile radius of the Property.
"Interest Rate":	the base rate from time to time of Barclays Bank plc.
"Market Value":	<p>the estimated amount for which the Development Land in respect of which an Overage Payment is being calculated should exchange between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion, on the basis that:</p> <ul style="list-style-type: none"> (a) it is assessed in accordance with paragraph 4 of VPS 4 of the RICS Valuation – Global Standards (November 2019); (b) the provisions of this deed are disregarded; and (c) that Development Land has vacant possession; and (d) that Development Land is assumed to be free from all encumbrances; and <p>any damage to or destruction of that Development Land occurring after the date of this deed is assumed to have been fully reinstated.</p>
"Material Operation":	<p>has the same meaning as in section 56 of the Town and Country Planning Act 1990 but disregarding for the purposes of this deed and for no other purpose, the following operations:</p> <ul style="list-style-type: none"> (a) demolition works; (b) site clearance; (c) ground investigations; (d) site survey works; (e) temporary access construction works; (f) archaeological investigation; and (g) erection of any fences and hoardings.
"Overage Disposal":	(h) a Disposal where the land disposed of includes any Development Land.
"Overage Payment":	<p>a sum calculated in accordance with the following formula:</p> <p>(A – B-C) x 30%</p>

Where:

A = Enhanced Value; and

B = Base Value: and

C = Costs

"Overage Period": 30 years starting on the date of this deed and ending at midnight on [] 2054.

"Payment Date": the date on which an Overage Payment is to be made in accordance with clause 2.2.

"Permitted Disposal": any of the following:

(a) the grant of easements or rights, transfer, lease or dedication to a local or other public authority pursuant to a requirement in an agreement or unilateral undertaking under section 106 of the Town and Country Planning Act 1990;

(b) the grant of easements or rights, transfer, lease or dedication to a highways authority to comply with highways requirements or in connection with the adoption or dedication of public highway; or

(c) the grant of easements or rights, transfer, lease or dedication to a utilities company for an electricity substation, gas governor, sewage or water pumping station, drainage balancing device or other similar matters for the provision of services; or

(d) a lease for a fixed term of less than seven years with no rights of renewal of the whole or any part of the Property.

"Plan": the plan annexed to this agreement.

"Planning Permission": an outline or detailed planning permission for Development granted during the Overage Period by a local planning authority or other appropriate determining body or person including:

(a) a planning permission issued pursuant to an application under Section 73 of the Town & Country Planning Act 1990; and/or

(b) a Lawful Development Certificate for Development; and/or

(c) planning permission for Development granted expressly by the Local Planning Authority or the Secretary of State, whether or not on appeal and planning permission deemed by a Development Order such as the Town & Country Planning (General

Permitted Development) (England) Order 2015 or a Local Development Order; and/or

- (d) any other mechanism which grants planning permission for development and/or consent for development.

"Property": the freehold property being land at Mount Pleasant Farm, Kington, Hereford, HR5 3HF edged red on the Plan and being part of the land registered at HM Land Registry with title absolute under title number HE30930.

"Relevant Planning Permission": a Planning Permission in respect of which an Overage Payment has not previously become due under the terms of this deed.

"Satisfactory Consent": a consent in accordance with the requirements of the restriction referred to in clause 5.2 and the requirements of HM Land Registry from time to time.

"Trigger Date": in respect of each Relevant Planning Permission, the earlier of the date of:

- (a) implementation of that Relevant Planning Permission;
- (b) completion of an Overage Disposal where the land disposed of includes the whole or any part or parts of the Property with the benefit of that Relevant Planning Permission; and

where no Planning Permission has been obtained the next Working Day after the Property or any part of it is used for Development even though no Planning Permission was first obtained.

"VAT": (c) value added tax or any equivalent tax chargeable in the UK.

"Working Day": any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday.

1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 Unless otherwise specified, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision and all orders, notices, codes of practice and guidance made under it.

1.4 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-

enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

- 1.5 Unless the context otherwise requires, references to clauses are to the clauses of this deed.
- 1.6 Clause headings shall not affect the interpretation of this deed.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.9 Unless the context otherwise requires, any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.10 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.11 A reference to **writing** or **written**.
- 1.12 In this deed, a reference to:
 - (a) the Seller includes its personal representatives, heirs and permitted assigns but not other successors; and
 - (b) the Buyer includes its successors in title.

2. OVERAGE PAYMENT

- 2.1 On each occasion that a Trigger Date occurs during the Overage Period, an Overage Payment shall immediately become due from the Buyer to the Seller.
- 2.2 The Buyer covenants that it shall pay each Overage Payment due under clause 2.1 to the Seller on the later of:
 - (a) the date which is 20 Working Days from and including the relevant Trigger Date for that Overage Payment; and
 - (b) the date which is 20 Working Days from and including the date on which the amount of that Overage Payment is agreed or determined in accordance with the terms of this deed.
- 2.3 An Overage Payment shall be due in respect of each and every Trigger Date that occurs during the Overage Period notwithstanding that a Trigger Date may have previously occurred for the Property or any part or parts of it.
- 2.4 The Buyer covenants with the Seller that it shall pay interest at the Interest Rate to the Seller on each Overage Payment that becomes due under clause 2.1. Such interest shall accrue on a daily basis for the period from and including the Trigger Date in respect of that Overage Payment to but excluding the Payment Date in respect of that Overage Payment.

2.5 The Buyer further covenants with the Seller that it shall pay interest at the Default Rate to the Seller on any Overage Payment that is not paid on its Payment Date. Such interest shall accrue on a daily basis for the period from and including the relevant Payment Date to and including the date of payment (whether before or after any judgment) and shall not affect any other remedy the Seller may have.

2.6 The Buyer covenants that it shall:

- (a) supply the Seller with a copy of any planning application in relation to the Property submitted by or on behalf of the Buyer during the Overage Period within 20 Working Days of its submission to the local planning authority or other appropriate determining body or person;
- (b) supply the Seller with a copy of any Planning Permission within 20 Working Days of the date of grant;
- (c) allow the Seller and its surveyor access to the Property at all reasonable times and on reasonable prior notice to inspect whether Implementation of any Relevant Planning Permission has occurred.
- (d) supply the Seller with a copy of any agreement for a Disposal or Permitted Disposal of the whole or any part or parts of the Property that is entered into by the Buyer during the Overage Period within 20 Working Days of that agreement being entered into;
- (e) notify the Seller in writing within 20 Working Days of completion of any Permitted Disposal and at the same time supply the Seller with:
 - (i) a copy of the instrument effecting that Permitted Disposal; and
 - (ii) appropriate evidence that is satisfactory to the Seller (acting reasonably) that such Permitted Disposal is not a Disposal; and
- (f) notify the Seller in writing within 20 Working Days of completion of any Disposal of the whole or any part or parts of the Property during the Overage Period that the Buyer considers is not an Overage Disposal and at the same time supply the Seller with:
 - (i) a copy of the instrument effecting that Disposal; and
 - (ii) appropriate evidence that is satisfactory to the Seller (acting reasonably) that such Disposal is not an Overage Disposal; and
- (g) notify the Seller in writing of the occurrence of any Trigger Date during the Overage Period within 20 Working Days of that Trigger Date occurring and at the same time supply the Seller with:
 - (i) where that Trigger Date has occurred due to the completion of an Overage Disposal, a copy of the instrument effecting that Overage Disposal;
 - (ii) a statement of the amount of the Overage Payment that the Buyer considers is due; and
 - (iii) appropriate evidence that is satisfactory to the Seller (acting reasonably) of how the figure in clause (ii) was calculated.

2.7 The benefit of the Buyer's covenants in relation to any matters contained in this deed is assignable by the Seller.

3. AMOUNT OF OVERAGE PAYMENT

3.1 If the parties agree the amount of an Overage Payment at any time after the relevant Trigger Date for that Overage Payment, the Buyer and the Seller shall immediately sign and date a memorandum recording the amount of that Overage Payment and the date of the memorandum shall be the date of agreement for the purposes of clause 2.2(b).

3.2 If the Buyer and the Seller fail to agree on the amount of an Overage Payment within 20 Working Days from and including the relevant Trigger Date for that Overage Payment, either party may refer the matter for determination by an Independent Surveyor.

3.3 The parties shall agree on the appointment of the Independent Surveyor and shall agree with the Independent Surveyor the terms of the appointment.

3.4 If the parties are unable to agree on an Independent Surveyor or the terms of the appointment within 20 Working Days from and including the date on which the matter was referred for determination under clause 3.2, either party shall then be entitled to request the President for the time being of the Royal Institution of Chartered Surveyors to appoint the Independent Surveyor and to agree with the Independent Surveyor the terms of the appointment.

3.5 The Independent Surveyor is required to prepare a written decision and give notice (including a written copy) of the decision on the amount of the Overage Payment to the parties within 20 Working Days from and including the date of the Independent Surveyor's appointment.

3.6 If the Independent Surveyor dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause then:

(a) either party may apply to the President of the Royal Institution of Chartered Surveyors to discharge the Independent Surveyor and to appoint a replacement Independent Surveyor; and

(b) this clause shall apply to the new Independent Surveyor as if they were the first Independent Surveyor appointed.

3.7 The parties are entitled to make submissions to the Independent Surveyor including oral submissions and shall provide (or procure that others provide) the Independent Surveyor with such assistance and documents as the Independent Surveyor reasonably requires for the purpose of reaching a decision.

3.8 The Independent Surveyor shall act as an expert and not as an arbitrator. The Independent Surveyor's written decision shall be final and binding on the parties in the absence of manifest error or fraud.

3.9 The Buyer and the Seller agree to pay the Independent Surveyor's costs in the proportions determined by the Independent Surveyor within 20 Working Days from and including a demand for payment. If they are not so paid, the party against whom the costs were not awarded shall be

entitled to pay the Independent Surveyor the sums due and recover the amount from the other party on demand.

- 3.10 In default of agreement pursuant to clause 3.1, the Overage Payment shall be the amount determined by the Independent Surveyor and the date of issue of the Independent Surveyor's written decision shall be taken as the date of determination for the purposes of clause 2.2(b).

4. DISPOSALS AND RESTRICTION

- 4.1 The Buyer covenants with the Seller not to make any Disposal of the whole or any part or parts of the Property at any time during the Overage Period without first procuring that the person to whom that Disposal is being made has executed a Deed of Covenant.

- 4.2 The Buyer shall apply for the entry of the following restriction against the Buyer's title to the Property at HM Land Registry simultaneously with the registration of the transfer of the Property to the Buyer and shall procure that the restriction has priority to any mortgage or charge entered into by the Buyer:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written certificate signed by a Conveyancer that the provisions of clause 4.1 of a deed dated [] 2024 and made between (1) Louise Laila Dudhill (2) [] have been complied with or that they do not apply to the disposition."

5. SELLER'S OBLIGATIONS

- 5.1 The Seller covenants with the Buyer that the Seller shall:
- (a) provide Satisfactory Consent for the registration of a Permitted Disposal of the whole or any part or parts of the Property at HM Land Registry immediately on receipt of a written request from the Buyer;
 - (b) following a Permitted Disposal, if reasonably required by the Buyer in order to ensure that the same restriction (or a new restriction in the same terms) as the restriction referred to in clause 4.2 is not entered against the registered title to the Property (or relevant part of the Property in the case of the Permitted Disposal of part of the Property) once the disponent under that Permitted Disposal is registered as the registered proprietor of that title:
 - (i) not object to an application by the Buyer or that disponent to cancel that restriction in relation to the Property (or part of the Property) disposed of under that Permitted Disposal; or
 - (ii) in relation to any application by the Buyer or that disponent to withdraw that restriction, provide immediately on receipt of a written request from the Buyer or that disponent a consent to that withdrawal in accordance with the requirements of HM Land Registry from time to time;
 - (c) provide Satisfactory Consent for the registration of a Disposal of the whole or any part or parts of the Property at HM Land Registry

immediately on receipt of a Deed of Covenant properly executed by the person to whom that Disposal is being made provided that there are then no outstanding sums due from the Buyer under the terms of this deed; and

- (d) apply for the withdrawal of the restriction entered against the title to the Property within 20 Working Days from and including the end of the Overage Period.

6. SELLER'S COSTS

6.1 The Buyer covenants with the Seller that it shall pay the Seller's reasonable legal and surveyor's costs and disbursements including any irrecoverable VAT incurred in connection with:

- (a) each Deed of Covenant;
- (b) the entry and withdrawal of each restriction against the title to the Property; and
- (c) the Seller granting written consent to each Permitted Disposal or Disposal of the whole or any part or parts of the Property.

7. VAT

7.1 Each amount stated to be payable by the Buyer to the Seller under or pursuant to this deed is exclusive of VAT (if any).

7.2 If any VAT is chargeable on any supply made by the Seller under or pursuant to this deed, the Buyer shall on receipt of a valid VAT invoice, pay the Seller an amount equal to that VAT.

8. NOTICES

8.1 Any notice given under this deed must be in writing and signed by or on behalf of the party giving it.

8.2 Any notice or document to be given or delivered under this deed must be:

- (a) delivered by hand; or
- (b) sent by pre-paid first class post or other next Working Day delivery service.

8.3 Any notice or document to be given or delivered under this deed must be sent to the relevant party as follows:

- (a) to the Seller at Mount Pleasant Farm, Kington, Hereford, HR5 3HF for the attention of Louise Laila Dudhill;
- (b) to the Buyer at [] marked for the attention of [].

or as otherwise specified by the relevant party by notice in writing to the other party.

- 8.4 Any change of the details in clause 8.3 specified by the relevant party by notice in writing to the other party will take effect for the party notified of the change at 9.00 am on the later of:
- (a) the date, if any, specified in the notice as the effective date for the change; or
 - (b) the date five Working Days after deemed receipt of the notice.
- 8.5 Any notice or document given or delivered in accordance with clause 8.1, clause 8.2 and clause 8.3 will be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or
 - (b) if sent by pre-paid first class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting.
- 8.6 In proving delivery of a notice or document, it will be sufficient to prove that:
- (a) a delivery receipt was signed or that the notice or document was left at the address; or
 - (b) the envelope containing the notice or document was properly addressed and posted by pre-paid first class post or other next Working Day delivery service.
- 8.7 A notice given or document delivered under this deed will not be validly given or delivered if sent by email.
- 8.8 This clause 8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

9. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

10. ENTIRE AGREEMENT

- 10.1 This deed constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 10.2 Each party acknowledges that in entering into this deed it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made negligently or innocently) other than those set out in this deed.
- 10.3 Nothing in this clause shall limit or exclude any liability for fraud.

11. JOINT AND SEVERAL LIABILITY

Where the Buyer comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Buyer arising under this deed and the Seller may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

12. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

13. JURISDICTION

Subject to clause 3.2 to clause 3.10 (inclusive), each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF this document has been executed and delivered as a deed on the date first stated above.

Signed as a deed by

LOUISE LAILA DUDHILL

in the presence of:

SIGNATURE OF WITNESS.....

NAME (BLOCK CAPITALS)

WITNESS'S

ADDRESS.....

.....

.....

Signed as a deed by

[.....]

in the presence of:

SIGNATURE OF WITNESS.....

NAME (BLOCK CAPITALS)

WITNESS'S

ADDRESS.....

.....

.....

Signed as a deed by

[.....]

in the presence of:

SIGNATURE OF WITNESS.....

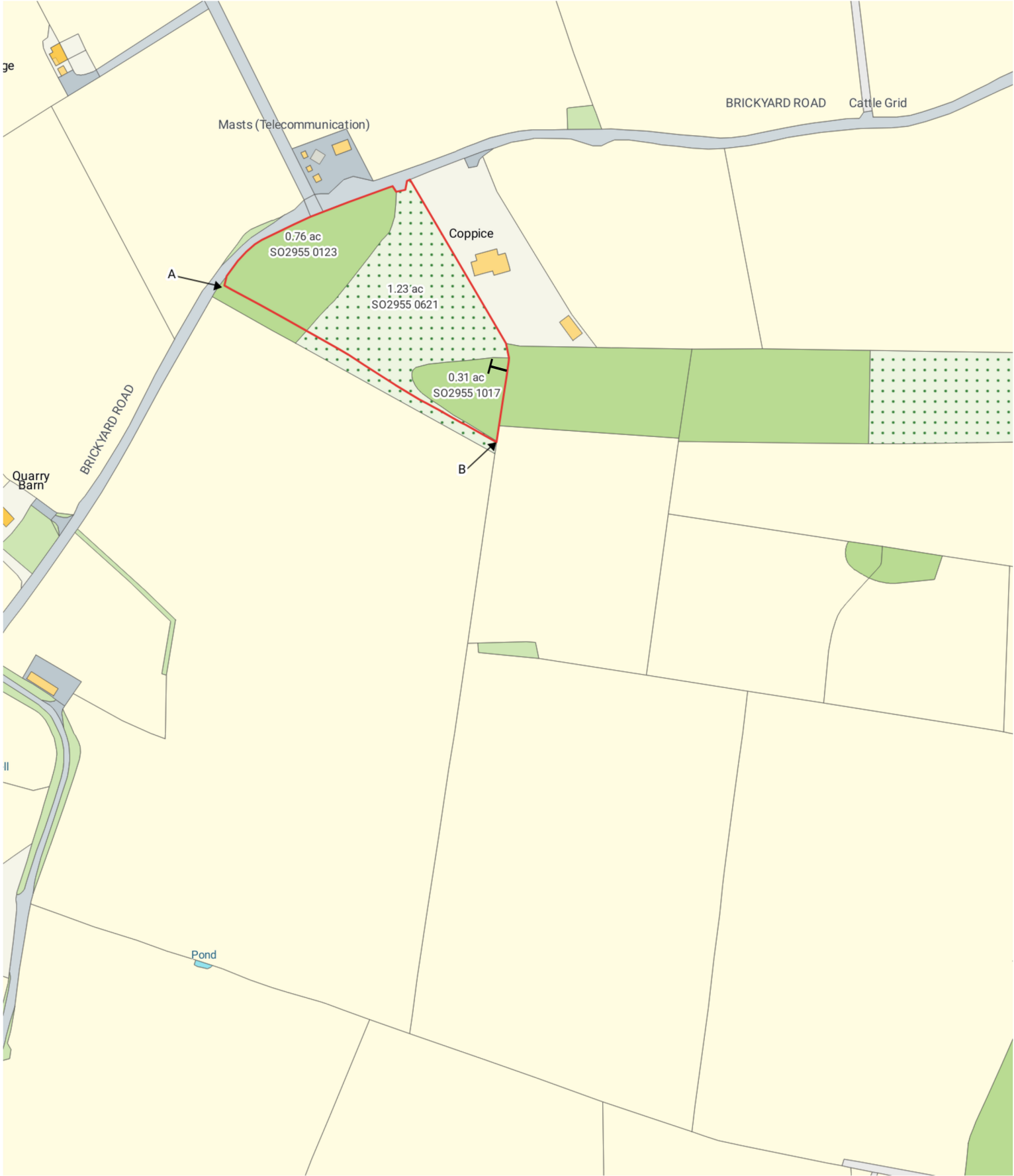
NAME (BLOCK CAPITALS)

WITNESS'S

ADDRESS.....

.....

.....



Dated

2024

LOUISE LAILA DUDHILL

and

[BUYER]

Contract for the Sale of Freehold Land With Vacant Possession

At

Mount Pleasant Farm, Kington, Hereford, HR5 3HF



9 Corve Street
Ludlow
Shropshire
SY8 1DE
Tel: 01584 873156 Fax: 01584 876686

THIS CONTRACT is made on the _____ day of _____ 2023

BETWEEN

- (1) LOUISE LAILA DUDHILL of Mount Pleasant Farm, Kington, Hereford, HR5 3HF (the "Seller");
- (2) [_____] of [_____](the "Buyer").

IT IS HEREBY AGREED

1. INTERPRETATION

The following definitions and rules of interpretation apply in this contract.

1.1 Definitions:

"Basic Payment Scheme": the basic payment scheme established by Regulation (EU) No 1307/2013 and any similar replacement scheme and any similar additional scheme, whether resulting from CAP Reform or otherwise, and including any similar or analogous scheme established under domestic legislation.

"Buyer's Conveyancer": [NAME, ADDRESS, FAX NUMBER, REFERENCE].

"CAP": Common Agricultural Policy.

"CAP Reform": the implementation of the agreement on the reform of the CAP under Regulations (EU) 1305/2013, 1306/2013, 1307/2013 and 1308/2013 of the European Parliament and of the Council and any similar replacement or additional legislative instruments and all associated delegated and implementing acts, and all legislation, guidance and codes of practice made from time to time under them by the UK government or any devolved authority applicable to the Property, in each case as amended, extended or re-enacted from time to time.

"Completion Date": [_____] 2024

"Contract Rate": interest at 4% per annum above the base rate from time to time of Barclays Bank plc.

"Defra": the Department for Environment, Food and Rural Affairs and any successor ministry or department.

"Deposit": £[AMOUNT] (exclusive of VAT).

"Electronic Payment": payment by electronic means in same day cleared funds from an account held in the name of the Buyer's Conveyancer at a clearing bank to an account in the name of the Seller's Conveyancer.

"Encumbrance": any mortgage, charge (fixed or floating), pledge, lien, guarantee, trust, right of set-off or other third party right or interest (legal or equitable) including

any assignment by way of security, reservation of title or other security interest of any kind, however created or arising, or any other agreement or arrangement (including a sale and repurchase agreement) having similar effect.

"Entitlements": payment entitlements for subsidy payment under the Basic Payment Scheme and any similar replacement entitlements, whether resulting from CAP Reform or otherwise, and including any replacement entitlements established under domestic legislation.

"Overage Deed": the overage deed to be entered into between (1) the Seller (2) the Buyer in the form attached to Annex B.

"Part 1 Conditions": the conditions in Part 1 of the Standard Commercial Property Conditions (Third Edition) and **Condition** means any one of them.

"Part 2 Conditions": the conditions in Part 2 of the Standard Commercial Property Conditions (Third Edition).

"Plan": the plan attached to this contract at Annex A.

"Property": the freehold property at Mount Pleasant Farm, Kington, Hereford, HR5 3HF edged red on the Plan and being part of the Property registered at HM Land Registry with title absolute title under title number HE30930.

"Purchase Price": £[AMOUNT] (exclusive of VAT).

"Seller's Conveyancer": Mfg Solicitors LLP, DX 709052 Ludlow 3 (Ref SMO/DUD02723.0001).

"VAT": value added tax chargeable in the UK.

"Written replies": are
(a) written replies that the Seller's Conveyancer has given prior to exchange of this agreement to any written enquiries raised by the Buyer's Conveyancer; or
(b) written replies to written enquiries given prior to exchange of this agreement by the Seller's Conveyancer to the Buyer's Conveyancer.

1.2 A "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under them and all orders, notices, codes of practice and guidance made under them.

- 1.4 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.5 Except in relation to the definition of Written Replies, a reference to "writing" or "written" excludes fax and email.
- 1.6 Unless the context otherwise requires, references to clauses are to the clauses of this contract.
- 1.7 Clause headings shall not affect the interpretation of this contract.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. SALE AND PURCHASE

- 2.1 The Seller will sell and the Buyer will buy the Property for the Purchase Price on the terms of this contract.
- 2.2 The Buyer cannot require the Seller to:
 - (a) transfer the Property or any part of it to any person other than the Buyer;
 - (b) transfer the Property in more than one parcel or by more than one transfer; or
 - (c) apportion the Purchase Price between different parts of the Property.
- 2.3 On completion the Buyers will reimburse the Seller the sum of £275.30 in respect of searches supplied.

3. CONDITIONS

- 3.1 The Part 1 Conditions are incorporated in this contract so far as they:
 - (a) apply to a sale by private treaty;
 - (b) relate to freehold property;
 - (c) are not inconsistent with the other clauses in this contract; and
 - (d) have not been modified or excluded by any of the other clauses in this contract.
- 3.2 The terms used in this contract have the same meaning when used in the Part 1 Conditions.
- 3.3 The following Conditions are amended:
 - (a) Condition 1.1.1(d) is amended so that reference to the completion date in Condition 1.1.1(d) refers instead to the Completion Date as defined in this contract.

- (b) Condition 1.1.1(e) is amended so that reference to the contract rate in Condition 1.1.1(e) refers instead to the Contract Rate as defined in this contract.
- (c) Condition 1.1.1(o) is amended so that reference to VAT in Condition 1.1.1(o) refers instead to VAT as defined in this contract.
- (d) Condition 7.6.3 is amended so that reference to "Condition 4.1.2" is reference to "clause 9".

3.4 Condition 1.1.4(a) does not apply to this contract.

3.5 The Part 2 Conditions are not incorporated into this contract.

4. RISK AND INSURANCE

4.1 With effect from exchange of this **contract**, the Property is at the Buyer's risk and the Seller is under no obligation to the Buyer to insure the Property.

4.2 No damage to or destruction of the Property nor any deterioration in its condition, however caused, will entitle the Buyer either to any reduction of the Purchase Price or to refuse to complete or to delay completion.

4.3 Conditions 8.2.2, 8.2.3 and 8.2.4(b) do not apply to this **contract**.

5. DEPOSIT

5.1 On the date of this **contract**, the Buyer will pay the Deposit to the Seller's Conveyancer as stakeholder on terms that on completion the Deposit is paid to the Seller with accrued interest.

5.2 The Deposit must be paid by **Electronic Payment**.

5.3 Conditions 3.2.1, 3.2.2 and 9.8.3 do not apply to this **contract**.

5.4 The provisions of clause 5.5, to clause 5.8 (inclusive) will only apply if:

- (a) the Deposit is less than 10% of the Purchase Price; or
- (b) no Deposit is payable on the date of this **contract**.

5.5 In this clause, the expression "Deposit Balance" means:

- (a) (where the Deposit is less than 10% of the Purchase Price) the sum calculated by deducting the Deposit from 10% of the Purchase Price; or
- (b) (where no Deposit is payable on the date of this **contract**) a sum equal to 10% of the Purchase Price.

5.6 If completion does not take place on the Completion Date due to the default of the Buyer, the Buyer will immediately pay to the Seller's Conveyancer the Deposit Balance (together with interest on it at the **Contract Rate** for the period from and including the Completion Date to and including the date of actual payment) by Electronic Payment.

5.7 After the Deposit Balance has been paid pursuant to clause 5.6, it will be treated as forming part of the Deposit for all purposes of this **contract**.

5.8 The provisions of clause 5.5, clause 5.6 and clause 5.7 (inclusive) are without prejudice to any other rights or remedies of the Seller in relation to any delay in completion.

6. DEDUCING TITLE

- 6.1 The Seller's title to the Property has been deduced to the Buyer's Conveyancer before the date of this contract.
- 6.2 The Buyer is deemed to have full knowledge of the title and is not entitled to raise any objection, enquiry or requisition in relation to it.
- 6.3 Conditions 7.1, 7.2, 7.3.1 and 7.4.2 do not apply to this **contract**.

7. VACANT POSSESSION

- 7.1 The Property will be sold with vacant possession on completion.

8. TITLE GUARANTEE

- 8.1 Subject to the other provisions of this clause, the Seller will transfer the Property with full title guarantee.
- 8.2 The implied covenants for title are modified so that:
- (a) the covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to costs arising from the Buyer's failure to:
 - (i) make proper searches; or
 - (ii) raise requisitions on title or on the results of the Buyer's searches.
- 8.3 Condition 7.6.2 does not apply to this **contract**.

9. MATTERS AFFECTING THE PROPERTY

- 9.1 The Seller will sell the Property free from incumbrances other than:
- (a) any matters contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 11 December 2023 as at 13:53:57 under title number HE30930;
 - (b) any matters discoverable by inspection of the Property before the date of this contract;
 - (c) any matters which the Seller does not and could not reasonably know about;
 - (d) any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into this contract;
 - (e) public requirements; and
 - (f) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002.
- 9.2 Conditions 4.1.1, 4.1.2 and 4.1.3 do not apply to this contract.
- 9.3 The Buyer is deemed to have full knowledge of the matters referred to in clause 9.1 and will not raise any enquiry, objection, requisition or claim in respect of any of them.

10. TRANSFER

- 10.1 The transfer to the Buyer will be in the agreed form annexed to this contract.
- 10.2 The Buyer and the Seller will execute the transfer in original and counterpart.
- 10.3 Condition 7.6.5(b) does not apply to this **Contract**.

11. VAT

- 11.1 Each amount stated to be payable by the Buyer to the Seller under or pursuant to this **contract** is exclusive of VAT (if any).
- 11.2 If any VAT is chargeable on any supply made by the Seller under or pursuant to this **contract**, the Buyer will on receipt of a valid VAT invoice, pay the Seller an amount equal to that VAT as additional consideration on completion.

12. COMPLETION

- 12.1 Completion will take place on the Completion Date.
- 12.2 Condition 9.1.1 does not apply to this **contract**.
- 12.3 Conditions 9.1.2 and 9.1.3 are varied by the deletion of 2.00 pm as the stipulated time and the substitution of 1.00 pm.
- 12.4 Condition 1.1.3(b) is amended to read: "in the case of the seller, even though a mortgage remains secured on the property, if the amount to be paid on completion enables the property to be transferred freed of all mortgages, (except those to which the **sale** is expressly subject) or if the seller produces reasonable evidence that this is the case."
- 12.5 Condition 9.4 is amended to add, "(d) any other sum which the parties agree under the terms of the **contract** should be paid or allowed on completion".
- 12.6 Condition 9.7 is amended to read: "The buyer is to pay the money due on completion by Electronic Payment and, if appropriate, by an unconditional release of a deposit held by a stakeholder".
- 12.7 On completion the Buyer and the Seller will enter into the Deed of Overage.

13. BUYER'S ACKNOWLEDGEMENT OF CONDITION

The Buyer acknowledges that before the date of this contract, the Seller has given the Buyer and others authorised by the Buyer, permission and the opportunity to inspect, survey and carry out investigations as to the condition of the Property. The Buyer has formed the Buyer's own view as to the condition of the Property and the suitability of the Property for the Buyer's purposes.

14. BASIC PAYMENT SCHEME

The Seller is entitled to the Basic Payment Scheme payment for the 2023 claim year.

15. ENTIRE AGREEMENT

- 15.1 This **contract** constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 15.2 The Buyer acknowledges that in entering into this **contract** the Buyer does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those:
- (a) set out in this **contract** ; or
 - (b) contained in any Written Replies.
- 15.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 15.4 Condition 10.1 is varied to read, "If any plan or statement in the **contract**, or in Written Replies, is or was misleading or inaccurate due to any error or omission, the remedies available are as follows..."

16. JOINT AND SEVERAL LIABILITY

- 16.1 Where the Buyer or the Seller comprises more than one person, those persons will be jointly and severally liable for the Buyer's obligations and liabilities arising under this contract. The Seller may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 16.2 Condition 1.2 does not apply to this contract.

17. NOTICES

- 17.1 Any notice given under this contract must be in writing and signed by or on behalf of the party giving it.
- 17.2 Any notice or document to be given or delivered under this contract must be:
- (a) delivered by hand; or
 - (b) sent by pre-paid first class post or other next working day delivery service; or
 - (c) sent through the document exchange (DX).
- 17.3 Any notice or document to be given or delivered under this contract must be sent to the relevant party as follows:
- (a) to the Seller at:
Mount Pleasant Farm, Kington, Hereford, HR5 3HF quoting the reference MRS LOUISE LAILA DUDHILL;
 - (b) to the Buyer at the Buyer's Conveyancer, quoting the reference [REFERENCE].:
- or as otherwise specified by the relevant party by notice in writing to the other party.

- 17.4 Any change of the details in clause 17.3 specified in accordance with that clause shall take effect for the party notified of the change at 9.00 am on the later of:
- (a) the date, if any, specified in the notice as the effective date for the change; or
 - (b) the date five working days after deemed receipt of the notice.
- 17.5 Giving or delivering a notice or a document to a party's conveyancer has the same effect as giving or delivering it to that party.
- 17.6 Any notice or document given or delivered in accordance with clause 17.1, clause 17.2 and clause 17.3 will be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a working day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day; or
 - (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting ; or
 - (c) if sent through the DX, at 9.00 am on the second working day after being put into the DX.
- 17.7 In proving delivery of a notice or document, it will be sufficient to prove that:
- (a) a delivery receipt was signed or that the notice or document was left at the address; or
 - (b) the envelope containing the notice or document was properly addressed and posted by pre-paid first class post or other next working day delivery service; or
 - (c) the envelope containing the notice or document was properly addressed and was put in the DX.
- 17.8 A notice or document given or delivered under this **contract** shall not be validly given or delivered if sent by email.
- 17.9 Condition 1.3 does not apply to this **contract**.
- 17.10 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18. THIRD PARTY RIGHTS

- 18.1 A person who is not a party to this contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.
- 18.2 Condition 1.5 is excluded.

19. GOVERNING LAW

This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

20. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this contract or its subject matter or formation (including non-contractual disputes or claims).

This contract has been entered into on the date stated at the beginning of it.

Signed by **SELLER**

.....

.....

Signed by **BUYER**

.....

.....

ANNEX A
Plan

ANNEX B
Overage Deed



HM Land Registry

Transfer of part of registered title(s)

TP1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of **all** the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) out of which the property is transferred: HE30930
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property: Land at Mount Pleasant Farm, Kingswood, Kington, Hereford, HR5 3HF</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red on Plan 1</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date:
5	<p>Transferor: Louise Laila Dudhill</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register:</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>

LOT 2 TRANSFER

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

7	Transferee's intended address(es) for service for entry in the register:
8	The transferor transfers the property to the transferee
9	<p>Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures):</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>
10	<p>The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>The covenants implied under the LPMPA 1994 are modified so that the covenant set out in section 2(1)(b) of the LPMPA 1994 will not extend to costs arising from the Transferee's failure to:</p> <ul style="list-style-type: none">(i) make proper searches; or(ii) raise requisitions on title or on the results of the Transferee's searches.
11	<p>Declaration of trust. The transferee is more than one person and</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares</p> <p><input type="checkbox"/> they are to hold the property on trust:</p>
12.1	<p>ADDITIONAL PROVISIONS</p> <p>Definitions</p> <p>[A final Plan 2 showing the extent of the Transferor's Retained Land will be provided following completion of the Tender process.]</p>

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

12.1.1 The following definitions and rules of interpretation apply in this transfer.

LPMPA 1994: the Law of Property (Miscellaneous Provisions) Act 1994.

Plan 1: the plan attached to this Transfer marked "Plan 1".

Plan 2: the plan attached to this Transfer marked "Plan 2".

Property: the freehold property being land at Mount Pleasant Farm, Kingswood, Kington, Hereford, HR5 3HF edged red on the Plan and being part of the land registered at H M Land Registry with title absolute under title number HE30930 and each and every part of it.

Transferor's Retained Land: the freehold property being Mount Pleasant Farm, Kingswood, Kington, Hereford, HR5 3HF edged blue on Plan 2 [TBC as above] being the remainder of the land (excluding the Property) registered at HM Land Registry under title number HE30930 and each and every part of it.

12.1.2 Any obligation in this transfer on the Transferee not to do something includes an obligation not to permit or allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

12.1.3 A **person** includes a corporate or unincorporated body (whether or not having separate legal personality).

12.1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

12.1.5 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

12.1.6 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

12.1.7 Clause headings shall not affect the interpretation of this transfer.

12.1.8 Any words following the terms **including, include in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

12.1.9 "Transferor" and "Transferee" shall include their respective successors in title.

12.1.10 The disposition effected by this transfer is subject to:

(a) any matters contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 11 December 2023 at 13:53:57 under title number HE30930;

(b) any matters discoverable by inspection of the Property before;

(c) any matters which the Transferor does not and could not reasonably know about;

(d) any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into a contract for the purchase of the Property;

(e) any notice, order or proposal given or made by a body acting on statutory authority;

(f) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002.

12.1.11 All matters recorded at the date of this transfer in registers open to the public inspection, are deemed to be within the actual knowledge of the Transferee for the purposes of section 6(2)(a) of the LPMPA 1994, notwithstanding section 6(3) of the LPMPA 1994.

12.1.12 The Property shall not, by virtue of this transfer, have any rights or easements or the benefit of any other matters over land retained by the Transferor other than those (if any) which are expressly mentioned in or granted by this transfer and section 62 of the Law of Property Act 1925 is qualified so as not to include any liberties, privileges, easements, rights or advantages over land retained by the Transferor except as expressly mentioned in or created by this transfer.

12.2 RIGHTS GRANTED FOR THE BENEFIT OF THE PROPERTY

The Transferor grants to the Transferee for the benefit of the Property the right of support and protection to the Property from adjoining parts of the Transferor's Retained Land.

12.3 RIGHTS RESERVED FOR THE BENEFIT OF OTHER LAND

The Transferor accepts and reserves out of the Property for the benefit of the Transferor's Retained

Land (excluding the Property) the right of support and protection to the Transferor's Retained Land and any building on the Transferor's Retained Land from any adjoining parts of the Property.

12.4 RESTRICTIVE COVENANTS BY THE TRANSFEE

The Transferee covenants with the Transferor, for the benefit of the Transferor's Retained Land and each and every part of it, with the intention of binding the Property and each and every part of it:

- (a) Not to use the Property for any purpose other than for a single private dwelling house, agriculture, woodland, forestry, renewable project(s), camping, glamping and equestrian;
- (b) Not to use the Property for any noisy, offensive, illegal or immoral purpose;
- (c) Not to do anything at the Property that would cause loss, damage, injury, nuisance, annoyance, disturbance or inconvenience to the Transferor or the owners or occupiers of any neighbouring property.

12.5 POSITIVE COVENANTS BY THE TRANSFEE

The Transferee covenants with the Transferor:

- (a) within 30 days of the date of this Transfer, to erect and thereafter to forever maintain a stockproof fence along the boundary between points A and B on Plan 1;
- (b) to maintain the boundaries with an inward "T" on Plan 1.

12.6 INDEMNITY COVENANT

The Transferee covenants by way of indemnity only, on behalf of the Transferee and the Transferee's successors in title, to observe and perform the charges, incumbrances, covenants and restrictions contained or referred to in the property and charges registers of HE30930 in so far as they relate to the Property and the covenants contained in this transfer in so far as they are subsisting and capable of taking effect and shall keep the Transferor indemnified against all proceedings, costs, claims and expenses arising from any failure to do so.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Include words of covenant.

Include words of covenant.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Restrictive covenants by the transferor

Other

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

13 Execution

Signed as a Deed by
LOUISE LAILA DUDHILL
in the presence of:

WITNESS'S
SIGNATURE.....

WITNESS'S NAME (BLOCK
CAPITALS).....

WITNESS'S
ADDRESS.....

.....

.....

WITNESS'S
OCCUPATION.....

Signed as a Deed by

in the presence of:

WITNESS'S SIGNATURE.....

WITNESS'S NAME (BLOCK CAPITALS)
.....

WITNESS'S ADDRESS.....
.....
.....

WITNESS'S OCCUPATION.....

Signed as a Deed by

in the presence of:

WITNESS'S SIGNATURE.....

WITNESS'S NAME (BLOCK CAPITALS)
.....

WITNESS'S ADDRESS.....
.....
.....

WITNESS'S OCCUPATION.....

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

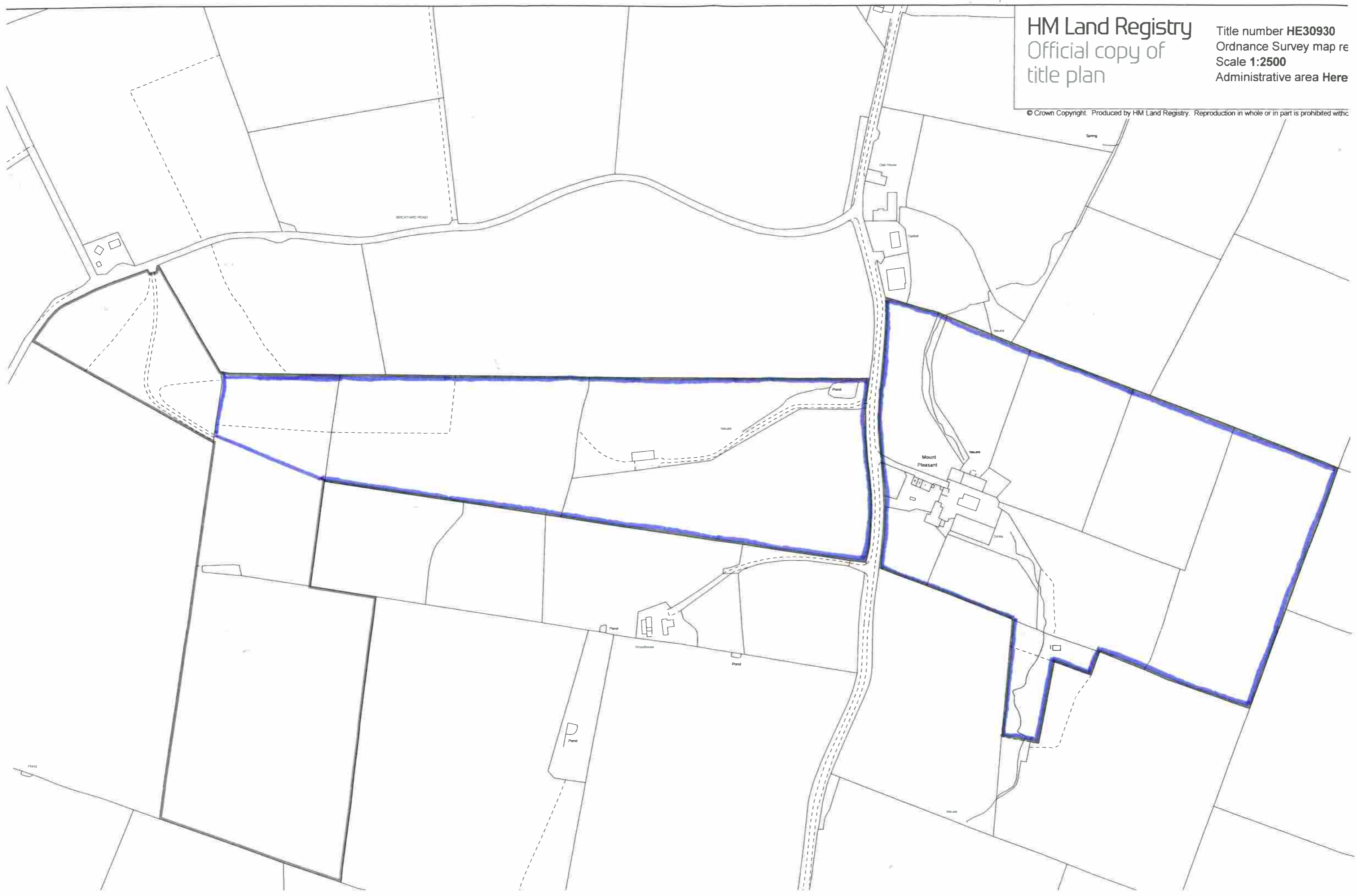


PLAN 2

HM Land Registry
Official copy of
title plan

Title number HE30930
Ordnance Survey map re
Scale 1:2500
Administrative area Here

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Dated

2024

LOUISE LAILA DUDHILL

and

[]

Overage Deed

Land at Mount Pleasant Farm, Kington, Hereford, HR5 3HF



9 Corve Street
Ludlow
Shropshire
SY8 1DE
Tel: 01584 873156 Fax: 01584 876686

THIS DEED is made on the _____ day of _____ 2024

BETWEEN

- (1) **LOUISE LAILA DUDHILL** of Mount Pleasant Farm, Kington, Hereford, HR5 3HF (the "Seller"); and
- (2) [_____] of [_____] (the "Buyer").

RECITALS

- (A) By a transfer dated the same date as this deed, the Seller has transferred the Property to the Buyer.
- (B) On the terms of this deed, the Buyer agrees to pay an Overage Payment to the Seller on the earlier of the following events occurring during the Overage Period in relation to each Planning Permission granted during the Overage Period:
 - (a) implementation of that Planning Permission; and
 - (b) completion of an Overage Disposal where the land disposed of includes a change of use of the whole or any part(s) of the Property with or without the benefit of that Planning Permission.

IT IS HEREBY AGREED

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

"Base Value": where an Overage Payment has become due under clause 2.1 due to the occurrence of a Trigger Date, the Market Value at that Trigger Date of all the Development Land with the benefit of the Relevant Planning Permission in respect of which that Overage Payment has become due:

- (a) disregarding any effect on value of that Relevant Planning Permission; and
- (b) on the assumption that there is no expectation of the grant of any Planning Permission and/or use of the Property other than Agricultural Use.

However, if a Payment has already been made in respect of the relevant Development Land, the relevant Planning Permission existing on that previous Payment Date is assumed to have been obtained and taken into account in later calculations of the Base Value

"Costs" any reasonable professional costs and disbursements (and VAT as far as the Buyer cannot recover it as input tax) which the Buyer can show he has reasonably and properly incurred in getting the relevant Planning

	Permission (or a fair and reasonable proportion of those costs if the Planning Permission relates to other property in addition to the Development Land)
"Deed of Covenant":	a deed of covenant with the Seller containing covenants in the same terms as those given by the Buyer in this deed with such minor modifications as the Seller may agree.
"Default Rate":	4% per annum above the Interest Rate.
"Development":	Development of the whole or any part or parts of the Property with or without other land for residential purposes, including ancillary landscaping and infrastructure whether with or without the benefit of Planning Permission.
"Development Land":	the whole or any part or parts of the Property with the benefit of a Relevant Planning Permission and/or the whole or any part or parts of the Property which have been used for a Development (whether or not a Relevant Planning Permission has been obtained).
"Disposal":	a disposition within the meaning of section 205 of the Law of Property Act 1925 save for a Permitted Disposal.
"Enhanced Value":	where an Overage Payment has become due under clause 2.1 due to the occurrence of a Trigger Date, the Market Value at that Trigger Date of all the Development Land with the benefit of the Relevant Planning Permission for which that Overage Payment has become due: <ul style="list-style-type: none"> (a) with the benefit of that Relevant Planning Permission and/or use of the Property for residential purposes; and (b) or where no Planning Permission has been obtained, then the Market Value of the Development Land for the use of the Property as at the Trigger Date on the assumption that Planning Permission has been obtained (regardless of the fact that it has not).
"Implementation":	the implementation of a Relevant Planning Permission by the carrying out of a Material Operation provided that, for the purposes of this deed, implementation of a Relevant Planning Permission shall be deemed to have occurred notwithstanding any breach of a condition to that Relevant Planning Permission.
"Independent	a Fellow of the Royal Institution of Chartered

Surveyor":	Surveyors with at least ten years' experience in valuing properties similar to the Property, for uses similar to the Development, and whose usual place of practice is within a 20 mile radius of the Property.
"Interest Rate":	the base rate from time to time of Barclays Bank plc.
"Market Value":	<p>the estimated amount for which the Development Land in respect of which an Overage Payment is being calculated should exchange between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion, on the basis that:</p> <ul style="list-style-type: none"> (a) it is assessed in accordance with paragraph 4 of VPS 4 of the RICS Valuation – Global Standards (November 2019); (b) the provisions of this deed are disregarded; and (c) that Development Land has vacant possession; and (d) that Development Land is assumed to be free from all encumbrances; and <p>any damage to or destruction of that Development Land occurring after the date of this deed is assumed to have been fully reinstated.</p>
"Material Operation":	<p>has the same meaning as in section 56 of the Town and Country Planning Act 1990 but disregarding for the purposes of this deed and for no other purpose, the following operations:</p> <ul style="list-style-type: none"> (a) demolition works; (b) site clearance; (c) ground investigations; (d) site survey works; (e) temporary access construction works; (f) archaeological investigation; and (g) erection of any fences and hoardings.
"Overage Disposal":	(h) a Disposal where the land disposed of includes any Development Land.
"Overage Payment":	<p>a sum calculated in accordance with the following formula:</p> <p>(A – B-C) x 30%</p>

Where:

A = Enhanced Value; and

B = Base Value: and

C = Costs

"Overage Period": 30 years starting on the date of this deed and ending at midnight on [] 2054.

"Payment Date": the date on which an Overage Payment is to be made in accordance with clause 2.2.

"Permitted Disposal": any of the following:

(a) the grant of easements or rights, transfer, lease or dedication to a local or other public authority pursuant to a requirement in an agreement or unilateral undertaking under section 106 of the Town and Country Planning Act 1990;

(b) the grant of easements or rights, transfer, lease or dedication to a highways authority to comply with highways requirements or in connection with the adoption or dedication of public highway; or

(c) the grant of easements or rights, transfer, lease or dedication to a utilities company for an electricity substation, gas governor, sewage or water pumping station, drainage balancing device or other similar matters for the provision of services; or

(d) a lease for a fixed term of less than seven years with no rights of renewal of the whole or any part of the Property.

"Plan": the plan annexed to this agreement.

"Planning Permission": an outline or detailed planning permission for Development granted during the Overage Period by a local planning authority or other appropriate determining body or person including:

(a) a planning permission issued pursuant to an application under Section 73 of the Town & Country Planning Act 1990; and/or

(b) a Lawful Development Certificate for Development; and/or

(c) planning permission for Development granted expressly by the Local Planning Authority or the Secretary of State, whether or not on appeal and planning permission deemed by a Development Order such as the Town & Country Planning (General

Permitted Development) (England) Order 2015 or a Local Development Order; and/or

- (d) any other mechanism which grants planning permission for development and/or consent for development.

"Property": the freehold property being land at Mount Pleasant Farm, Kington, Hereford, HR5 3HF edged purple on the Plan and being part of the land registered at HM Land Registry with title absolute under title number HE30930.

"Relevant Planning Permission": a Planning Permission in respect of which an Overage Payment has not previously become due under the terms of this deed.

"Satisfactory Consent": a consent in accordance with the requirements of the restriction referred to in clause 5.2 and the requirements of HM Land Registry from time to time.

"Trigger Date": in respect of each Relevant Planning Permission, the earlier of the date of:

- (a) implementation of that Relevant Planning Permission;
- (b) completion of an Overage Disposal where the land disposed of includes the whole or any part or parts of the Property with the benefit of that Relevant Planning Permission; and

where no Planning Permission has been obtained the next Working Day after the Property or any part of it is used for Development even though no Planning Permission was first obtained.

"VAT": (c) value added tax or any equivalent tax chargeable in the UK.

"Working Day": any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday.

1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 Unless otherwise specified, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision and all orders, notices, codes of practice and guidance made under it.

1.4 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-

enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

- 1.5 Unless the context otherwise requires, references to clauses are to the clauses of this deed.
- 1.6 Clause headings shall not affect the interpretation of this deed.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.9 Unless the context otherwise requires, any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.10 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.11 A reference to **writing** or **written**.
- 1.12 In this deed, a reference to:
 - (a) the Seller includes its personal representatives, heirs and permitted assigns but not other successors; and
 - (b) the Buyer includes its successors in title.

2. OVERAGE PAYMENT

- 2.1 On each occasion that a Trigger Date occurs during the Overage Period, an Overage Payment shall immediately become due from the Buyer to the Seller.
- 2.2 The Buyer covenants that it shall pay each Overage Payment due under clause 2.1 to the Seller on the later of:
 - (a) the date which is 20 Working Days from and including the relevant Trigger Date for that Overage Payment; and
 - (b) the date which is 20 Working Days from and including the date on which the amount of that Overage Payment is agreed or determined in accordance with the terms of this deed.
- 2.3 An Overage Payment shall be due in respect of each and every Trigger Date that occurs during the Overage Period notwithstanding that a Trigger Date may have previously occurred for the Property or any part or parts of it.
- 2.4 The Buyer covenants with the Seller that it shall pay interest at the Interest Rate to the Seller on each Overage Payment that becomes due under clause 2.1. Such interest shall accrue on a daily basis for the period from and including the Trigger Date in respect of that Overage Payment to but excluding the Payment Date in respect of that Overage Payment.

- 2.5 The Buyer further covenants with the Seller that it shall pay interest at the Default Rate to the Seller on any Overage Payment that is not paid on its Payment Date. Such interest shall accrue on a daily basis for the period from and including the relevant Payment Date to and including the date of payment (whether before or after any judgment) and shall not affect any other remedy the Seller may have.
- 2.6 The Buyer covenants that it shall:
- (a) supply the Seller with a copy of any planning application in relation to the Property submitted by or on behalf of the Buyer during the Overage Period within 20 Working Days of its submission to the local planning authority or other appropriate determining body or person;
 - (b) supply the Seller with a copy of any Planning Permission within 20 Working Days of the date of grant;
 - (c) allow the Seller and its surveyor access to the Property at all reasonable times and on reasonable prior notice to inspect whether Implementation of any Relevant Planning Permission has occurred.
 - (d) supply the Seller with a copy of any agreement for a Disposal or Permitted Disposal of the whole or any part or parts of the Property that is entered into by the Buyer during the Overage Period within 20 Working Days of that agreement being entered into;
 - (e) notify the Seller in writing within 20 Working Days of completion of any Permitted Disposal and at the same time supply the Seller with:
 - (i) a copy of the instrument effecting that Permitted Disposal; and
 - (ii) appropriate evidence that is satisfactory to the Seller (acting reasonably) that such Permitted Disposal is not a Disposal; and
 - (f) notify the Seller in writing within 20 Working Days of completion of any Disposal of the whole or any part or parts of the Property during the Overage Period that the Buyer considers is not an Overage Disposal and at the same time supply the Seller with:
 - (i) a copy of the instrument effecting that Disposal; and
 - (ii) appropriate evidence that is satisfactory to the Seller (acting reasonably) that such Disposal is not an Overage Disposal; and
 - (g) notify the Seller in writing of the occurrence of any Trigger Date during the Overage Period within 20 Working Days of that Trigger Date occurring and at the same time supply the Seller with:
 - (i) where that Trigger Date has occurred due to the completion of an Overage Disposal, a copy of the instrument effecting that Overage Disposal;
 - (ii) a statement of the amount of the Overage Payment that the Buyer considers is due; and
 - (iii) appropriate evidence that is satisfactory to the Seller (acting reasonably) of how the figure in clause (ii) was calculated.

2.7 The benefit of the Buyer's covenants in relation to any matters contained in this deed is assignable by the Seller.

3. AMOUNT OF OVERAGE PAYMENT

3.1 If the parties agree the amount of an Overage Payment at any time after the relevant Trigger Date for that Overage Payment, the Buyer and the Seller shall immediately sign and date a memorandum recording the amount of that Overage Payment and the date of the memorandum shall be the date of agreement for the purposes of clause 2.2(b).

3.2 If the Buyer and the Seller fail to agree on the amount of an Overage Payment within 20 Working Days from and including the relevant Trigger Date for that Overage Payment, either party may refer the matter for determination by an Independent Surveyor.

3.3 The parties shall agree on the appointment of the Independent Surveyor and shall agree with the Independent Surveyor the terms of the appointment.

3.4 If the parties are unable to agree on an Independent Surveyor or the terms of the appointment within 20 Working Days from and including the date on which the matter was referred for determination under clause 3.2, either party shall then be entitled to request the President for the time being of the Royal Institution of Chartered Surveyors to appoint the Independent Surveyor and to agree with the Independent Surveyor the terms of the appointment.

3.5 The Independent Surveyor is required to prepare a written decision and give notice (including a written copy) of the decision on the amount of the Overage Payment to the parties within 20 Working Days from and including the date of the Independent Surveyor's appointment.

3.6 If the Independent Surveyor dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause then:

(a) either party may apply to the President of the Royal Institution of Chartered Surveyors to discharge the Independent Surveyor and to appoint a replacement Independent Surveyor; and

(b) this clause shall apply to the new Independent Surveyor as if they were the first Independent Surveyor appointed.

3.7 The parties are entitled to make submissions to the Independent Surveyor including oral submissions and shall provide (or procure that others provide) the Independent Surveyor with such assistance and documents as the Independent Surveyor reasonably requires for the purpose of reaching a decision.

3.8 The Independent Surveyor shall act as an expert and not as an arbitrator. The Independent Surveyor's written decision shall be final and binding on the parties in the absence of manifest error or fraud.

3.9 The Buyer and the Seller agree to pay the Independent Surveyor's costs in the proportions determined by the Independent Surveyor within 20 Working Days from and including a demand for payment. If they are not so paid, the party against whom the costs were not awarded shall be

entitled to pay the Independent Surveyor the sums due and recover the amount from the other party on demand.

- 3.10 In default of agreement pursuant to clause 3.1, the Overage Payment shall be the amount determined by the Independent Surveyor and the date of issue of the Independent Surveyor's written decision shall be taken as the date of determination for the purposes of clause 2.2(b).

4. DISPOSALS AND RESTRICTION

- 4.1 The Buyer covenants with the Seller not to make any Disposal of the whole or any part or parts of the Property at any time during the Overage Period without first procuring that the person to whom that Disposal is being made has executed a Deed of Covenant.

- 4.2 The Buyer shall apply for the entry of the following restriction against the Buyer's title to the Property at HM Land Registry simultaneously with the registration of the transfer of the Property to the Buyer and shall procure that the restriction has priority to any mortgage or charge entered into by the Buyer:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written certificate signed by a Conveyancer that the provisions of clause 4.1 of a deed dated [] 2024 and made between (1) Louise Laila Dudhill (2) [] have been complied with or that they do not apply to the disposition."

5. SELLER'S OBLIGATIONS

- 5.1 The Seller covenants with the Buyer that the Seller shall:

- (a) provide Satisfactory Consent for the registration of a Permitted Disposal of the whole or any part or parts of the Property at HM Land Registry immediately on receipt of a written request from the Buyer;
- (b) following a Permitted Disposal, if reasonably required by the Buyer in order to ensure that the same restriction (or a new restriction in the same terms) as the restriction referred to in clause 4.2 is not entered against the registered title to the Property (or relevant part of the Property in the case of the Permitted Disposal of part of the Property) once the disponent under that Permitted Disposal is registered as the registered proprietor of that title:
 - (i) not object to an application by the Buyer or that disponent to cancel that restriction in relation to the Property (or part of the Property) disposed of under that Permitted Disposal; or
 - (ii) in relation to any application by the Buyer or that disponent to withdraw that restriction, provide immediately on receipt of a written request from the Buyer or that disponent a consent to that withdrawal in accordance with the requirements of HM Land Registry from time to time;
- (c) provide Satisfactory Consent for the registration of a Disposal of the whole or any part or parts of the Property at HM Land Registry

immediately on receipt of a Deed of Covenant properly executed by the person to whom that Disposal is being made provided that there are then no outstanding sums due from the Buyer under the terms of this deed; and

- (d) apply for the withdrawal of the restriction entered against the title to the Property within 20 Working Days from and including the end of the Overage Period.

6. SELLER'S COSTS

6.1 The Buyer covenants with the Seller that it shall pay the Seller's reasonable legal and surveyor's costs and disbursements including any irrecoverable VAT incurred in connection with:

- (a) each Deed of Covenant;
- (b) the entry and withdrawal of each restriction against the title to the Property; and
- (c) the Seller granting written consent to each Permitted Disposal or Disposal of the whole or any part or parts of the Property.

7. VAT

7.1 Each amount stated to be payable by the Buyer to the Seller under or pursuant to this deed is exclusive of VAT (if any).

7.2 If any VAT is chargeable on any supply made by the Seller under or pursuant to this deed, the Buyer shall on receipt of a valid VAT invoice, pay the Seller an amount equal to that VAT.

8. NOTICES

8.1 Any notice given under this deed must be in writing and signed by or on behalf of the party giving it.

8.2 Any notice or document to be given or delivered under this deed must be:

- (a) delivered by hand; or
- (b) sent by pre-paid first class post or other next Working Day delivery service.

8.3 Any notice or document to be given or delivered under this deed must be sent to the relevant party as follows:

- (a) to the Seller at Mount Pleasant Farm, Kington, Hereford, HR5 3HF for the attention of Louise Laila Dudhill;
- (b) to the Buyer at [] marked for the attention of [].

or as otherwise specified by the relevant party by notice in writing to the other party.

- 8.4 Any change of the details in clause 8.3 specified by the relevant party by notice in writing to the other party will take effect for the party notified of the change at 9.00 am on the later of:
- (a) the date, if any, specified in the notice as the effective date for the change; or
 - (b) the date five Working Days after deemed receipt of the notice.
- 8.5 Any notice or document given or delivered in accordance with clause 8.1, clause 8.2 and clause 8.3 will be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or
 - (b) if sent by pre-paid first class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting.
- 8.6 In proving delivery of a notice or document, it will be sufficient to prove that:
- (a) a delivery receipt was signed or that the notice or document was left at the address; or
 - (b) the envelope containing the notice or document was properly addressed and posted by pre-paid first class post or other next Working Day delivery service.
- 8.7 A notice given or document delivered under this deed will not be validly given or delivered if sent by email.
- 8.8 This clause 8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

9. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

10. ENTIRE AGREEMENT

- 10.1 This deed constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 10.2 Each party acknowledges that in entering into this deed it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made negligently or innocently) other than those set out in this deed.
- 10.3 Nothing in this clause shall limit or exclude any liability for fraud.

11. JOINT AND SEVERAL LIABILITY

Where the Buyer comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Buyer arising under this deed and the Seller may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

12. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

13. JURISDICTION

Subject to clause 3.2 to clause 3.10 (inclusive), each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF this document has been executed and delivered as a deed on the date first stated above.

Signed as a deed by

LOUISE LAILA DUDHILL

in the presence of:

SIGNATURE OF WITNESS.....

NAME (BLOCK CAPITALS)

WITNESS'S

ADDRESS.....

.....

.....

Signed as a deed by

[.....]

in the presence of:

SIGNATURE OF WITNESS.....

NAME (BLOCK CAPITALS)

WITNESS'S

ADDRESS.....

.....

.....

Signed as a deed by

[.....]

in the presence of:

SIGNATURE OF WITNESS.....

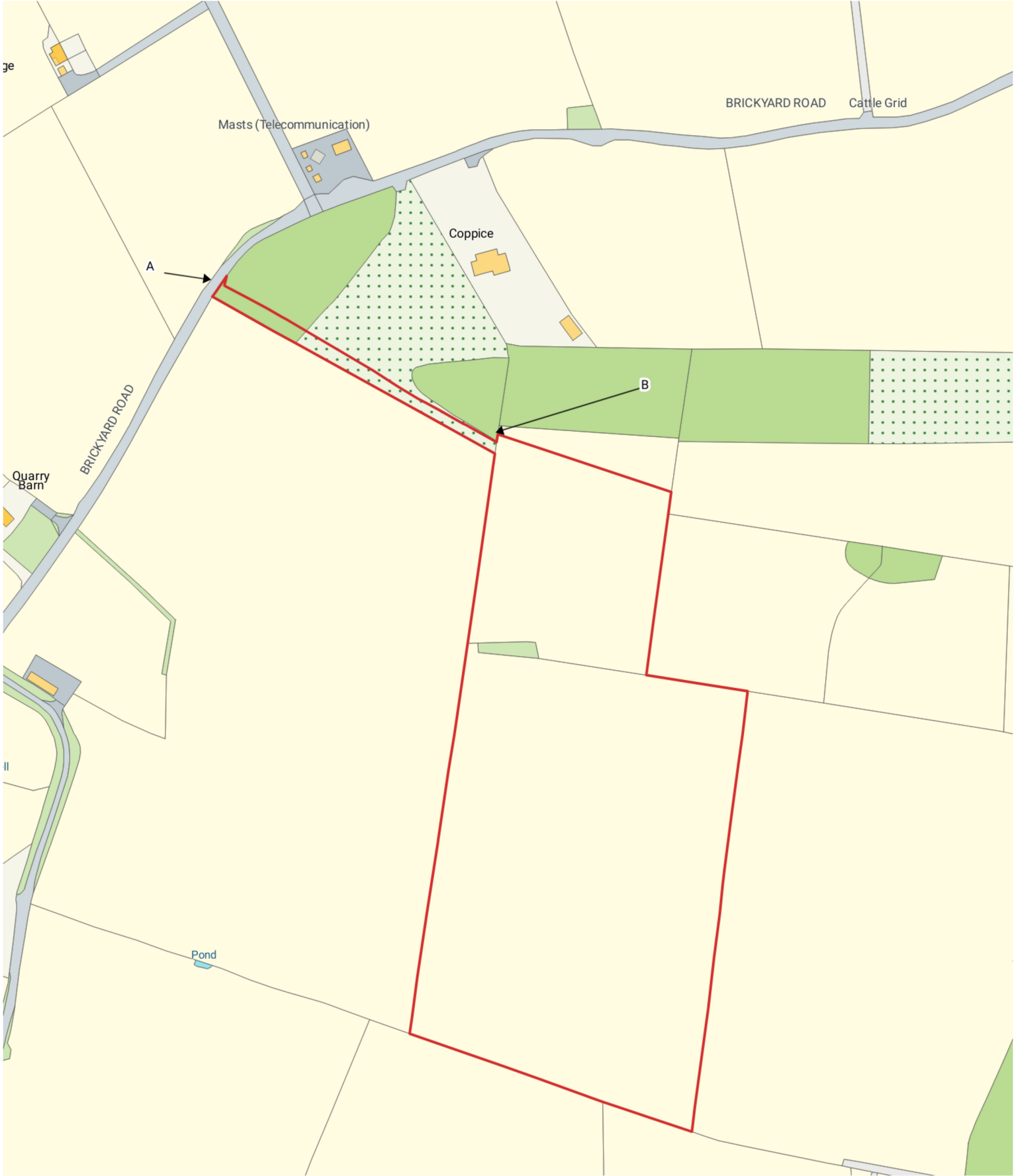
NAME (BLOCK CAPITALS)

WITNESS'S

ADDRESS.....

.....

.....



Dated

2024

LOUISE LAILA DUDHILL

and

[BUYER]

Contract for the Sale of Freehold Land With Vacant Possession

At

Mount Pleasant Farm, Kington, Hereford, HR5 3HF



????Corve??Street

Ludlow

Shropshire

SY????□DE

Tel: 01584??????□???? Fax: 01584 ??????????????

THIS CONTRACT is made on the _____ day of _____ 2024

BETWEEN

- (1) LOUISE LAILA DUDHILL of Mount Pleasant Farm, Kington, Hereford, HR5 3HF (the "Seller");
- (2) [_____] of [_____](the "Buyer").

IT IS HEREBY AGREED

1. INTERPRETATION

The following definitions and rules of interpretation apply in this contract.

1.1 Definitions:

"Basic Payment Scheme": the basic payment scheme established by Regulation (EU) No 1307/2013 and any similar replacement scheme and any similar additional scheme, whether resulting from CAP Reform or otherwise, and including any similar or analogous scheme established under domestic legislation.

"Buyer's Conveyancer": [NAME, ADDRESS, FAX NUMBER, REFERENCE].

"CAP": Common Agricultural Policy.

"CAP Reform": the implementation of the agreement on the reform of the CAP under Regulations (EU) 1305/2013, 1306/2013, 1307/2013 and 1308/2013 of the European Parliament and of the Council and any similar replacement or additional legislative instruments and all associated delegated and implementing acts, and all legislation, guidance and codes of practice made from time to time under them by the UK government or any devolved authority applicable to the Property, in each case as amended, extended or re-enacted from time to time.

"Completion Date": [_____] 2024

"Contract Rate": interest at 4% per annum above the base rate from time to time of Barclays Bank plc.

"Defra": the Department for Environment, Food and Rural Affairs and any successor ministry or department.

"Deposit": £[AMOUNT] (exclusive of VAT).

"Electronic Payment": payment by electronic means in same day cleared funds from an account held in the name of the Buyer's Conveyancer at a clearing bank to an account in the name of the Seller's Conveyancer.

"Encumbrance": any mortgage, charge (fixed or floating), pledge, lien, guarantee, trust, right of set-off or other third

party right or interest (legal or equitable) including any assignment by way of security, reservation of title or other security interest of any kind, however created or arising, or any other agreement or arrangement (including a sale and repurchase agreement) having similar effect.

- "Entitlements": payment entitlements for subsidy payment under the Basic Payment Scheme and any similar replacement entitlements, whether resulting from CAP Reform or otherwise, and including any replacement entitlements established under domestic legislation.
- "Overage Deed": The Overage Deed to be entered into between (1) the Seller (2) the Buyer in the form attached at Annex B.
- "Part 1 Conditions": the conditions in Part 1 of the Standard Commercial Property Conditions (Third Edition) and **Condition** means any one of them.
- "Part 2 Conditions": the conditions in Part 2 of the Standard Commercial Property Conditions (Third Edition).
- "Plan": the plan attached to this contract at Annex A.
- "Property": the freehold property at Mount Pleasant Farm, Kington, Hereford, HR5 3HF edged red on the Plan and being part of the land registered at HM Land Registry with title absolute title under title number HE30930.
- "Purchase Price": £[AMOUNT] (exclusive of VAT).
- "Seller's Conveyancer": Mfg Solicitors LLP, DX 709052 Ludlow 3 (Ref SMO/DUD02723.0001).
- "VAT": value added tax chargeable in the UK.
- "Written replies": are
- (a) written replies that the Seller's Conveyancer has given prior to exchange of this agreement to any written enquiries raised by the Buyer's Conveyancer; or
 - (b) written replies to written enquiries given prior to exchange of this agreement by the Seller's Conveyancer to the Buyer's Conveyancer.
- 1.2 A "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under them and all orders, notices, codes of practice and guidance made under them.

- 1.4 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.5 Except in relation to the definition of Written Replies, a reference to "writing" or "written" excludes fax and email.
- 1.6 Unless the context otherwise requires, references to clauses are to the clauses of this contract.
- 1.7 Clause headings shall not affect the interpretation of this contract.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. SALE AND PURCHASE

- 2.1 The Seller will sell and the Buyer will buy the Property for the Purchase Price on the terms of this contract.
- 2.2 The Buyer cannot require the Seller to:
 - (a) transfer the Property or any part of it to any person other than the Buyer;
 - (b) transfer the Property in more than one parcel or by more than one transfer; or
 - (c) apportion the Purchase Price between different parts of the Property.
- 2.3 On completion the Buyer will reimburse the Seller the sum of £550.60 in respect of searches supplied.

3. CONDITIONS

- 3.1 The Part 1 Conditions are incorporated in this contract so far as they:
 - (a) apply to a sale by private treaty;
 - (b) relate to freehold property;
 - (c) are not inconsistent with the other clauses in this contract; and
 - (d) have not been modified or excluded by any of the other clauses in this contract.
- 3.2 The terms used in this contract have the same meaning when used in the Part 1 Conditions.
- 3.3 The following Conditions are amended:
 - (a) Condition 1.1.1(d) is amended so that reference to the completion date in Condition 1.1.1(d) refers instead to the Completion Date as defined in this contract.

- (b) Condition 1.1.1(e) is amended so that reference to the contract rate in Condition 1.1.1(e) refers instead to the Contract Rate as defined in this contract.
- (c) Condition 1.1.1(o) is amended so that reference to VAT in Condition 1.1.1(o) refers instead to VAT as defined in this contract.
- (d) Condition 7.6.3 is amended so that reference to "Condition 4.1.2" is reference to "clause 9".

3.4 Condition 1.1.4(a) does not apply to this contract.

3.5 The Part 2 Conditions are not incorporated into this contract.

4. RISK AND INSURANCE

4.1 With effect from exchange of this **contract**, the Property is at the Buyer's risk and the Seller is under no obligation to the Buyer to insure the Property.

4.2 No damage to or destruction of the Property nor any deterioration in its condition, however caused, will entitle the Buyer either to any reduction of the Purchase Price or to refuse to complete or to delay completion.

4.3 Conditions 8.2.2, 8.2.3 and 8.2.4(b) do not apply to this **contract**.

5. DEPOSIT

5.1 On the date of this **contract**, the Buyer will pay the Deposit to the Seller's Conveyancer as stakeholder on terms that on completion the Deposit is paid to the Seller with accrued interest.

5.2 The Deposit must be paid by **Electronic Payment**.

5.3 Conditions 3.2.1, 3.2.2 and 9.8.3 do not apply to this **contract**.

5.4 The provisions of clause 5.5, to clause 5.8 (inclusive) will only apply if:

- (a) the Deposit is less than 10% of the Purchase Price; or
- (b) no Deposit is payable on the date of this **contract**.

5.5 In this clause, the expression "Deposit Balance" means:

- (a) (where the Deposit is less than 10% of the Purchase Price) the sum calculated by deducting the Deposit from 10% of the Purchase Price; or
- (b) (where no Deposit is payable on the date of this **contract**) a sum equal to 10% of the Purchase Price.

5.6 If completion does not take place on the Completion Date due to the default of the Buyer, the Buyer will immediately pay to the Seller's Conveyancer the Deposit Balance (together with interest on it at the **Contract Rate** for the period from and including the Completion Date to and including the date of actual payment) by Electronic Payment.

5.7 After the Deposit Balance has been paid pursuant to clause 5.6, it will be treated as forming part of the Deposit for all purposes of this **contract**.

5.8 The provisions of clause 5.5, clause 5.6 and clause 5.7 (inclusive) are without prejudice to any other rights or remedies of the Seller in relation to any delay in completion.

6. DEDUCING TITLE

- 6.1 The Seller's title to the Property has been deduced to the Buyer's Conveyancer before the date of this contract.
- 6.2 The Buyer is deemed to have full knowledge of the title and is not entitled to raise any objection, enquiry or requisition in relation to it.
- 6.3 Conditions 7.1, 7.2, 7.3.1 and 7.4.2 do not apply to this **contract**.

7. VACANT POSSESSION

- 7.1 The Property will be sold with vacant possession on completion.

8. TITLE GUARANTEE

- 8.1 Subject to the other provisions of this clause, the Seller will transfer the Property with full title guarantee.
- 8.2 The implied covenants for title are modified so that:
- (a) the covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to costs arising from the Buyer's failure to:
 - (i) make proper searches; or
 - (ii) raise requisitions on title or on the results of the Buyer's searches.
- 8.3 Condition 7.6.2 does not apply to this **contract**.

9. MATTERS AFFECTING THE PROPERTY

- 9.1 The Seller will sell the Property free from incumbrances other than:
- (a) any matters contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 11 December 2023 at 13:53:57 under title number HE30930;
 - (b) any matters discoverable by inspection of the Property before the date of this contract;
 - (c) any matters which the Seller does not and could not reasonably know about;
 - (d) any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into this contract;
 - (e) public requirements; and
 - (f) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002.
- 9.2 Conditions 4.1.1, 4.1.2 and 4.1.3 do not apply to this contract.
- 9.3 The Buyer is deemed to have full knowledge of the matters referred to in clause 9.1 and will not raise any enquiry, objection, requisition or claim in respect of any of them.

10. TRANSFER

- 10.1 The transfer to the Buyer will be in the agreed form annexed to this contract.
- 10.2 The Buyer and the Seller will execute the transfer in original and counterpart.
- 10.3 Condition 7.6.5(b) does not apply to this **Contract**.

11. VAT

- 11.1 Each amount stated to be payable by the Buyer to the Seller under or pursuant to this **contract** is exclusive of VAT (if any).
- 11.2 If any VAT is chargeable on any supply made by the Seller under or pursuant to this **contract**, the Buyer will on receipt of a valid VAT invoice, pay the Seller an amount equal to that VAT as additional consideration on completion.

12. COMPLETION

- 12.1 Completion will take place on the Completion Date.
- 12.2 Condition 9.1.1 does not apply to this **contract**.
- 12.3 Conditions 9.1.2 and 9.1.3 are varied by the deletion of 2.00 pm as the stipulated time and the substitution of 1.00 pm.
- 12.4 Condition 1.1.3(b) is amended to read: "in the case of the seller, even though a mortgage remains secured on the property, if the amount to be paid on completion enables the property to be transferred freed of all mortgages, (except those to which the **sale** is expressly subject) or if the seller produces reasonable evidence that this is the case."
- 12.5 Condition 9.4 is amended to add, "(d) any other sum which the parties agree under the terms of the **contract** should be paid or allowed on completion".
- 12.6 Condition 9.7 is amended to read: "The buyer is to pay the money due on completion by Electronic Payment and, if appropriate, by an unconditional release of a deposit held by a stakeholder".
- 12.7 On completion the Seller and Buyer will enter into the Overage Deed.

13. BUYER'S ACKNOWLEDGEMENT OF CONDITION

The Buyer acknowledges that before the date of this contract, the Seller has given the Buyer and others authorised by the Buyer, permission and the opportunity to inspect, survey and carry out investigations as to the condition of the Property. The Buyer has formed the Buyer's own view as to the condition of the Property and the suitability of the Property for the Buyer's purposes.

14. BASIC PAYMENT SCHEME

The Seller is entitled to the Basic Payment Scheme payment for the 2023 claim year.

15. ENTIRE AGREEMENT

- 15.1 This **contract** constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 15.2 The Buyer acknowledges that in entering into this **contract** the Buyer does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those:
- (a) set out in this **contract** ; or
 - (b) contained in any Written Replies.
- 15.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 15.4 Condition 10.1 is varied to read, "If any plan or statement in the **contract**, or in Written Replies, is or was misleading or inaccurate due to any error or omission, the remedies available are as follows..."

16. JOINT AND SEVERAL LIABILITY

- 16.1 Where the Buyer or the Seller comprises more than one person, those persons will be jointly and severally liable for the Buyer's obligations and liabilities arising under this contract. The Seller may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 16.2 Condition 1.2 does not apply to this contract.

17. NOTICES

- 17.1 Any notice given under this contract must be in writing and signed by or on behalf of the party giving it.
- 17.2 Any notice or document to be given or delivered under this contract must be:
- (a) delivered by hand; or
 - (b) sent by pre-paid first class post or other next working day delivery service; or
 - (c) sent through the document exchange (DX).
- 17.3 Any notice or document to be given or delivered under this contract must be sent to the relevant party as follows:
- (a) to the Seller at:
Mount Pleasant Farm, Kington, Hereford, HR5 3HF, quoting the reference MRS LOUISE LAILA DUDHILL;
 - (b) to the Buyer at the Buyer's Conveyancer, quoting the reference [REFERENCE].:
- or as otherwise specified by the relevant party by notice in writing to the other party.

- 17.4 Any change of the details in clause 17.3 specified in accordance with that clause shall take effect for the party notified of the change at 9.00 am on the later of:
- (a) the date, if any, specified in the notice as the effective date for the change; or
 - (b) the date five working days after deemed receipt of the notice.
- 17.5 Giving or delivering a notice or a document to a party's conveyancer has the same effect as giving or delivering it to that party.
- 17.6 Any notice or document given or delivered in accordance with clause 17.1, clause 17.2 and clause 17.3 will be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a working day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day; or
 - (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting ; or
 - (c) if sent through the DX, at 9.00 am on the second working day after being put into the DX.
- 17.7 In proving delivery of a notice or document, it will be sufficient to prove that:
- (a) a delivery receipt was signed or that the notice or document was left at the address; or
 - (b) the envelope containing the notice or document was properly addressed and posted by pre-paid first class post or other next working day delivery service; or
 - (c) the envelope containing the notice or document was properly addressed and was put in the DX.
- 17.8 A notice or document given or delivered under this **contract** shall not be validly given or delivered if sent by email.
- 17.9 Condition 1.3 does not apply to this **contract**.
- 17.10 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18. THIRD PARTY RIGHTS

- 18.1 A person who is not a party to this contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.
- 18.2 Condition 1.5 is excluded.

19. GOVERNING LAW

This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

20. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this contract or its subject matter or formation (including non-contractual disputes or claims).

This contract has been entered into on the date stated at the beginning of it.

Signed by **SELLER**

.....

.....

Signed by **BUYER**

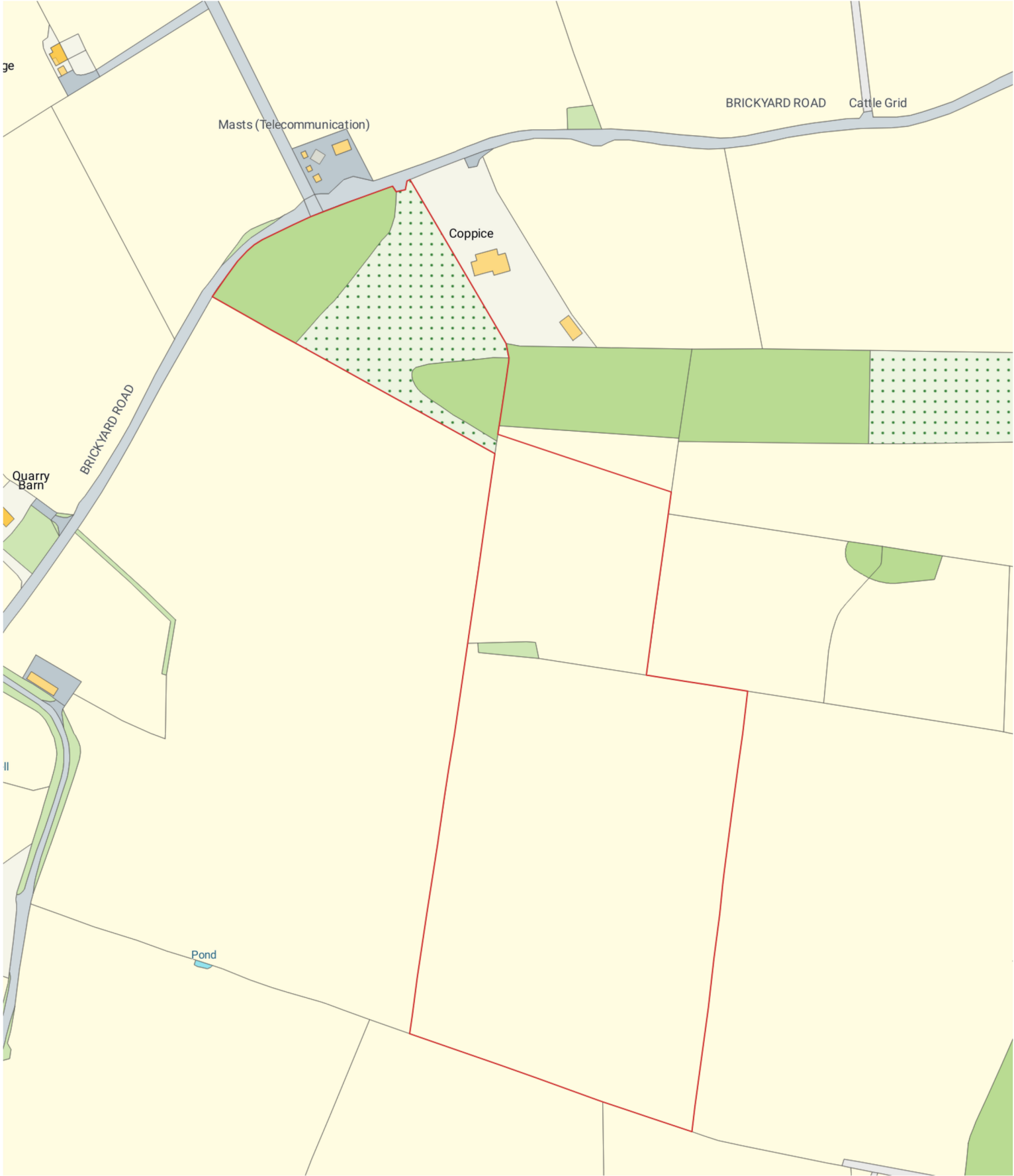
.....

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ANNEX A
Plan

ANNEX B

Overage Deed



HM Land Registry

Transfer of part of registered title(s)

TP1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of **all** the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) out of which the property is transferred: HE30930
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property: Land at Mount Pleasant Farm, Kingswood, Kington, Hereford, HR5 3HF</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red on Plan 1</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date:
5	<p>Transferor: Louise Laila Dudhill</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register:</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>

LOTS 1 & 2 TRANSFER

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

7	Transferee's intended address(es) for service for entry in the register:
8	The transferor transfers the property to the transferee
9	<p>Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures):</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>
10	<p>The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>The covenants implied under the LPMPA 1994 are modified so that the covenant set out in section 2(1)(b) of the LPMPA 1994 will not extend to costs arising from the Transferee's failure to:</p> <ul style="list-style-type: none">(i) make proper searches; or(ii) raise requisitions on title or on the results of the Transferee's searches.
11	<p>Declaration of trust. The transferee is more than one person and</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares</p> <p><input type="checkbox"/> they are to hold the property on trust:</p>
12.1	<p>ADDITIONAL PROVISIONS</p> <p>Definitions</p> <p>12.1.1 The following definitions and rules of interpretation apply in this transfer.</p>

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

LMPMA 1994: the Law of Property (Miscellaneous Provisions) Act 1994.

Plan 1: the plan attached to this Transfer marked "Plan 1".

Plan 2: the plan attached to this Transfer marked "Plan 2".

Property: the freehold property being land at Mount Pleasant Farm, Kingswood, Kington, Hereford, HR5 3HF edged red on Plan 1 and being part of the land registered at H M Land Registry with title absolute under title number HE30930 and each and every part of it.

Transferor's Retained Land: the freehold property being Mount Pleasant Farm, Kingswood, Kington, Hereford, HR5 3HF edged blue on Plan 2 being the remainder of the land (excluding the Property) registered at HM Land Registry under title number HE30930 and each and every part of it.

12.1.2 Any obligation in this transfer on the Transferee not to do something includes an obligation not to permit or allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

12.1.3 A **person** includes a corporate or unincorporated body (whether or not having separate legal personality).

12.1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

12.1.5 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

12.1.6 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

12.1.7 Clause headings shall not affect the interpretation of this transfer.

12.1.8 Any words following the terms **including, include in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

12.1.9 "Transferor" and "Transferee" shall include their respective successors in title.

12.1.10 The disposition effected by this transfer is

subject to:

(a) any matters contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 11 December 2023 at 13:53:57 under title number HE30930;

(b) any matters discoverable by inspection of the Property before;

(c) any matters which the Transferor does not and could not reasonably know about;

(d) any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into a contract for the purchase of the Property;

(e) any notice, order or proposal given or made by a body acting on statutory authority;

(f) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002.

12.1.11 All matters recorded at the date of this transfer in registers open to the public inspection, are deemed to be within the actual knowledge of the Transferee for the purposes of section 6(2)(a) of the LPMPA 1994, notwithstanding section 6(3) of the LPMPA 1994.

12.1.12 The Property shall not, by virtue of this transfer, have any rights or easements or the benefit of any other matters over land retained by the Transferor other than those (if any) which are expressly mentioned in or granted by this transfer and section 62 of the Law of Property Act 1925 is qualified so as not to include any liberties, privileges, easements, rights or advantages over land retained by the Transferor except as expressly mentioned in or created by this transfer.

12.2 RIGHTS GRANTED FOR THE BENEFIT OF THE PROPERTY

The Transferor grants to the Transferee for the benefit of the Property the right of support and protection to the Property from adjoining parts of the Transferor's Retained Land.

12.3 RIGHTS RESERVED FOR THE BENEFIT OF OTHER LAND

The Transferor accepts and reserves out of the Property for the benefit of the Transferor's Retained Land (excluding the Property) the right of support and protection to the Transferor's Retained Land and any building on the Transferor's Retained Land from any adjoining parts of the Property.

12.4 RESTRICTIVE COVENANTS BY THE TRANSFEREE

The Transferee covenants with the Transferor, for the benefit of the Transferor's Retained Land and each and every part of it, with the intention of binding the Property and each and every part of it:

- (a) Not to use the Property for any purpose other than for a single private dwelling house, agriculture, woodland, forestry, renewable project(s), camping, glamping and equestrian;
- (b) Not to use the Property for any noisy, offensive, illegal or immoral purpose;
- (c) Not to do anything at the Property that would cause loss, damage, injury, nuisance, annoyance, disturbance or inconvenience to the Transferor or the owners or occupiers of any neighbouring property.

12.5 POSITIVE COVENANTS BY THE TRANSFEREE

The Transferee covenants with the Transferor to maintain the boundaries with an inward "T" on Plan 1.

12.6 INDEMNITY COVENANT

The Transferee covenants by way of indemnity only, on behalf of the Transferee and the Transferee's successors in title, to observe and perform the charges, incumbrances, covenants and restrictions contained or referred to in the property and charges registers of HE30930 in so far as they relate to the Property and the covenants contained in this transfer in so far as they are subsisting and capable of taking effect and shall keep the Transferor indemnified against all proceedings, costs, claims and expenses arising from any failure to do so.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Include words of covenant.

Include words of covenant.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Restrictive covenants by the transferor

Other

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

13 Execution

Signed as a Deed by
LOUISE LAILA DUDHILL
in the presence of:

WITNESS'S
SIGNATURE.....

WITNESS'S NAME (BLOCK
CAPITALS).....

WITNESS'S
ADDRESS.....

.....

.....

WITNESS'S
OCCUPATION.....

Signed as a Deed by

in the presence of:

WITNESS'S SIGNATURE.....

WITNESS'S NAME (BLOCK CAPITALS)
.....

WITNESS'S ADDRESS.....
.....
.....

WITNESS'S OCCUPATION.....

Signed as a Deed by

in the presence of:

WITNESS'S SIGNATURE.....

WITNESS'S NAME (BLOCK CAPITALS)
.....

WITNESS'S ADDRESS.....
.....
.....

WITNESS'S OCCUPATION.....

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

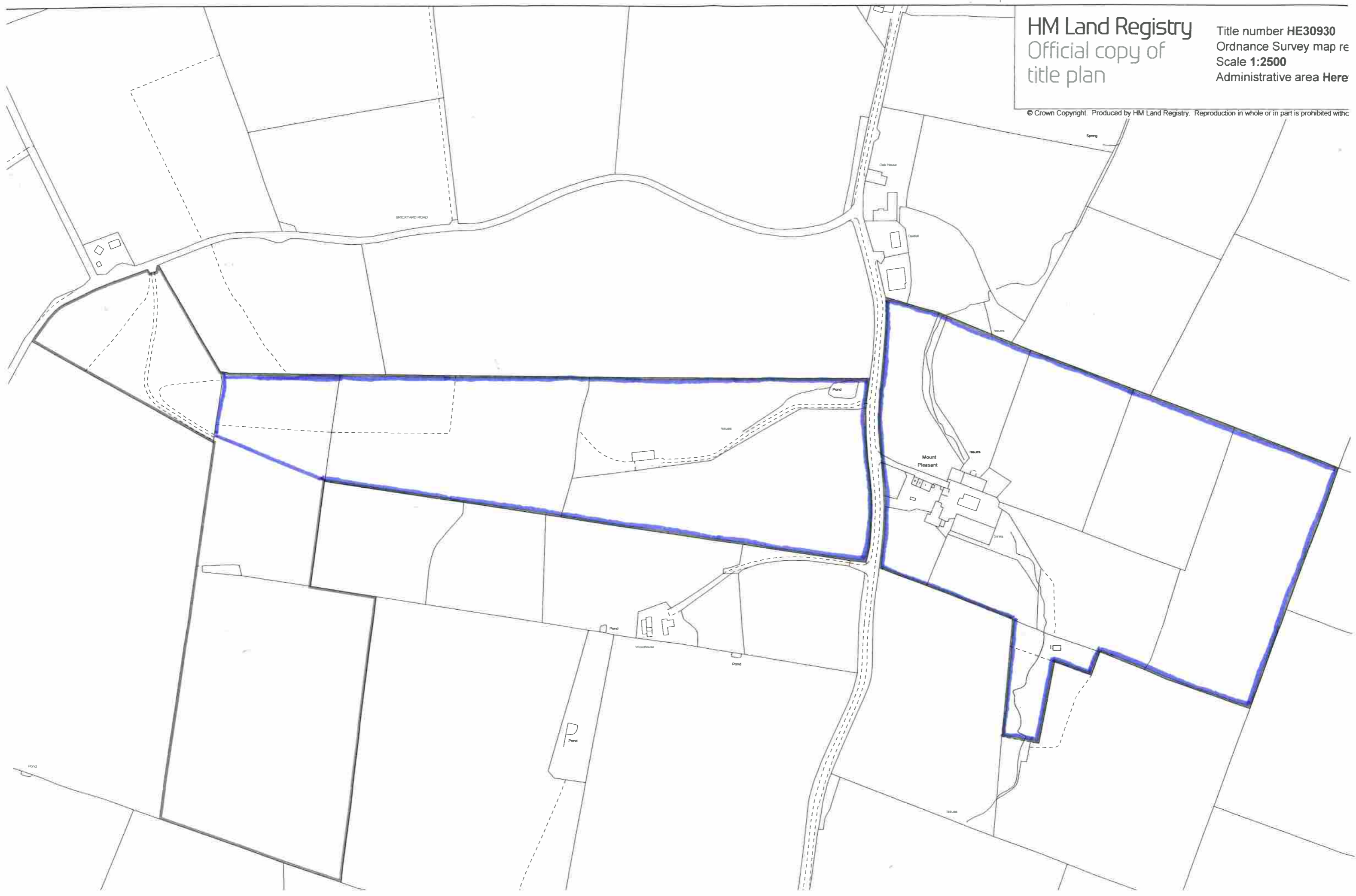


PLAN 2

HM Land Registry
Official copy of
title plan

Title number HE30930
Ordnance Survey map re
Scale 1:2500
Administrative area Here

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Dated

2024

LOUISE LAILA DUDHILL

and

[]

Overage Deed

Land at Mount Pleasant Farm, Kington, Hereford, HR5 3HF



9 Corve Street
Ludlow
Shropshire
SY8 1DE
Tel: 01584 873156 Fax: 01584 876686

THIS DEED is made on the _____ day of _____ 2024

BETWEEN

- (1) **LOUISE LAILA DUDHILL** of Mount Pleasant Farm, Kington, Hereford, HR5 3HF (the "Seller"); and
- (2) [_____] of [_____] (the "Buyer").

RECITALS

- (A) By a transfer dated the same date as this deed, the Seller has transferred the Property to the Buyer.
- (B) On the terms of this deed, the Buyer agrees to pay an Overage Payment to the Seller on the earlier of the following events occurring during the Overage Period in relation to each Planning Permission granted during the Overage Period:
 - (a) implementation of that Planning Permission; and
 - (b) completion of an Overage Disposal where the land disposed of includes a change of use of the whole or any part(s) of the Property with or without the benefit of that Planning Permission.

IT IS HEREBY AGREED

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

"Base Value": where an Overage Payment has become due under clause 2.1 due to the occurrence of a Trigger Date, the Market Value at that Trigger Date of all the Development Land with the benefit of the Relevant Planning Permission in respect of which that Overage Payment has become due:

- (a) disregarding any effect on value of that Relevant Planning Permission; and
- (b) on the assumption that there is no expectation of the grant of any Planning Permission and/or use of the Property other than Agricultural Use.

However, if a Payment has already been made in respect of the relevant Development Land, the relevant Planning Permission existing on that previous Payment Date is assumed to have been obtained and taken into account in later calculations of the Base Value

"Costs" any reasonable professional costs and disbursements (and VAT as far as the Buyer cannot recover it as input tax) which the Buyer can show he has reasonably and properly incurred in getting the relevant Planning

	Permission (or a fair and reasonable proportion of those costs if the Planning Permission relates to other property in addition to the Development Land)
"Deed of Covenant":	a deed of covenant with the Seller containing covenants in the same terms as those given by the Buyer in this deed with such minor modifications as the Seller may agree.
"Default Rate":	4% per annum above the Interest Rate.
"Development":	Development of the whole or any part or parts of the Property with or without other land for residential purposes, including ancillary landscaping and infrastructure whether with or without the benefit of Planning Permission.
"Development Land":	the whole or any part or parts of the Property with the benefit of a Relevant Planning Permission and/or the whole or any part or parts of the Property which have been used for a Development (whether or not a Relevant Planning Permission has been obtained).
"Disposal":	a disposition within the meaning of section 205 of the Law of Property Act 1925 save for a Permitted Disposal.
"Enhanced Value":	<p>where an Overage Payment has become due under clause 2.1 due to the occurrence of a Trigger Date, the Market Value at that Trigger Date of all the Development Land with the benefit of the Relevant Planning Permission for which that Overage Payment has become due:</p> <ul style="list-style-type: none"> (a) with the benefit of that Relevant Planning Permission and/or use of the Property for residential purposes; and (b) or where no Planning Permission has been obtained, then the Market Value of the Development Land for the use of the Property as at the Trigger Date on the assumption that Planning Permission has been obtained (regardless of the fact that it has not).
"Implementation":	the implementation of a Relevant Planning Permission by the carrying out of a Material Operation provided that, for the purposes of this deed, implementation of a Relevant Planning Permission shall be deemed to have occurred notwithstanding any breach of a condition to that Relevant Planning Permission.
"Independent	a Fellow of the Royal Institution of Chartered

Surveyor":	Surveyors with at least ten years' experience in valuing properties similar to the Property, for uses similar to the Development, and whose usual place of practice is within a 20 mile radius of the Property.
"Interest Rate":	the base rate from time to time of Barclays Bank plc.
"Market Value":	<p>the estimated amount for which the Development Land in respect of which an Overage Payment is being calculated should exchange between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion, on the basis that:</p> <ul style="list-style-type: none"> (a) it is assessed in accordance with paragraph 4 of VPS 4 of the RICS Valuation – Global Standards (November 2019); (b) the provisions of this deed are disregarded; and (c) that Development Land has vacant possession; and (d) that Development Land is assumed to be free from all encumbrances; and <p>any damage to or destruction of that Development Land occurring after the date of this deed is assumed to have been fully reinstated.</p>
"Material Operation":	<p>has the same meaning as in section 56 of the Town and Country Planning Act 1990 but disregarding for the purposes of this deed and for no other purpose, the following operations:</p> <ul style="list-style-type: none"> (a) demolition works; (b) site clearance; (c) ground investigations; (d) site survey works; (e) temporary access construction works; (f) archaeological investigation; and (g) erection of any fences and hoardings.
"Overage Disposal":	(h) a Disposal where the land disposed of includes any Development Land.
"Overage Payment":	<p>a sum calculated in accordance with the following formula:</p> <p>(A – B-C) x 30%</p>

Where:

A = Enhanced Value; and

B = Base Value: and

C = Costs

"Overage Period": 30 years starting on the date of this deed and ending at midnight on [] 2054.

"Payment Date": the date on which an Overage Payment is to be made in accordance with clause 2.2.

"Permitted Disposal": any of the following:

(a) the grant of easements or rights, transfer, lease or dedication to a local or other public authority pursuant to a requirement in an agreement or unilateral undertaking under section 106 of the Town and Country Planning Act 1990;

(b) the grant of easements or rights, transfer, lease or dedication to a highways authority to comply with highways requirements or in connection with the adoption or dedication of public highway; or

(c) the grant of easements or rights, transfer, lease or dedication to a utilities company for an electricity substation, gas governor, sewage or water pumping station, drainage balancing device or other similar matters for the provision of services; or

(d) a lease for a fixed term of less than seven years with no rights of renewal of the whole or any part of the Property.

"Plan": the plan annexed to this agreement.

"Planning Permission": an outline or detailed planning permission for Development granted during the Overage Period by a local planning authority or other appropriate determining body or person including:

(a) a planning permission issued pursuant to an application under Section 73 of the Town & Country Planning Act 1990; and/or

(b) a Lawful Development Certificate for Development; and/or

(c) planning permission for Development granted expressly by the Local Planning Authority or the Secretary of State, whether or not on appeal and planning permission deemed by a Development Order such as the Town & Country Planning (General

Permitted Development) (England) Order 2015 or a Local Development Order; and/or

- (d) any other mechanism which grants planning permission for development and/or consent for development.

"Property": the freehold property being land at Mount Pleasant Farm, Kington, Hereford, HR5 3HF edged red on the Plan and being part of the land registered at HM Land Registry with title absolute under title number HE30930.

"Relevant Planning Permission": a Planning Permission in respect of which an Overage Payment has not previously become due under the terms of this deed.

"Satisfactory Consent": a consent in accordance with the requirements of the restriction referred to in clause 5.2 and the requirements of HM Land Registry from time to time.

"Trigger Date": in respect of each Relevant Planning Permission, the earlier of the date of:

- (a) implementation of that Relevant Planning Permission;
- (b) completion of an Overage Disposal where the land disposed of includes the whole or any part or parts of the Property with the benefit of that Relevant Planning Permission; and

where no Planning Permission has been obtained the next Working Day after the Property or any part of it is used for Development even though no Planning Permission was first obtained.

"VAT": (c) value added tax or any equivalent tax chargeable in the UK.

"Working Day": any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday.

1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 Unless otherwise specified, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision and all orders, notices, codes of practice and guidance made under it.

1.4 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-

enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

- 1.5 Unless the context otherwise requires, references to clauses are to the clauses of this deed.
- 1.6 Clause headings shall not affect the interpretation of this deed.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.9 Unless the context otherwise requires, any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.10 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.11 A reference to **writing** or **written**.
- 1.12 In this deed, a reference to:
 - (a) the Seller includes its personal representatives, heirs and permitted assigns but not other successors; and
 - (b) the Buyer includes its successors in title.

2. OVERAGE PAYMENT

- 2.1 On each occasion that a Trigger Date occurs during the Overage Period, an Overage Payment shall immediately become due from the Buyer to the Seller.
- 2.2 The Buyer covenants that it shall pay each Overage Payment due under clause 2.1 to the Seller on the later of:
 - (a) the date which is 20 Working Days from and including the relevant Trigger Date for that Overage Payment; and
 - (b) the date which is 20 Working Days from and including the date on which the amount of that Overage Payment is agreed or determined in accordance with the terms of this deed.
- 2.3 An Overage Payment shall be due in respect of each and every Trigger Date that occurs during the Overage Period notwithstanding that a Trigger Date may have previously occurred for the Property or any part or parts of it.
- 2.4 The Buyer covenants with the Seller that it shall pay interest at the Interest Rate to the Seller on each Overage Payment that becomes due under clause 2.1. Such interest shall accrue on a daily basis for the period from and including the Trigger Date in respect of that Overage Payment to but excluding the Payment Date in respect of that Overage Payment.

2.5 The Buyer further covenants with the Seller that it shall pay interest at the Default Rate to the Seller on any Overage Payment that is not paid on its Payment Date. Such interest shall accrue on a daily basis for the period from and including the relevant Payment Date to and including the date of payment (whether before or after any judgment) and shall not affect any other remedy the Seller may have.

2.6 The Buyer covenants that it shall:

- (a) supply the Seller with a copy of any planning application in relation to the Property submitted by or on behalf of the Buyer during the Overage Period within 20 Working Days of its submission to the local planning authority or other appropriate determining body or person;
- (b) supply the Seller with a copy of any Planning Permission within 20 Working Days of the date of grant;
- (c) allow the Seller and its surveyor access to the Property at all reasonable times and on reasonable prior notice to inspect whether Implementation of any Relevant Planning Permission has occurred.
- (d) supply the Seller with a copy of any agreement for a Disposal or Permitted Disposal of the whole or any part or parts of the Property that is entered into by the Buyer during the Overage Period within 20 Working Days of that agreement being entered into;
- (e) notify the Seller in writing within 20 Working Days of completion of any Permitted Disposal and at the same time supply the Seller with:
 - (i) a copy of the instrument effecting that Permitted Disposal; and
 - (ii) appropriate evidence that is satisfactory to the Seller (acting reasonably) that such Permitted Disposal is not a Disposal; and
- (f) notify the Seller in writing within 20 Working Days of completion of any Disposal of the whole or any part or parts of the Property during the Overage Period that the Buyer considers is not an Overage Disposal and at the same time supply the Seller with:
 - (i) a copy of the instrument effecting that Disposal; and
 - (ii) appropriate evidence that is satisfactory to the Seller (acting reasonably) that such Disposal is not an Overage Disposal; and
- (g) notify the Seller in writing of the occurrence of any Trigger Date during the Overage Period within 20 Working Days of that Trigger Date occurring and at the same time supply the Seller with:
 - (i) where that Trigger Date has occurred due to the completion of an Overage Disposal, a copy of the instrument effecting that Overage Disposal;
 - (ii) a statement of the amount of the Overage Payment that the Buyer considers is due; and
 - (iii) appropriate evidence that is satisfactory to the Seller (acting reasonably) of how the figure in clause (ii) was calculated.

2.7 The benefit of the Buyer's covenants in relation to any matters contained in this deed is assignable by the Seller.

3. AMOUNT OF OVERAGE PAYMENT

3.1 If the parties agree the amount of an Overage Payment at any time after the relevant Trigger Date for that Overage Payment, the Buyer and the Seller shall immediately sign and date a memorandum recording the amount of that Overage Payment and the date of the memorandum shall be the date of agreement for the purposes of clause 2.2(b).

3.2 If the Buyer and the Seller fail to agree on the amount of an Overage Payment within 20 Working Days from and including the relevant Trigger Date for that Overage Payment, either party may refer the matter for determination by an Independent Surveyor.

3.3 The parties shall agree on the appointment of the Independent Surveyor and shall agree with the Independent Surveyor the terms of the appointment.

3.4 If the parties are unable to agree on an Independent Surveyor or the terms of the appointment within 20 Working Days from and including the date on which the matter was referred for determination under clause 3.2, either party shall then be entitled to request the President for the time being of the Royal Institution of Chartered Surveyors to appoint the Independent Surveyor and to agree with the Independent Surveyor the terms of the appointment.

3.5 The Independent Surveyor is required to prepare a written decision and give notice (including a written copy) of the decision on the amount of the Overage Payment to the parties within 20 Working Days from and including the date of the Independent Surveyor's appointment.

3.6 If the Independent Surveyor dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause then:

(a) either party may apply to the President of the Royal Institution of Chartered Surveyors to discharge the Independent Surveyor and to appoint a replacement Independent Surveyor; and

(b) this clause shall apply to the new Independent Surveyor as if they were the first Independent Surveyor appointed.

3.7 The parties are entitled to make submissions to the Independent Surveyor including oral submissions and shall provide (or procure that others provide) the Independent Surveyor with such assistance and documents as the Independent Surveyor reasonably requires for the purpose of reaching a decision.

3.8 The Independent Surveyor shall act as an expert and not as an arbitrator. The Independent Surveyor's written decision shall be final and binding on the parties in the absence of manifest error or fraud.

3.9 The Buyer and the Seller agree to pay the Independent Surveyor's costs in the proportions determined by the Independent Surveyor within 20 Working Days from and including a demand for payment. If they are not so paid, the party against whom the costs were not awarded shall be

entitled to pay the Independent Surveyor the sums due and recover the amount from the other party on demand.

- 3.10 In default of agreement pursuant to clause 3.1, the Overage Payment shall be the amount determined by the Independent Surveyor and the date of issue of the Independent Surveyor's written decision shall be taken as the date of determination for the purposes of clause 2.2(b).

4. DISPOSALS AND RESTRICTION

- 4.1 The Buyer covenants with the Seller not to make any Disposal of the whole or any part or parts of the Property at any time during the Overage Period without first procuring that the person to whom that Disposal is being made has executed a Deed of Covenant.

- 4.2 The Buyer shall apply for the entry of the following restriction against the Buyer's title to the Property at HM Land Registry simultaneously with the registration of the transfer of the Property to the Buyer and shall procure that the restriction has priority to any mortgage or charge entered into by the Buyer:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written certificate signed by a Conveyancer that the provisions of clause 4.1 of a deed dated [] 2024 and made between (1) Louise Laila Dudhill (2) [] have been complied with or that they do not apply to the disposition."

5. SELLER'S OBLIGATIONS

- 5.1 The Seller covenants with the Buyer that the Seller shall:
- (a) provide Satisfactory Consent for the registration of a Permitted Disposal of the whole or any part or parts of the Property at HM Land Registry immediately on receipt of a written request from the Buyer;
 - (b) following a Permitted Disposal, if reasonably required by the Buyer in order to ensure that the same restriction (or a new restriction in the same terms) as the restriction referred to in clause 4.2 is not entered against the registered title to the Property (or relevant part of the Property in the case of the Permitted Disposal of part of the Property) once the disponent under that Permitted Disposal is registered as the registered proprietor of that title:
 - (i) not object to an application by the Buyer or that disponent to cancel that restriction in relation to the Property (or part of the Property) disposed of under that Permitted Disposal; or
 - (ii) in relation to any application by the Buyer or that disponent to withdraw that restriction, provide immediately on receipt of a written request from the Buyer or that disponent a consent to that withdrawal in accordance with the requirements of HM Land Registry from time to time;
 - (c) provide Satisfactory Consent for the registration of a Disposal of the whole or any part or parts of the Property at HM Land Registry

immediately on receipt of a Deed of Covenant properly executed by the person to whom that Disposal is being made provided that there are then no outstanding sums due from the Buyer under the terms of this deed; and

- (d) apply for the withdrawal of the restriction entered against the title to the Property within 20 Working Days from and including the end of the Overage Period.

6. SELLER'S COSTS

6.1 The Buyer covenants with the Seller that it shall pay the Seller's reasonable legal and surveyor's costs and disbursements including any irrecoverable VAT incurred in connection with:

- (a) each Deed of Covenant;
- (b) the entry and withdrawal of each restriction against the title to the Property; and
- (c) the Seller granting written consent to each Permitted Disposal or Disposal of the whole or any part or parts of the Property.

7. VAT

7.1 Each amount stated to be payable by the Buyer to the Seller under or pursuant to this deed is exclusive of VAT (if any).

7.2 If any VAT is chargeable on any supply made by the Seller under or pursuant to this deed, the Buyer shall on receipt of a valid VAT invoice, pay the Seller an amount equal to that VAT.

8. NOTICES

8.1 Any notice given under this deed must be in writing and signed by or on behalf of the party giving it.

8.2 Any notice or document to be given or delivered under this deed must be:

- (a) delivered by hand; or
- (b) sent by pre-paid first class post or other next Working Day delivery service.

8.3 Any notice or document to be given or delivered under this deed must be sent to the relevant party as follows:

- (a) to the Seller at Mount Pleasant Farm, Kington, Hereford, HR5 3HF for the attention of Louise Laila Dudhill;
- (b) to the Buyer at [] marked for the attention of [].

or as otherwise specified by the relevant party by notice in writing to the other party.

- 8.4 Any change of the details in clause 8.3 specified by the relevant party by notice in writing to the other party will take effect for the party notified of the change at 9.00 am on the later of:
- (a) the date, if any, specified in the notice as the effective date for the change; or
 - (b) the date five Working Days after deemed receipt of the notice.
- 8.5 Any notice or document given or delivered in accordance with clause 8.1, clause 8.2 and clause 8.3 will be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or
 - (b) if sent by pre-paid first class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting.
- 8.6 In proving delivery of a notice or document, it will be sufficient to prove that:
- (a) a delivery receipt was signed or that the notice or document was left at the address; or
 - (b) the envelope containing the notice or document was properly addressed and posted by pre-paid first class post or other next Working Day delivery service.
- 8.7 A notice given or document delivered under this deed will not be validly given or delivered if sent by email.
- 8.8 This clause 8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

9. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

10. ENTIRE AGREEMENT

- 10.1 This deed constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 10.2 Each party acknowledges that in entering into this deed it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made negligently or innocently) other than those set out in this deed.
- 10.3 Nothing in this clause shall limit or exclude any liability for fraud.

11. JOINT AND SEVERAL LIABILITY

Where the Buyer comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Buyer arising under this deed and the Seller may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

12. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

13. JURISDICTION

Subject to clause 3.2 to clause 3.10 (inclusive), each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF this document has been executed and delivered as a deed on the date first stated above.

Signed as a deed by

LOUISE LAILA DUDHILL

in the presence of:

SIGNATURE OF WITNESS.....

NAME (BLOCK CAPITALS)

WITNESS'S

ADDRESS.....

.....

.....

Signed as a deed by

[.....]

in the presence of:

SIGNATURE OF WITNESS.....

NAME (BLOCK CAPITALS)

WITNESS'S

ADDRESS.....

.....

.....

Signed as a deed by

[.....]

in the presence of:

SIGNATURE OF WITNESS.....

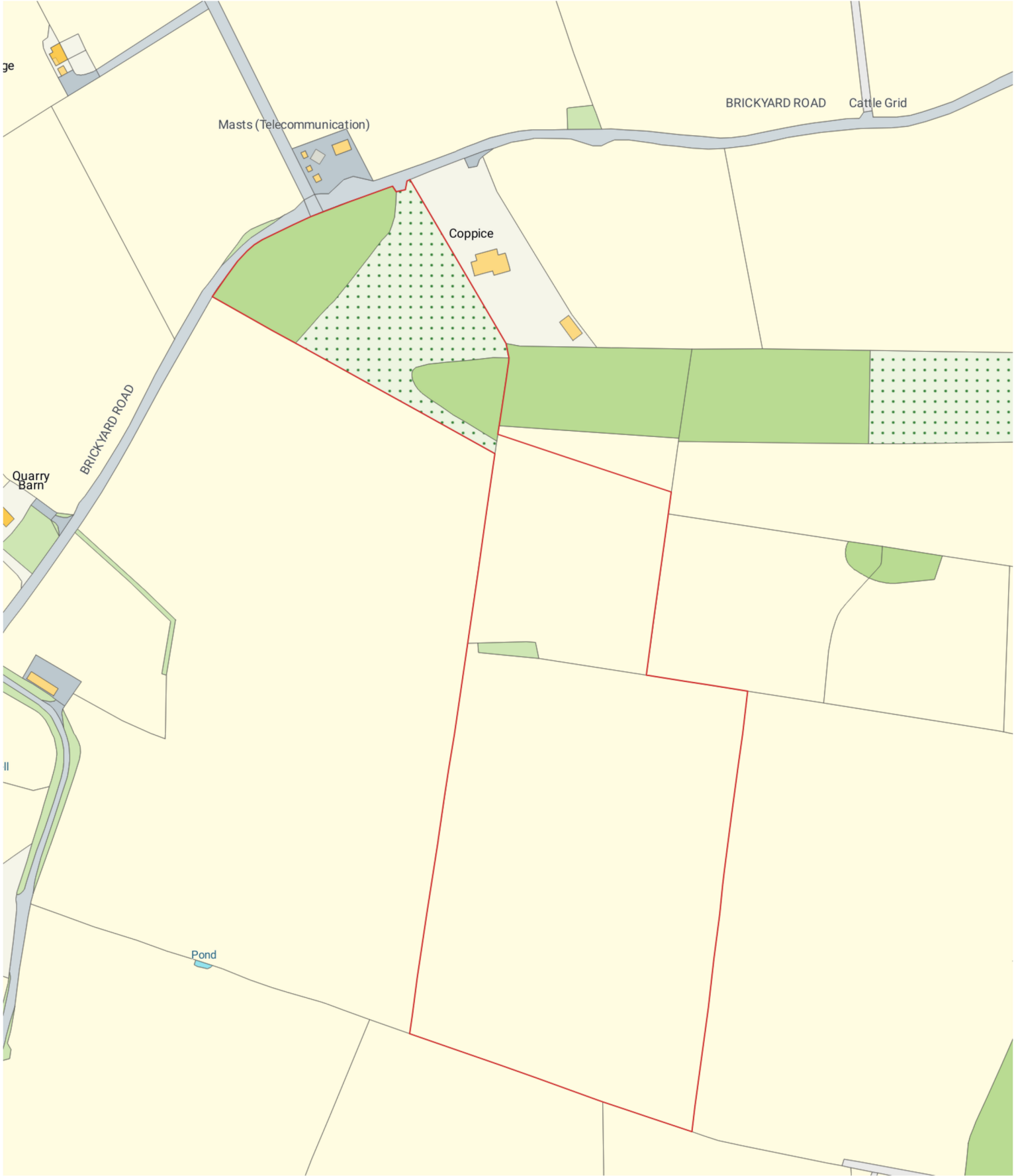
NAME (BLOCK CAPITALS)

WITNESS'S

ADDRESS.....

.....

.....



Short form pre-contract enquiries for bare land



Conditions

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

Particulars

Seller:	Louise Laila Dudhill
Buyer:	
Property:	Lots 1 & 2 Mount Pleasant Farm, Kington, Hereford, HR5 3HF
Transaction:	Sale
Seller's solicitors:	Mfg Solicitors
Buyer's solicitors:	
Date:	08.01.2024

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.
- **Rights:** means any covenants, agreements, rights, restrictions, or informal arrangements of any kind (including any which are in the course of being acquired).
- **Seller:** includes landlord and prospective landlord.

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

- References in these enquiries to "**you**" mean the Seller and to "**we**" and "**us**" mean the Buyer.

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

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

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

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

6. The Seller confirms that pending exchange of contracts or, where there is no prior contract, pending completion of the Transaction, it will notify the Buyer on becoming aware of anything which may cause any reply that it has given to these or any supplemental enquiries to be incorrect.

Enquiries

1. Boundaries and extent

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

- 1.1 Are you aware of any discrepancies between the boundaries referred to in the title deeds and the Boundary Features?

No

- 1.2 Have any alterations been made to the position of any Boundary Features during your ownership or, to your knowledge, earlier?

No

- 1.3 In relation to each of the Boundary Features:

- (a) Which of them have you maintained or regarded as your responsibility?
- (b) Are any boundaries shared or maintained?

(a) see plan

(b) No

1.4 [Does any part of the Property lie beneath or above adjoining premises, roads or footpaths?]

No

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

Retained Land

2. Rights benefiting the Property

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

2.1 What Rights does the Property benefit from, other than those which are apparent from the copy documents supplied?

Not so far as the Seller is aware

2.2 Please confirm that all terms and conditions relating to the exercise of any Rights which benefit the Property have been complied with.

N/A

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

N/A

2.4 Please give details of any interference with any Rights, whether past, current or threatened.

N/A

2.5 Have you (or, to your knowledge, has any predecessor in title) registered any notices, cautions against first registration or other entries against any other titles at the Land Registry in relation to any Rights which benefit the Property?

No

2.6 What are the pedestrian and vehicular access routes to and from the Property?

Lot 1 – Gate at G1

Lot 2 – New gate at G2

2.7 Have you, or to your knowledge has anyone else, applied to modify or discharge any Rights benefitting the Property?

No

3. Adverse Rights affecting the Property

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

3.1 What Rights is the Property subject to, other than those which are apparent from the copy documents supplied?

None so far as the Seller is aware

3.2 To what extent have the Rights been exercised and by who?

N/A so far as the Seller is aware

3.3 Please confirm that all terms and conditions relating to the exercise of any Rights to which the Property is subject have been complied with.

N/A so far as the Seller is aware

3.4 Are there any overriding interests to which the Property is subject?

No

3.5 Does the Property, or any property over which Rights are enjoyed, include any land that is currently used or has in the past ten years been used by members of the public for recreational purposes, whether with or without your permission?

The Seller has given specific friends personal permission to walk through Lot 1 & 2.

The Seller will terminate the arrangement prior to completion.

3.6 Have you, or to your knowledge has anyone else, applied to modify or discharge any Rights to which the Property is subject?

No

3.7 Have you suffered any nuisance or damage as a result of the exercise of any Adverse Right?

N/A

3.8 Are there any telecommunications or electrical apparatus on the Property, including any electricity substations or telecommunications masts? If so, please supply copies of any relevant documentation.

No

3.9 Are there any renewable energy installations on the Property (for example, wind turbines, solar panels, biomass boilers or anaerobic digesters)?

No

3.10 Has anyone obtained or been refused insurance cover in respect of any defect in title to the Property, including any restrictive covenant or any lost title deed?

N/A

3.11 Have any statements or declarations been made under section 31(6) of the Highways Act 1980 in relation to rights over the Property? If so, please state the date on which any statement or declaration was deposited and provide copies of any statements and declarations.

Not by the Seller

4. Physical condition

4.1 Is the Property now, or has it ever been, affected by any of the following? :

- (a) subsidence, settlement, landslip or heave;
- (b) defective Conduits, fixtures, plant or equipment;

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

(a) – (f) Not to the Seller's knowledge

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

No

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

N/A

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

No testing or maintenance of water pipes which will be disconnected.

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

N/A

4.6 Please identify any major engineering works.

N/A

4.7 Has there been any unauthorised waste dumping, fly tipping, burial of animal carcasses, fly grazing or vandalism on the Property or theft from the Property [in the last ten years]?

No

- 4.8 [Does the boundary of the Property immediately adjoin a highway maintainable at public expense at, and for the full width of, each point of access?]

The Buyer must rely on its own searches and investigations.

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

N/A

- 4.10 If any access from the Property to a public highway is shared with any third party, please give details of the frequency of use of the access by other vehicles.

N/A

- 4.11 If the Property has been affected by flooding, then in addition to any details already provided in reply to enquiry 4.1(f), please provide details of the source of the flood, the year (or years) in which it occurred, and whether the flooding is seasonal.

N/A

- 4.12 Are there any pipelines, cables, wires, drains, ditches, under or over ground storage tanks not apparent on physical inspection that could interfere with normal farming operations?

No

- 4.13 Has there been any filling of former excavations or voids on the Property, such as gravel pits, mines or quarries?

Not so far as the Seller is aware

- 4.14 [Is the Property certified as organic under any organic certification programme? If so, please provide a copy of the current certificate, identify on a plan the organic areas and give details of the farming activities.]

No

- 4.15 Has the owner or occupier of any neighbouring premises ever requested or been allowed or been refused access to the Property to carry out repairs, alterations or other works to any neighbouring premises or the Conduits serving them? If so, please give details, including copies of any access orders granted under the Access to Neighbouring Land Act 1992.

No

5. Fixtures

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

- 5.1 [Please list any items which are currently attached to the structure of the Property in some way (for example, wired, plumbed or bolted) and which you propose removing from the Property prior to completion of the Transaction.]

N/A

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

N/A

- 5.3 [Other than those belonging to an occupational tenant, please confirm that you own all fixtures and fittings that will remain on the Property, free from third party rights.]

N/A

- 5.4 [Where there is an existing tenant who will be leaving by completion, please list items that are a tenant's fixtures and will be removed.]

N/A

6. Utilities and services

- 6.1 Please list the services available at the Property and confirm which (if any) are connected to the mains, copies or recent bills, and if applicable provide plan of the location of any water meters.

None

6.2 Do any parts of the services pass over, under or through any land which is not part of the Property?

N/A

6.3 If so, please give details of the route and easement, grant, exception reservation, wayleave, licence or consent.

N/A

6.4 Please provide copies of the most recent bills for the services referred to at enquiry 6.1 and the location of any water or electricity meters serving the Property.

N/A

6.5 Please provide copies of any consent or licence relating to any drainage used in respect of the Property or the activities carried on there.

N/A

6.6 Please provide copies of any licence to abstract water? If applicable how much water is actually abstracted during any one year? Please supply the average amount of water abstracted for each of the last 5 years?

N/A

6.7 Please provide a plan of any water system that affects the Property.

N/A

7. **Planning and building regulations**

7.1 Are you aware of any breach of planning law in relation to the construction, use or occupation of the Property?

No

7.2 [Is any building or structure on the Property listed under planning law?]

N/A

7.3 What works have been carried out at the Property during the last four years?

None

7.4 What changes of use have taken place at the Property during the last ten years?

None

7.5 What is the existing use of the Property and how is it authorised under planning legislation?

Lot 1 – Woodland, Lot 2 - Pasture

7.6 [Where you or your solicitor have them, please supply copies of all planning documents and all building regulations consents relating to the Property.]

N/A

7.7 Have you made an application for planning permission which has not yet been determined by the local authority or are there any other planning proceedings currently taking place in relation to the Property?

No

7.8 What information do you have about any proposals for the development of any adjoining or neighbouring property?

No

7.9 [Are you aware of any existing or future Community Infrastructure Levy liability relating to the Property?]

No

8. Statutory agreements and infrastructure

8.1 Are you aware of any outstanding obligations relating to the construction or adoption of the highway, Conduits or any other infrastructure that supplies the Property?

No

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

No

8.3 Are you aware of anything affecting the Property that is capable of being registered on the Local Land Charges Register but is not so registered?

No

9. Statutory and other requirements

9.1 Are you aware of any breach of statutory requirements that relate to the Property or its use or occupation?

No

9.2 [Are you aware of any breach of, alleged breach of, or any claim under any statutory requirements or byelaws affecting the Property, its current use, the storage of any substance in it or the use of any fixtures, machinery or chattels in it?]

No

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

Not by the Seller

10. Environmental

10.1 [Where you or your solicitor have them, please supply copies of all environmental and flood risk reports that have been prepared in relation to the Property].

N/A

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

N/A

- 10.3 Are there, or have there ever been, any above or below ground bulk storage tanks at the Property? If so, please confirm the contents and age of those tanks (or estimate the age as accurately as possible).

No

- 10.4 Please confirm that you are not aware of any breach of any environmental law relating to the past or present use or occupation of the Property or for substances in, on, at or under the Property.

No

- 10.5 Please confirm that you are not aware of any environmental incidents including the leaking or discharging of any substances at the Property or on or at any nearby properties.

No

- 10.6 Has the property or has the property had any plant or animal health issues within the last 5 years? If so, are there any outstanding notices against the property in respect of any one of these issues including TB? Is the Property within a badger-controlled area?

No

11. Occupiers

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

- 11.1 Does anyone apart from you have any right to use or occupy the Property?

No

- 11.2 If the Property is vacant, when and why did it become vacant?

The Property has always been in hand

12. Notices

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

No

13. Disputes

13.1 Please provide details of any outstanding complaints or past, current or likely disputes affecting the Property, or its use and occupation.

Not during the Seller's ownership

13.2 [Are you aware of any noise, odour, dust or spray drift or other matter arising from neighbouring land but noticeable on or in the Property?]

No

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

Not during the Seller's ownership

14. Farm payments, land management and capital grant schemes

14.1 Is the Property entered into any farm payment or other environmental land management scheme or capital grant scheme, such as the Basic Payment Scheme, or any other replacement scheme delivering public money for public goods?

BPS

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

- (a) Confirm that all terms of the scheme, including any cross compliance or replacement general standards of land management, have been complied with.
- (b) Confirm that no conditions are outstanding that may require the repayment of the funds payable under the scheme.
- (c) Confirm that there are no outstanding inspections, penalties or disputes relating to the scheme

- (d) On a plan, specify the areas affected including identifying any areas required to be kept as permanent grassland or other environmental specific area.
- (e) Supply copies of all relevant correspondence including but without limitation to applications, forms, correspondence, statements and payment schedules, or maps.

N/A

- 14.3 Is the Property entered into any woodland grant scheme? If so, please confirm that all the terms and conditions of that scheme have been complied with including but without limitation to all felling licences?

No

15. Sporting rights

- 15.1 Please confirm that all fishing and sporting rights are in hand and are included in the sale of the Property. If not in hand, please supply copies of any written agreements or a summary of any oral agreements?

Confirmed

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

N/A

16. [Insurance]

- 16.1 Have you ever experienced any difficulty in obtaining insurance cover for the Property including cover for public liability, at normal rates and subject to normal exclusions?

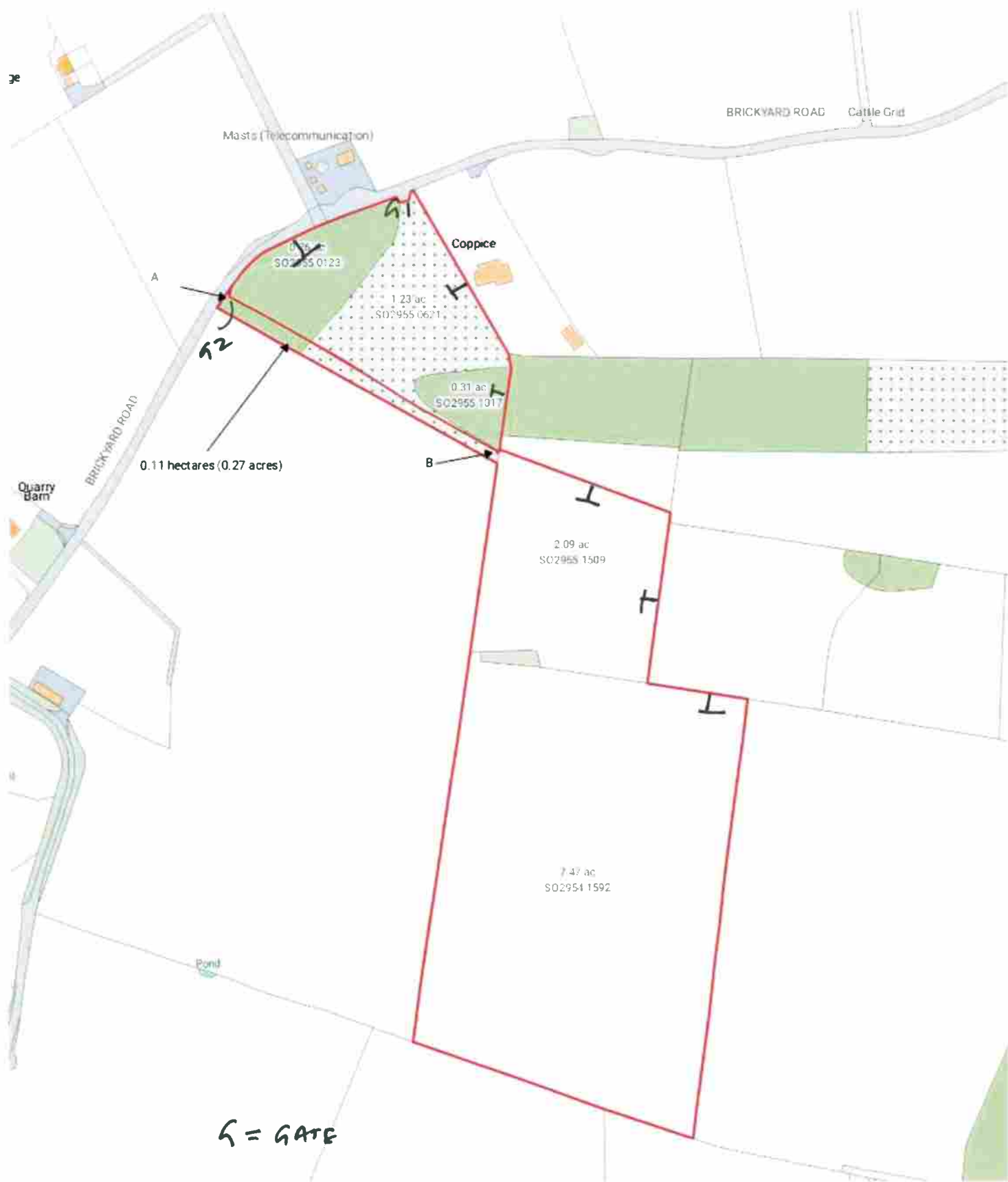
No

- 16.2 Please give details of any outstanding insurance claims in relation to the Property.

No

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

N/A



**REGISTER OF LOCAL LAND CHARGES
OFFICIAL CERTIFICATE OF SEARCH**

Enquirer: TM GROUP (UK) LIMITED
1200 DELTA BUSINESS PARK
SWINDON WILTSHIRE SN5 7XZ
Official Number: 2023/01215
Dated 15/12/2023
Enquirer's Reference: 25364409

Requisition for Search: An official search is required in the register of local land charges kept by the below-named registering authority for subsisting registrations against the land described below.

Registering Authority: Herefordshire Council

Search Address: Mount Pleasant Farm
Kingswood
Kington
HR5 3HF

Total Fee - £208.00

Official Certificate of Search

It is hereby certified that the search requested above reveals the 1 registration(s) described in the Schedule(s) hereto up to and including the date of this Certificate.

Signed



**Teresa Farmer
Land Charges Manager
On behalf of Herefordshire Council**

Date: 20/12/2023

Please note that search results are produced using the primary source of the submitted plan. The onus is on the submitting party to ensure that the plan and address are correct. Any discrepancy between the address and plan may produce additional or fewer disclosures.

**REGISTER OF LOCAL LAND CHARGES
SCHEDULE TO OFFICIAL CERTIFICATE OF SEARCH**

PART 3(b) OF REGISTER :OTHER PLANNING CHARGES

The County of Hereford (Area of Special Control of Advertisements) Order, 1965 dated 19th August 1965, under Town and Country Planning Act 1962 - Town and Country Planning (Control of Advertisements) Regulations 1960.

Originating Authority

Herefordshire Council (Plough Lane,
Hereford.
HR4 0LE)

Place where relevant documents may be inspected

Land Charges Department, Herefordshire Council Archive
and Records Centre, Fir Tree Lane, Rotherwas, Hereford
HR2 6LA

LLC1 DOCUMENT Ref.:

83

Site Address/Location

SPECIAL CONTROL OF ADVERTISEMENTS

Date of Registration

27 August, 1980

Property Address: Mount Pleasant Farm, Kingswood, Kington, HR5 3HF

1 PLANNING AND BUILDING REGULATIONS

1

1.01 Planning and Building Regulation Decisions and Pending Applications Which of the following relating to the property have been granted issued or refused or (where applicable) are the subject of pending applications or agreements-

1.01

1.01(a) Planning permission

1.01(a) None

1.01(b) a listed building consent

1.01(b) None

1.01(c) a conservation area consent

1.01(c) None

1.01(d) a certificate of lawfulness of existing use or development

1.01(d) None

1.01(e) a certificate of lawfulness of proposed use or development

1.01(e) None

1.01(f) a certificate of lawfulness of proposed works for listed buildings

1.01(f) None

1.01(g) a heritage partnership agreement

1.01(g) None

1.01(h) a listed building consent order

1.01(h) None

1.01(i) a local listed building consent order

1.01(i) None

1.01(j) building regulations approval

1.01(j) None

1.01(k) a building regulation completion certificate and

1.01(k) None

1.01(l) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?

1.01(l) None

1.02 Planning designations and proposals

1.02

1.02 What designations of land use for the property or the area and what specific proposals for the property are contained in any existing or proposed development plan?

1.02 The Herefordshire Local Plan - Core Strategy shows the following designations for the property/area or specific proposals for the area: HOUSING MARKET AREA (H1, H2, RA1, RA2)

Herefordshire Council has prepared a Local Plan - Core Strategy for the County to cover the period 2011 - 2031. This document includes a range of county wide policies which provide the framework for development in the County. The Core Strategy Policies replace most of the Unitary Development Plan (UDP) 2007 policies.

The Local Plan will ultimately be made up of a number of planning documents. A Hereford Area Plan, Neighbourhood Development Plans and other Development Plan Documents will also be prepared in conformity with the Core Strategy and these will provide greater detail about the location of future development. Together all these documents will form the Local Plan for Herefordshire.

The Core Strategy can be found at: <https://www.herefordshire.gov.uk/local-plan-1/local-plan-core-strategy>

Information on the status of neighbourhood plan preparation can be found at:

<https://www.herefordshire.gov.uk/planning-building-control/neighbourhood-planning/3>

For any further information, advice or enquiries please email ldf@herefordshire.gov.uk

2 ROADS AND PUBLIC RIGHTS OF WAY

Roadways, footways and footpaths (2.01) Public rights of way (2.02 - 2.05)

2

2.01 Which of the roads, footways and footpaths named in the application for this search (via boxes B and C) are:
2.01

2.01(a) highways maintainable at public expense
2.01(a) Please see roads coloured blue on attached plan.

For further enquiries please email highwaysearches@herefordshire.gov.uk

2.01(b) subject to adoption and supported by a bond or bond waiver
2.01(b) None

2.01(c) to be made up by a local authority who will reclaim the cost from the frontagers
2.01(c) None

2.01(d) to be adopted by a local authority without reclaiming the cost from the frontagers
2.01(d) None

2.02 Is any public right of way which abuts on or crosses the property shown in a definitive map or revised definitive map?
2.02 Yes

For any further enquiries please email PROW@herefordshire.gov.uk

2.03 Are there any pending applications to record a public right of way that abuts or crosses the property on a definitive map or revised definitive map?
2.03 No

2.04 Are there any legal orders to stop up after or create a public right of way which abuts or crosses the property not yet implemented or shown on a definitive map?
2.04 No

2.05 If so please attach a plan showing the approximate route.
2.05 Please see attached plan.

For any further enquiries regarding 2.02-2.05 please contact PROW@herefordshire.gov.uk

3 OTHER MATTERS

Apart from matters entered on the registers of local land charges do any of the following matters apply to the property? If so how can copies of relevant documentation be obtained?
3

3.01 Land required for public purposes
Is the property included in land required for public purposes?
3.01 No

3.02 Land to be acquired for road works
Is the property included in land to be acquired for road works?
3.02 No

3.03 Drainage matters
3.03

3.03(a) Is the property served by a sustainable urban drainage system (SuDS)?
3.03(a) 3.03 (a) to (c) - Prior to 21/6/16 the authority does not hold comprehensive records of SuDS systems in a retrievable format - please refer to vendor.
Post 21/06/16 please refer to relevant conditions on planning decision notices and associated discharge of conditions notices which are available on the Council's website.
<https://www.herefordshire.gov.uk/planning-and-building-control/development-control/search-and-comment-on-planning-applications>

3.03(b) Are there SuDS features within the boundary of the property if yes is the owner responsible for maintenance?
3.03(b) .

3.03(c) If the property benefits from a SuDS for which there is a charge who bills the property for the surface water drainage charge?
3.03(c) .

3.04 Nearby road schemes
Is the property (or will it be) within 200 metres of any of the following -:
3.04

3.04(a) the centre line of a new trunk road or special road specified in any order draft order or scheme
3.04(a) No

3.04(b) The centre line of a proposed alteration or improvement to an existing road notified to the Council by the appropriate Secretary of State involving the construction of a subway underpass flyover footbridge elevated road or dual carriageway (whether or not within existing highway limits) ; or
3.04(b) No

- 3.04(c) the outer limits of construction works for a proposed alteration or improvement to an existing road involving (i) construction of a roundabout (other than a mini roundabout); or (ii) widening by construction of one or more additional traffic lanes;**
3.04(c) No
- 3.04(d) the outer limits of (i) construction of a new road to be built by a local authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway underpass flyover footbridge elevated road or dual carriageway; or (iii) construction a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes;**
3.04(d) No
- 3.04(e) the centre line of the proposed route of a new road under proposals published for public consultation; or**
3.04(e) No
- 3.04(f) the outer limits of (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway underpass flyover footbridge elevated road or dual carriageway; (ii) construction a roundabout (other than a mini roundabout); or (iii) widening by construction of one or more additional traffic lanes under proposals published for public consultation?**
3.04(f) No

For any further enquiries regarding 3.04(a) - 3.04(f) please email highwaysearches@herefordshire.gov.uk

3.05 Nearby railway schemes

3.05

3.05(a) Is the property (or will it be) within 200 metres of the centre line of a proposed railway tramway light railway or monorail?

3.05(a) Not that the Council is aware of

3.05(b) Are there any proposals for a railway tramway light railway or monorail within the Local Authority's boundary?

3.05(b) At present there are no Local Plan proposals or planning permissions in the County for railways, tramways, light railways or monorails.

3.06 Traffic schemes

Has a local authority approved but not yet implemented any of the following for the roads footways and footpaths which are named in Boxes B and C and are within 200 metres of the boundaries of the property?

3.06

3.06(a) Permanent stopping up or diversion

3.06(a) No

3.06(b) Waiting or loading restrictions

3.06(b) No

3.06(c) One-way driving

3.06(c) No

3.06(d) Prohibition of driving

3.06(d) No

3.06(e) Pedestrianisation

3.06(e) No

3.06(f) Vehicle width or weight restriction

3.06(f) No

3.06(g) Traffic calming works e.g. road humps

3.06(g) No

3.06(h) Residents parking controls

3.06(h) No

3.06(i) Minor road widening or improvement

3.06(i) No

3.06(j) Pedestrian crossings

3.06(j) No

3.06(k) Cycle tracks

3.06(k) No

3.06(l) Bridge building

3.06(l) No

For any further enquiries regarding 3.06(a) - 3.06(l) please email highwaysearches@herefordshire.gov.uk

- 3.07 Outstanding notices**
Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this form?
3.07
- 3.07(a) building works**
3.07(a) No
- 3.07(b) environment**
3.07(b) No
- 3.07(c) health and safety**
3.07(c) No
- 3.07(d) housing**
3.07(d) No
- 3.07(e) highways**
3.07(e) No
- 3.07(f) public health**
3.07(f) No
- 3.07(g) flood and coastal erosion risk management**
3.07(g) No
- 3.08 Contravention of building regulations**
Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations?
3.08 No
- 3.09 Notices, orders, directions and proceedings under Planning Acts**
Do any of the following subsist in relation to the property or has a local authority decided to issue serve make or commence any of the following:-
3.09
- 3.09(a) an Enforcement Notice**
3.09(a) No
- 3.09(b) a stop notice**
3.09(b) No
- 3.09(c) a listed building enforcement notice**
3.09(c) No
- 3.09(d) a breach of condition notice**
3.09(d) No
- 3.09(e) a planning contravention notice**
3.09(e) No
- 3.09(f) another notice relating to breach of planning control**
3.09(f) No
- 3.09(g) a listed building repairs notice**
3.09(g) No
- 3.09(h) in the case of a listed building deliberately allowed to fall into disrepair a compulsory purchase order with a direction for minimum compensation;**
3.09(h) No
- 3.09(i) a building preservation notice**
3.09(i) No
- 3.09(j) a direction restricting permitted development**
3.09(j) No
- 3.09(k) an order revoking or modifying a planning permission or discontinuing an existing planning use**
3.09(k) No
- 3.09(l) an order requiring discontinuance of use or alterations or removal of building or works;**
3.09(l) No
- 3.09(m) tree preservation order; or**
3.09(m) No
- 3.09(n) proceedings to enforce a planning agreement or planning contribution**
3.09(n) No

- 3.10 Community Infrastructure Levy (CIL)**
3.10
- 3.10(a) Is there a CIL charge schedule?**
3.10(a) No
- 3.10(b) If yes do any of the following subsist in relation to the property or has a local authority decided to issue serve make or commence any of the following:- i) a liability notice? ii) a notice of chargeable development? iii) a demand notice? iv) a default liability notice? v) an assumption notice? (vi) a commencement notice?**
3.10(b) Not applicable
- 3.10(c) Has any demand notice been suspended?**
3.10(c) Not applicable
- 3.10(d) Has the local authority received full or part payment of any CIL liability?**
3.10(d) Not applicable
- 3.10(e) Has the local authority received any appeal against any of the above?**
3.10(e) Not applicable
- 3.10(f) Has a decision been taken to apply for a liability order?**
3.10(f) Not applicable
- 3.10(g) Has a liability order been granted?**
3.10(g) Not applicable
- 3.10(h) Have any other enforcement measures been taken?**
3.10(h) Not applicable
- 3.11 Conservation area**
Do the following apply in relation to the property?
3.11
- 3.11(a) the making of the area a Conservation Area before 31 August 1974; or**
3.11(a) No
- 3.11(b) an unimplemented resolution to designate the area a Conservation Area?**
3.11(b) No
- 3.12 Compulsory purchase**
Has any enforceable order or decision been made to compulsorily purchase or acquire the property?
3.12 No
- 3.13 Contaminated land Do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is such a condition that harm or pollution of controlled waters might be caused on the property)?**
3.13
- 3.13(a) a contaminated land notice;**
3.13(a) No
- 3.13(b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990:- (i) a decision to make an entry; or (ii) an entry; or**
3.13(b) No
- 3.13(c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice?**
3.13(c) No

Radon gas**Do records indicate that the property is in a "Radon Affected Area" as identified by Public Health England or Public Health Wales?**

3.14 It is in a Radon affected area; at least 10% of homes are estimated to be above the action level (higher probability radon area).

What is Radon?

Radon is a naturally occurring gas which is formed by the decay of small amounts of uranium present in all rocks and soils. In the open air radon disperses rapidly and levels are low. However, in buildings such as homes, radon can be drawn in through cracks and gaps in the floor and can in some instances reach unacceptably high concentrations. Exposure to particularly high levels of radon may increase the risk of developing lung cancer.

Radon is measured in Becquerels per cubic metre of air (Bq m⁻³). The average radon level in homes across the UK is 20 Bq m⁻³.

Public Health England advises that homes in radon affected areas should be tested and householders should take action to reduce radon levels if their home has a reading of, or over, 200 Bq m⁻³, (the radon action level).

Radon Affected Areas

Areas of the UK where 1% or more of homes are estimated to exceed the action level are defined as a "radon affected area".

PHE recommends that all parts of the UK should be classified according to the probability that homes in the locality will have an indoor radon concentration above the (200 Bq m⁻³).

Radon potential band (%)	General Risk	Affected Area?
0 - 1	Low	No
1 - 3	Medium	Yes
3 - 5	Medium	Yes
5 - 10	Medium	Yes
10 - 30	High	Yes
Over 30	High	Yes

Radon Probability Areas

Areas where the probability of exceeding the Action Level is 1% or more are defined as Radon Affected Areas. To avoid the misconception that radon is only present in radon Affected Areas, those areas with less than 1% probability of exceeding the Action Level are defined as "lower probability areas".

" Areas where less than 1% of homes are estimated to be above the action level are "lower probability radon areas".

" Areas where between 1% and 10% of homes are estimated to be above the action level are "intermediate probability radon areas".

" Areas where at least 10% of homes are estimated to be above the action level are "higher probability radon areas"."

Radon Searches

There are different ways to find the Radon Potential for an address or area of land from the UKradon website).

You can either use a Definitive Search (which use the full radon data set of 25 metre x 25 metre squares) or a Indicative Search (which use data grouped by area or postcode)

Online Radon Report (Definitive Search)

You can find out if a property is in a radon affected area by purchasing an online radon risk report which costs £3.90 inc. VAT from the PHE radon website; UKradon: (www.ukradon.org).

The report will provide the following:

1. Whether the property is in a Radon Affected Area
2. The estimated probability of the property being above the Action Level for radon.
3. The requirement under Building Regulations for radon protection in new buildings and extensions at the property.
4. PHE guidance for occupiers and prospective purchases

The report will tell you the risk of the chosen address having a high level of radon. NOT the level of radon at that address.

Indicative Maps (Indicative Search)

View the free UK maps of radon from the UKradon website. These documents show the worst case radon risk for every 1km grid square in the United Kingdom

To view for all the available Radon Searches please visit the UKradon website.

3.15 Assets of Community Value

3.15

3.15(a) Has the property been nominated as an asset of community value? If so:- (i) Is it listed as an asset of community value? (ii) Was it excluded and placed on the 'nominated but not listed' list? (iii) Has the listing expired? (iv) Is the Local Authority reviewing or proposing to review the listing? (v) Are there any subsisting appeals against the listing?

3.15(a) No

3.15(b) If the property is listed: (i) Has the local authority decided to apply to the Land Registry for an entry or cancellation of a restriction in respect of listed land affecting the property? (ii) Has the Local Authority received a notice of disposal? (iii) Has any community interest group requested to be treated as a bidder?

3.15(b) Not applicable

Law Society CON290 Enquiries of Local Authority (2016)

Property Address: Mount Pleasant Farm, Kingswood, Kington, HR5 3HF

22 REGISTERED COMMON LAND AND TOWN OR VILLAGE GREEN

22

22.1 Is the property or any land which abuts the property registered common land or town or village green under the Commons Registration Act 1965 or the Commons Act 2006?

22.1 No

22.2 Is there any prescribed information about maps and statements deposited under s.15A of the Commons Act 2006 in the register maintained under s.15B(1) of the Commons Act 2006 or under s.31A of the Highways Act 1980?

22.2 No

22.3 If there are any entries how can copies of the matters registered be obtained and where can the register be inspected?

22.3 Re 22.1 - Please contact Commons Registration office, PO Box 4, Plough Lane, Hereford, HR4 0XH, Tel: 01432 261991, email: commonsregistration@herefordshire.gov.uk

Re 22.2 - Please contact PROW@herefordshire.gov.uk

No Planning applications to reveal

No Building Control applications to reveal

Standard Information/Disclaimer

Addendum

2016 CON29 PART 1 Informatives

Question 1.1(a)-(i)

Local authority records from 1st August 1977 have been inspected to provide this response. Planning entries prior to this date are available on request from the Planning Department. A fee may be charged for this service.

For any enquiries regarding the planning entries please contact the Planning Desk at the Herefordshire Archive and Records Centre Fir Tree Lane, Rotherwas, Hereford HR2 6LA e-mail planningdesk@herefordshire.gov.uk

Question 1.1(j)

Building Control records are kept in accordance with the Building Control Retention Schedule and destroyed once they are no longer required for the Council's business use, in accordance with appropriate legislation and operational requirements.

From 1st October 2023 the Building Safety Regulator became the Building Control Authority for high-rise buildings.

High-rise buildings are defined as having 7 or more storeys and/or being 18 metres or more high, and either having at least 2 residential units or being hospitals or care homes (during design and construction).

Enquiries should be made with the Building Safety Regulator for answers to questions 1.1j,k & l for applications received on high rise buildings since 1st October 2023.

For further information please visit <https://www.hse.gov.uk/building-safety/regulator.htm> . Information on the Regulator is also available here Building Safety Hub | Building Safety Regulator . You may also wish to make enquiries of developers of new buildings and/or managing agents of existing buildings.

Question 1.1(l)

The local authority may not always be aware of such works and enquiries should also be made of the seller.

Informative: (1) As from April 1st 2002 the installation of a replacement window, rooflight or roof window or specified type of glazed door must either have building regulation approval or be carried out and certified by a person who is registered under the Fenestration Self-Assessment Scheme by the Glass and Glazing Federation.

Please note that following the implementation of a new computer system in Building Control, any applications dated prior to 28th September 2009 have been abbreviated in your search response. They will no longer contain separating slashes or a prefix of BC.

For any enquiries regarding Building Control please contact the Building Control Section, Council Offices, Plough Lane, Hereford. HR4 0LE or e-mail buildingcontrolenquiries@herefordshire.gov.uk

Question 1.2

This reply reflects policies or proposals in any existing development plan and in any formally proposed alteration or replacement plan, but does not include policies contained in planning guidance notes.

Question 2.1

If a road, footway or footpath is not a highway maintained at public expense, there may be no right to use it and the local authority cannot express an opinion without seeing the title plan of the property and carrying out a site inspection.

Question 2.2

Herefordshire Council holds a Definitive Map and Statement of public rights of way with a relevant date of 1st April, 1989. Whilst this does not preclude the existence of unrecorded rights of way, the council is unaware of any claimed rights of way existing over the search site. If in doubt please contact herefordshireprow@bblivingplaces.com for further information.

Question 3

With reference to questions 3.1 to 3.15 matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.

3.3 Drainage matters - It was expected that compulsory SuDS would come into force in April 2015 and apply to new build properties built after that date. However, discussions are still continuing in relation to the SuDS regime in England.

Question 3.4

A mini roundabout is a roundabout having a one-way circulatory carriageway around a flush or slightly raised circular marking less than 4 metres in diameter and with or without flared approaches.

Question 3.5

If this property sits near to the local authority boundary, enquirers are therefore advised to seek further information from the neighbouring local authority.

Question 3.6

In some circumstances, road closures can be obtained by third parties from magistrate's courts, or can be made by the Secretary of State for Transport without involving the local authority.

This enquiry is designed to reveal matters that are yet to be implemented and/or could not be ascertained by a visual inspection.

Schemes that have, or are currently being implemented will not be referred to in answer to this enquiry.

If this property sits near to the local authority boundary, enquirers are therefore advised to seek further information from the neighbouring local authority.

Question 3.13

A negative reply does not imply that the property or any adjoining or adjacent land is free from contamination, or from the risk of it, and

the reply may not disclose steps taken by another local authority in whose area adjacent or adjoining land is situated.

Question 3.14

Radon Affected Areas are designated by the National Radiological Protection Board. It is recommended that the level of radon gas should be measured in all properties with Radon Affected Areas. The present owner or (for a new property) the builder should be asked whether protective measures were incorporated in the construction of the property; whether radon levels have been measured in the property; whether the results were at or above the Action Level (prescribed by the NRPB) and if so whether remedial measures were installed and whether the radon levels were re-tested and confirmed the effectiveness of the measures.

CON29 PART 2 Informatives

Question 8

You are advised to seek further information from <http://www.linesearchbeforeudig.co.uk>

LinesearchbeforeUdig (LSBUD) is a free to use internet based enquiry service available 24/7. It provides a single point of contact for all enquiries relating to the apparatus owned and/or operated by the Asset Owners protected by LSBUD, including underground and overhead transmission/distribution electricity networks, transmission/distribution gas networks, oil pipelines, and fibre optic networks.

These replies have been given in accordance with the notes appended to CON29 form.

References to the provisions of particular Acts of Parliament or Regulations include any provisions which they have replaced and also include existing or future amendments or re-enactments.

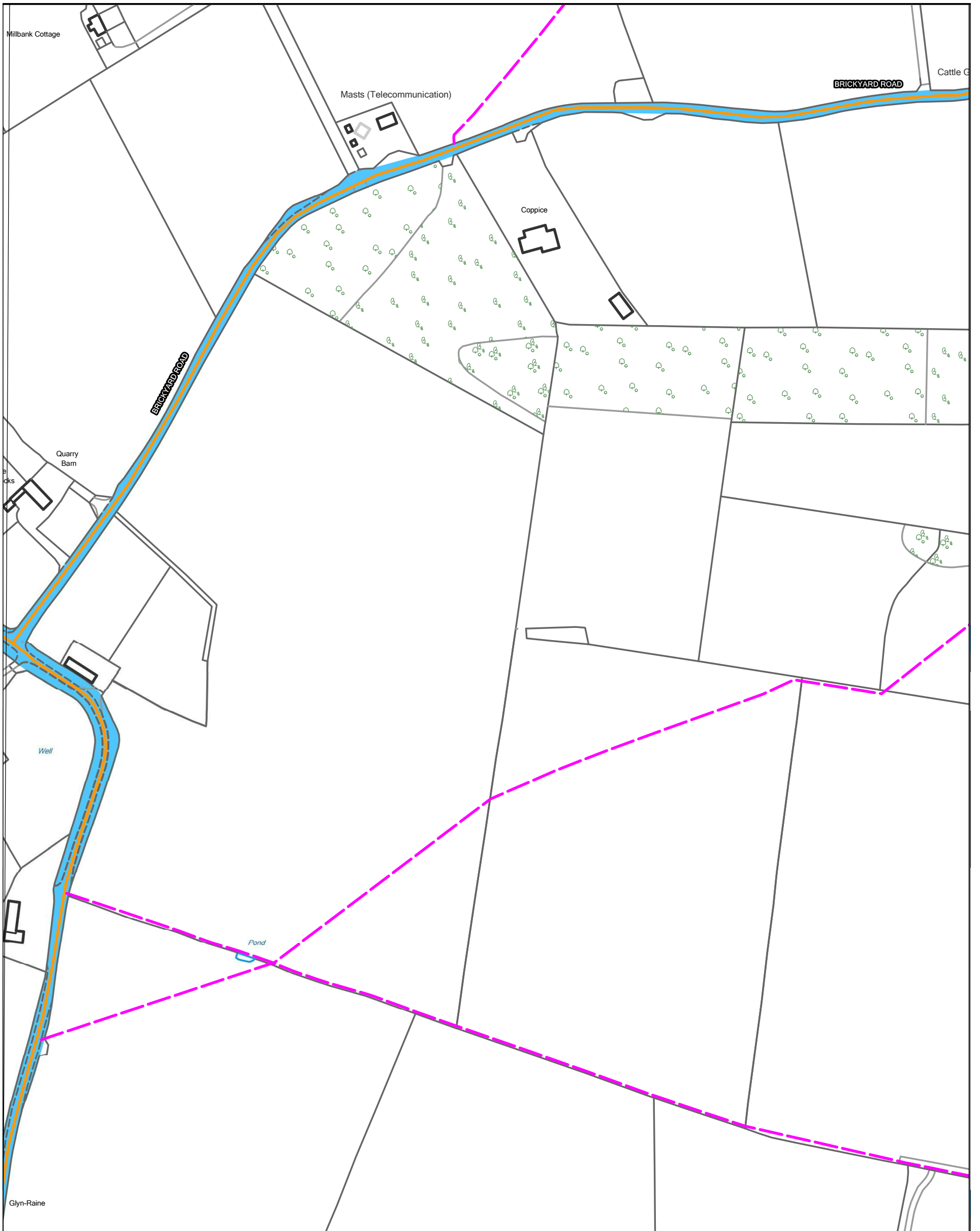
The replies will be given in the belief that they are in accordance with information presently available to the officers of the replying local authority, but none of the local authorities or their officers accepts legal responsibility for an incorrect reply, except for negligence. Any legal responsibility for negligence will be owed to the person who raised the enquiries and the person on whose behalf they were raised. It will also be owed to any other person who has knowledge (personally or through an agent) of the replies before the time when he purchases, takes a tenancy of, or lends money on the security of the property or (if earlier) the time when he becomes contractually bound to do so.

This Form should be read in conjunction with the guidance notes available separately.

Area means any area in which the property is located.












References to the Local Authority include any predecessor Local Authority and also any Local Authority committee, sub-committee or other body or person exercising powers delegated by the Local Authority and their approval includes their decision to proceed. The replies given to certain enquiries cover knowledge and actions of both the District Local Authority and County Local Authority.

Where relevant, the source department for copy documents should be provided.



SCALE 1:2500

Highways Map Key

	A Road		Public Footpath
	B Road		Public Bridleway
	C Road		Byway open to all traffic
	U Road		Restricted Byway
	Cycleway		Highway Land
	Footway		

Herefordshire Council,
Highways and Transportation,
Unit 3, Thorn Business Park, Rotherwas,
Hereford. HR2 6JT.
Tel: 01432 260000
Fax: 01432 261983



This plan is based on information that is currently available to the County of Herefordshire District Council. It is given on the strict understanding that neither the Council or any of its officers will be held responsible for the accuracy of this information or accept any liability whatsoever for any error or omission therein, or direct or consequential loss or damage arising from the interpretation or use of the information supplied. With regard to scale, this plan may be subject to distortions in scale and any measurements scaled from this plan may not match measurements between the same points on the ground. Please also be aware that the Ordnance Survey mapping that forms the basis of this plan may be up to 2 metres out at this scale. The enquirer should rely on the results of their own investigations.

Certificate Details

Certificate Number	9625190
Issue Date	15/12/2023
Client Ref	SMO/DUD02723.0001
Address	Mount Pleasant Farm, Kingswood, Kington, Herefordshire, HR5 3HF

We hereby certify that, based upon historical parish and tithe district boundaries, third party data and the relevant documentation found at The National Archives, the property is within a tithe district or Parish that has no record of risk of chancel repair liability.

No-one involved in the production of this report has any relationship with any party involved in the sale of the property.

The service is only available for properties in England and Wales. The data used to identify potential risk is derived from an academic study of historical parish boundaries and the relevant documentation pertaining to potential chancel repair liability held at the National Archive.

"No record of risk" means:

- no record of risk is held by The National Archives within the relevant Inland Revenue Indices for the subject parish;
- the property is within a parish with evidence of risk but the property is situated within a tithe district that has no risk per the records described above;
- the record held by the National Archive details that the total liability is held by the Church Commissioners, Cathedrals and/or educational establishments.

When purchasing land from any of these parties please enquire with them directly regarding this liability. It should be noted that this service searches against a 25 metre radius from the identified address point of the subject building in order to establish the location in respect of the relevant historical boundary.

ChancelCheck® is provided with the benefit of a warranty offering cover up to a market value of £2m where pre-existing matter adversely affects the result of the ChancelCheck® provided on the property.

Terms and Conditions

This Certificate is prepared by Dye & Durham (UK) Limited (formerly Future Climate Info Limited) and is subject to the Terms and Conditions available at <https://futureclimateinfo.com/wp-content/uploads/2023/02/FCI-terms-and-conditions-v0223.pdf>

ChancelCheck®

ChancelCheck® Guidance Note

Chancel Repair Liability Background

Chancel repair liability is a medieval anomaly whereby the Church of England and Wales was granted powers to charge those owning “rectorial land” for the upkeep of the chancel of some Parish Churches.

Chancel repair liability affects millions of acres in England and Wales and is still deemed a usual and necessary search by conveyancers.

Chancel repair liability can still be attached to land regardless of whether or not the liability is noted against the title, making the prospective risk unquantifiable.

The Church continues to actively register their interest, to protect their right to charge for chancel repair liability in perpetuity.

ChancelCheck® Identifies the Problem

ChancelCheck®

ChancelCheck® is an online, low cost screening report designed to inform the Homebuyer of any potential chancel repair liability. It is in accordance with the Conveyancing and CML Handbooks.

Certificate

If the area of land selected falls within a parish that does not have the ability to claim for chancel repair liability, the search will be returned as a Certificate.

Report

If the area of land selected falls within a parish that has the ability to claim for chancel repair liability, a potential liability will be returned and the search will come back as a Report. **Where an issue has been identified, legal indemnity insurance could be sought to cover the potential risk.**

NB. ChancelCheck® does not publish the relevant parish name to deter contacting the Church. Doing so will put the Church on notice of a potential liability and may lead to negating insurance cover.

Insurance Offers a Solution

Insurance

The legal indemnity insurance markets are known to offer chancel repair cover which may be available from your preferred insurance broker/provider. Alternatively, the market leading **ChancelSure®** insurance offered by CLS Property Insight is available online via their website at www.clspl.co.uk.

ChancelSure® policies have been specifically designed to work in conjunction with **ChancelCheck®** and are fully compliant with lender requirements. A schedule of indicative online premiums is provided overleaf.

Indicative Insurance Policy Premiums

Chancel repair indemnity insurance products, providing protection and security for the homeowner where a potential chancel liability has been identified.

The indicative figures given below are standard one-off ChancelSure® policy premiums (including IPT) offered by CLS Property Insight which will apply to most properties and were correct as at 5th August 2021. However, as chancel repair liability is a fluctuating risk, these figures may alter for some properties. In addition, insurers periodically review their underwriting data and may carry out further assessment before confirming the availability of cover.

The chancel repair policies available via your preferred insurance broker/provider may offer diminution in value, a 200% escalator clause, 25 year, 35 year and even in perpetuity terms. Should you wish to obtain ChancelSure® insurance, which is offered by CLS Property Insight, this is available online via their website at www.clspi.co.uk.

Residential Property (25 Years)

Limit of Indemnity	Residential Non Successor < 5 acres	Residential Successor < 5 acres	Residential Non Successor 5 – 10 acres	Residential Successor 5 – 10 acres
£100,000	£40.00	£65.00	£50.00	£90.00
£250,000	£54.00	£95.00	£75.00	£125.00
£500,000	£75.00	£125.00	£110.00	£150.00
£1,000,000	£94.00	£140.00	£130.00	£165.00
£1,500,000	£130.00	£175.00	£150.00	£195.00
£2,000,000	£150.00	£190.00	£175.00	£215.00
£2,500,000	£175.00	£210.00	£225.00	£275.00
£3,000,000	£210.00	£250.00	£275.00	£325.00

Residential Property (35 Years)

Limit of Indemnity	Residential Successor < 5 acres	Residential Successor 5 - 10 acres
£100,000	£80.00	£105.00
£250,000	£120.00	£145.00
£500,000	£145.00	£165.00
£1,000,000	£160.00	£185.00
£1,500,000	£185.00	£210.00
£2,000,000	£210.00	£240.00
£2,500,000	£225.00	£300.00
£3,000,000	£325.00	£423.00

Residential Property (In Perpetuity)

Residential Successor < 5 acres	Residential Successor 5 – 10 acres
£90.00	£125.00
£140.00	£165.00
£165.00	£180.00
£180.00	£215.00
£215.00	£240.00
£240.00	£300.00
£265.00	£350.00
£363.00	£472.00

Bespoke Policies

Bespoke policies may be available for larger residential properties, higher limits of indemnity, when there is prior knowledge of a risk, a Unilateral Notice registered or a caution lodged against the title.

Indicative Insurance Policy Premiums

Commercial Property (25 Years)

Limit of Indemnity	Commercial Non Successor < 3 acres	Commercial Non Successor 3 – 5 acres	Commercial Non Successor 5 – 10 acres
£250,000	£130.00	£200.00	£250.00
£500,000	£220.00	£400.00	£550.00
£750,000	£450.00	£600.00	£750.00
£1,000,000	£500.00	£800.00	£900.00
£1,500,000	£700.00	£1,000.00	£1,300.00
£2,000,000	£1,250.00	£1,350.00	£1,500.00
£2,500,000	£1,400.00	£1,550.00	£1,700.00
£3,000,000	£1,600.00	£1,750.00	£1,900.00

Commercial Property (25 Years)

Limit of Indemnity	Commercial Successor < 3 acres	Commercial Successor 3 – 5 acres	Commercial Successor 5 – 10 acres
£250,000	£200.00	£300.00	£375.00
£500,000	£320.00	£600.00	£700.00
£750,000	£625.00	£850.00	£950.00
£1,000,000	£680.00	£1,100.00	£1,150.00
£1,500,000	£950.00	£1,250.00	£1,500.00
£2,000,000	£1,500.00	£1,750.00	£2,000.00
£2,500,000	£1,750.00	£2,000.00	£2,200.00
£3,000,000	£1,900.00	£2,150.00	£2,350.00

Bespoke Policies

Bespoke policies may be available for larger commercial properties, higher limits of indemnity, when there is prior knowledge of a risk, a Unilateral Notice registered or a caution lodged against the title.

Search Code – Consumer Information

IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by Dye & Durham (UK) Limited (formerly Future Climate Info Limited), Imperium, Imperial Way, Reading, Berkshire, RG2 0TD (Call: 01732 755 180, Email: FCI-Admin@dyledurham.com).

Dye & Durham (UK) Limited (formerly Future Climate Info Limited) is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code.

The Search Code

- provides protection for homebuyers, sellers, estate agents, conveyancers, and mortgage lenders, who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom.
- sets out minimum standards which firms compiling and selling search reports have to meet.
- promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals.
- enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services.

By giving you this information, the search firm is confirming that they keep to the principles of the Code. This provides important protection for you.

Core Principles

Search providers which subscribe to the Code will:

- display the Code logo prominently on their search reports
- act with integrity and carry out work with due skill, care and diligence
- at all times maintain adequate and appropriate insurance to protect consumers
- conduct business in an honest, fair and professional manner
- handle complaints speedily and fairly
- ensure that products and services comply with industry registration rules and standards and relevant laws
- monitor their compliance with the Code

Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code.

Please note that all queries or complaints regarding your search should be directed to your search provider in the first instance, not to TPOs or to the PCCB.

TPO's Contact Details:

The Property Ombudsman scheme; Milford House, 43-55 Milford Street Salisbury, Wiltshire, SP1 2BP. (Call: 01722 333 306, Fax: 01722 332 296, Email: admin@tpos.co.uk, Website: www.tpos.co.uk).

You can also get more information about the PCCB from www.propertycodes.org.uk

PLEASE ASK YOUR SEARCH PROVIDER IF YOU WOULD LIKE A COPY OF THE FULL SEARCH CODE

Complaint Resolution Procedure

If you have a complaint regarding our services or products, please send the details to:

Dye & Durham (UK) Limited (formerly Future Climate Info Limited), Imperium, Imperial Way, Reading, Berkshire, RG2 0TD (Call: 01732 755 180 Email: FCI-Admin@dyledurham.com).

Our formal complaints procedure can be found at <http://www.futureclimateinfo.com/complaints>.



Sitecheck Assess



Contaminated Land

PASSED

No significant contaminant linkage has been identified and any liabilities from contaminated land are unlikely. No further action is required.



Flood Risk Screen

NONE IDENTIFIED

We have not identified an elevated flood risk at your property. A full flood risk report is not considered necessary.



Energy & Infrastructure Screen

NONE IDENTIFIED

We have not identified any Energy & Infrastructure projects at or near to the property. No further action is considered necessary.



Radon

IDENTIFIED

We have identified that the property is in an area with an elevated probability of radon. Please refer to the next section for further information.



Environmental Constraints

IDENTIFIED

One or more environmental constraints have been identified within 250m of the property. Please refer to the next section for further information.

This report is issued for the property described as:
Mount Pleasant Farm , Kingswood, Kingston, Herefordshire, HR5 3HF

Report Reference:
329069076

National Grid Reference:
329130 255020

Customer Reference:
25364407_SAS

Report Date:
19 December 2023

CONTACT DETAILS

If you require any assistance please contact our customer support team on:

0844 844 9966

or by email at:
helpdesk@landmark.co.uk

Professional Opinion and Recommendations

Please see below our recommendations and next steps. These may be copied into your Report on Title if you wish. No physical site inspection has been carried out or is proposed.



Section 1: Contaminated Land

PASSED

Professional Opinion

In the professional opinion of Landmark Information Group, the level of risk associated with the information assessed in this report:

- 1) is unlikely to have an adverse effect on the value of the property, and
- 2) is not such that the property would be designated "contaminated land" within the meaning of Part 2A of the Environmental Protection Act 1990.

You should be aware of the following:

As part of this assessment, we have considered sensitive receptors and human health, as this information is considered as part of the Local Authorities Part 2A inspection strategy.

Please see section 1 for further information. Alternatively, please contact your professional advisor or Landmark Customer Services on 0844 8449966.



Section 2: Flood Risk Screen

NONE IDENTIFIED

Landmark Information have not identified an elevated flood risk at your property. A full flood risk report is not considered necessary.



Section 3: Energy & Infrastructure Screen

NONE IDENTIFIED

Landmark Information have not identified any Energy & Infrastructure projects at or near to the property. No further action is required.

Professional Opinion and Recommendations



Section 4: Radon

IDENTIFIED

Landmark Information have identified that the property is in an intermediate probability radon area as between 3 to 5% of homes are estimated to be at or above the action level. This does not necessarily mean that the property has high radon or that there is cause for concern. Public Health England advises that homes in affected areas should be tested. For further information please contact Public Health England (see Contacts section) or go to www.ukradon.org

Radon Protection Measures: Basic radon protective measures are necessary in the construction of new dwellings or extensions to existing buildings. If you would like more information, please contact your professional advisor or Landmark Customer Services on 0844 8449966.



Section 5: Environmental Constraints

IDENTIFIED

Landmark Information have identified the following environmental constraints at or close to the property: Ancient Woodland.

Please refer to section 5 of this report for more details. If you would like more information, please contact your professional advisor or Landmark Customer Services on 0844 8449966.

Next Steps

If you require any assistance, please contact our Customer Services Team on:
0844 844 9966 or helpdesk@landmark.co.uk

Property Location



Location Plan

The map below shows the location of the property.



Contains Ordnance Survey data © Crown copyright and database right 2023.

-  Site
-  Search Radii

Property Purchaser Guide



Understanding this report

The purpose of this report is to highlight any potential risk of contaminated land, as defined under Part 2A of the Environment Protection Act 1990. The report also examines whether the property is at risk from other specified environmental factors that may impact the future intended use and saleability of the property.

For contaminated land, we will state 'Passed' on the front page if our environmental consultants consider there to be no risk to the property. If a potential risk of contaminated land is found, the report front page will state 'Further Action'. In this case, we will include our recommendations and next steps.

For all other environmental factors, we will state 'None Identified' if no potential risk is found and 'Identified' if a potential risk is found. In this case, we will provide recommendations or details of further information required to explore this potential risk.

Section 1: Contaminated Land

In this section, we highlight on a map, and within our findings pages, if there are any potential contaminated land risks at or around the property. Contaminated land contains substances that are actually or potentially hazardous to health or the environment.

Section 2: Flood Risk Screen

This section is a flood screen. This means that if we highlight a flood risk at the property, a further report will be required in order to understand the full details and possible impact on the property. Within the section, we consider River, Coastal, Surface water, Groundwater and other flood risks.

Section 3: Energy & Infrastructure Screen

This section is an Energy and Infrastructure projects screen. This means that if we identify any projects at or

close to the property, a further report will be required in order to understand the full details and possible impact on the property. Within the section, we consider projects such as High Speed Rail (HS2), Crossrail 1 & 2, Railways, Southampton to London pipeline, Oil and Gas Exploration (Fracking), & Solar and Wind farms. (only wind and solar farms with a capacity to produce over 1MW of power are considered).

Section 4: Radon

In this section, we identify if the property is located in a radon affected area. Radon is a radioactive gas, which occurs naturally in rocks and soils and may be harmful to health. Employers have duty of care to mitigate the build up of radon gas in higher risk areas.

Section 5: Environmental Constraints

In this section, we identify factors that may have an influence on the property or surrounding area, such as national parks or conservation areas.

Next Steps

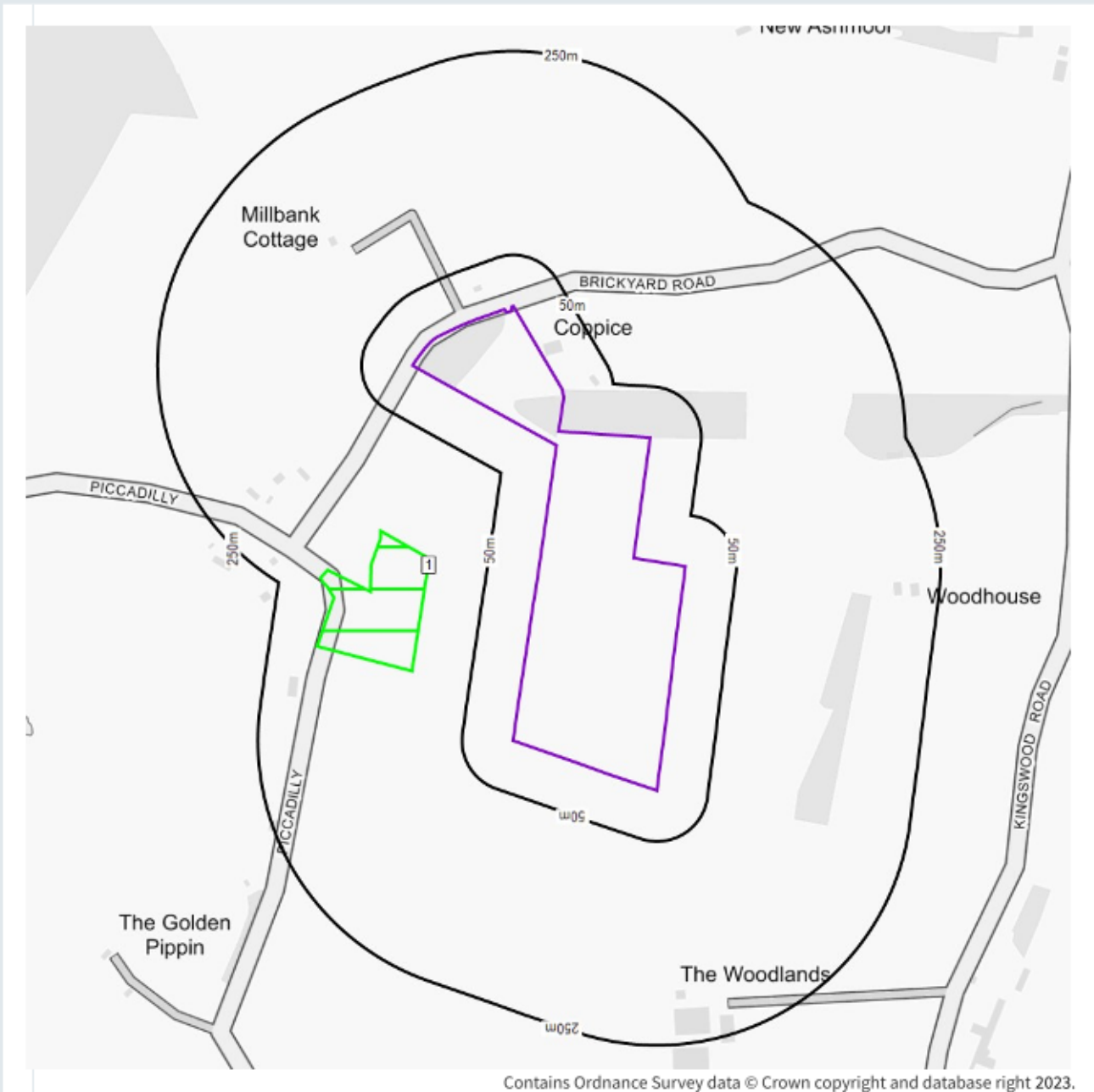
If you require any assistance, please contact our customer service team on: **0844 844 9966** or helpdesk@landmark.co.uk

Contaminated Land



Section 1a: Historical Land Uses

The map below shows the location of potentially contaminative historical land uses that have been identified from historical maps and other sources. Further details are shown on the following pages.



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Contaminated Land



Section 1a: Historical Land Uses

This section describes historical activity at and around the property, which could be considered to be contaminative. The information is taken from a variety of sources including Landmark's extensive historical map collection and analysis of historic activity. Records are highlighted due to the potential for contamination to exist.

Question	Response
Have any historical potentially contaminative land uses been identified within 250m of the property?	Yes

Map ID	Details	Distance	Contact
Potentially Contaminative Industrial Uses (Past Land Use) No features identified for this property.			
Historical Tanks And Energy Facilities No features identified for this property.			
Potentially Infilled Land (Non-Water)			
1	Details: Unknown Filled Ground (Pit, quarry etc) Map Published Date: 1980	108m	1
Potentially Infilled Land (Water) No features identified for this property.			

Contaminated Land



Section 1b: Incidents and Enforcements

The data within this section tells you whether your property or surrounding area has been identified by the Local Authority as "Contaminated Land" under Part 2A of the Environmental Protection Act 1990 or if there have been any other pollution incidents, prosecutions or enforcements. Should there be an indication of contamination, it is not necessarily a cause for concern. Your report will be assessed by our professional environmental consultants who will advise you what, if any, considerations need to be made should you proceed with the property purchase.

Question	Response
Have any incidents or enforcements been identified within 250m of the property?	No

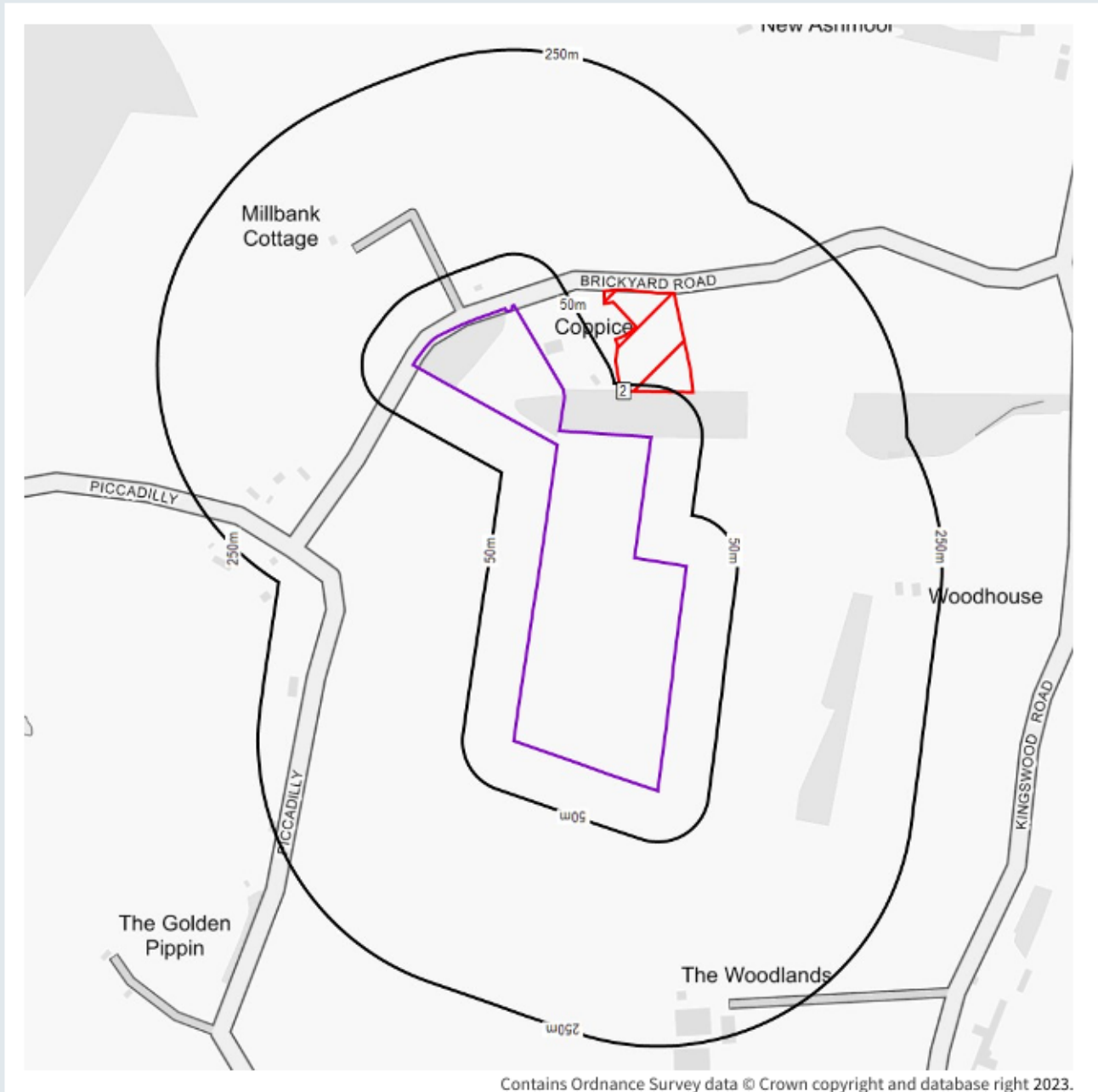
Map ID	Details	Distance	Contact
Contaminated Land Register Entries and Notices No features identified for this property.			
Environmental Pollution Incidents No features identified for this property.			
Prosecutions Relating to Controlled Waters No features identified for this property.			
Prosecutions Relating to Authorised Processes No features identified for this property.			
Enforcement and Prohibition Notices No features identified for this property.			
Planning Hazardous Substance Enforcements No features identified for this property.			
Local Authority Pollution Prevention and Control Enforcements No features identified for this property.			

Contaminated Land



Section 1c: Landfill and Waste Sites

The map below shows the location of landfill sites and other waste facilities that have been identified from various sources. Further details are shown on the following pages.



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4 Map ID	Historic Landfill	Integrated Pollution Control Registered Waste Sites
Multiple Features Present	Registered Landfill Sites	Registered Waste Treatment or Disposal Sites
Registered Waste Transfer Sites	Local Authority Recorded Landfill Sites	Environmental Permitting Regulations - Waste Sites
	BGS Recorded Landfill Sites	Permitted Waste Sites - Authorised Landfill Site Boundaries

Contaminated Land



Section 1c: Landfill and Waste Sites

The information in this section identifies active and historical landfill and waste sites within 250 metres of the property. Having a landfill or waste site near your property does not necessarily mean that you or the property will be affected. However, it is something you need to be aware of, because landfill and waste can have a detrimental effect on the surrounding environment, property value and health. A closed landfill/waste site should be given equal consideration to an active site, because of landfill by-products. For instance, landfill with lots of organic material can continue to produce odours and gas for many years.

Question	Response
Have any landfill and waste sites been identified within 250m of the property?	Yes

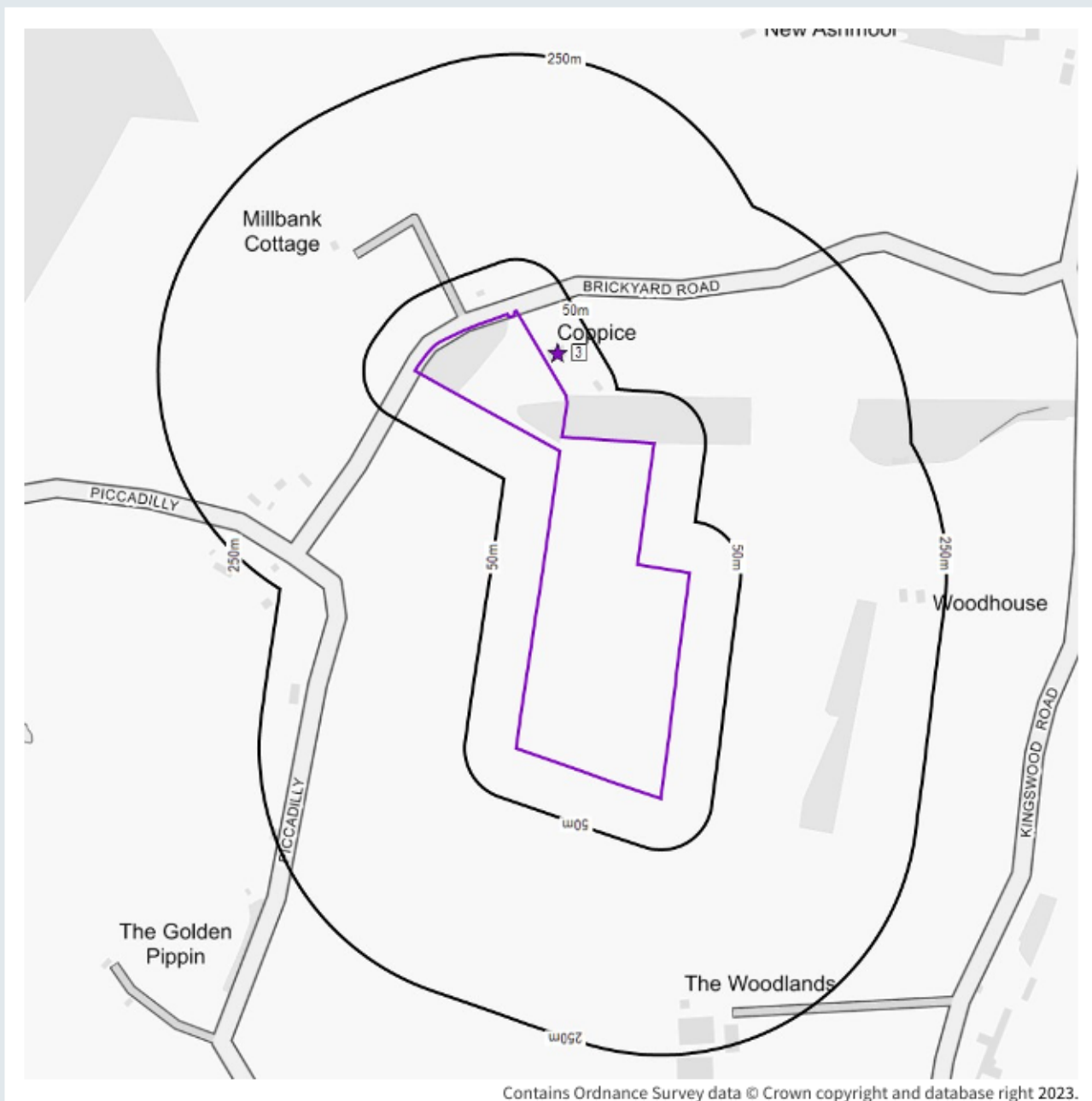
Map ID	Details	Distance	Contact
Historic Landfill			
2	Date of Issue: Last Input Date: 31st December 1982 Name: Kingswood Coppice Reference: EAHLD35340 Location: Kingswood, Kington, Herefordshire Specified Waste Type: Deposited Waste included Inert, Industrial, Commercial and Household Waste First Input Date: 31st December 1970	43m	2
Registered Landfill Sites No features identified for this property.			
Local Authority Recorded Landfill Sites No features identified for this property.			
BGS Recorded Landfill Sites No features identified for this property.			
Permitted Waste Sites - Authorised Landfill Site Boundaries No features identified for this property.			
Integrated Pollution Control Registered Waste Sites No features identified for this property.			
Registered Waste Treatment or Disposal Sites No features identified for this property.			
Environmental Permitting Regulations - Waste Sites No features identified for this property.			
Registered Waste Transfer Sites No features identified for this property.			

Contaminated Land



Section 1d: Authorised Industrial Processes

The map below shows the location of any current or recent land uses that could have the potential to cause contamination. Further details are shown on the following pages.



Map ID	Fuel Station Entries	Contemporary Trade Directory Entries
Multiple Features Present	Local Authority Pollution Prevention and Controls	Explosive Sites
Planning Hazardous Substance Consents	Control of Major Accident Hazards Sites (COMAH)	Notification of Installations Handling Hazardous Substances (NIHHS)

Contaminated Land



Section 1d: Authorised Industrial Processes

This section describes current and licensed activities within 250 metres of the property, which have the potential to cause contamination or have an impact on the environment. The licensed activities could range from pollution to air, land or water; or storage of hazardous or explosive materials. Licences may no longer be active, but the nature of the past activity means it could still have an impact.

Question	Response
Have any current or recent authorised industrial processes been identified within 250m of the property?	Yes

Map ID	Details	Distance	Contact
Fuel Station Entries No features identified for this property.			
Local Authority Pollution Prevention and Controls No features identified for this property.			
Control of Major Accident Hazards Sites (COMAH) No features identified for this property.			
Planning Hazardous Substance Consents No features identified for this property.			
Notification of Installations Handling Hazardous Substances (NIHHS) No features identified for this property.			
Explosive Sites No features identified for this property.			
Contemporary Trade Directory Entries			
3	Name: Kenton Hughes Ltd Classification: Generators - Sales & Service Location: Coppice, Kingswood, Kington, Herefordshire, HR5 3HL Status: Active	15m	3

Next Steps

If you would like any further information in respect of the above findings, we recommend that you contact our Customer Services Team on **0844 844 9966** or helpdesk@landmark.co.uk. Further Information is also available in the 'Useful Information' section.

Flood Risk Screen



Section 2a: River and Coastal Flooding

River flooding occurs when rivers and streams are unable to carry away floodwaters within their usual drainage channels. River flooding can cause widespread and extensive damage because of the sheer volume of water.

Coastal flooding results from a combination of high tides, low lying land and sometimes stormy conditions. Coastal flooding can cause widespread and extensive damage because of the sheer volume of water.

Question	Response
Is there a potential risk of river or coastal flooding at the property?	No



Section 2b: Surface Water Flooding

Surface water flooding is common during prolonged or exceptionally heavy downpours, when rainwater does not drain away into the normal drainage systems or soak away into the ground.

Question	Response
Is there a potential risk of surface water flooding at the property?	No



Section 2c: Groundwater Flooding

Groundwater flooding generally occurs during long and intense rainfall when underground water levels rise above surface level. Groundwater flooding may last for weeks or several months.

Question	Response
Is there a risk of groundwater flooding at the property?	No



Section 2d: Other Flood Risks

We analyse any historic flood events records, the proximity of the property to surface water features and the elevation of the property above sea level to enhance our overall analysis of the property.

Question	Response
Are there other flood risks identified that could impact the property?	No

Next Steps

If you would like any further information in respect of the above findings, we recommend that you contact our Customer Services Team on **0844 844 9966** or helpdesk@landmark.co.uk.

Energy and Infrastructure Screen



Section 3a: Oil and Gas Exploration and Production

Any areas to be explored for their energy potential by the oil & gas industry must be licensed by the Oil and Gas Authority. Such exploration includes areas subject to hydraulic fracturing ("fracking") investigation.

Question	Response
Is the property within 4km of any licences or drilling wells that could indicate that onshore oil and gas exploration and production operations are or could happen in the area?	No



Section 3b: Existing or Proposed Wind Farms and Wind Turbines

Wind energy is one of several alternative energy sources; however, the location of wind farms or turbines can be contentious due to visual and auditory impact on the surrounding area. The information in this section gives insight into whether there are wind farms or turbines (planned or existing) in the vicinity of the report location. We only search those wind power developments which generate between 1MW and 50MW of power.

Question	Response
Is the property within 4km of existing or proposed wind farms or wind turbines?	No



Section 3c: Existing or Proposed Solar Farms

Solar energy is one of several alternative energy sources; however, the location of a solar farm can be contentious due to its visual impact on the surrounding area. The information in this section gives insight into whether there are solar farms (planned or existing) in the vicinity of the report location. We only search those solar developments which generate between 1MW and 50MW of power.

Question	Response
Is the property within 2km of existing or proposed solar farms?	No



Section 3d: Other Renewable Power Plants

As well as wind and solar power there are a variety of other renewable power sources in the UK. This section identifies planning applications associated with these other types of renewable energy (BEIS only provides data relating to developments which have a capacity to generate over 1MW of power).

Question	Response
Is the property within 2km of any other existing or proposed renewable power plant?	No

Energy and Infrastructure Screen



Section 3e: Infrastructure

This section identifies if there are any Infrastructure projects, such as the High Speed 2 Rail Link (HS2), Crossrail, railways or the Southampton to London pipeline at or close to the property. HS2 is a proposed railway line between London and the North of England. Trains along this route will operate at speeds of up to 250mph. Proximity to the route is likely to have an impact on the surrounding areas. The Crossrail 1 project is a rail project stretching from Reading and Heathrow in the west to Shenfield and Abbeywood in the east. It will improve journey times across London, ease congestion and improve connections. Crossrail 2 is a new (proposed) railway, linking the national rail networks in and around Surrey and Hertfordshire via an underground tunnel through London.

Question	Response
Is the property located in an area that could be impacted by the development of either HS2, Crossrail 1 or Crossrail 2?	No
Is the property located in proximity to railway tracks?	No
Is the property located in proximity to railway stations?	No
Is the property located in proximity to the Southampton to London pipeline route?	No

Next Steps

If you would like any further information in respect of the above findings, we recommend that you contact our Customer Services Team on **0844 844 9966** or helpdesk@landmark.co.uk.



Section 4: Radon Findings

The information within this section tells you whether the property is located in a radon affected area. Radon is a radioactive gas which occurs naturally in rocks and soils. You cannot see, hear, feel or taste it. Exposure to particularly high levels of radon may increase the risk of developing lung cancer, and is therefore something you need to be aware of.

Question	Response
Is the property in a radon affected area?	The property is an Intermediate probability radon area (3 to 5% of homes are estimated to be at or above the Action Level).
What level of radon protection measures for new dwellings or extensions to existing ones is required for the property?	Basic radon protective measures are necessary in the construction of new dwellings or extensions to existing buildings.

Next Steps

The Ionising Radiation Regulations, 1999, require employers to take action when radon is present above a defined level in the workplace. Advice may be obtained from your local Health and Safety Executive Area Office or the Environmental Health Department of your local authority. The Building Research Establishment (BRE) publishes a guide (BR293): Radon in the workplace. Advice on radon in the workplace can be obtained from the Public Health England.

For further information, please contact Public Health England (see Contacts section) or go to www.ukradon.org.

Environmental Constraints



Section 5: Environmental Constraints

This section provides information on areas which have been designated as having environmental or historical importance; as such there may be constraints on property or land developments or alterations.

Question	Response
Is the property within 250m of an area likely to be impacted by Environmental Constraints?	Yes

Details	Distance	Contact
National Nature Reserves No features identified for this property.		
Local Nature Reserves No features identified for this property.		
Marine Conservation Zones No features identified for this property.		
Sites of Special Scientific Interest No features identified for this property.		
Ramsar Sites No features identified for this property.		
Special Areas of Conservation No features identified for this property.		
Special Protection Areas No features identified for this property.		
Nature Improvement Areas No features identified for this property.		
Environmentally Sensitive Areas No features identified for this property.		
World Heritage Sites No features identified for this property.		
Ancient Woodland		
Name: Kingswood Reference: 1503814 Ancient Woodland Type: Map Source: Source Map Scale: Total Area: 3461.88m ²	On Site	4
Name: Kingswood Reference: 1503815 Ancient Woodland Type: Map Source: Source Map Scale: Total Area: 12052.92m ²	On Site	4

Environmental Constraints

Details	Distance	Contact
Name: Kingswood Reference: 1503816 Ancient Woodland Type: Map Source: Source Map Scale: Total Area: 3101.48m ²	138m	4
Name: Kingswood Reference: 1503817 Ancient Woodland Type: Map Source: Source Map Scale: Total Area: 9301.86m ²	191m	4
Country Parks No features identified for this property.		
Areas of Outstanding Natural Beauty No features identified for this property.		
Forest Parks No features identified for this property.		
National Parks No features identified for this property.		

Next Steps

If you would like any further information in respect of the above findings we recommend that you contact our Customer Services Team on **0844 844 9966** or helpdesk@landmark.co.uk.

Useful Information

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Useful Contacts

Please see below the contact details of the suppliers referred to within this report. For all queries please contact:

Landmark Information Group
Imperium
Imperial Way
Reading
RG2 0TD

If you require assistance please contact our customer services team on:

0844 844 9966

Or by email at:

helpdesk@landmark.co.uk

Contact	Name	Address	Contact Details
	Public Health England	Centre for Radiation Chemical and Environmental Hazards Chilton Didcot Oxon OX11 0RQ	T: 01235 822622 F: 01235 833891 E: radon@phe.gov.uk W: www.ukradon.org
1	Landmark Information Group Limited	Imperium Imperial Way Reading Berkshire RG2 0TD	T: 0844 844 9966 E: helpdesk@landmark.co.uk W: www.landmark.co.uk
2	Environment Agency, National Customer Contact Centre (NCCC)	PO Box 544 Templeborough Rotherham S60 1BY	T: 03708 506 506 E: enquiries@environment-agency.gov.uk
3	Thomson Directories	Thomson House 296 Farnborough Road Farnborough Hampshire GU14 7NU	T: 01252 390025 W: www.thomsonlocal.com
4	Natural England	County Hall Spetchley Road Worcester WR5 2NP	T: 0300 060 3900 E: enquiries@naturalengland.org.uk W: www.naturalengland.org.uk

Useful Contacts

Contact	Name	Address	Contact Details
5	British Geological Survey, Enquiry Service	British Geological Survey Environmental Science Centre Keyworth Nottingham Nottinghamshire NG12 5GG	T: 0115 936 3143 E: enquiries@bgs.ac.uk W: www.bgs.ac.uk

Please note that if you choose to contact any of the above organisations, they may have a charging policy in place for enquiries.

Useful Information

Information for Professional Advisers

This report is designed to satisfy the concerns raised by the Law Society Practice Note and has been prepared to assist conveyancing professionals who may be advising clients when they sell or buy a property. It is designed to bring information to their attention and help them decide whether they need to seek any further specialist advice. The report gives details of any issues that we have identified as affecting the property or located nearby, and our recommendations on what to do in relation to these issues. You are authorised to copy the recommendations on the Professional Opinion and Recommendations page into any report on title that you provide to your client.

Other Information

Positional Accuracy

We locate data in a variety of ways according to information provided to us and subsequent in-house research. If data is provided as a point on the ground, we provide a "positional accuracy" which tells you how confident we are of the actual location.

Landfill and Waste

At present no complete national data set exists for landfill site boundaries, therefore, a point grid reference, provided by the data supplier, is used for some landfill sites. In certain cases the point grid references supplied provide only an approximate position, and can vary from the site entrance to the centre of the site. Where the exact position of the site is unclear for Registered Landfill data, Landmark construct either a 100 metre or 250 metre buffer around the point to warn of the possible presence of landfill. The size of this 'buffer' relates to the positional accuracy that can be attributed to the site. For further information regarding landfill sites identified in the report, please contact the relevant agency or authority referenced in the Useful Contacts section.

The BGS holds records of over 3,000 landfill sites that accepted waste prior to the Control of Pollution Act (COPA) 1974. These were not subject to any strict regulation or monitoring.

Permitted Waste Sites and Environmental Permitting Regulations - Waste cover current or recently current consents issued for landfill sites, waste transfer, treatment or disposal sites by the relevant agency, under Section 64 of the Environmental Protection Act 1990 (Part 2) and prescribed by regulation 10 of SI No. 1056 of the Waste Management Licensing Regulations 1994.

Authorised Industrial Processes

Data supplied for Explosive Sites, Control of Major Accident Hazards Sites (COMAH) and Notification of Installations Handling Hazardous Substances (NIHHS) contains public sector information published by the Health and Safety Executive and licensed under the Open Government Licence.

Historical Land Uses

This section relates to categories of potentially contaminative land uses that have been identified by the analysis of selected Ordnance Survey historical mapping. The published date (range of dates) of the map(s) and the distance from the centre of search to the nearest point of the feature is given. Further details of the extent of the site or its activities are not available. Should you wish to examine the Ordnance Survey maps these are normally available for public inspection at the local archive or local major library. Alternatively, extracts of editions of Ordnance Survey maps are available on www.old-maps.co.uk

Potentially infilled land has been identified when a 'cavity' (a hole made by an extractive industry or natural occurrence e.g. pond) was indicated on a historic map but there was no evidence of its existence in the last available map for the area. No details of what may have been used to fill the cavity or exactly when or if it was filled are available from the mapping.

The point locations of historical tanks and energy facilities are identified from the text on Ordnance Survey 1:1250 and 1:2500 scale mapping published between 1943 and 1996, based upon a predetermined list of abbreviations, e.g. El Sub (Electricity Sub-station) and F Stn (Filling Station). The position of the point has been located at the centre of the identified text so that it would be within approximately 30 meters of the feature it was describing. The features themselves are related to energy and petroleum storage and cover the following: tanks, petrol storage, potential tanks

Useful Information

(at depots etc.), electricity sub stations and related features, gas and gas monitoring related features, oil related features and miscellaneous power features. NB: It should be noted that the Ordnance Survey abbreviation for tank (tk) is the same as that for tracks. Therefore some of the captured text may relate to tracks and not tanks when the exact nature of the feature is not clear from the mapping.

Other Information

Radon

Radon is a natural radioactive gas, which enters buildings from the ground. It is the geological conditions in certain areas that can lead to higher than average volumes (some of the highest radon levels have been found in the southwest, but levels well above average have been found in some other parts of the UK).

Radon has no taste, smell or colour and special devices are needed to measure it. The gas is diluted to harmless levels out in the open but has the potential to build up to higher concentrations indoors. Exposure to high concentrations of Radon gas can pose a health risk and studies have shown that it increases the risk of lung cancer.

This report informs you whether the property is in a radon Affected Area and the percentage of homes that are estimated to be at or above the radon Action Level. This does not necessarily mean there is a radon problem in the property; the only way to find out whether it is above or below the Action Level is to carry out a radon measurement in an existing property. Due to the nature of the way the information is gathered, your property/site may have more than one probability of radon attributed to it. We report the worst case scenario on the property/site you have provided. This information is an estimate of the probability that a property/site in Great Britain is at or above the "Action Level" for radon (the level at which Public Health England recommends that radon levels should be reduced, those with an average of 200 Bq m⁻³ or more). This information satisfies CON29 Standard Enquiry of Local Authority; 3.13 Radon Gas: Location of the Property in a Radon Affected Area. Where the property/site is a new build, this information provides information on the level of protection required for new buildings under BR211 (Scivyer, 2007).

Disclaimer: "Some of the responses contained in this section are based on data and information provided by the Natural Environment Research Council (NERC) or its component bodies the British Geological Survey (BGS). Your use of any information contained in this report which is derived from or based upon such data and information is at your own risk. Neither NERC, BGS nor Public Health England where applicable, gives any warranty, condition or representation as to the quality, accuracy or completeness of such information and all liability (including liability for negligence) arising from its use is excluded to the fullest extent permitted by law.

Environmental Constraints

The Local Nature Reserves national dataset is "indicative" not "definitive". Definitive information can only be provided by individual local authorities and you should refer directly to their information for all purposes that require the most up to date and complete dataset.

Crossrail 2

Data sourced from consultation documents as published by the Department of Transport.

Important Consumer Protection Information

This search has been produced by Landmark Information Group Ltd, Imperium, Imperial Way, Reading, Berkshire, RG2 0TD.

Tel: 0844 844 9966

Fax: 0844 844 9980

Email: helpdesk@landmark.co.uk

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Please note that all queries or complaints regarding your search should be directed to your search provider in the first instance, not to TPOs.

TPOs Contact Details:

The Property Ombudsman scheme
Milford House
43-55 Milford Street
Salisbury
Wiltshire SP1 2BP

Tel: 01722 333306

Fax: 01722 332296

Website: www.tpos.co.uk

Email: admin@tpos.co.uk

Landmark Complaints Procedure

If you want to make a complaint to Landmark, we will:

- Acknowledge it within 5 working days of receipt
- Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt
- Keep you informed by letter, telephone or e-mail, as you prefer, if we need more time
- Provide a final response, in writing, at the latest within 40 working days of receipt
- Liaise, at your request, with anyone acting formally on your behalf

Complaints should be sent to:

Customer Relationships Manager
Landmark Information
Imperium
Imperial Way
Reading
RG2 0TD

Tel: 0844 844 9966

Email: helpdesk@landmark.co.uk

Fax: 0844 844 9980

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman Scheme (TPOs):

Tel: 01722 333306

Email: admin@tpos.co.uk

We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

FORM OF TENDER – LOT 1

(to be completed in capitals save for the signature(s))

This page is not to be detached from the Tender Pack all of which must be returned intact

1 To: **Bruton Knowles of** Olympus House, Olympus Park, Quedgeley, Gloucester, GL2 4NF

I/We.....

..... (*name(s) of tenderer(s)*)

[*of*.....

(*address(es)*) or being a company registered in (*country of incorporation*) whose registered number is -----(*number*) and whose registered office

is at.....(*address*) or being a

partnership or trust comprising (inter alia) (*insert a list of the names and addresses of the partners or trustees in whose names the assurance of the property will be taken*)] by

this tender offer to purchase from the Seller **LOT 1** SUBJECT TO the Overage Deed as described in the annexed Tender Pack at the price of

£

.....

(*insert the amount of the offer in figures and words in pounds sterling*) subject to the terms of the Contract contained within the Tender Pack and Bruton Knowles conditions of tender

Enclosed are:

2 a cheque or banker's draft for 10% of the price offered
(see clause 5 of the Contract within the Tender Pack)

3 authority to make an offer if appropriate

4 Dated: *(date)*

5 Signed: (signature(s) of or on behalf of the tenderer(s))

6 Full name(s) of signatory: *(specify)*

7 Capacity of signatory: *(specify)*

8 [on behalf of: (full name(s) of tenderer(s))]

Please note

**9 In case of this tender being successful my/our solicitors to whom
the [epitome (*or*) evidence] of title should be sent are:**

9.1 Name: (insert details)

9.2 Address: (insert details)

9.3 Reference: (insert details)

9.4 Telephone number: (insert details)

9.5 Document exchange number: *(insert details)*

10 **Any letter of acceptance should be sent to [me/us at:**

(or) [[my (or) our] agents who are:]

Name: (insert details)

Address: (insert details)

Reference: (insert details)

Telephone number: *(insert details)*

LETTER OF ACCEPTANCE – LOT 1

I/We *(name(s) of seller(s))* agree to sell to

-----*(name(s) of tenderer(s))* the property described in the Seller's Agent's particulars of sale and the terms of the Tender Pack for the price of

£

..... *(insert the amount of the offer in figures and words in pounds sterling)* subject to the Seller's Agent's particulars of sale and the terms of the Tender Pack

Signed: (signature(s) of or on behalf of the seller(s))

Full name of signatory: *(insert details)*

Capacity of signatory: *(insert details)*

[on behalf of: (full name(s) of seller(s))]

Dated: *(date)*

FORM OF TENDER – LOT 2

(to be completed in capitals save for the signature(s))

This page is not to be detached from the Tender Pack all of which must be returned intact

1 To: **Bruton Knowles of** Olympus House, Olympus Park, Quedgeley, Gloucester, GL2 4NF

I/We.....

..... (*name(s) of tenderer(s)*)

[*of*.....

(*address(es)*) or being a company registered in (*country of incorporation*) whose registered number is -----(*number*) and whose registered office

is at.....(*address*) or being a

partnership or trust comprising (inter alia) (*insert a list of the names and addresses of the partners or trustees in whose names the assurance of the property will be taken*)] by

this tender offer to purchase from the Seller **LOT 2** SUBJECT TO the Overage Deed as described in the annexed Tender Pack at the price of

£

.....

(*insert the amount of the offer in figures and words in pounds sterling*) subject to the terms of the Contract contained within the Tender Pack and Bruton Knowles conditions of tender

Enclosed are:

2 a cheque or banker's draft for 10% of the price offered
(see clause 5 of the Contract within the Tender Pack)

3 authority to make an offer if appropriate

4 Dated: *(date)*

5 Signed: (signature(s) of or on behalf of the tenderer(s))

6 Full name(s) of signatory: *(specify)*

7 Capacity of signatory: *(specify)*

8 [on behalf of: (full name(s) of tenderer(s))]

Please note

**9 In case of this tender being successful my/our solicitors to whom
the [epitome (*or*) evidence] of title should be sent are:**

9.1 Name: (insert details)

9.2 Address: (insert details)

9.3 Reference: (insert details)

9.4 Telephone number: (insert details)

9.5 Document exchange number: *(insert details)*

10 **Any letter of acceptance should be sent to [me/us at:**

(or) [[my (or) our] agents who are:]

Name: (insert details)

Address: (insert details)

Reference: (insert details)

Telephone number: *(insert details)*

LETTER OF ACCEPTANCE – LOT 2

I/We *(name(s) of seller(s))* agree to sell to

-----*(name(s) of tenderer(s))* the property described in the Seller's Agent's particulars of sale and the terms of the Tender Pack for the price of

£

..... *(insert the amount of the offer in figures and words in pounds sterling)* subject to the Seller's Agent's particulars of sale and the terms of the Tender Pack

Signed: (signature(s) of or on behalf of the seller(s))

Full name of signatory: *(insert details)*

Capacity of signatory: *(insert details)*

[on behalf of: (full name(s) of seller(s))]

Dated: *(date)*

FORM OF TENDER – WHOLE

(to be completed in capitals save for the signature(s))

This page is not to be detached from the Tender Pack all of which must be returned intact

1 To: **Bruton Knowles of** Olympus House, Olympus Park, Quedgeley,
Gloucester, GL2 4NF

I/We.....

..... (*name(s) of tenderer(s)*)

[*of.....*

(address(es)) or being a company registered in *(country of incorporation)* whose registered number is -----*(number)* and whose registered office

is at.....*(address)* or being a

partnership or trust comprising (inter alia) *(insert a list of the names and addresses of the partners or trustees in whose names the assurance of the property will be taken)*] by

this tender offer to purchase from the Seller **WHOLE (Lot 1 and Lot 2)** SUBJECT TO the Overage Deed as described in the annexed Tender Pack at the price of £

.....

(insert the amount of the offer in figures and words in pounds sterling) subject to the terms of the Contract contained within the Tender Pack and Bruton Knowles conditions of tender

Enclosed are:

2 a cheque or banker's draft for 10% of the price offered
(see clause 5 of the Contract within the Tender Pack)

3 authority to make an offer if appropriate

4 Dated: *(date)*

5 Signed: (signature(s) of or on behalf of the tenderer(s))

6 Full name(s) of signatory: *(specify)*

7 Capacity of signatory: *(specify)*

8 [on behalf of: (full name(s) of tenderer(s))]

Please note

**9 In case of this tender being successful my/our solicitors to whom
the [epitome (or) evidence] of title should be sent are:**

9.1 Name: (insert details)

9.2 Address: (insert details)

9.3 Reference: (insert details)

9.4 Telephone number: (insert details)

9.5 Document exchange number: *(insert details)*

10 **Any letter of acceptance should be sent to [me/us at:**

(or) [[my (or) our] agents who are:]

Name: (insert details)

Address: (insert details)

Reference: (insert details)

Telephone number: *(insert details)*

LETTER OF ACCEPTANCE – WHOLE

I/We *(name(s) of seller(s))* agree to sell to

-----*(name(s) of tenderer(s))* the property described in the Seller's Agent's particulars of sale and the terms of the Tender Pack for the price of

£

..... *(insert the amount of the offer in figures and words in pounds sterling)* subject to the Seller's Agent's particulars of sale and the terms of the Tender Pack

Signed: (signature(s) of or on behalf of the seller(s))

Full name of signatory: *(insert details)*

Capacity of signatory: *(insert details)*

[on behalf of: (full name(s) of seller(s))]

Dated: *(date)*