

PARTICULARS OF SALE

Lot 2, Land at Lyde, Hereford

The Property to be sold comprises 7.90 acres or thereabouts of land at Lyde ALL WHICH is for the purposes of identification only shown delineated and edged red on the plan annexed hereto and being part of the property registered at HM Land Registry with title absolute under title number HE62758.

SPECIAL CONDITIONS OF SALE

1 Definitions and Interpretation

1.1 In these Conditions:

Applicant: a person wishing to tender an offer for the Property and named in the Form of Tender and "Applicants" shall be construed accordingly;

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: the applicant whose offer is accepted by the Seller;

Buyer's Conveyancer: the solicitors instructed to act for the Buyer on the purchase of the Property;

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.

Charge: the charge appearing at entries 5 and 6 of the charges register of title number HE62758 as at 18 June 2019 TIMED AT 14:30:03 in so far as it affects the Property.

Completion Date: 15 August 2019

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

Cross Compliance Conditions: the statutory management requirements and the standards for good agricultural and environmental condition of land listed in Regulation (EU) 1306/2013 and all associated delegated and implementing acts and laws and all

subordinate legislation, guidance and codes of practice made from time to time under them and any similar replacement or similar additional conditions, requirements and standards that must be complied with for full payment under the Basic Payment Scheme.

Date of Contract: the date of contract in accordance with clause 4.2;

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

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.

Form of Tender: the Form of Tender annexed to these Conditions;

General Conditions: the Standard Commercial Property conditions (Third Edition);

Greening Payment: the direct payment established by Regulation (EU) No 1307/2013 for farmers observing greening agricultural practices beneficial for the climate and the environment and any similar replacement payment and any similar additional payment, whether resulting from CAP Reform or otherwise, and including any similar or analogous payment established under domestic legislation.

Holdover Period: the period of time defined in clause 15.

Particulars: the particulars of sale annexed to these Conditions.

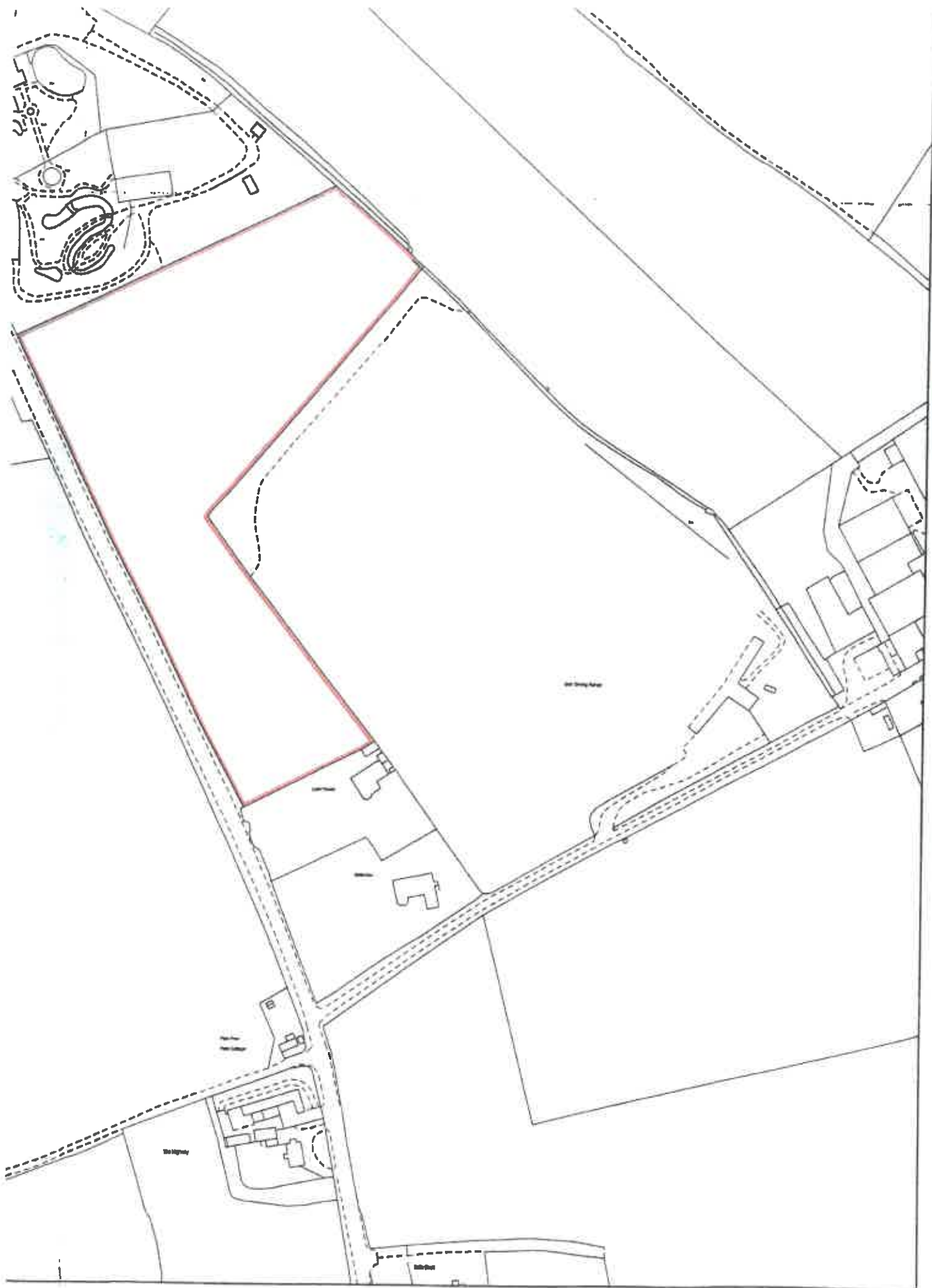
Plan: the plan attached to these Conditions.

Property: the freehold land at Lyde, Herefordshire and shown edged red on the Plan and being part of the property registered at HM Land Registry with title absolute under title number HE62758.

Purchase Price: the sum tendered by the Buyer for the Property;

RICS: Royal Institution of Chartered Surveyors.

RPA: the Rural Payments Agency responsible for the administration of the Basic Payment Scheme and the Greening Payment in England and any other body discharging similar functions from time to time.



Rural Payments Service: the online service for Basic Payment Scheme applications and for transferring entitlements for subsidy payment under the Basic Payment Scheme.

Seller: Colin Charles Andrews of Broadward Hall, Broadward, Leominster, Herefordshire HR6 8QG;

Seller's Agent: John Amos & Co, Lion Court, Broad Street, Leominster, Herefordshire HR6 8LE.

Seller's Conveyancer: T.A. Matthews Solicitors, Broadway House, 32-35 Broad Street, Hereford HR4 9AR (Ref: TN/4501.21).

Tender Date: 18 July 2019;

VAT: value added tax or any equivalent tax chargeable in the UK.

- 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 A reference to **writing** or **written** includes fax but not email.
- 1.6 Unless the context otherwise requires, references to clauses are to the clauses of these Conditions.
- 1.7 Clause headings shall not affect the interpretation of these Conditions.
- 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.

1.11 Where any party comprises more than one person the obligations and liabilities of that party under these Conditions shall be joint and several obligations and liabilities of those persons.

1.12 Where the context so admits, the expressions "the Seller" and "the Buyer" include the personal representatives of the Seller and the Buyer.

2. Offer of Tender

2.1 The Applicant shall complete the Form of Tender by filling in his name and address and shall sign the Form of Tender in the presence of a witness who shall also sign and add his or her address and occupation.

2.2 The Applicant shall send or deliver the Form of Tender still attached to these particulars and Conditions to John Amos & Co of Lion Court, Broad Street, Leominster HR6 8LE in a sealed envelope marked "Sale by Tender – Land at Lyde, Hereford" on the outside before 12 noon on the Tender Date.

2.3 If the Applicant is a Company the Form of Tender shall be accompanied by a certified copy of the resolution of the board authorising the signature of the Form of Tender.

2.4 The tender shall be for a sum of money certain in a whole number of pounds sterling.

3. Deposit

3.1 The Form of Tender shall be accompanied by a deposit equal to 10% of the amount of tender by way of a Banker's draft or cheque made payable to T A Matthews Solicitors Ltd.

3.2 The Applicant shall produce such evidence as the Seller's Conveyancer may reasonably require of his identity and credit worthiness and, if the deposit is paid otherwise than in cash, that his instrument of payment will be honoured.

3.3 If the instrument of payment of the deposit is not honoured on first presentation, the Seller shall have the option:

(a) of disregarding the tender; or

(b) accepting the tender and if the Seller accepts the tender, the Seller may either:

(i) determine the contract and forfeit the deposit, which shall remain due to the Seller and in addition the Buyer will remain liable on his instrument of payment; or

(ii) seek specific performance of the sale.

3.4 The deposit shall be held by the Seller's Conveyancer as stakeholder.

4. Notification of acceptance or non-acceptance

- 4.1 The Buyer will be notified that his tender has been accepted by letter sent by recorded delivery post addressed to the address given in the Form of Tender.
- 4.2 The letter of acceptance shall enclose a certified copy of the Form of Tender to evidence the contract and the Date of Contract shall be the date of dispatch of the letter of acceptance and the signature on the Form of Tender of the Seller or the Seller's Conveyancer or the Seller's Agent on his behalf shall constitute his signature to the whole of the contract and the signature on the Form of Tender of the Buyer or his authorised signatory or agent on his behalf shall constitute his, her or their signature to the whole of the contract.
- 4.3 The Seller intends to notify applicants whose tenders are not accepted by letter sent by ordinary post and posted on the Date of Contract and any deposit paid will be returned at the risk of the unsuccessful Applicant but the Seller will not be liable for any omission to do so save that if a deposit has been paid into an account of the Seller or the Seller's Agent or Conveyancer the Seller shall be liable to repay it without interest.

5. Seller's Consideration of Tenders

- 5.1 While the Seller intends to accept the highest tender properly completed and submitted the Seller shall not be obliged to accept the highest or any tender.
- 5.2 The Seller reserves the right to withdraw the Property at any time or to sell on different conditions or to a person who has not tendered.
- 5.3 The Applicant shall not withdraw his tender before the Date of Contract.
- 5.4 The Seller will not consider any tender submitted subject to conditions proposed by the Applicant.
- 5.5 The Applicant may add comments or additional information concerning his tender in the annex hereto which he would like the Seller to take into account when considering which tender to accept.

6. Completion

- 6.1 Completion of the sale and purchase and payment of the balance of the Purchase Price shall take place on the Completion Date at the offices of the Seller's Conveyancer or where they may reasonably direct.
- 6.2 The Buyer shall within 10 working days of receiving from HM Land Registry the completed registration of the transfer provide to the Seller up to date official copies of the register of title and title plan.

6.3 In addition to the Purchase Price, the Buyer will on the Completion Date pay the sum of £273.60 by way of reimbursement of the search fees paid by the Seller.

7. Title Guarantee

7.1 Subject to the other provisions of this clause, the Seller will transfer the Property with full title guarantee.

7.2 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; and
- (b) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 will extend only to charges or incumbrances created by the Seller.

8. Vacant Possession

The Property will be sold with vacant possession on completion.

9. Title

The land of which the Property forms part is registered at HM Land Registry and the evidence of title referred to in General Condition 7.1 having been available for inspection during the normal office hours of the offices of the Seller's Agent and the Seller's Conveyancer prior to the Tender Date, the Buyer (whether or not he has inspected it) shall be deemed to purchase with full knowledge of the title in all respects and shall not raise any requisition or make any objection in relation to the title.

10. Matters affecting the Property

10.1 The Seller will sell the Property free from incumbrances other than:

- (a) any matters, other than the Charge, contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 18 June 2019 timed at 14:30:03 under title number HE62758;
- (b) any matters discoverable by inspection of the Property before or after the Date of Contract;
- (c) any matters which the Seller does not and could not reasonably know about;
- (d) any matters, other than the Charge, disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into these Conditions;

- (e) public requirements;
 - (f) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002;
 - (g) any matters referred to in the transfer in the form annexed to these Conditions;
 - (h) all local land charges, whether or not registered before the Date of Contract and all matters capable of registration as local land charges, whether or not actually so registered;
 - (i) all notices served and orders, demands, proposals or requirements made by any local, public or other competent authority, whether before or after the Date of Contract;
 - (j) all actual or proposed charges, notices, orders, restrictions, agreements, conditions, contraventions or other matters arising under any statute; and
 - (k) all easements, quasi easements, rights, exceptions or other similar matters whether or not apparent on inspection or disclosed in any documents referred to in these Conditions.
- 10.2** The Buyer is deemed to have full knowledge of the matters referred to in clause 10.1 and will not raise any enquiry, objection, requisition or claim in respect of any of them.
- 11. Transfer**
- 11.1** The transfer to the Buyer will be in the agreed form annexed to these Conditions.
- 11.2** The Buyer and the Seller will execute the transfer in original and counterpart.
- 11.3** A copy of such transfer having been available for inspection during normal office hours of the Seller's Agent and the Seller's Conveyancer prior to the Transfer Date the Buyer (whether or not he has inspected them) shall be deemed to purchase with full notice and knowledge of their contents and shall not raise any requisition or make any objection in relation to them, and such notice shall not be affected by any partial, incomplete or inaccurate statement as to the contents of them in the Particulars or these Conditions.
- 12. VAT**
- 12.1** Each amount stated to be payable by the Buyer to the Seller under or pursuant to this contract is exclusive of VAT (if any).
- 12.2** 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.

13. Management

From the Date of Contract until completion, the Seller will manage the Property in accordance with the Seller's normal management practice, including carrying out normal acts of cultivation and husbandry where necessary.

14. Disclaimer

The Buyer admits that:

- 14.1 he has inspected the Property and purchases it with full knowledge of its current state and condition and shall take the Property as it stands;
- 14.2 he has submitted his tender for the Property solely as a result of his own inspection and on the basis of the terms of these Conditions and not in reliance upon any representation or warranty written or oral or implied made by or on behalf of the Seller (save for any representation or warranty contained in any written reply given by the Seller's Conveyancer to any written preliminary enquiries raised by the Buyer's Conveyancer);
- 14.3 the Particulars, these Conditions, the transfer and the Form of Tender together comprise the entire agreement between the parties.

15. Holdover

- 15.1 The **Holdover Period** means the period from and including the date of completion to and including 16 October 2019 or, in respect of each item listed in clause 15.3, the earlier date that the Seller removes the item from the Property.
- 15.2 The **Growing Crops** means the crops growing on the Property at the time of completion. The Growing Crops are reserved to the Seller and are excluded from the sale.
- 15.3 The Seller, and all persons authorised by the Seller and reasonably required by the Seller to exercise the rights in this clause, shall have the following rights during the Holdover Period:
 - (a) the right to retain and harvest the Growing Crops; and
 - (b) the right to enter onto the Property with or without vehicles, plant and machinery for the purposes referred to in this clause.
- 15.4 The exercise of the rights listed in clause 15.3 are subject to the Seller causing as little damage as practicable to the Property and if any damage is caused by the Seller or any person authorised by the Seller, the Seller shall as soon as possible and at the Seller's own expense make good that damage.

16. Basic Payment Scheme

- 16.1 None of the Entitlements are included in the sale of the Property.
- 16.2 The Seller and the Buyer agree to act in fairness and co-operate in good faith with each other and to take all (if any) reasonable steps to ensure the Entitlements remain registered in the name of the Seller.
- 16.3 Without prejudice to the generality of the foregoing the Buyer covenants that he will comply with all the requirements of the Cross Compliance Conditions and the Basic Payment Scheme and will do all such acts and things and enter into such documents (if any) as shall be necessary to ensure the Entitlements remain registered in the name of the Seller.
- 16.4 In the event that any of the Entitlements ceases to be registered in the name of the Seller, the Seller shall notify the Buyer of the fact and of the Entitlements lost to him thereby forthwith on being notified thereof by Defra or the RPA and in the event that such cessation of registration shall have resulted from a negligent act omission or default of the Buyer under this contract but not otherwise the Buyer shall indemnify the Seller in respect of any shortfall within 28 days of receiving such notification from the Seller.
- 16.5 The Buyer covenants with the Seller that he will observe and fully comply with the Cross Compliance Conditions, the requirements for full payment under the Basic Payment Scheme and any other conditions imposed on the Seller by CAP Reform but otherwise from the Completion Date until 31 December next following the Completion Date and in the event of any breach of this covenant he will indemnify the Seller against all losses occasioned by such breach whether attributable to the Buyer or to others acting on his behalf and whether arising directly or indirectly from the Buyer's failure to observe the terms of this clause to include but without prejudice to the generality hereof all loss of payment under the Basic Payment Scheme and loss of Entitlements (if any) together with all legal and other costs incurred by the Seller in putting himself into the position in which he would have been had the Buyer not failed to observe the terms of this clause.
- 16.6 If any dispute arises under this clause 16 either party may give notice to the other in writing specifying the dispute and requesting that agreement be reached on the identity of a single arbitrator to be appointed to determine the dispute in accordance with the provisions of the Arbitration Act 1996 and if no arbitrator has been appointed by agreement within one month of the notice either party may make a written request to the President for the time being of the Royal Institution of Chartered Surveyors for him to appoint an arbitrator to determine the matter in dispute.

17. Incorporation of general conditions of sale

17.1 The General Conditions as amended by Schedule 1 shall apply to the sale and are incorporated in it so far as they are applicable to a sale by formal tender and are not varied by or inconsistent with these Conditions.

17.2 If there is any conflict between the General Conditions as amended and these Conditions, these Conditions shall prevail.

18. Merger on completion

The provisions of these Conditions shall not merge on completion of the transfer of the Property in so far as they remain to be performed.

19. Third party rights

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.

20. 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.

21. Jurisdiction

Subject to clause 16, 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).

SCHEDULE 1

Amendments to the Standard Commercial Property Conditions (Third Edition)

1. The following Standard Conditions do not apply: 1.3.3(b), 2.1, 2.2, 4.1.1, 4.1.2,, 4.1.3, 7.1, 7.2, 7.3.1, 7.4.2, 7.6.2, 7.6.5(b), 9.1.1, 9.2.1.
2. Standard 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 these Conditions.
3. Standard 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 these Conditions.
4. 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 these Conditions.
5. In Standard Condition 1.1.1(p) a "working day" expires at 5.00pm.
6. The following words are added to the end of Standard Condition 1.3.2:

"so long as such notice or document or letter accompanying the same quotes the recipient conveyancer's correct reference".
7. Condition 7.6.3 is amended so that reference to "Condition 4.1.2" is reference to "clause 10.1".
8. 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".

FORM OF TENDER

Tender to be returned to Messrs John Amos & Co, Lion Court, Broad Street, Leominster HR6 8LE marked 'Sale by Tender – Land at Lyde, Hereford' by 12 noon on Thursday 18 July 2019.

I/We

of

.....

Telephone..... Email

Mobile.....

offer to purchase from Mr C C Andrews the Property described in the particulars of sale and conditions of sale by tender.

Lot 2 comprising approx 7.90 acres at the price of (figures and words)

£..... (.....Pounds)

I/We attach a cheque/bankers draft for 10% of the bid price £.....

(.....Pounds) as a deposit and in part payment of the purchase price of the Property.

I/We agree that if the offer is accepted in accordance with the attached conditions I/we will pay the balance of the purchase money and complete the purchase and perform the other terms of sale in accordance with the annexed conditions.

If we are a Limited Company then a certified copy of a resolution of the Board authorising the signature of this form accompanies this offer.

Money Laundering

In order to comply with anti-money laundering legislation all parties intending to bid for the land by Formal Tender should include with their Tender photographic identification such as their passport, driving licence or other means of photographic identification (Including address) either in their individual capacity or as an officer of a corporate entity.

Dated

Signed

Signature of witness

Address of witness

Occupation of witness

Solicitor's Details:

Name

Address

Post CodeTelephone.....

Email

I/We request that any additional information provided by us on the attached sheet be taken into account by the Seller in his consideration of our offer.

Set out here any Additional Information that the Buyer wishes to be taken into account by the Seller in consideration of the Buyer's offer.

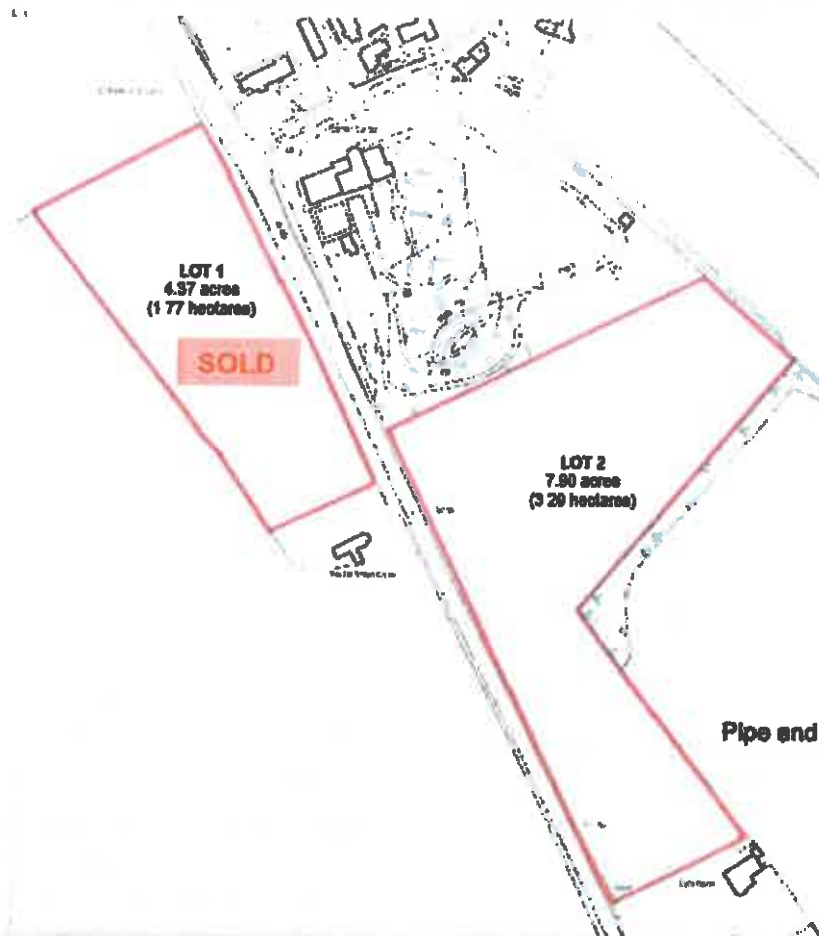
There is no obligation to provide such Information

I, Colin Charles Andrews of Broadward Hall Farm, Broadward, Leominster HR6 8QG
agree to sell to (the Buyer) the
Property described in the annexed particulars of sale and conditions of sale by tender
for the price of £ (Pounds)

And will complete the sale in accordance with the annexed conditions

Signed.....

Signature of witness



LOT 1



LOT 2



LAND AT LYDE, HEREFORDSHIRE

FORMAL TENDER

Lot 1 - SOLD 4.37 acres (1.77 hectares) Guide Price £60,000
Lot 2 - 7.90 acres (3.20 hectares) Guide Price £100,000

Both fields in arable production with excellent road frontage onto the A49 Hereford to Leominster road and adjacent to the Kenchester Water Garden centre.

FOR SALE BY FORMAL TENDER CLOSING AT 12 NOON ON THURSDAY 18TH JULY 2019

johnamos
 & Co

01568 610007
johnamos.co.uk

Approx. 12.27 acres of land in 2 Lots for sale at Lyde, Hereford

Situated on the A49 Hereford to Leominster road adjacent to the village of Lyde.

FOR SALE BY FORMAL TENDER CLOSING AT 12 NOON ON THURSDAY 18TH JULY 2019

INTRODUCTION

John Amos & Co are delighted to have received kind instructions to offer for sale by Formal Tender two level fields currently in arable production extending to 4.37 acres and 7.90 acres respectively with excellent road frontage directly onto the A49 Hereford to Leominster road and adjacent to the small village of Lyde.

DESCRIPTION

The land is currently in arable production – Lot 1 is cropped to wheat and Lot 2 is potatoes. Both fields are level and easily accessible with good road frontage to the A49 and lies just over a mile north of the City of Hereford.

FIELD BOUNDARIES

The fields are reasonably well fenced with mature hedges in general with some wire.

SERVICES

Mains water is available in the road but not connected.

BASIC PAYMENT SCHEME

The land is registered for the Basic Payment Scheme but there are no entitlements included with the sale.

SPORTING, TIMBER AND MINERAL RIGHTS

The sporting rights are included in the sale. All timber and mineral rights are included in the sale.

EASEMENTS, WAYLEAVES & RIGHTS OF WAY

The land will be sold subject to and with the benefit of all existing rights, whether public or private including rights of way, supply, drainage, electricity supplies and other rights, covenants, restrictions and obligations, quasi-easements and all wayleaves whether referred to in these particulars or not.

BOUNDARIES

Any purchaser(s) shall be deemed to have full knowledge of all boundaries and neither the Vendor nor the Vendor's Agents will be responsible for defining the boundaries or ownership thereof.

TENURE

The land offered for sale is Freehold with vacant possession immediately upon the harvest of the crops which is anticipated to be mid-August on Lot 1 and October for Lot 2.

UPLIFT

Both Lots are sold subject to an Uplift Clause based on 30% of enhanced value for future residential or commercial use for a period of 20 years.

METHOD OF SALE

The land is to be offered for sale by Formal Tender (unless previously sold). For any enquiries of a legal nature, please contact the Solicitors (please see details below). Tenders are to be delivered to John Amos & Co at:

Lion Court, Broad Street, Leominster, HR6 8LE and marked "Tender – Land at Lyde".

The Tender forms and legal pack will be available from the Vendor's Solicitor and Agent at least seven days prior to Tenders closing.

N.B. Please note prospective purchasers are deemed to have read and inspected the contract of sale as prepared by the seller's Solicitor. The detail in these particulars is for guidance only and should not be relied upon.

The successful purchaser will be required to pay a 10% deposit on acceptance of tender and the remaining 90% will be payable upon completion.

COMPLETION

Completion is scheduled for Thursday 15th August 2019.

MONEY LAUNDERING

In order to comply with anti-money laundering legislation all persons intending to bid for the site by Formal Tender should include with their Tender, photographic identification such as their passport, driving licence or other means of photographic identification (incl. address) either in their individual capacity or as an officer of a corporate entity.

VIEWING

Viewing may take place at any reasonable time upon production of these sale particulars. For further information regarding these particulars please contact John Amos & Co. on 01568 610007.

DIRECTIONS

From Hereford, take the A49 north towards Leominster from the Starting Gate roundabout. After passing over the brow of the hill (with the driving range on your right), Lot 1 is on the left before Lyde Church and Lot 2 is just before that on the right adjacent to Kenchester Water Gardens. Both Lots are marked on the Agent's For Sale board.

AGENTS

John Amos FRICS FAAV

John Amos & Co

Lion Court

Broad Street

Leominster

Herefordshire

HR6 8LE

Tel: 01568 610007

Mob: 07813 601424

SOLICITORS

Trudie Nicholas

T A Matthews

1st Floor

Broadway House

32 - 35 Broad Street

Hereford

HR4 9AR

Tel: 01432 352121

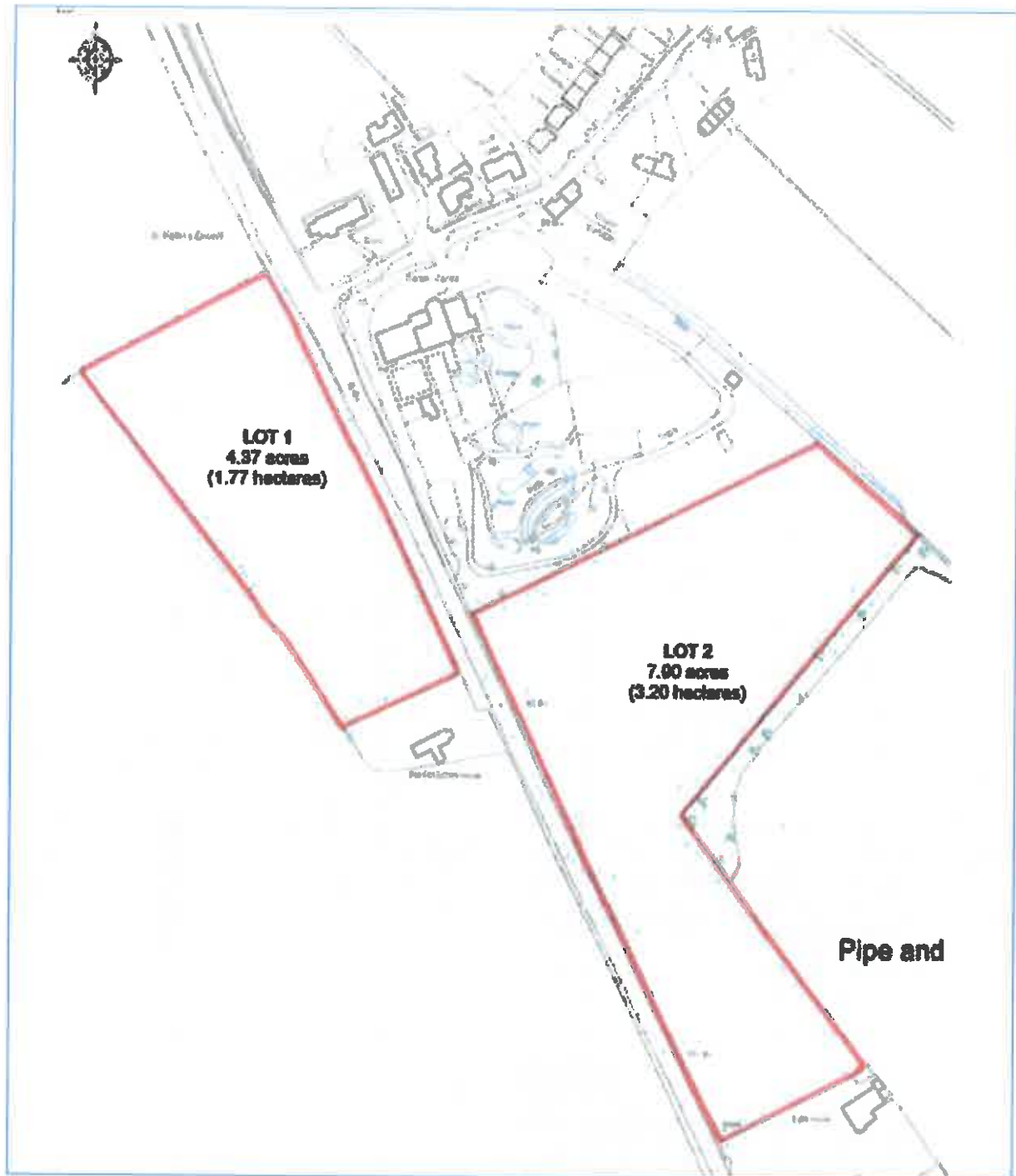
LOCATION PLAN



Ordnance Survey® Crown copyright (2019) All rights reserved. Licence number LJ30718



PLAN OF THE LAND



IMPORTANT NOTICE: These particulars have been prepared in good faith to provide a general outline of the subject property. Whilst every effort has been made to ensure the details are accurate should there be any points which are particularly relevant to your interest in the property, please ask for further information/verification. Nothing in these particulars shall be deemed to be a statement that the property is in good structural condition or otherwise, nor that any services, appliances, equipment, or facilities are in good working order. Prospective purchasers should satisfy themselves on such matters prior to purchase. These particulars do not constitute any part of an offer or Contract. Descriptions of the property are subjective and are used in good faith as an opinion and not as a statement of fact. Purchasers should make their own enquiries to ensure any descriptions are likely to match any expectations held of the property. Any photograph(s) portray only certain parts of the property. It should not be assumed that the property remains as displayed in the photograph(s). No assumptions should be made regarding the parts of the property that have not been photographed. Any areas, measurements, aspects or distances referred to are merely provided as a guide and are approximate. If such details are fundamental to a purchaser(s), prospective purchasers(s) must rely on their own enquiries. MAY 2019



01568 610007

Lion Court, Broad Street, Leominster, HR6 8LE

johnamos.co.uk

1	Title number(s) out of which the property is transferred: HE62758
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Land at Lyde, Herefordshire The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: edged red <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: Colin Charles Andrews <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: [] <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

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.

7	Transferee's intended address(es) for service for entry in the register: []
8	The transferor transfers the property to the transferee
9	Consideration <input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): [] <input type="checkbox"/> The transfer is not for money or anything that has a monetary value <input type="checkbox"/> Insert other receipt as appropriate:
10	The transferor transfers with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee Save that: <p>(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 Transferee's failure to:</p> <p>(i) make proper searches; or</p> <p>(ii) raise requisitions on title or on the results of the Transferee's searches; and</p> <p>(b) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 will extend only to charges or incumbrances created by the Transferor.</p>
11	Declaration of trust. The transferee is more than one person and <input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares <input type="checkbox"/> they are to hold the property on trust:

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.

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 Additional provisions

Overage

12.1 Interpretation

The following definitions and rules of interpretation apply:

12.1.1 Definitions:

Base Value: the Market Value of the Development Land:

- (a) at the Trigger Date;
- (b) disregarding any effect on value of the relevant Planning Permission; and
- (c) assuming that there is no expectation of the grant of any Planning Permission;

Deed of Covenant: a deed of covenant with the Transferor containing covenants in the same terms as those given by the Transferee in the form annexed to this transfer;

Default Rate: 4% per annum above the Interest Rate;

Determining Authority: the local planning authority or other appropriate determining body or person;

Development: development of the whole or any part or parts of the Property, with or without other land, for residential or commercial use including ancillary landscaping and infrastructure;

Development Land: the whole or such part or parts of the Property in respect of which Planning Permission is granted during the Overage Period;

Disposal: a disposition within the meaning of section 205 of the Law of Property Act 1925 of the whole or any part or parts of the Property;

End Date: [] 2039;

Enhanced Value: the Market Value of the Development Land:

- (a) at the Trigger Date;
- (b) with the benefit of the relevant Planning Permission; and
- (c) assuming that the Development Land has the benefit of any easements, wayleaves, sight-line covenants and other agreements necessary to provide access, visibility splays or services to or from the Development Land;

Independent Surveyor: a Fellow of the Royal Institution of Chartered Surveyors with at least ten years' experience in valuing properties similar to the Development Land for uses similar to the Development and whose usual place of practice is within a 75 mile radius of the Development Land;

Interest Rate: the base rate from time to time of NatWest Bank plc;

Market Value: the estimated amount for which the Development Land 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:

- (a) it is assessed in accordance with paragraph 4 of VPS 4 of the RICS Valuation – Global Standards 2017;
- (b) the provisions of this clause 12 are disregarded; and
- (c) the Development Land is assumed to be free from all encumbrances;

Overage Payment: a sum calculated in accordance with the following formula:

$$(A - B) \times 30\%$$

where:

A = Enhanced Value; and
B = Base Value;

Overage Period: 20 years starting on the date of this transfer and ending at midnight on the End Date;

Payment Date: the date on which an Overage Payment is to be made in accordance with clause 12.2.

Planning Application: an application for Planning Permission submitted by or on behalf of the Transferee during the Overage Period;

Planning Permission: an outline or detailed planning permission for Development pursuant to a Planning Application and granted during the Overage Period by a Determining Authority including a planning permission issued pursuant to an application under section 73 of the Town and Country Planning Act 1990 AND/OR a Lawful Development Certificate for Development AND/OR a 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 and Country Planning (General Permitted Development) (England) Order 2015 or a Local Development Order AND/OR through any other mechanism which grants planning permission for Development;

Satisfactory Consent: a consent in accordance with the requirements of the restriction referred to in clause 12.4.2 and the requirements of HM Land Registry from time to time;

Secretary of State: the Secretary of State for Housing, Communities and Local Government or other appropriate Minister including (where relevant) any inspector appointed to determine any Planning Appeal or the national Assembly for Wales.

Trigger Date: the date of grant of each Planning Permission;

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere;

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

- 12.1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 12.1.3 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.
- 12.1.4 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 12.1.5 Unless the context otherwise requires, references to clauses are to the clauses of this transfer.
- 12.1.6 Clause headings shall not affect the interpretation of this transfer.
- 12.1.7 In this clause 12, a reference to:
 - (a) the Transferor includes its personal representatives, heirs and permitted assigns but not other successors; and
 - (b) the Transferee includes its successors in title.

12.2 Overage Payment

- 12.2.1 On each occasion that a Trigger Date occurs during the Overage Period, an Overage Payment shall immediately become due from the Transferee to the Transferor.
- 12.2.2 The Transferee covenants with the Transferor that it shall pay each Overage Payment due under clause 12.2.1 to the Transferor on the later of:

- (a) the date which is 20 Working Days from and including the relevant Trigger Date; or
- (b) the date which is 20 Working Days from and including the date on which the amount of the relevant Overage Payment is agreed or determined in accordance with the terms of this transfer.

12.2.3 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.

12.2.4 The Transferee covenants with the Transferor that it shall pay interest at the Interest Rate to the Transferor on each Overage Payment that becomes due under clause 12.2.1. Such interest shall accrue on a daily basis for the period from and including the relevant Trigger Date to but excluding the relevant Payment Date.

12.2.5 The Transferee covenants with the Transferor that it shall pay interest at the Default Rate to the Transferor 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 Transferor may have.

12.2.6 The Transferee covenants with the Transferor that it shall:

- (a) supply the Transferor with a copy of any Planning Application within 10 Working Days of its submission to the Determining Authority; and
- (b) supply the Transferor with a copy of any Planning Permission within 10 Working Days of the date of grant; and
- (c) notify the Transferor in writing on each occurrence of a Trigger Date within 10 Working days of the relevant Trigger Date.

12.2.7 The benefit of the Transferee's covenants in relation to any matters contained in this transfer is assignable by the Transferor.

12.3 Amount of Overage Payment

12.3.1 If the parties agree the amount of an Overage Payment at any time after the relevant Trigger Date, the Transferee and the Transferor shall immediately sign and date a memorandum recording the amount of the Overage Payment and the date of the memorandum shall be the date of agreement for the purposes of clause 12.2.2(b).

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

- 12.3.3** The parties shall agree on the appointment of the Independent Surveyor and shall agree with the Independent Surveyor the terms of the appointment.
- 12.3.4** 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 12.3.2, 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.
- 12.3.5** 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.
- 12.3.6** 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.
- 12.3.7** The parties are entitled to make submissions to the Independent Surveyor and will 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.
- 12.3.8** 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.
- 12.3.9** The Transferee and the Transferor agree to pay the Independent Surveyor within 10 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.
- 12.3.10** In default of agreement pursuant to clause 12.3.1, 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 purpose of clause 12.2.2(b).

12.4 Disposals and restriction

- 12.4.1** The Transferee covenants with the Transferor not to make any Disposal at any time during the Overage Period without first procuring that the person to whom the Disposal is being made has executed a Deed of Covenant.
- 12.4.2** The Transferee hereby applies for the entry of the following restriction against the Transferee's title to the Property at HM Land Registry and shall procure that the restriction has priority to any mortgage or charge entered into by the Transferee:

"No disposition of the registered estate (other than a charge) 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 consent signed by Colin Charles Andrews of Broadward Hall Farm, Broadward, Leominster, Herefordshire HR6 8QG or their personal representatives."

12.5 Transferor's obligations

The Transferor covenants with the Transferee that the Transferor shall:

- (a) provide Satisfactory Consent for the registration of a Disposal at HM Land Registry immediately on receipt of a Deed of Covenant properly executed by the person to whom the Disposal is being made provided that there are then no outstanding sums due from the Transferee under the terms of this transfer; and
- (b) apply for the withdrawal of the restriction entered against the title to the Property within 10 Working Days from and including the end of the Overage Period.

12.6 Transferor's costs

The Transferee covenants with the Transferor that it shall pay the Transferor's reasonable legal and surveyor's costs and disbursements on a full indemnify basis including any Irrevocable 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 Transferor granting written consent to each Disposal.

12.7 VAT

- 12.7.1** Each amount stated to be payable by the Transferee to the Transferor under or pursuant to this transfer is exclusive of VAT (if any).
- 12.7.2** If any VAT is chargeable on any supply made by the Transferor under or pursuant to this transfer, the Transferee shall on receipt of a valid VAT Invoice, pay the Transferor an amount equal to that VAT.

12.8 Third Party Rights

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

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
Collin Charles Andrews
in the presence of

Signature

Signature of witness.....

Name (in BLOCK CAPITALS).....

Address.....

Signed as a Deed by
[]
In the presence of

Signature

Signature of witness.....

Name (in BLOCK CAPITALS).....

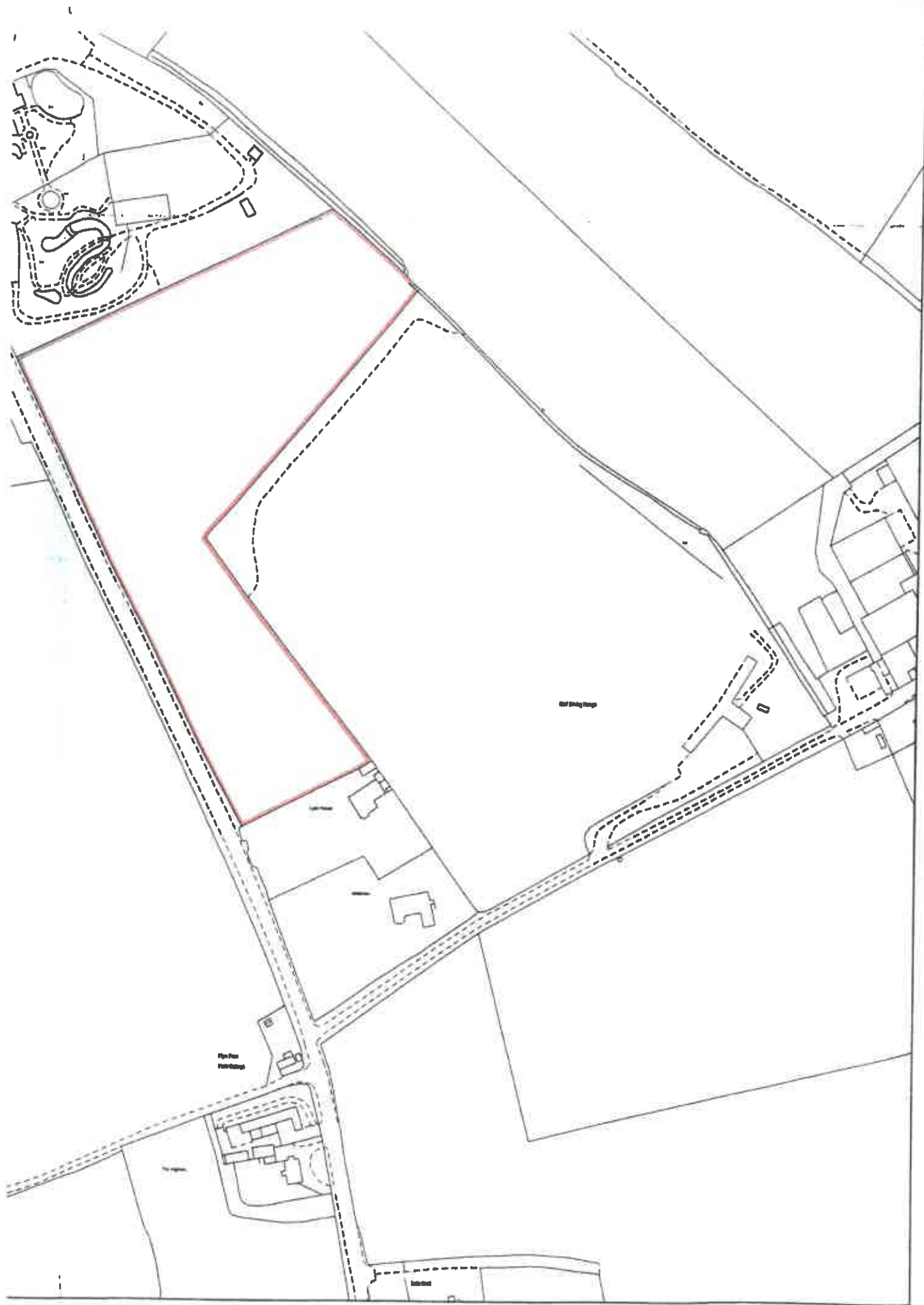
Address.....

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.



THIS DEED OF COVENANT is made on

2019

BETWEEN

- (1) **COLIN CHARLES ANDREWS** of Broadward Hall Farm, Broadward, Leominster HR6 8QG (the **Overage Beneficiary**).
- (2) [] of []
(the **Covenantor**).

1. Definitions and Interpretation

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

1.1 Definitions

- (a) **"Disposal"** has the same meaning as contained in the Transfer.
- (b) **"Property"** means the whole [whole of / that part of the property] comprised in title number [] shown edged red on the plan annexed hereto.
- (c) **"Transfer"** means the transfer dated [] 2019 and made between (1) Colin Charles Andrews and (2) [] relating to land at Lyde, Hereford.

1.2 If a party is more than one person the obligations and liabilities of those persons are joint and several.

1.3 References to a person include a corporate or unincorporated body.

1.4 Words importing one gender include any other gender and words importing the singular include the plural (and vice versa).

1.5 The headings in this deed are for ease of reference only and shall not affect the construction or interpretation of this deed.

2. Covenants

2.1 The Covenantor has today completed [a transfer] of the Property from [].

2.2 The Covenantor hereby covenants with the Overage Beneficiary to comply with the covenants on the part of the Transferee contained in the Transfer insofar as they relate to the Property and covenants not to make a Disposal except a Disposal of the Property or any part of the Property to a person who contemporaneously with such Disposal enters into a deed of covenant with the Overage Beneficiary to observe and perform the covenants in this deed including this covenant.

3. Registration

- 3.1 The Covenantor hereby covenants with the Overage Beneficiary to apply to the Land Registry to enter on the register of the Covenantor's registered title to the Property a restriction in the form set out below:**

"No disposition of the registered estate (other than a charge) 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 consent signed by Colin Charles Andrews of Broadward Hall Farm, Broadward, Leominster, Herefordshire HR6 8QG or his personal representatives."

- 3.2** The Covenantor consents to the entry of the restriction set out at clause 3.1 above on the register of the title to the Property and shall in default of compliance with the obligation set out at clause 3.1 above give such assistance as is necessary to the Overage Beneficiary to permit entry of the restriction on such title.

4. Governing Law and Jurisdiction

- 4.1 This deed is governed by the law of England and Wales.**
- 4.2 The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in respect of any matter or claim arising out of this deed.**

THIS DOCUMENT has been executed by the Covenantor as a deed but is not delivered until the date stated on the first page.

Signed as a Deed by _____)
 [_____])
 In the presence of _____)

Witness.....

Name.....

Address.....

[illegible]

Occupation.....