

Auction Pack Contents Page

Property address: 7 Berriew Street, Welshpool, SY21 7SQ

Title Number: WA703176

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CONTRACT

Incorporating the Standard Commercial Property Conditions (Third Edition - 2018 Revision)

For conveyancer's use only

Buyer's conveyancer

Seller's conveyancer

[Law Society Formula: A/B/C]/[Personal exchange]

Time

The information above does not form part of the Contract

Date :
Seller : Ben Trevor Williams

Buyer :

Property (freehold) : 7 Berriew Street
Welshpool
SY21 7SQ

Title Number : WA703176

Specified incumbrances : Matters referred to and contained in the Property and Charges Register of the above registered title as evidenced by Office Copy Entries dated the 21st January 2025 timed at 15:02:23 save for those charges of a financial nature

Completion date :

Contract rate : 4% above the base rate for the time being of HSBC UK Bank plc

Purchase price :
Plus search reimbursement of £326.10

exclusive of any VAT

Deposit :

Balance : Click or tap here to enter text.

The seller will sell and the buyer will buy the property for the purchase price.

WARNING

This is a formal document, designed to create legal rights and legal obligations. Take advice before using it.

Signed

Authorised to sign on behalf of
Seller/Buyer

STANDARD COMMERCIAL PROPERTY CONDITIONS (THIRD EDITION - 2018 REVISION)

PART 1

1. GENERAL

1.1 Definitions

1.1.1 In these conditions:

- (a) "accrued interest" means:
- (i) if money has been placed on deposit or in a building society share account, the interest actually earned
 - (ii) otherwise, the interest which might reasonably have been earned by depositing the money at interest on seven days' notice of withdrawal with a clearing bank
- less, in either case, any proper charges for handling the money
- (b) "apportionment day" has the meaning given in condition 9.3.2
- (c) "clearing bank" means a bank admitted by the Bank of England as a direct participant in its CHAPS system
- (d) "completion date" has the meaning given in condition 9.1.1
- (e) "contract rate" means the Law Society's interest rate from time to time in force
- (f) "conveyancer" has the meaning given by rule 217A of the Land Registration Rules 2003
- (g) "lease" includes sub-lease, tenancy and agreement for a lease or sub-lease
- (h) "mortgage" means a mortgage or charge securing the performance of any obligation (whether or not for the payment of money)
- (i) "notice to complete" means a notice requiring completion of the contract in accordance with condition 9.8
- (j) "option to tax" means an option to tax any land having effect under Part 1 of Schedule 10 to the Value Added Tax Act 1994 and references to exercising the option to tax include electing to waive exemption under previous legislation and option in this context includes such an election
- (k) "post" includes postal services provided by a postal operator and "postal services" has the meaning given to it by section 27(1)(a) and (c) of the Postal Services Act 2011 and "postal operator" has the meaning given by section 27(3) and (4) of that Act
- (l) "public requirement" means any notice, order or proposal given or made (whether before or after the date of the contract) by a body acting on statutory authority
- (m) "requisition" includes objection
- (n) "transfer" includes conveyance and assignment
- (o) "VAT" means value added tax
- (p) "working day" means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday.

1.1.2 In these conditions the terms "absolute title" and "official copies" have the special meanings given to them by the Land Registration Act 2002.

1.1.3 A party is ready, able and willing to complete:

- (a) if it would be, but for the default of the other party, and
- (b) in the case of the seller, even though the property remains subject to a mortgage, 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).

1.1.4 (a) The conditions in Part 1 apply subject to any variations or exclusions in the contract.

(b) A condition in Part 2 only applies if expressly incorporated into the contract.

1.2 Joint parties

If there is more than one seller or more than one buyer, the obligations which they undertake can be enforced against them all jointly or against each individually.

1.3 Notices and documents

1.3.1 A notice required or authorised by the contract is to be in writing.

1.3.2 Giving a notice or delivering a document to a party's conveyancer has the same effect as giving or delivering it to that party.

1.3.3 Where delivery of the original document is not essential, a notice or document is validly given or sent if it is sent by:

- (a) fax to a fax number for the intended recipient expressly given in the contract for that purpose, or
- (b) e-mail to an e-mail address for the intended recipient expressly given in the contract for that purpose.

1.3.4 Subject to conditions 1.3.5 to 1.3.7, a notice is given and a document delivered when it is received.

1.3.5 (a) A notice or document sent through the document exchange is received when it is available for collection.

(b) A notice or document which is received after 4.00 p.m. on a working day, or on a day which is not a working day, is to be treated as having been received on the next working day.

(c) An automated response to a notice or document sent by e-mail that the intended recipient is out of the office is to be treated as proof that the notice or document was not received.

1.3.6 Condition 1.3.7 applies unless there is proof:

- (a) that a notice or document has not been received, or
- (b) of the actual time of receipt.

1.3.7 A notice or document sent by the following means is treated as having been received as follows:

- (a) by first class post: before 4.00 pm on the second working day after posting
- (b) by second class post: before 4.00 pm on the third working day after posting
- (c) through a document exchange: before 4.00 pm on the first working day after the day on which it would normally be available for collection by the addressee
- (d) by fax: one hour after despatch
- (e) by e-mail: one hour after despatch

1.3.8 In condition 1.3.7, "first class post" means a postal service which seeks to deliver posted items no later than the next working day in all or the majority of cases.

1.4 Assignment and sub-sales

1.4.1 The buyer is not entitled to transfer the benefit of the contract.

1.4.2 The seller cannot be required to transfer the property in parts or to any person other than the buyer.

1.5 Third party rights

Nothing in this contract creates rights under the Contracts (Rights of Third Parties) Act 1999 intended to be enforceable by third parties.

2. VAT STANDARD RATED SUPPLY

2.1 The seller warrants that the sale of the property will constitute a supply chargeable to VAT at the standard rate.

2.2 The buyer is to pay to the seller on completion an additional amount equal to the VAT in exchange for a VAT invoice from the seller.

3. FORMATION

3.1 Date

3.1.1 If the parties intend to make a contract by exchanging duplicate copies by post or through a document exchange, the contract is made when the last copy is posted or deposited at the document exchange.

3.1.2 If the parties' conveyancers agree to treat exchange as taking place before duplicate copies are actually exchanged, the contract is made as so agreed.

3.2 Deposit

3.2.1 Unless otherwise agreed, the buyer is to pay a deposit of 10 per cent of the purchase price no later than the date of the contract. Where the agreed deposit is less than 10 per cent of the purchase price, condition 9.8.3 applies.

3.2.2 Except on a sale by auction the deposit is to be paid by electronic means from an account held in the name of a conveyancer at a clearing bank to an account in the name of the seller's conveyancer and is to be held by the seller's conveyancer as stakeholder on terms that on completion it is to be paid to the seller with accrued interest.

3.3 Auctions

3.3.1 On a sale by auction the following conditions apply to the property and, if it is sold in lots, to each lot.

3.3.2 The sale is subject to a reserve price.

3.3.3 The seller, or a person on its behalf, may bid up to the reserve price.

3.3.4 The auctioneer may refuse any bid.

3.3.5 If there is a dispute about a bid, the auctioneer may resolve the dispute or restart the auction at the last undisputed bid.

3.3.6 The auctioneer is to hold the deposit as agent for the seller.

3.3.7 If any cheque tendered in payment of all or part of the deposit is dishonoured when first presented, the seller may, within seven working days of being notified that the cheque has been dishonoured, give notice to the buyer that the contract is discharged by the buyer's breach.

4. MATTERS AFFECTING THE PROPERTY

4.1 Freedom from incumbrances

4.1.1 The seller is selling the property free from incumbrances, other than those mentioned in condition 4.1.2.

4.1.2 The incumbrances subject to which the property is sold are:

- (a) those specified in the contract
- (b) those discoverable by inspection of the property before the date of the contract
- (c) those the seller does not and could not reasonably know about
- (d) matters, other than mortgages, disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into the contract
- (e) public requirements.

4.1.3 After the contract is made, the seller is to give the buyer written details without delay of any new public requirement and of anything in writing which it learns about concerning a matter covered by condition 4.1.2.

4.1.4 The buyer is to bear the cost of complying with any outstanding public requirement and is to indemnify the seller against any liability resulting from a public requirement.

4.2 Physical state

4.2.1 The buyer accepts the property in the physical state it is in at the date of the contract unless the seller is building or converting it.

4.2.2 A leasehold property is sold subject to any subsisting breach of a condition or tenant's obligation relating to the physical state of the property which renders the lease liable to forfeiture.

4.2.3 A sub-lease is granted subject to any subsisting breach of a condition or tenant's obligation relating to the physical state of the property which renders the seller's own lease liable to forfeiture.

5. LEASES AFFECTING THE PROPERTY

5.1 General

5.1.1 This condition applies if any part of the property is sold subject to a lease.

5.1.2 The seller having provided the buyer with full details of each lease or copies of documents embodying the lease terms, the buyer is treated as entering into the contract knowing and fully accepting those terms.

5.1.3 The seller is not to serve a notice to end the lease nor to accept a surrender.

5.1.4 The seller is to inform the buyer without delay if the lease ends.

5.1.5 The buyer is to indemnify the seller against all claims arising from the lease after actual completion; this includes claims which are unenforceable against a buyer for want of registration.

5.1.6 If the property does not include all the land let, the seller may apportion the rent and, if the lease is a new tenancy, the buyer may require the seller to apply under section 10 of the Landlord and Tenant (Covenants) Act 1995 for the apportionment to bind the tenant.

5.2 Property management

5.2.1 The seller is promptly to give the buyer full particulars of:

- (a) any court or arbitration proceedings in connection with the lease, and
- (b) any application for a licence, consent or approval under the lease.

5.2.2 Conditions 5.2.3 to 5.2.8 do not apply to a rent review process to which condition 6.1 applies or any negotiations or proceedings to which condition 6.2 applies.

5.2.3 Subject to condition 5.2.4, the seller is to conduct the proceedings in accordance with written directions given by the buyer from time to time (for which the seller is to apply), unless to do so might place the seller in breach of an obligation to the tenant or a statutory duty.

- 5.2.4 If the seller applies for directions from the buyer in relation to a proposed step in the proceedings and the buyer does not give such directions within 10 working days, the seller may take or refrain from taking that step as it thinks fit.
- 5.2.5 The buyer is to indemnify the seller against all loss and expense resulting from the seller's conduct of the proceedings in accordance with the buyer's directions.
- 5.2.6 Unless the buyer gives written consent, the seller is not to:
- grant or formally withhold any licence, consent or approval under the lease, or
 - serve any notice or take any action (other than action in court or arbitration proceedings) as landlord under the lease.
- 5.2.7 When the seller applies for the buyer's consent under condition 5.2.6:
- the buyer is not to withhold its consent or attach conditions to the consent where to do so might place the seller in breach of an obligation to the tenant or a statutory duty
 - the seller may proceed as if the buyer has consented when:
 - in accordance with paragraph (a), the buyer is not entitled to withhold its consent, or
 - the buyer does not refuse its consent within 10 working days.
- 5.2.8 If the buyer withholds or attaches conditions to its consent, the buyer is to indemnify the seller against all loss and expense resulting from such withholding or attachment of conditions.
- 5.2.9 In all other respects, the seller is to manage the property in accordance with the principles of good estate management until completion.
- 5.3 **Continuing liability**
At the request and cost of the seller, the buyer is to support any application by the seller to be released from the landlord covenants in a lease to which the property is sold subject.
- 6. RENT REVIEWS AND PENDING LEASE RENEWALS**
- 6.1 **Rent reviews**
- 6.1.1 Subject to condition 6.1.3, this condition 6.1 applies if:
- the rent reserved by a lease of all or part of the property is to be reviewed
 - the seller is either the landlord or the tenant
 - the rent review process starts before actual completion, and
 - no reviewed rent has been agreed or determined at the date of the contract.
- 6.1.2 The seller is to conduct the rent review process until actual completion, after which the buyer is to conduct it.
- 6.1.3 Conditions 6.1.4 and 6.1.5 cease to apply on actual completion if the reviewed rent will only be payable in respect of a period after that date or if the rent review date precedes the completion date by more than two years.
- 6.1.4 In the course of the rent review process, the seller and the buyer are each to:
- act promptly with a view to achieving the best result obtainable
 - consult with and have regard to the views of the other
 - provide the other with copies of all material correspondence and papers
 - ensure that its representations take account of matters put forward by the other, and
 - keep the other informed of progress.
- 6.1.5 Neither the seller nor the buyer is to agree a rent figure unless it has been approved in writing by the other (such approval not to be unreasonably withheld).
- 6.1.6 The seller and the buyer are each to bear their own costs of the rent review process.
- 6.1.7 Unless the rent review date precedes the apportionment day, the buyer is to pay the costs of a third party appointed to determine the rent.
- 6.1.8 Where the rent review date precedes the apportionment day, those costs are to be divided as follows:
- the seller is to pay the proportion that the number of days from the rent review date to the apportionment day bears to the number of days from that rent review date until either the following rent review date or, if none, the expiry of the term, and
 - the buyer is to pay the balance.
- 6.2 **Pending lease renewals**
- 6.2.1 This condition 6.2 applies if:
- the tenancy created by a lease of all or part of the property is continuing under Part II of the Landlord and Tenant Act 1954 at the date of the contract or at actual completion
 - the seller is the competent landlord, and
 - any of the following have been neither agreed nor determined at the date of the contract: an interim rent, the termination of the tenancy or the terms of a new tenancy.
- 6.2.2 Until actual completion the seller is to conduct any negotiations or proceedings relating to the matters mentioned in condition 6.2.1(c), after which the buyer is to conduct those negotiations or proceedings and is to apply without delay to be substituted for the seller as a party in any such proceedings.
- 6.2.3 In the course of those negotiations or proceedings, the buyer and the seller are each to act as described in condition 6.1.4(a) to (e).
- 6.2.4 Neither the seller nor the buyer is to agree an interim rent or any of the terms of the new tenancy without the written approval of the other (such approval not to be unreasonably withheld).
- 6.2.5 As from actual completion conditions 6.2.3 and 6.2.4 apply only to negotiations or proceedings relating to or affecting the amount of any rent (including any interim rent) payable from a date before actual completion.
- 6.2.6 The seller and the buyer are each to bear their own costs of the negotiations or proceedings.
- 7. TITLE AND TRANSFER**
- 7.1 **Proof of title**
- 7.1.1 Without cost to the buyer, the seller is to provide the buyer with proof of the title to the property and of the seller's ability to transfer it or to procure its transfer.
- 7.1.2 Where the property has a registered title the proof is to include official copies of the items referred to in rules 134(1)(a) and (b) and 135(1)(a) of the Land Registration Rules 2003, so far as they are not to be discharged or overridden at or before completion.
- 7.1.3 Where the property has an unregistered title, the proof is to include:
- an abstract of title or an epitome of title with photocopies of the documents, and
 - production of every document or an abstract, epitome or copy of it with an original marking by a conveyancer either against the original or an examined abstract or an examined copy.
- 7.2 **Requisitions**
- 7.2.1 The buyer may not raise requisitions:
- on any title shown by the seller taking the steps described in condition 7.1.1 before the contract was made
 - in relation to the matters covered by condition 4.1.2.
- 7.2.2 Notwithstanding condition 7.2.1, the buyer may, within six working days of a matter coming to its attention after the contract was made, raise written requisitions on that matter. In that event steps 3 and 4 in condition 7.3.1 apply.
- 7.2.3 On the expiry of the relevant time limit under condition 7.2.2 or condition 7.3.1, the buyer loses its right to raise requisitions or to make observations.
- 7.3 **Timetable**
- 7.3.1 Subject to condition 7.2 and to the extent that the seller did not take the steps described in condition 7.1.1 before the contract was made, the following are the steps for deducing and investigating the title to the property to be taken within the following time limits:
- | <u>Step</u> | <u>Time limit</u> |
|--|--|
| 1. The seller is to comply with condition 7.1.1 | Immediately after making the contract |
| 2. The buyer may raise written requisitions | Six working days after either the date of the contract or the date of delivery of the seller's evidence of title on which the requisitions are raised whichever is the later |
| 3. The seller is to reply in writing to any requisitions raised | Four working days after receiving the requisitions |
| 4. The buyer may make written observations on the seller's replies | Three working days after receiving the replies |
- The time limit on the buyer's right to raise requisitions applies even where the seller supplies incomplete evidence of its title, but the buyer may, within six working days from delivery of any further evidence, raise further requisitions resulting from that evidence.
- 7.3.2 The parties are to take the following steps to prepare and agree the transfer of the property within the following time limits:
- | <u>Step</u> | <u>Time limit</u> |
|---|--|
| A. The buyer is to send the seller a draft transfer | At least twelve working days before completion date |
| B. The seller is to approve or revise that draft and either return it or retain it for use as the actual transfer | Four working days after delivery of the draft transfer |
| C. If the draft is returned the buyer is to send an engrossment to the seller | At least five working days before completion date |
- 7.3.3 Periods of time under conditions 7.3.1 and 7.3.2 may run concurrently.
- 7.3.4 If the period between the date of the contract and completion date is less than 15 working days, the time limits in conditions 7.2.2, 7.3.1 and 7.3.2 are to be reduced by the same proportion as that period bears to the period of 15 working days. Fractions of a working day are to be rounded down except that the time limit to perform any step is not to be less than one working day.
- 7.4 **Defining the property**
- 7.4.1 The seller need not:
- prove the exact boundaries of the property
 - prove who owns fences, ditches, hedges or walls
 - separately identify parts of the property with different titles further than it may be able to do from information in its possession.
- 7.4.2 The buyer may, if to do so is reasonable, require the seller to make or obtain, pay for and hand over a statutory declaration about facts relevant to the matters mentioned in condition 7.4.1. The form of the declaration is to be approved by the buyer (such approval not to be unreasonably withheld).
- 7.5 **Rents and rentcharges**
The fact that a rent or rentcharge, whether payable or receivable by the owner of the property, has been, or will on completion be, informally apportioned is not to be regarded as a defect in title.
- 7.6 **Transfer**
- 7.6.1 The buyer does not prejudice its right to raise requisitions, or to require replies to any raised, by taking steps in relation to the preparation or agreement of the transfer.
- 7.6.2 Subject to conditions 7.6.3 and 7.6.4, the seller is to transfer the property with full title guarantee.
- 7.6.3 The transfer is to have effect as if the disposition is expressly made subject to all matters covered by condition 4.1.2.
- 7.6.4 If the property is leasehold, the transfer is to contain a statement that the covenants set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to any breach of the tenant's covenants in the lease relating to the physical state of the property.
- 7.6.5 If after completion the seller will remain bound by any obligation affecting the property which was disclosed to the buyer before the contract was made, but the law does not imply any covenant by the buyer to indemnify the seller against liability for future breaches of it:
- the buyer is to covenant in the transfer to indemnify the seller against liability for any future breach of the obligation and to perform it from then on, and
 - if required by the seller, the buyer is to execute and deliver to the seller on completion a duplicate transfer prepared by the buyer.

- 7.6.6 Where the seller's title to the property is not registered at Land Registry, the seller is to arrange at its expense that, in relation to every document of title which the buyer does not receive on completion, the buyer is to have the benefit of:
- a written acknowledgement of the buyer's right to its production, and
 - a written undertaking for its safe custody (except while it is held by a mortgagee or by someone in a fiduciary capacity).
- 8. RISK AND INSURANCE**
- 8.1 Risk**
The property is at the risk of the buyer from the date of the contract.
- 8.2 Responsibility for insuring**
- 8.2.1 Conditions 8.2.2 and 8.2.3 apply if:
- the contract provides that the policy effected by or for the seller and insuring the property or any part of it against loss or damage is to continue in force after the exchange of contracts, or
 - the property or any part of it is let on terms under which the seller (whether as landlord or as tenant) is obliged to insure against loss or damage.
- 8.2.2 The seller is to:
- do everything required to continue to maintain the policy, including the prompt payment of any premium which falls due
 - increase the amount or extent of the cover as requested by the buyer if the insurers agree and the buyer pays the additional premium
 - permit the buyer to inspect the policy, or evidence of its terms, at any time
 - if the policy does not cover a contractual purchaser's interest in the property, extend the cover accordingly at the buyer's request and expense, if the insurers agree, for the period until completion
 - pay to the buyer, immediately on receipt, any part of an additional premium which the buyer paid and which is returned by the insurers
 - if before completion the property suffers loss or damage:
 - pay to the buyer on completion the amount of policy monies which the seller has received, so far as not applied in repairing or reinstating the property, and
 - if no final payment has then been received, assign to the buyer, at the buyer's expense, all rights to claim under the policy in such form as the buyer reasonably requires and pending execution of the assignment, hold any policy monies received in trust for the buyer
 - on completion:
 - cancel the insurance policy
 - apply for a refund of the premium and pay the buyer, immediately on receipt, any amount received which relates to a part of the premium which was paid or reimbursed by a tenant or third party. The buyer is to hold the money paid subject to the rights of that tenant or third party.
- 8.2.3 The buyer is to pay the seller a proportionate part of the premium which the seller paid in respect of the period from the date when the contract is made to the date of actual completion, except so far as the seller is entitled to recover it from a tenant.
- 8.2.4 Unless condition 8.2.2 or 8.2.5 applies:
- the seller is under no obligation to the buyer to insure the property
 - if payment under a policy effected by or for the buyer is reduced, because the property is covered against loss or damage by an insurance policy effected by or for the seller, the purchase price is to be abated by the amount of that reduction.
- 8.2.5 Where the property is leasehold and the property, or any building containing it, is insured by a reversioner or other third party
- the seller is to use reasonable efforts to ensure that the insurance is maintained until completion
 - if, before completion, the property or building suffers loss or damage the seller is to assign to the buyer on completion, at the buyer's expense, such rights as the seller may have in the policy monies, in such form as the buyer reasonably requires.
- 8.2.6 Section 47 of the Law of Property Act 1925 does not apply.
- 8.2.7 If the policy does not extend cover to a contractual purchaser's loss of rent from the property following completion, the seller has no responsibility to arrange for it to do so.
- 9. COMPLETION**
- 9.1 Date**
- 9.1.1 Completion date is twenty working days after the date of the contract but time is not of the essence of the contract unless a notice to complete has been served.
- 9.1.2 If the money due on completion is received after 2.00 p.m., completion is to be treated, for the purposes only of conditions 9.3 and 10.3, as taking place on the next working day as a result of the buyer's default.
- 9.1.3 Condition 9.1.2 does not apply and the seller is treated as in default if:
- the sale is with vacant possession of the property or part of it, and
 - the buyer is ready, able and willing to complete but does not pay the money due on completion until after 2.00 p.m. because the seller has not vacated the property or that part by that time.
- 9.2 Arrangements and place**
- 9.2.1 The buyer's conveyancer and the seller's conveyancer are to co-operate in agreeing arrangements for completing the contract.
- 9.2.2 Completion is to take place in England and Wales, either at the seller's conveyancer's office or at some other place which the seller reasonably specifies.
- 9.3 Apportionments**
- 9.3.1 Subject to condition 9.3.6 income and outgoings of the property are to be apportioned between the parties so far as the change of ownership on completion will affect entitlement to receive or liability to pay them.
- 9.3.2 The day from which the apportionment is to be made ('apportionment day') is:
- if the whole property is sold with vacant possession or the seller exercises its option in condition 10.3.4, the date of actual completion, or
 - otherwise, completion date.
- 9.3.3 In apportioning any sum, it is to be assumed that the buyer owns the property from the beginning of the day on which the apportionment is to be made.
- 9.3.4 A sum to be apportioned is to be treated as:
- payable for the period which it covers, except that if it is an instalment of an annual sum the buyer is to be attributed with an amount equal to 1/365th of the annual sum for each day from and including the apportionment day to the end of the instalment period
 - accruing:
 - from day to day, and
 - at the rate applicable from time to time.
- 9.3.5 When a sum to be apportioned, or the rate at which it is to be treated as accruing, is not known or easily ascertainable:
- at completion, a provisional apportionment is to be made according to the best estimate available
 - if the sum to be provisionally apportioned is rent or service charge subject to review, final determination or adjustment, the provisional apportionment is to be made according to the amount payable on account
 - as soon as the amount is known, a final apportionment is to be made and notified to the other party
 - subject to condition 9.3.8, any resulting balance is to be paid no more than ten working days later, and if not then paid, so much of the balance as is from time to time unpaid is to bear interest at the contract rate from then until payment.
- 9.3.6 Where a lease of the property requires the tenant to reimburse the landlord for expenditure on goods or services, on completion:
- the buyer is to pay the seller the amount of any expenditure already incurred by the seller but not yet due from the tenant and in respect of which the seller provides the buyer with the information and vouchers required for its recovery from the tenant, and
 - the seller is to credit the buyer with payments already recovered from the tenant but not yet incurred by the seller.
- 9.3.7 Condition 9.3.8 has effect if any part of the property is sold subject to a lease and Case 1 or Case 2 below applies:
- Case 1 is that:
 - on completion any rent or other sum payable under the lease is due but not paid,
 - the contract does not provide that the buyer is to assign to the seller the right to collect any arrears due to the seller under the terms of the contract, and
 - the seller is not entitled to recover any arrears from the tenant
 - Case 2 is that:
 - a reviewed rent or interim rent is agreed or determined after actual completion as a result either of a review to which condition 6.1 applies or of negotiations or proceedings to which condition 6.2 applies, and
 - an additional sum then becomes payable or an allowance becomes due in respect of a period before the apportionment day.
- 9.3.8 (a) The buyer is to seek to collect all sums due from the tenant in the circumstances referred to in condition 9.3.7 in the ordinary course of management, but need not take legal proceedings or exercise the commercial rent arrears recovery (CRAR) procedure.
- A payment made on account of those sums is to be apportioned between the parties in the ratio of the amounts owed to each, notwithstanding that the tenant exercises its right to appropriate the payment in some other manner.
 - Any part of a payment on account received by one party but due to the other is to be paid no more than ten working days after the receipt of cash or cleared funds and, if not then paid, the sum is to bear interest at the contract rate until payment.
 - Any allowance due to the tenant is to be apportioned between the parties in the ratio of the amounts owed by each of them.
- 9.4 Amount payable**
The amount payable by the buyer on completion is the purchase price (less any deposit already paid to the seller or its agent) adjusted to take account of:
- apportionments made under condition 9.3
 - any compensation to be paid or allowed under condition 10.3
 - any sum payable under condition 8.2.2 or 8.2.3.
- 9.5 Title deeds**
- 9.5.1 As soon as the buyer has complied with all its obligations under this contract on completion the seller is to hand over the documents of title.
- 9.5.2 Condition 9.5.1 does not apply to any documents of title relating to land being retained by the seller after completion.
- 9.6 Rent receipts**
The buyer is to assume that whoever gave any receipt for a payment of rent or service charge which the seller produces was the person or the agent of the person then entitled to that rent or service charge.
- 9.7 Means of payment**
The buyer is to pay the money due on completion by electronic means in same day cleared funds from an account held in the name of a conveyancer at a clearing bank to an account in the name of the seller's conveyancer and, if appropriate, by an unconditional release of a deposit held by a stakeholder.
- 9.8 Notice to complete**
- 9.8.1 At any time after the time applicable under condition 9.1.2 on completion date, a party who is ready, able and willing to complete may give the other a notice to complete.
- 9.8.2 The parties are to complete the contract within ten working days of giving a notice to complete, excluding the day on which the notice is given. For this purpose, time is of the essence of the contract.
- 9.8.3 On receipt of a notice to complete:
- if the buyer paid no deposit, it is without delay to pay a deposit of 10 per cent of the purchase price

- (b) if the buyer paid a deposit of less than 10 per cent of the purchase price, it is without delay to pay a further deposit equal to the balance of that 10 per cent.
- 10. REMEDIES**
- 10.1 Errors and omissions**
If any plan or statement in the contract, or in the negotiations leading to it, is or was misleading or inaccurate due to an error or omission by the seller, the remedies available to the buyer are as follows:
- (a) when there is a material difference between the description or value of the property, or any of the contents included in the contract, as represented and as it is, the buyer is entitled to damages
- (b) an error or omission only entitles the buyer to rescind the contract:
- (i) where it results from fraud or recklessness, or
- (ii) where the buyer would be obliged, to its prejudice, to accept property differing substantially (in quantity, quality or tenure) from what the error or omission had led it to expect.
- 10.2 Rescission**
If either party rescinds the contract:
- (a) unless the rescission is a result of the buyer's breach of contract the deposit is to be repaid to the buyer with accrued interest
- (b) the buyer is to return any documents it received from the seller and is to cancel any registration of the contract
- (c) the seller's duty to pay any returned premium under condition 8.2.2(e) (whenever received) is not affected.
- 10.3 Late completion**
- 10.3.1** If the buyer defaults in performing its obligations under the contract and completion is delayed, the buyer is to pay compensation to the seller.
- 10.3.2** Compensation is calculated at the contract rate on an amount equal to the purchase price (less any deposit paid) for the period between completion date and actual completion, but ignoring any period during which the seller was in default.
- 10.3.3** Any claim by the seller for loss resulting from delayed completion is to be reduced by any compensation paid under this contract.
- 10.3.4** Where the sale is not with vacant possession of the whole property and completion is delayed, the seller may give notice to the buyer, before the date of actual completion, that it will take the net income from the property until completion as well as compensation under condition 10.3.1.
- 10.4 After completion**
Completion does not cancel liability to perform any outstanding obligation under the contract.
- 10.5 Buyer's failure to comply with notice to complete**
- 10.5.1** If the buyer fails to complete in accordance with a notice to complete, the following terms apply.
- 10.5.2** The seller may rescind the contract, and if it does so:
- (a) it may
- (i) forfeit and keep any deposit and accrued interest
- (ii) resell the property and any contents included in the contract
- (iii) claim damages
- (b) the buyer is to return any documents it received from the seller and is to cancel any registration of the contract.
- 10.5.3** The seller retains its other rights and remedies.
- 10.6 Seller's failure to comply with notice to complete**
- 10.6.1** If the seller fails to complete in accordance with a notice to complete, the following terms apply.
- 10.6.2** The buyer may rescind the contract, and if it does so:
- (a) the deposit is to be repaid to the buyer with accrued interest
- (b) the buyer is to return any documents it received from the seller and is, at the seller's expense, to cancel any registration of the contract.
- 10.6.3** The buyer retains its other rights and remedies.
- 11. LEASEHOLD PROPERTY**
- 11.1 Existing leases**
- 11.1.1** The following provisions apply to a sale of leasehold land.
- 11.1.2** The seller having provided the buyer with copies of the documents embodying the lease terms, the buyer is treated as entering into the contract knowing and fully accepting those terms.
- 11.2 New leases**
- 11.2.1** The following provisions apply to a contract to grant a new lease.
- 11.2.2** The conditions apply so that:
- (a) "seller" means the proposed landlord
- (b) "buyer" means the proposed tenant
- (c) "purchase price" means the premium to be paid on the grant of a lease.
- 11.2.3** The lease is to be in the form of the draft attached to the contract.
- 11.2.4** If the term of the new lease will exceed seven years, the seller is to deduce a title which will enable the buyer to register the lease at Land Registry with an absolute title.
- 11.2.5** The seller is to engross the lease and a counterpart of it and is to send the counterpart to the buyer at least five working days before completion date.
- 11.2.6** The buyer is to execute the counterpart and deliver it to the seller on completion.
- 11.3 Consents**
- 11.3.1** (a) The following provisions apply if a consent to let, assign or sub-let is required to complete the contract
- (b) In this condition "consent" means consent in the form which satisfies the requirement to obtain it.
- 11.3.2** (a) The seller is to:
- (i) apply for the consent at its expense, and to use all reasonable efforts to obtain it
- (ii) give the buyer without delay a copy of all correspondence with a reversioner (whether or not immediate) in relation to obtaining the consent
- (iii) give the buyer notice without delay on obtaining the consent
- (b) The buyer is to comply with all reasonable requirements, including requirements for the provision of information and references.
- 11.3.3** Where the consent of a reversioner (whether or not immediate) is required to an assignment or sub-letting, then so far as the reversioner lawfully imposes such a condition:
- (a) the buyer is to:
- (i) covenant directly with the reversioner to perform and observe the tenant's covenants and the conditions in the seller's lease or (in the case of a sub-letting by the seller) in the new sub-lease
- (ii) use reasonable endeavours to provide guarantees of the performance and observance of the tenant's covenants and the conditions in the seller's lease or (in the case of a sub-letting by the seller) in the new sub-lease
- (iii) execute or procure the execution of the licence
- (b) the seller, in the case of an assignment, is to enter into an authorised guarantee agreement.
- 11.3.4** Neither party may object to a reversioner's consent given subject to a condition:
- (a) which under section 19(1A) of the Landlord and Tenant Act 1927 is not regarded as unreasonable, and
- (b) which is lawfully imposed under an express term of the lease.
- 11.3.5** If any required consent has not been obtained by the original completion date:
- (a) the time for completion is to be postponed until five working days after the seller gives written notice to the buyer that the consent has been given or a court has declared that consent has been unreasonably withheld
- (b) the postponed date is to be treated as the completion date.
- 11.3.6** At any time after six months from the original completion date, either party may rescind the contract by notice to the other, if:
- (a) consent has still not been given, and
- (b) no declaration has been obtained from the court that consent has been unreasonably withheld.
- 11.3.7** If the contract is rescinded under condition 11.3.6 the seller is to remain liable for any breach of condition 11.3.2(a) or 11.3.3(b) and the buyer is to remain liable for any breach of condition 11.3.2(b) or 11.3.3(a) but condition 10.2 is to apply as if neither party is in breach of contract.
- 11.3.8** A party in breach of its obligations under condition 11.3.2 or 11.3.3 cannot rescind under condition 11.3.6 for so long as its breach is a cause of the consent being withheld.
- 12. CONTENTS**
- 12.1** The following provisions apply to any contents which are included in the contract, whether or not a separate price is to be paid for them.
- 12.2** The contract takes effect as a contract for the sale of goods.
- 12.3** The buyer takes the contents in the physical state they are in at the date of the contract.
- 12.4** Ownership of the contents passes to the buyer on actual completion but they are at the buyer's risk from the contract date.
- PART 2***
- A. VAT**
- A1 Not a taxable supply**
- A1.1** Condition 2 does not apply.
- A1.2** The seller:
- (a) warrants that the sale of the property does not constitute a supply that is taxable for VAT purposes
- (b) agrees not to exercise the option to tax in relation to the property, and
- (c) cannot require the buyer to pay any amount in respect of any liability to VAT arising in respect of the sale of the property, unless condition A1.3 applies.
- A1.3** If, solely as a result of a change in law made and coming into effect between the date of the contract and completion, the sale of the property will constitute a supply chargeable to VAT, the buyer is to pay to the seller on completion an additional amount equal to that VAT in exchange for a VAT invoice from the seller.
- A1.4** The buyer is to pay to the seller on completion an additional amount equal to any VAT charged on the supply of any contents included in the sale in exchange for a VAT invoice from the seller.
- A2 Transfer of a going concern**
- A2.1** Condition 2 does not apply.
- A2.2** In this condition "TOGC" means a transfer of a business as a going concern treated as neither a supply of goods nor a supply of services by virtue of article 5 of the Value Added Tax (Special Provisions) Order 1995.
- A2.3** The seller warrants that it is using the property for the business of letting to produce rental income.
- A2.4** The buyer is to comply with the conditions to be met by a transferee under article 5(1) and 5(2) for the sale to constitute a TOGC.
- A2.5** The buyer is, on or before the earlier of:
- (a) completion date, and
- (b) the earliest date on which a supply of the property could be treated as made by the seller under this contract if the sale does not constitute a TOGC,
- to notify the seller that paragraph (2B) of article 5 of the Value Added Tax (Special Provisions) Order 1995 does not apply to the buyer.
- A2.6** The parties are to treat the sale as a TOGC at completion if the buyer provides written evidence to the seller before completion that it is a taxable person and that it has exercised an option to tax in relation to the property and has given a written notification of the exercise of such option in conformity with article 5(2A) and has given the notification referred to in condition A2.5.
- A2.7** The buyer may not revoke its option to tax in relation to the property at any time.
- A2.8** If the parties treat the sale at completion as a TOGC but it is later determined that the sale was not a TOGC, then within five working days of that determination the buyer is to pay to the seller:
- (a) an amount equal to the VAT chargeable in respect of the supply of the property, in exchange for a VAT invoice from the seller, and

(b) except where the sale is not a TOGC because of an act or omission of the seller, an amount equal to any interest or penalty for which the seller is liable to account to HM Revenue and Customs in respect of or by reference to that VAT.

A2.9 If the seller obtains the consent of HM Revenue and Customs to retain its VAT records relating to the property, it is to make them available to the buyer for inspection and copying at reasonable times on reasonable request during the six years following completion.

B. CAPITAL ALLOWANCES

B1 In this condition "the Act" means the Capital Allowances Act 2001.

B2 To enable the buyer to make and substantiate claims under the Act in respect of the property, the seller is to use its reasonable endeavours to provide, or to procure that its agents provide:

(a) copies of all relevant information in its possession or that of its agents, and
(b) whatever co-operation and assistance the buyer may reasonably require.

B3 If the seller has claimed capital allowances under Chapter 14 of the Act in respect of expenditure on plant and machinery that is a fixture:

(a) the seller is to take such steps and provide such information and written statements as the buyer may reasonably require to enable the buyer to meet the requirements of section 187A and section 187B of the Act
(b) the buyer is to use the information provided only for the stated purpose
(c) the buyer may not without the consent of the seller disclose the information which the seller expressly provides on a confidential basis
(d) on completion, the seller and the buyer are jointly to make an election under section 198 of the Act which is consistent with the apportionment in the Special Conditions
(e) the seller and the buyer are each promptly to submit the amount fixed by that election to HM Revenue and Customs for the purposes of their respective capital allowance computations
(f) the seller is to bring into account the disposal value of the fixtures fixed by the election in its tax return for the chargeable period in which completion takes place.

B4 If the seller is not entitled to claim allowances under Chapter 14 of the Act in respect of expenditure on plant and machinery that is a fixture but the buyer wishes to make such a claim:

(a) the seller is to use its reasonable endeavours to trace information about the historic expenditure from a predecessor in title of the seller by whom the expenditure was most recently incurred to enable the buyer to claim any available allowance in respect of the historic expenditure and to assist the buyer to do so
(b) the buyer is to indemnify the seller for the reasonable professional costs it properly incurs in complying with its obligations under (a).

C. REVERSIONARY INTERESTS IN FLATS

C1 No tenants' rights of first refusal

C1.1 In this condition, sections refer to sections of the Landlord and Tenant Act 1987 and expressions have the special meanings given to them in that Act.

C1.2 The seller warrants that:

(a) it gave the notice required by section 5
(b) no acceptance notice was served on the landlord or no person was nominated for the purposes of section 6 during the protected period, and
(c) that period ended less than 12 months before the date of the contract.

C2 Tenants' rights of first refusal in auction sales

C2.1 In this condition, sections refer to sections of the Landlord and Tenant Act 1987 and expressions have the special meanings given to them in that Act.

C2.2 The seller warrants that:

(a) it gave the notice required by section 5B, and
(b) it has given the buyer a copy of:
(i) any acceptance notice served on the landlord
(ii) any nomination of a person duly nominated for the purposes of section 6 and
(iii) any notice served on the landlord electing that section 8B shall apply.

C2.3 The following additional provisions shall apply:

(a) condition 9.1.1 applies as if "thirty working days" were substituted for "twenty working days"
(b) the seller is to send a copy of the contract to the nominated person as required by section 8B(3), and
(c) if the nominated person serves notice under section 8B(4):
(i) the seller is to give the buyer a copy of the notice, and
(ii) condition 10.2 is to apply as if the contract had been rescinded.

*The conditions in Part 2 do not apply unless expressly incorporated. See condition 1.1.4(b).

SPECIAL CONDITIONS

Click or tap here to enter text.

1. This contract incorporates the Standard Commercial Property Conditions (Second Edition).
2. The property is sold with vacant possession
3. The Property is sold subject to and with the benefit of all rights, easements, privileges, and appurtenances benefiting the Property, whether public or private, and whether constituted in the title of the Property or otherwise, and all matters contained or referred to in the registers of title save for financial charges.
4. The sale of WA632809 is subject to a transfer of the passageway out of the title in the draft form annexed to this contract.
5. The Buyer shall, in the transfer, covenant with the Seller to observe and comply with all covenants and to fully and effectually indemnify the Seller against any future breach or non-observance.
6. The Property is sold subject to the Incumbrances on the Property and the Buyer will raise no requisitions on them.
7. The Buyer hereby confirms that they have inspected the Property and have entered into this Contract on the basis of such inspection and not in reliance on any representation warranty or statements written or implied made by or on behalf of the Seller except the Seller's Solicitor's written replies to any pre-contract enquiries.
8. In the event of the Seller's solicitors serving a notice to complete under the terms of this contract the Buyer shall pay to the Seller's solicitors the sum of £150.00 plus VAT towards the cost of preparing and serving such notice.
9. The Seller's solicitors shall be entitled to retain all the documentation until all sums due under the terms of this contract including, but not limited to, interest have been paid to them in full.
10. The Buyer shall on completion reimburse the Seller an amount of £326.10 in respect of the water and local searches for the property.
11. The Property is sold subject to the following matters:
 - 11.1 all local land charges whether registered or not before the date of the auction and all matters capable of registration as local land charges whether or not actually so registered
 - 11.2 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 the auction
 - 11.3 all actual or proposed charges notices orders restrictions agreements conditions contraventions or other matters arising under the enactments relating to town and country planning and environmental law
 - 11.4 all easements quasi-easements rights exceptions or other similar matters whether or not apparent on inspection or disclosed in the Particulars or in any of the documents referred to in these Conditions

[insert alternative account holder]

Click or tap here to enter text.

Notices may be sent to:

Seller's Conveyancer's name:JPL Solicitors Limited

Fax number:*01686 626453

E-mail address:*oliver@josephpropertylaw.com

Buyer's Conveyancer's name:

Fax number:*

E-mail address:*

*Adding a fax number authorises service by fax and an e-mail address authorises service by e-mail: see condition 1.3.3

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**Standard Commercial Property Conditions
SCPC**

2.2018

5065153

3rd Edition - 2018 Revision

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.

Enter the overseas entity ID issued by Companies House for the transferor pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

	<p>1 Title number(s) out of which the property is transferred:</p> <p>WA703176</p>
	<p>2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:</p>
	<p>3 Property:</p> <p>7 Berriew Street, Welshpool, SY21 7SQ</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: Edged Red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
	<p>4 Date:</p>
	<p>5 Transferor:</p> <p>Ben Trevor Williams</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 entities</u> (a) Territory of incorporation or formation:</p> <p>(b) Overseas entity ID issued by Companies House, including any prefix:</p> <p>(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:</p>

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.

Enter the overseas entity ID issued by Companies House for the transferee pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

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 email 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.

	<p>6 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 entities</u> (a) Territory of incorporation or formation:</p> <p>(b) Overseas entity ID issued by Companies House, including any prefix:</p> <p>(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:</p>
	<p>7 Transferee's intended address(es) for service for entry in the register:</p> <p>7 Berriew Street, Welshpool, SY21 7SQ</p>
	<p>8 The transferor transfers the property to the transferee</p>
	<p>9 Consideration</p> <p><input 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>
	<p>10 The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p>

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.

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.

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.

11 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares
- they are to hold the property on trust:

12 Additional provisions

Definitions

Rights granted for the benefit of the property

Rights reserved for the benefit of other land

Include words of covenant.

Restrictive covenants by the transferee

Include words of covenant.

Restrictive covenants by the transferor

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

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

Ben Trevor Williams:.....

in the presence of:-

Signature of witness:.....

Name (in BLOCK CAPITALS):.....

Address:
.....
.....

Signed as a deed by

.....

in the presence of:-

Signature of witness:.....

Name (in BLOCK CAPITALS):.....

Address:
.....
.....

Signed as a deed by

.....

in the presence of:-

Signature of witness:.....

Name (in BLOCK CAPITALS):.....

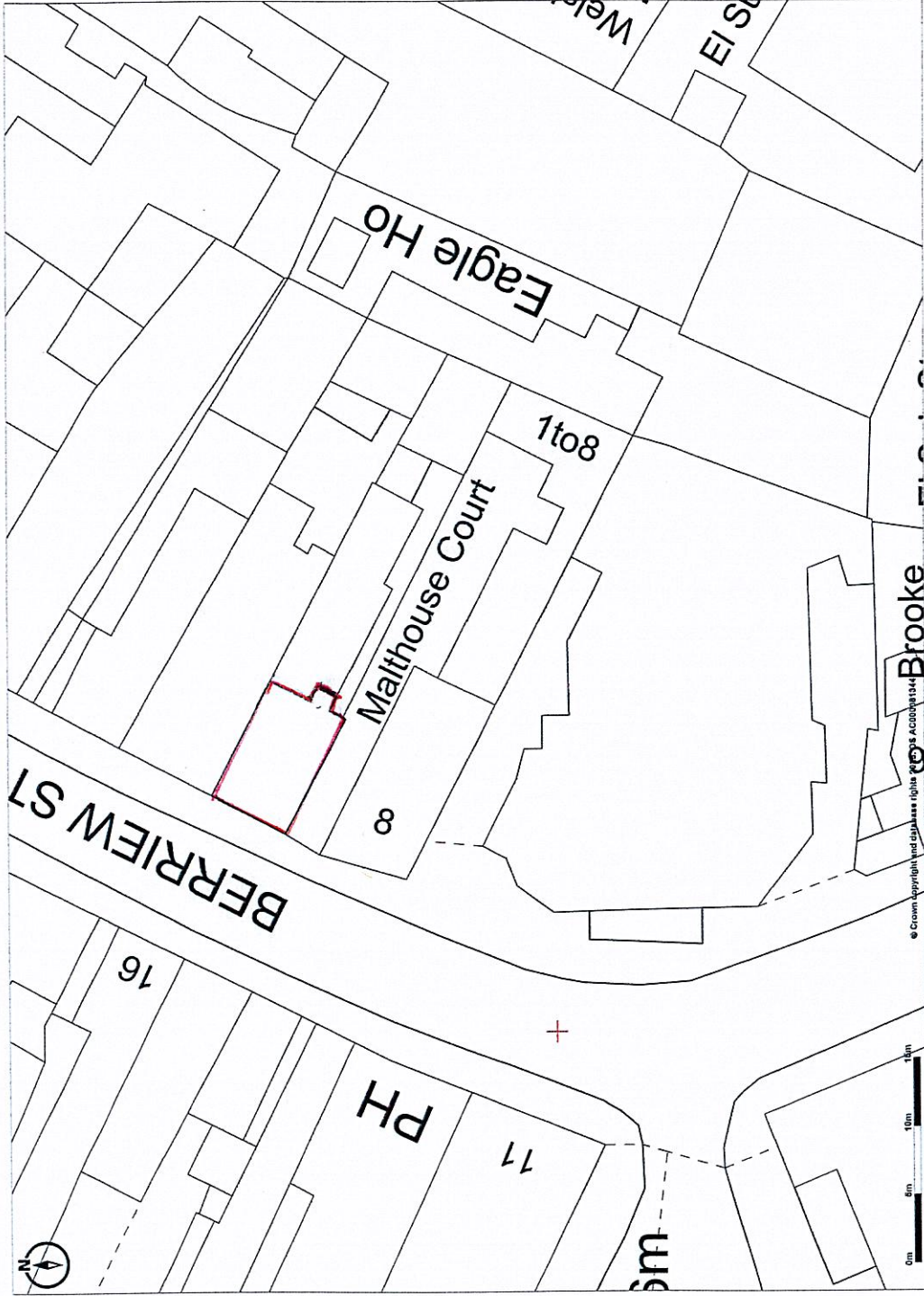
Address:
.....
.....

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.



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Plotted Scale - 1:500. Paper Size - A4

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Brooke

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.

Mae'r copi swyddogol electronig o'r gofrestr yn dilyn y neges hon.

Sylwch mai hwn yw'r unig gopi swyddogol a ddarparwn. Ni fyddwn yn darparu copi swyddogol papur.



Official copy
of register of
title
Copi
swyddogol o
gofrestr teitl

Title number / Rhif teitl
WA703176

Edition date / Dyddiad yr
argraffiad 06.04.2016

- This official copy shows the entries on the register of title on 21 JAN 2025 at 15:02:23.
- 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 21 Jan 2025.
- 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, Wales Office.
- Mae'r copi swyddogol hwn yn dangos y cofnodion yn y gofrestr teitl ar 21 IONAWR 2025 am 15:02:23.
- Rhaid dyfynnu'r dyddiad hwn fel y "dyddiad y chwilir ohono" mewn unrhyw gais am chwiliad swyddogol sy'n seiliedig ar y copi hwn.
- Y dyddiad ar ddechrau cofnod yw'r dyddiad y gwnaethpwyd y cofnod yn y gofrestr.
- Cyhoeddwyd ar 21 Ionawr 2025.
- Dan adran 67 Deddf Cofrestru Tir 2002, mae'r copi hwn yn dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol.
- Gweinyddir y teitl hwn gan Gofrestrfa Tir EF Swyddfa Cymru.

A: Property Register / Cofrestr Eiddo

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

Mae'r gofrestr hon yn disgrifio'r tir a'r ystad a gynhwysir yn y teitl.

POWYS

- 1 (14.02.1994) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 7 Berriew Street, Welshpool (SY21 7SQ).
- 2 (14.02.1994) The land has the benefit of the rights granted by but is subject as mentioned in a Conveyance of the land in this title dated 5 September 1887 made between (1) Elizabeth Morris (2) Charles Jones and (3) Charles Thomas Pugh in the following terms:-

"Together with full right and liberty of the said Charles Thomas Pugh his heirs and assigns Owner and Owners for the time being of the hereditaments hereinbefore described and his and their tenants and servants and all other persons authorized in that behalf by him or them from time to time and at all times hereafter at his and their Will and pleasure for all purposes connected with the use and enjoyment of the said hereditaments and premises to pass and repass with or without horses cattle and other animals Carts and other Conveyances in along and over the passage yard and roadway adjoining the said hereditaments and the sight and course whereof are shown in the said plan and therein coloured brown

A: Property Register continued / Parhad o'r gofrestr eiddo

subject to such enjoyment and right of light by the Owners and occupiers for the time being of the adjoining hereditaments now in the occupation of the said William Farmer as are now enjoyed with the last mentioned hereditaments"

NOTE: Copy plan filed.

- 3 (05.04.2016) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered CYM676831 in green on the title plan dated 23 March 2016 made between (1) Ben Trevor Williams and (2) Karen Janet Riffel but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy filed under CYM676831.

B: Proprietorship Register / Cofrestr Perchnogaeth

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

Mae'r gofrestr hon yn nodi'r math o deitl ac yn enwi'r perchennog. Mae'n cynnwys unrhyw gofnodion sy'n effeithio ar yr hawl i waredu.

Title absolute/Teitl llwyr

- 1 (14.05.2014) PROPRIETOR: BEN TREVOR WILLIAMS of 7 Berriew Street, Welshpool SY21 7SQ.

C: Charges Register / Cofrestr Arwystlon

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

Mae'r gofrestr hon yn cynnwys unrhyw arwystlon a materion eraill sy'n effeithio ar y tir.

- 1 (05.04.2016) Option to purchase in favour of Karen Janet Riffel contained in a Agreement dated 23 March 2016 made between (1) Ben Trevor Williams and (2) Karen Janet Riffel which will subsist for 5 years from 1 September 2016.

NOTE: Copy filed.

End of register / Diwedd y gofrestr

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

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

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 21 January 2025 shows the state of this title plan on 21 January 2025 at 15:02:26. 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 between the same points on the ground.

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

Dyma'r nodiadau y cyfeirir atynt ar y copi swyddogol canlynol.

Mae'r copi swyddogol electronig o'r cynllun teitl yn dilyn y neges hon.

Sylwch mai hwn yw'r unig gopi swyddogol a ddarparwn. Ni fyddwn yn darparu copi swyddogol papur.

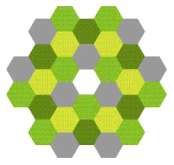
Anfonwyd y copi swyddogol hwn yn electronig a phan gaiff ei argraffu ni fydd wrth raddfa. Gallwch gael copi swyddogol papur trwy archebu un o Gofrestrfa Tir EF.

Mae'r copi swyddogol hwn a gyhoeddir ar 21 Ionawr 2025 yn dangos sefyllfa'r cynllun teitl hwn ar 21 Ionawr 2025 am 15:02:26. Mae'n dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol (adran 67 Deddf Cofrestru Tir 2002). Mae'r cynllun teitl hwn yn dangos safle cyffredinol, nid union linell, y terfynau. Gall fod gwyriadau yn y raddfa. Mae'n bosibl na fydd mesuriadau wedi eu graddio o'r cynllun hwn yn cyfateb â mesuriadau rhwng yr un pwyntiau ar y llawr. Gweinyddir y teitl hwn gan Gofrestrfa Tir EF Swyddfa Cymru.

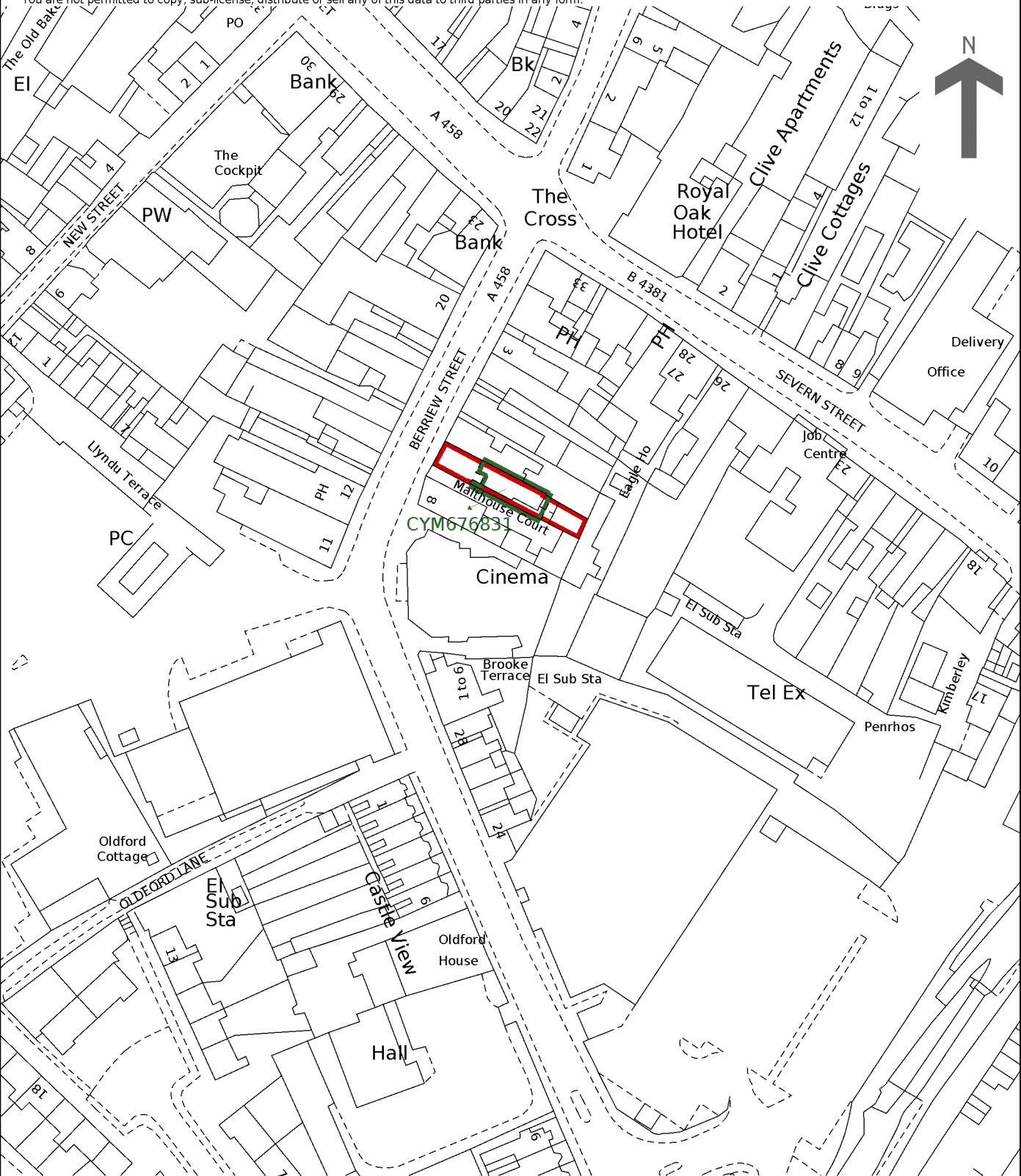
HM Land Registry

Official copy of title plan

Title number **WA703176**
Ordnance Survey map reference **SJ2207SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Powys**



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The electronic official copy of the title plan follows this message.

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

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This official copy is issued on 27 January 2025 shows the state of this title plan on 27 January 2025 at 10:27:13. 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 between the same points on the ground.

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

Dyma'r nodiadau y cyfeirir atynt ar y copi swyddogol canlynol.

Mae'r copi swyddogol electronig o'r cynllun teitl yn dilyn y neges hon.

Sylwch mai hwn yw'r unig gopi swyddogol a ddarparwn. Ni fyddwn yn darparu copi swyddogol papur.

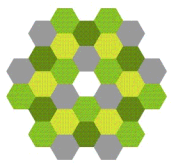
Anfonwyd y copi swyddogol hwn yn electronig a phan gaiff ei argraffu ni fydd wrth raddfa. Gallwch gael copi swyddogol papur trwy archebu un o Gofrestrfa Tir EF.

Mae'r copi swyddogol hwn a gyhoeddir ar 27 Ionawr 2025 yn dangos sefyllfa'r cynllun teitl hwn ar 27 Ionawr 2025 am 10:27:13. Mae'n dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol (adran 67 Deddf Cofrestru Tir 2002). Mae'r cynllun teitl hwn yn dangos safle cyffredinol, nid union linell, y terfynau. Gall fod gwyriadau yn y raddfa. Mae'n bosibl na fydd mesuriadau wedi eu graddio o'r cynllun hwn yn cyfateb â mesuriadau rhwng yr un pwyntiau ar y llawr. Gweinyddir y teitl hwn gan Gofrestrfa Tir EF Swyddfa Cymru.

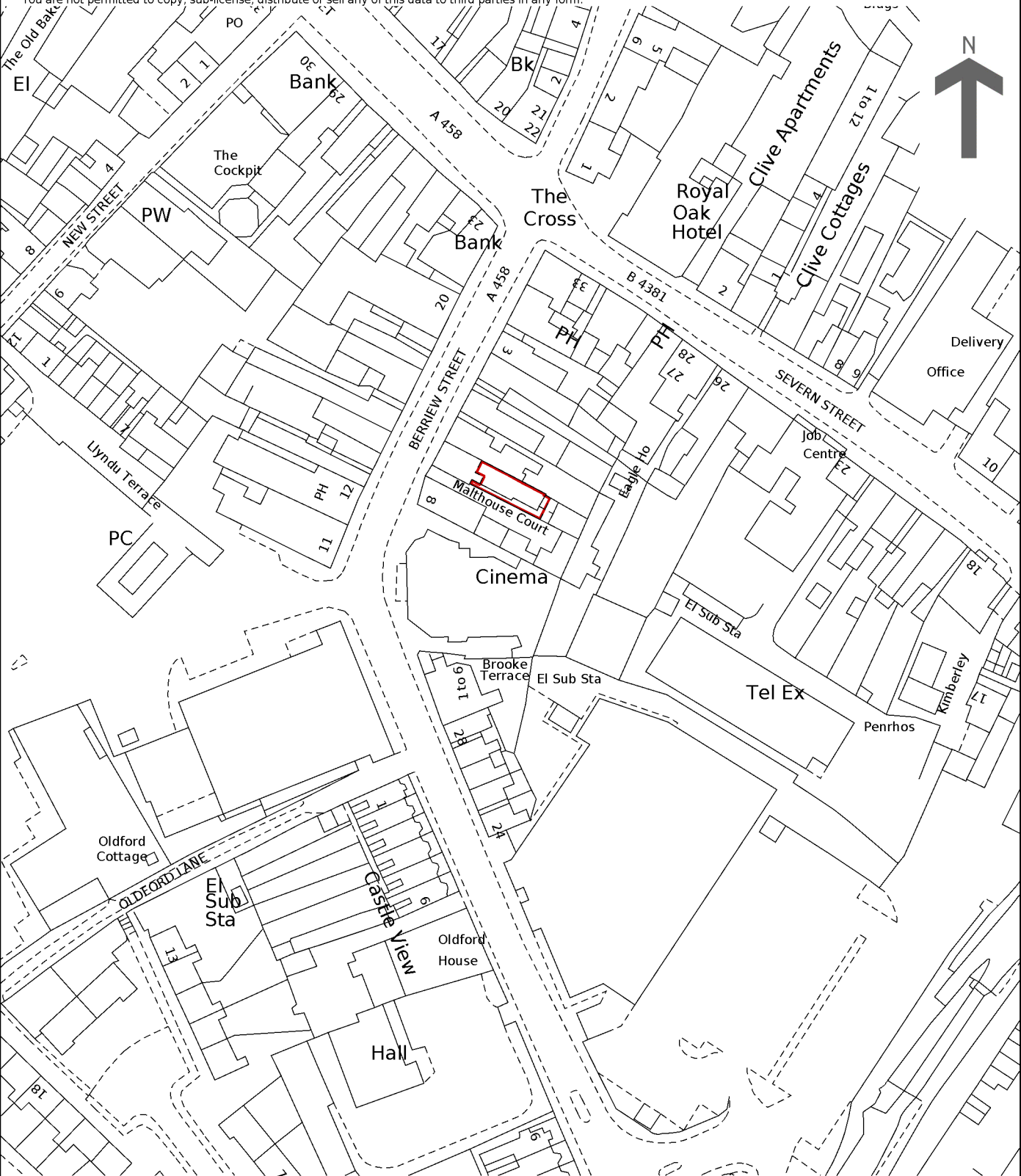
HM Land Registry

Official copy of title plan

Title number **CYM676831**
Ordnance Survey map reference **SJ2207SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Powys**



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These are the notes referred to on the following official copy

Title Number CYM676831

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

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

Land Registry

Transfer of part of registered title(s)

TP1

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.

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.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with 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.

	<p>1 Title number(s) out of which the property is transferred:</p> <p>WA703176</p>
	<p>2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:</p> <p>CYM4979</p>
	<p>3 Property:</p> <p>7A Berriew Street, Welshpool, Powys SY21 7SQ</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan marked number 1 and shown: edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
	<p>4 Date: 23rd of March 2016</p>
	<p>5 Transferor:</p> <p>Ben Trevor Williams</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 England and Wales including any prefix:</p>
	<p>6 Transferee for entry in the register:</p> <p>Karen Janet Riffel</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 England and Wales 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.

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.

7 Transferee's intended address(es) for service for entry in the register:

25 Kerrison Drive, Welshpool, Powys SY21 7UW

8 The transferor transfers the property to the transferee

9 Consideration

The transferor has received from the transferee for the property the following sum (in words and figures):

Fifty Eight Thousand Pounds (£58,000.00)

The transfer is not for money or anything that has a monetary value

Insert other receipt as appropriate:

10 The transferor transfers with

full title guarantee

limited title guarantee

11 Declaration of trust. The transferee is more than one person and

they are to hold the property on trust for themselves as joint tenants

they are to hold the property on trust for themselves as tenants in common in equal shares

they are to hold the property on trust:

12 Additional provisions

Definitions and Interpretation

In this deed and unless the context otherwise requires:

8 Berriew Street: means 8 Berriew Street, Welshpool, Powys SY21 7SQ registered at the Land Registry under title number CYM4979 which property is owned by the Transferor and Susan Ruth Williams

Access Passageway : means the passageway on 8 Berriew Street in the position approximately shown coloured green on plan number 2

Competent Authority : means any local or other public or competent authority or government department or court of competent jurisdiction or any other body exercising powers under statute or by Royal Charter or any utility service or supply company

Documents : means the registers of title number WA703176 excluding any financial charges securing monies repayable by

the Transferor

Expert : means a chartered surveyor with not less than ten years relevant experience appointed in accordance with the schedule of this deed headed "Disputes"

Plan Number 1: means the plan marked number 1 annexed to this Deed

Plan Number 2: means the plan marked number 2 annexed to this Deed

Requisite Consents : means such permissions consents approvals licences certificates permits or requirements whether of a public or private nature in legally effectual form

Retained Land: means all that remaining land at 7 Berriew Street, Welshpool, Powys as comprised within title number WA703176 but excluding the Property

Services: means the disposal of foul and surface water and the supply of water, electricity and telecommunications and any other normal domestic services

Service Installations : means drains channels sewers soakaways pipes watercourses gutters downspouts wires cables fibres ducts flues conduits and other service conducting media (and any equipment apparatus and works appurtenant thereto)

the expressions "Transferor" and "Transferee" shall in each case include their respective successors in title the owner or owners from time to time of the Retained Land and the Property respectively and each and every part of the Retained Land and the Property respectively by and against whom this deed shall be enforceable as if they had been originally named as parties

the expressions "Property" "Retained Land" and "8 Berriew Street" shall in each case include each and every part thereof and the buildings and other structures erected or to be erected thereon

an obligation not to do an act or thing includes an obligation not to authorise permit allow or suffer that act or thing to be done by any other person

where any party comprises more than one person the obligations and liabilities of that party under this deed shall be joint and several obligations and liabilities of those persons

any reference to a specific statute or statutory instrument shall unless otherwise stated be construed as including a reference to any statutory extension or modification amendment or re-enactment of such statute or statutory instrument and any and all regulations orders or directives made or issued under such statute or statutory instrument or deriving validity therefrom and any general reference to "statute" or "statutes" includes any regulations orders or directives made or issued under such statute or statutes or deriving validity therefrom

words importing one gender shall be construed as importing any other gender

words importing the singular shall be construed as importing the plural and vice versa

words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa

the clause and schedule headings do not form part of this deed and shall not be taken into account in its construction or interpretation

any reference to a clause sub-clause paragraph sub-paragraph or schedule is to one in this deed so numbered unless otherwise stated

Rights Granted by the Transferor and Susan Ruth Williams in respect of 8 Berriew Street

The right for the Transferee and the Transferee's successors in title in common (where applicable) with the Transferor and Susan Ruth Williams the Transferor's and Susan Ruth Williams' successors in title and all others so entitled or authorised over 8 Berriew Street :

1. to pass and repass over and along the Access Passageway to and from the Property from and to the public highway in Berriew Street at all times on foot only
2. of free and uninterrupted passage and running of Services to and from the Property into and through the Service Installations serving the Property which are now or may be laid in through upon or under 8 Berriew Street subject to the Transferee being responsible (jointly with other users where applicable) for the maintenance repair and renewal of such Service Installations where not maintainable at the public expense and to the payment of a fair proportion of the cost and expense of keeping such Service Installations in good repair and condition such proportion in the case of dispute to be determined by the Expert
3. to enter into and upon so much of 8 Berriew Street as is reasonably necessary (and for so long as is reasonably necessary remain on 8 Berriew Street) to inspect clean maintain repair replace and renew :
 - 3.1 the Service Installations which serve the Property (where not maintained at the public expense)
 - 3.2 those parts of the Property to be maintained by the Transferee which abut or adjoin 8 Berriew Street.
4. of support for the Property from any adjoining land which forms part of 8 Berriew Street
5. upon giving 7 days previous written notice to the Transferor and Susan Ruth Williams or their successors in title as owners or occupiers for the time being of 8 Berriew Street to dig up and excavate such part of the Access Passageway shown coloured green and orange on plan number 2 that may be necessary to lay a new electrical cable to the Property provided that the Transferee must cause no unnecessary damage to 8 Berriew Street in the exercise of this right and must make good any damage caused. Before commencing work the Transferee must produce to the Transferor and Susan Ruth Williams

copies of all necessary requisite consents from the competent authority.

Rights Granted in respect of the Property

The right for the Transferee and the Transferee's successors in title in common (where applicable) with the Transferor the Transferor's successors in title and all others so entitled or authorised:

1. of free and uninterrupted passage and running of Services to and from the Property into and through the Service Installations serving the Property which are now or may be laid in through upon or under the Retained Land subject to the Transferee being responsible (jointly with other users where applicable) for the maintenance repair and renewal of such Service Installations where not maintainable at the public expense and to the payment of a fair proportion of the cost and expense of keeping such Service Installations in good repair and condition such proportion in the case of dispute to be determined by the Expert

2. to enter into and upon so much of the Retained Land as is reasonably necessary (and for so long as is reasonably necessary remain on the Retained Land) to inspect clean maintain repair replace and renew :

2.1 the Service Installations which serve the Property (where not maintained at the public expense)

2.2 those parts of the Property to be maintained by the Transferee which abut or adjoin the Retained Land.

3. of support for the Property from any adjoining land which forms part of the Retained Land.

Rights Reserved for the Retained Land

Except and Reserving to the Transferor and the Transferor's successors in title and all others so authorised or entitled for the benefit of the Retained Land the right :

1. of free and uninterrupted passage and running of Services to and from the Retained Land into and through the Service Installations serving the Retained Land which are now or may be laid in through upon or under the Property

2. to enter into and upon so much of the Property as is reasonably necessary (and for so long as is reasonably necessary remain on the Property):

2.1 to construct and lay Service Installations in through upon or under the Property for the provision of Services to the Retained Land (and if required to connect any such Service Installations to any Service Installations which are now or may be laid in through upon or under the Property) and to alter enlarge or upgrade any Service Installations which are now or may be laid in through upon or under the Property

2.2 to inspect clean maintain repair replace renew and remove:

2.2.1 the Service Installations which serve the Retained Land

2.2.2 those parts of the Retained Land to be maintained (if any) by the Transferor which abut or adjoin the Property

2.3 to comply with the requirements of any Competent Authority relating to the Retained Land the Service Installations serving the Retained Land and/or the provision of Services to the Retained Land

and the Transferee acknowledges the right of the Transferor to authorise any Competent Authority (for the benefit (where applicable) of its undertaking and each and every part) to enter the Property for the purpose of exercising the rights reserved in this schedule relating to the provision of any Services to the Retained Land to the same extent as if the same had been expressly reserved in favour of any such Competent Authority

3. to confirm the rights reserved in this schedule relating to the provision of any Services to the Retained Land to any Competent Authority (for the benefit (where applicable) of its undertaking and each and every part) by agreement licence wayleave and/or deed of grant and the Transferee shall if required grant and confirm (free of consideration) to any Competent Authority such rights by agreement licence wayleave and/or deed of grant

4. of support for the Retained Land from any adjoining land which forms part of the Property

5. to pass and re-pass over or along the walkway on foot only on the Property shown in the approximate position coloured yellow on Plan Number 2 for the purposes of access to and egress from the storage area at the rear of the Property which remains in the ownership of the Transferor.

Covenants by the Transferee

The Transferee for the Transferee and the Transferee's successors in title for the protection and benefit of the Retained Land and with the intention of binding the Property hereby covenants with the Transferor :

1. not to do any act or thing in on or in respect of the Property in contravention of the enactments relating to Town and Country Planning (including without limitation the conditions of any planning permission relating to the Property) or environmental law

2. not to do or neglect to do on or in any part of the Property any act or thing which shall be or become a nuisance damage or injury to the Transferor or to the owners or occupiers of the Retained Land or which shall diminish or tend to diminish the value of the Retained Land

3. not to do any act or thing in on or in respect of the Property or the Retained Land or 8 Berriew Street which may cause damage to or interference with the Service Installations serving the Retained Land or 8 Berriew Street or which might affect their proper and efficient operation or which may otherwise interfere with the exercise by the Transferor of all or any of the rights reserved in this deed

Additional Provisions (Matters Affecting)

The Property is transferred subject to:

1. all easements quasi easements rights privileges and other similar matters now affecting the Property
2. the matters contained or referred to in the Documents in so far as such matters are still subsisting and capable of taking effect and affect the Property

Disputes

1 All disputes differences and questions which arise between the parties concerning or in connection with this deed shall be referred to the Expert for determination the Expert being appointed jointly by the parties or in default by the President (or other acting senior officer on his behalf) from time to time of the Royal Institution of Chartered Surveyors on the application of either party

2 The Expert shall act as an expert and not as an arbitrator and his decision will be final and binding on the parties (save in respect of manifest error)

3 The Expert will consider all written representations made on behalf of the parties which are delivered to him within such period or periods as he stipulates (having regard to the parties' wish for a quick determination)

4. The Expert shall be entitled to obtain opinions from others if he so wishes

5 The Expert will be instructed to use all reasonable endeavours to give his decision as speedily as possible

6 If the Expert dies or refuses or is unable to act the procedure for appointment will be repeated as often as necessary

7 The Expert's fees and the costs of his appointment will be payable by the parties in such proportions as he determines or in default of such determination equally between them

8 If the Expert is ready to make his determination but is unwilling to do so due to the failure of one party to pay its share of the costs in connection with the determination the other party may serve upon the party in default a notice requiring the party in default to pay such costs within 10 working days and if the party in default fails to comply with the notice the other party may pay to the Expert the costs payable by the party in default and any amount so paid by the other party shall be a debt due forthwith from the party in default to the other party together with interest at the rate of 2% above the base lending rate from time to time of HSBC Bank plc

Agreement and Declaration

It is hereby agreed and declared that :

1. nothing herein contained shall operate to impose any restriction on the manner in which the Transferor may deal with

the whole or any part of the Retained Land

2. the Transferee shall not be entitled to any right or easement of light or air or any other right or easement which would or might in any way restrict interfere with or prejudicially affect the free use of any part of the Retained Land for building or for any other purpose (but this clause shall not derogate from the rights specifically granted to the Transferee in this deed)

3. the terms and effects of Section 62 of the Law of Property Act 1925 are expressly excluded from this deed in relation to any easements rights privileges or advantages that may have been enjoyed in any way by the Property over or in respect of the Retained Land

4. the rights granted and reserved in this deed may be exercised (acting reasonably) with workmen agents and others and with all required equipment machinery plant apparatus and vehicles subject to the parties exercising such rights causing as little inconvenience nuisance or annoyance as reasonably possible causing as little damage as reasonably possible making good any damage caused and paying compensation for any damage caused and not made good (and any dispute in this respect shall be referred to the Expert for determination) and subject in respect of any right of entry (as distinct from the right to pass and repass over and along the Access Passageway generally) to the giving of reasonable notice (save where otherwise specified in this Deed) and entering only at reasonable times (except in the case of emergency when such rights may be exercised without notice and at any time)

5. any boundary structure surrounding the Property and the Retained Land shall be a party structure and be repairable as such

~~**Release and Extinguishment of Easements on Title Numbers WA703176 and CYM4979**~~

For the purposes of this paragraph of this Deed only:

The Grantors: means Ben Trevor Williams and Susan Ruth Williams the registered proprietors of title number CYM4979

The Releasor: means Ben Trevor Williams the registered proprietor of title number WA703176

The Grantors Land: means the land comprised in title number CYM4979

The Releasor's Land: means the land comprised in title number WA703176

The Rights: means the right granted for the benefit of the Releasor's Land referred to in entry number 2 of the Proprietorship register of the Releasor's Land granted by a conveyance dated 5th September 1887 made between (1) Elizabeth Morris (2) Charles Jones and (3) Charles Thomas Pugh and described as:

"...together with full right and liberty of the said Charles Thomas Pugh his heirs and assigns owner and owners for the time being of the hereditaments hereinbefore described and his and their tenants and servants and all other persons authorised

BTW
SRW

SW
SLO

~~in that behalf by him or them from time to time and at all times hereafter at his and their Will and pleasure for all purposes connected with the use and enjoyment of the said hereditaments and premises to pass and re-pass with or without horses, cattle and other animals carts and other conveyances in and along and over the passage yard and roadway adjoining the said hereditaments and the site and cause whereof are shown in the said plan and therein coloured brown...."~~

together with the rights reserved by a conveyance dated 27th October 2000 made between (1) Morgan Commercial and Industrial Developments Limited and (2) Mary Elizabeth Roberts referred to in entry number 2 of the Charges Register of the Grantors Land for the benefit of the Releasors Land defined as "...subject to the rights of the owners and occupiers of number 7 Berriew Street of a right of way on foot along the passageway coloured yellow between the points marked "X" and "Y" on the said plan..."

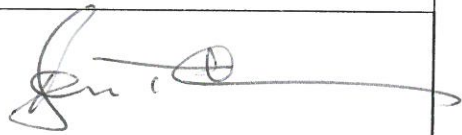
1. In consideration of £1.00 receipt of which is acknowledged the Releasor releases the right to the Grantor with full title guarantee to the intent that the right shall be extinguished from the date of this release

2. the Releasor and the Grantor apply to cancel all reference to the rights released and extinguished by this release in the registered title of the Grantors Land and the registered title of the Releasors Land

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.

13 Execution

Signed as a Deed by the said **BEN TREVOR WILLIAMS** in the presence of:



Signature *DAEvans*
Name *D. A EVANS*
Occupation *Housewife*
Address *13. Ceirwy Close*
..... *Chirk*
.....

Signed as a Deed by the said **SUSAN RUTH WILLIAMS** in the presence of:

Susan R. Williams

Signature *DAEvans*
Name
Occupation
Address
..... *AS above*
.....

Signed as a Deed by the said
KAREN JANET RIFFEL
in the presence of:

Signature

Name

Occupation

Address

.....

.....

WARNING

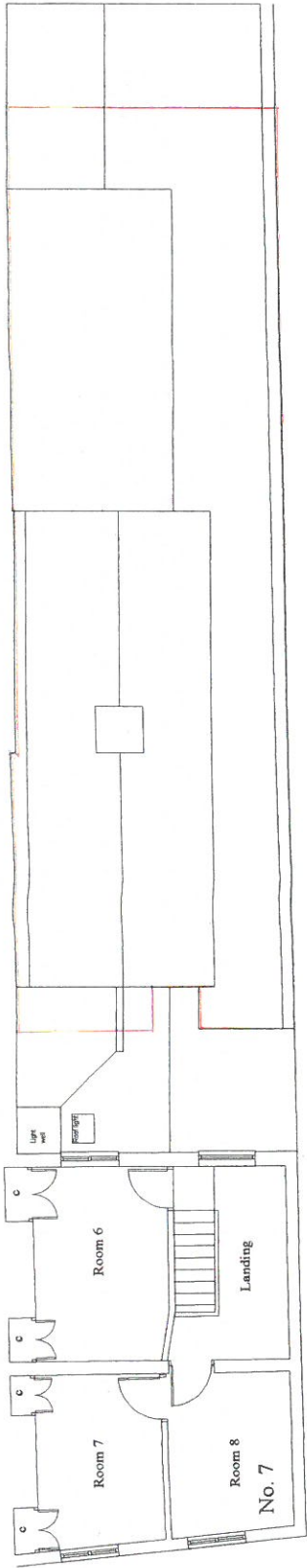
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud 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.

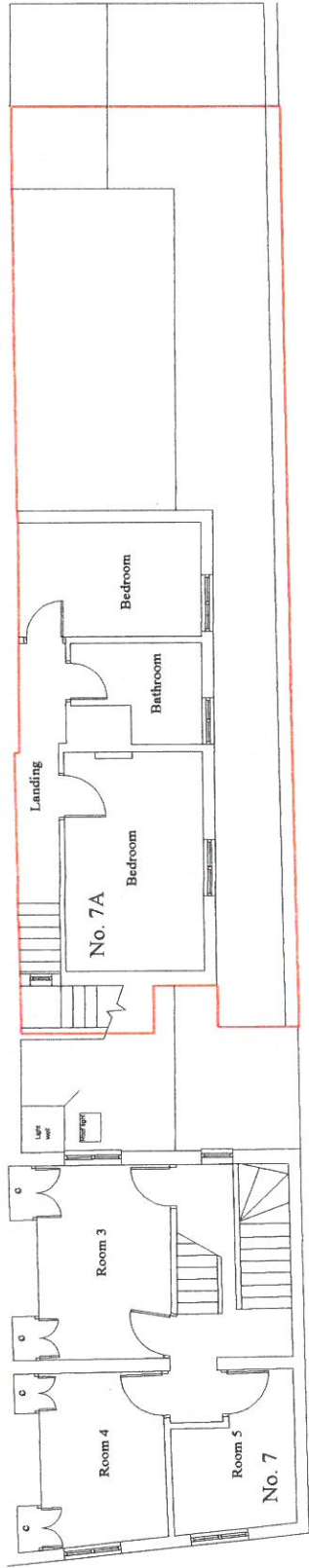
Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply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

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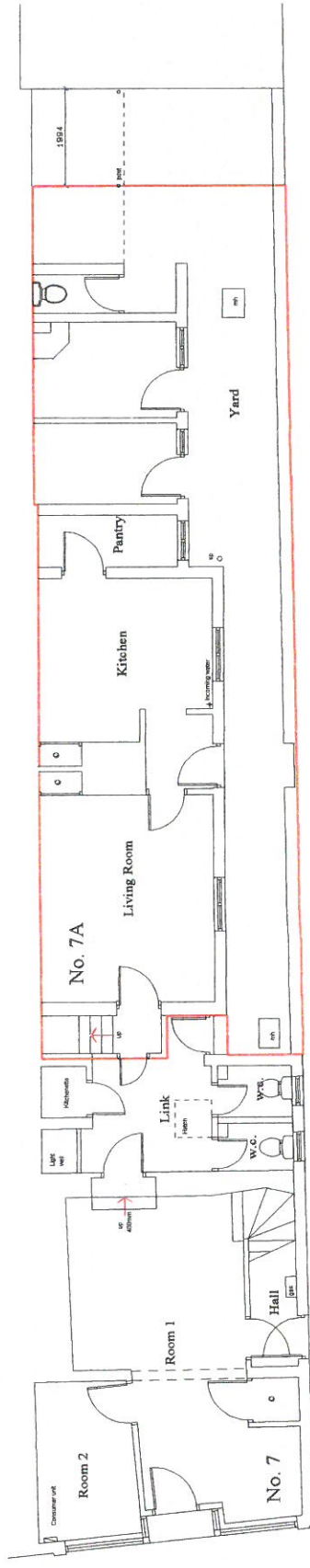
PLAN NUMBER 1



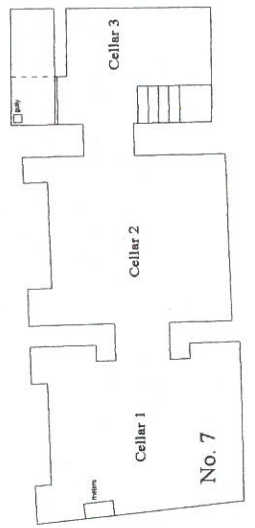
Second Floor



First Floor



Ground Floor



Cellar

Guan R. Williams



REV A. Red line added. March 2016

PHILIP HUMPHREYS ARCHITECTS
 Terry-Carril, Broad Street, MONTGOMERY, ST15 9PH, TEL/FAX: 01686 68873

7 Berriew Street, Walsbyool

Floor Plans

□ mvc.150 □ dsc February 2016 □ E2015/2A



ADMINISTRATIVE AREA POWYS

PLAN NUMBER 2.



Susan R. Williams

Land Registry
Transfer of part of registered title(s)

TP1

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.

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.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with 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: WA703176
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: CYM4979
3	Property: 7A Berriew Street, Welshpool, Powys SY21 7SQ The property is identified <input checked="" type="checkbox"/> on the attached plan marked number 1 and shown: edged red <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date: <i>23rd of March 2016</i>
5	Transferor: Ben Trevor Williams <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 England and Wales including any prefix:
6	Transferee for entry in the register: Karen Janet Riffel <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 England and Wales 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.

Complete as necessary.

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.

7	Transferee's intended address(es) for service for entry in the register: 25 Kerrison Drive, Welshpool, Powys SY21 7UW
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): Fifty Eight Thousand Pounds (£58,000.00) <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
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:
12	Additional provisions <u>Definitions and Interpretation</u> In this deed and unless the context otherwise requires: 8 Berriew Street: means 8 Berriew Street, Welshpool, Powys SY21 7SQ registered at the Land Registry under title number CYM4979 which property is owned by the Transferor and Susan Ruth Williams Access Passageway : means the passageway on 8 Berriew Street in the position approximately shown coloured green on plan number 2 Competent Authority : means any local or other public or competent authority or government department or court of competent jurisdiction or any other body exercising powers under statute or by Royal Charter or any utility service or supply company Documents : means the registers of title number WA703176 excluding any financial charges securing monies repayable by

the Transferor

Expert : means a chartered surveyor with not less than ten years relevant experience appointed in accordance with the schedule of this deed headed "Disputes"

Plan Number 1: means the plan marked number 1 annexed to this Deed

Plan Number 2: means the plan marked number 2 annexed to this Deed

Requisite Consents : means such permissions consents approvals licences certificates permits or requirements whether of a public or private nature in legally effectual form

Retained Land: means all that remaining land at 7 Berriew Street, Welshpool, Powys as comprised within title number WA703176 but excluding the Property

Services: means the disposal of foul and surface water and the supply of water, electricity and telecommunications and any other normal domestic services

Service Installations : means drains channels sewers soakaways pipes watercourses gutters downspouts wires cables fibres ducts flues conduits and other service conducting media (and any equipment apparatus and works appurtenant thereto)

the expressions "Transferor" and "Transferee" shall in each case include their respective successors in title the owner or owners from time to time of the Retained Land and the Property respectively and each and every part of the Retained Land and the Property respectively by and against whom this deed shall be enforceable as if they had been originally named as parties

the expressions "Property" "Retained Land" and "8 Berriew Street" shall in each case include each and every part thereof and the buildings and other structures erected or to be erected thereon

an obligation not to do an act or thing includes an obligation not to authorise permit allow or suffer that act or thing to be done by any other person

where any party comprises more than one person the obligations and liabilities of that party under this deed shall be joint and several obligations and liabilities of those persons

any reference to a specific statute or statutory instrument shall unless otherwise stated be construed as including a reference to any statutory extension or modification amendment or re-enactment of such statute or statutory instrument and any and all regulations orders or directives made or issued under such statute or statutory instrument or deriving validity therefrom and any general reference to "statute" or "statutes" includes any regulations orders or directives made or issued under such statute or statutes or deriving validity therefrom

words importing one gender shall be construed as importing any other gender

words importing the singular shall be construed as importing the plural and vice versa

words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa

the clause and schedule headings do not form part of this deed and shall not be taken into account in its construction or interpretation

any reference to a clause sub-clause paragraph sub-paragraph or schedule is to one in this deed so numbered unless otherwise stated

Rights Granted by the Transferor and Susan Ruth Williams in respect of 8 Berriew Street

The right for the Transferee and the Transferee's successors in title in common (where applicable) with the Transferor and Susan Ruth Williams the Transferor's and Susan Ruth Williams' successors in title and all others so entitled or authorised over 8 Berriew Street :

1. to pass and repass over and along the Access Passageway to and from the Property from and to the public highway in Berriew Street at all times on foot only
2. of free and uninterrupted passage and running of Services to and from the Property into and through the Service Installations serving the Property which are now or may be laid in through upon or under 8 Berriew Street subject to the Transferee being responsible (jointly with other users where applicable) for the maintenance repair and renewal of such Service Installations where not maintainable at the public expense and to the payment of a fair proportion of the cost and expense of keeping such Service Installations in good repair and condition such proportion in the case of dispute to be determined by the Expert
3. to enter into and upon so much of 8 Berriew Street as is reasonably necessary (and for so long as is reasonably necessary remain on 8 Berriew Street) to inspect clean maintain repair replace and renew :
 - 3.1 the Service Installations which serve the Property (where not maintained at the public expense)
 - 3.2 those parts of the Property to be maintained by the Transferee which abut or adjoin 8 Berriew Street.
4. of support for the Property from any adjoining land which forms part of 8 Berriew Street
5. upon giving 7 days previous written notice to the Transferor and Susan Ruth Williams or their successors in title as owners or occupiers for the time being of 8 Berriew Street to dig up and excavate such part of the Access Passageway shown coloured green and orange on plan number 2 that may be necessary to lay a new electrical cable to the Property provided that the Transferee must cause no unnecessary damage to 8 Berriew Street in the exercise of this right and must make good any damage caused. Before commencing work the Transferee must produce to the Transferor and Susan Ruth Williams

copies of all necessary requisite consents from the competent authority.

Rights Granted in respect of the Property

The right for the Transferee and the Transferee's successors in title in common (where applicable) with the Transferor the Transferor's successors in title and all others so entitled or authorised:

1. of free and uninterrupted passage and running of Services to and from the Property into and through the Service Installations serving the Property which are now or may be laid in through upon or under the Retained Land subject to the Transferee being responsible (jointly with other users where applicable) for the maintenance repair and renewal of such Service Installations where not maintainable at the public expense and to the payment of a fair proportion of the cost and expense of keeping such Service Installations in good repair and condition such proportion in the case of dispute to be determined by the Expert

2. to enter into and upon so much of the Retained Land as is reasonably necessary (and for so long as is reasonably necessary remain on the Retained Land) to inspect clean maintain repair replace and renew :

2.1 the Service Installations which serve the Property (where not maintained at the public expense)

2.2 those parts of the Property to be maintained by the Transferee which abut or adjoin the Retained Land.

3. of support for the Property from any adjoining land which forms part of the Retained Land.

Rights Reserved for the Retained Land

Except and Reserving to the Transferor and the Transferor's successors in title and all others so authorised or entitled for the benefit of the Retained Land the right :

1. of free and uninterrupted passage and running of Services to and from the Retained Land into and through the Service Installations serving the Retained Land which are now or may be laid in through upon or under the Property

2. to enter into and upon so much of the Property as is reasonably necessary (and for so long as is reasonably necessary remain on the Property):

2.1 to construct and lay Service Installations in through upon or under the Property for the provision of Services to the Retained Land (and if required to connect any such Service Installations to any Service Installations which are now or may be laid in through upon or under the Property) and to alter enlarge or upgrade any Service Installations which are now or may be laid in through upon or under the Property

2.2 to inspect clean maintain repair replace renew and remove:

2.2.1 the Service Installations which serve the Retained Land

2.2.2 those parts of the Retained Land to be maintained (if any) by the Transferor which abut or adjoin the Property

2.3 to comply with the requirements of any Competent Authority relating to the Retained Land the Service Installations serving the Retained Land and/or the provision of Services to the Retained Land

and the Transferee acknowledges the right of the Transferor to authorise any Competent Authority (for the benefit (where applicable) of its undertaking and each and every part) to enter the Property for the purpose of exercising the rights reserved in this schedule relating to the provision of any Services to the Retained Land to the same extent as if the same had been expressly reserved in favour of any such Competent Authority

3. to confirm the rights reserved in this schedule relating to the provision of any Services to the Retained Land to any Competent Authority (for the benefit (where applicable) of its undertaking and each and every part) by agreement licence wayleave and/or deed of grant and the Transferee shall if required grant and confirm (free of consideration) to any Competent Authority such rights by agreement licence wayleave and/or deed of grant

4. of support for the Retained Land from any adjoining land which forms part of the Property

5. to pass and re-pass over or along the walkway on foot only on the Property shown in the approximate position coloured yellow on Plan Number 2 for the purposes of access to and egress from the storage area at the rear of the Property which remains in the ownership of the Transferor.

Covenants by the Transferee

The Transferee for the Transferee and the Transferee's successors in title for the protection and benefit of the Retained Land and with the intention of binding the Property hereby covenants with the Transferor :

1. not to do any act or thing in on or in respect of the Property in contravention of the enactments relating to Town and Country Planning (including without limitation the conditions of any planning permission relating to the Property) or environmental law

2. not to do or neglect to do on or in any part of the Property any act or thing which shall be or become a nuisance damage or injury to the Transferor or to the owners or occupiers of the Retained Land or which shall diminish or tend to diminish the value of the Retained Land

3. not to do any act or thing in on or in respect of the Property or the Retained Land or 8 Berriew Street which may cause damage to or interference with the Service Installations serving the Retained Land or 8 Berriew Street or which might affect their proper and efficient operation or which may otherwise interfere with the exercise by the Transferor of all or any of the rights reserved in this deed

Additional Provisions (Matters Affecting)

The Property is transferred subject to:

1. all easements quasi easements rights privileges and other similar matters now affecting the Property
2. the matters contained or referred to in the Documents in so far as such matters are still subsisting and capable of taking effect and affect the Property

Disputes

1 All disputes differences and questions which arise between the parties concerning or in connection with this deed shall be referred to the Expert for determination the Expert being appointed jointly by the parties or in default by the President (or other acting senior officer on his behalf) from time to time of the Royal Institution of Chartered Surveyors on the application of either party

2 The Expert shall act as an expert and not as an arbitrator and his decision will be final and binding on the parties (save in respect of manifest error)

3 The Expert will consider all written representations made on behalf of the parties which are delivered to him within such period or periods as he stipulates (having regard to the parties' wish for a quick determination)

4. The Expert shall be entitled to obtain opinions from others if he so wishes

5 The Expert will be instructed to use all reasonable endeavours to give his decision as speedily as possible

6 If the Expert dies or refuses or is unable to act the procedure for appointment will be repeated as often as necessary

7 The Expert's fees and the costs of his appointment will be payable by the parties in such proportions as he determines or in default of such determination equally between them

8 If the Expert is ready to make his determination but is unwilling to do so due to the failure of one party to pay its share of the costs in connection with the determination the other party may serve upon the party in default a notice requiring the party in default to pay such costs within 10 working days and if the party in default fails to comply with the notice the other party may pay to the Expert the costs payable by the party in default and any amount so paid by the other party shall be a debt due forthwith from the party in default to the other party together with interest at the rate of 2% above the base lending rate from time to time of HSBC Bank plc

Agreement and Declaration

It is hereby agreed and declared that :

1. nothing herein contained shall operate to impose any restriction on the manner in which the Transferor may deal with

the whole or any part of the Retained Land

2. the Transferee shall not be entitled to any right or easement of light or air or any other right or easement which would or might in any way restrict interfere with or prejudicially affect the free use of any part of the Retained Land for building or for any other purpose (but this clause shall not derogate from the rights specifically granted to the Transferee in this deed)

3. the terms and effects of Section 62 of the Law of Property Act 1925 are expressly excluded from this deed in relation to any easements rights privileges or advantages that may have been enjoyed in any way by the Property over or in respect of the Retained Land

4. the rights granted and reserved in this deed may be exercised (acting reasonably) with workmen agents and others and with all required equipment machinery plant apparatus and vehicles subject to the parties exercising such rights causing as little inconvenience nuisance or annoyance as reasonably possible causing as little damage as reasonably possible making good any damage caused and paying compensation for any damage caused and not made good (and any dispute in this respect shall be referred to the Expert for determination) and subject in respect of any right of entry (as distinct from the right to pass and repass over and along the Access Passageway generally) to the giving of reasonable notice (save where otherwise specified in this Deed) and entering only at reasonable times (except in the case of emergency when such rights may be exercised without notice and at any time)

5. any boundary structure surrounding the Property and the Retained Land shall be a party structure and be repairable as such

Release and Extinguishment of Easements on Title Numbers WA703176 and CYM4979

For the purposes of this paragraph of this Deed only:

BM

The Grantors: means Ben Trevor Williams and Susan Ruth Williams the registered proprietors of title number CYM4979

The Releasor: means Ben Trevor Williams the registered proprietor of title number WA703176

The Grantors Land: means the land comprised in title number CYM4979

The Releasor's Land: means the land comprised in title number WA703176

The Rights: means the right granted for the benefit of the Releasor's Land referred to in entry number 2 of the Proprietorship register of the Releasor's Land granted by a conveyance dated 5th September 1887 made between (1) Elizabeth Morris (2) Charles Jones and (3) Charles Thomas Pugh and described as:

"...together with full right and liberty of the said Charles Thomas Pugh his heirs and assigns owner and owners for the time being of the hereditaments hereinbefore described and his and their tenants and servants and all other persons authorised

~~in that behalf by him or them from time to time and at all times hereafter at his and their Will and pleasure for all purposes connected with the use and enjoyment of the said hereditaments and premises to pass and re-pass with or without horses, cattle and other animals carts and other conveyances in and along and over the passage yard and roadway adjoining the said hereditaments and the site and cause whereof are shown in the said plan and therein coloured brown...."~~

TR

together with the rights reserved by a conveyance dated 27th October 2000 made between (1) Morgan Commercial and Industrial Developments Limited and (2) Mary Elizabeth Roberts referred to in entry number 2 of the Charges Register of the Grantors Land for the benefit of the Releasers Land defined as "...subject to the rights of the owners and occupiers of number 7 Berriew Street of a right of way on foot along the passageway coloured yellow between the points marked "X" and "Y" on the said plan..."

1. In consideration of £1.00 receipt of which is acknowledged the Releasor releases the right to the Grantor with full title guarantee to the intent that the right shall be extinguished from the date of this release

2. the Releasor and the Grantor apply to cancel all reference to the rights released and extinguished by this release in the registered title of the Grantors Land and the registered title of the Releasers Land

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.

13 Execution

Signed as a Deed by the said
BEN TREVOR WILLIAMS
in the presence of:

Signature
Name
Occupation
Address
.....
.....

Signed as a Deed by the said
SUSAN RUTH WILLIAMS
in the presence of:

Signature
Name
Occupation
Address
.....
.....

Signed as a Deed by the said
KAREN JANET RIFFEL
in the presence of:



Signature *J.D. Curry*
Name *Jonathan and Christine*
Occupation *Police*
Address *old bank chambers*
High Street Newtown
Wales
.....

WARNING

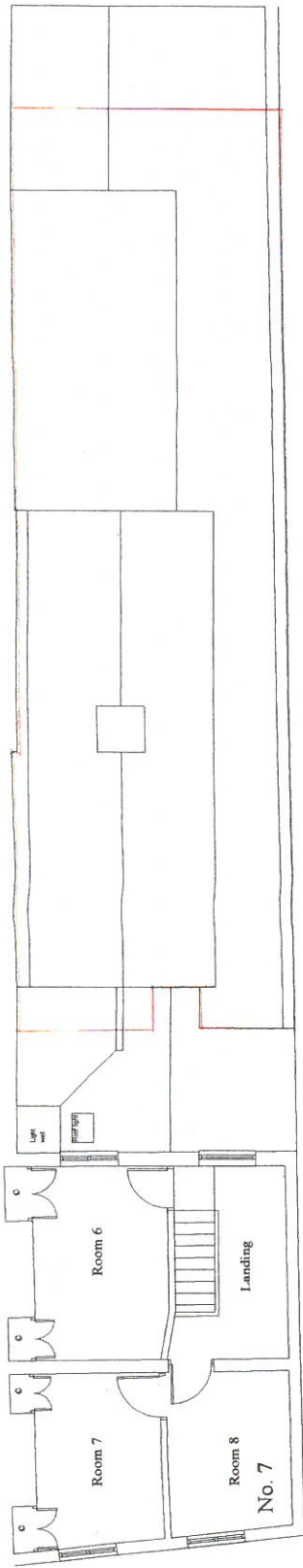
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud 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.

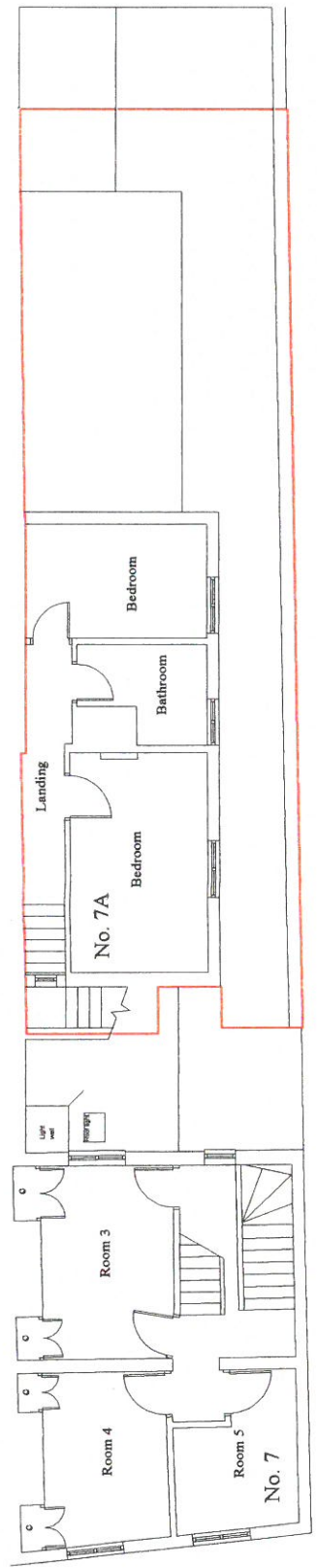
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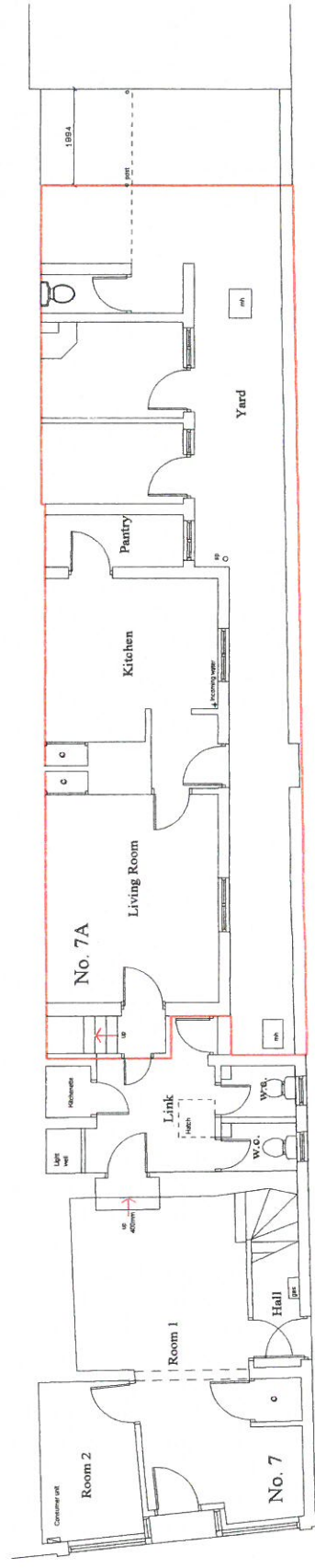
PLAN NUMBER 1



Second Floor

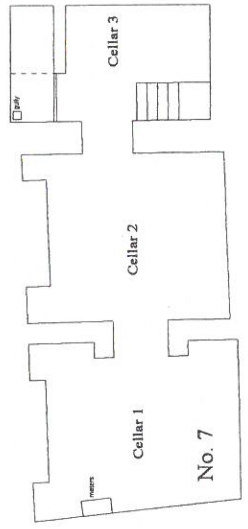


First Floor

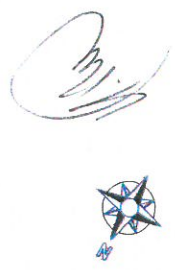


BERRIEW STREET

Ground Floor



Cellar



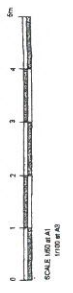
REV A. Red line added. March 2016

PHILIP HUMPHREYS ARCHITECTS
Ten-y-Castell, Broad Street, MONTGOMERY, SY15 6PH. Tel/Fax: 01684 68373

7 Berriew Street, Porthpool

Floor Plans

□ scale 1:50 □ date February 2016 □ 03/015/2A



ADMINISTRATIVE AREA POWYS

PLAN NUMBER 2.



Commercial Property Standard Enquiries

CPSE.7 (version 1.3) General short form pre-contract enquiries for all property transactions

Conditions

This document may be used free of charge subject to the Conditions set out in *GN/CPSE (version 3.3) Guidance notes on the Commercial Property Standard Enquiries*.

Particulars

Seller: Ben Trevor Williams

Buyer:

Property: 7 Berriew Street, Welshpool, SY21 7SQ

Transaction: Auction sale of 7 Berriew Street

Seller's solicitors: Joseph Property Law

Buyer's solicitors:

Date:

Interpretation

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

- **Buyer:** includes tenant and prospective tenant.
- **Conduits:** means the pipes, wires and cables through which utilities and other services are carried.
- **Property:** includes any part of it and all buildings and other structures on it.

- **Rights:** means any covenants, agreements, rights, restrictions, or informal arrangements of any kind (including any which are in the course of being acquired).
 - **SDLT:** includes Land Transaction Tax where the Property is in Wales, and references to HMRC include the Welsh Revenue Authority where relevant.
 - **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, partners, employees, consultants or other staff.
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.

Practical Law

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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?

Yes on sale off of the cottage number 7A at the rear of the property to K. Riffel

- 1.3 In relation to each of the Boundary Features:

- (a) Which of them have you maintained or regarded as your responsibility?
- (b) Which of them has someone else maintained or regarded as their responsibility?
- (c) Which of them have you treated as a party structure or jointly repaired or maintained with someone else?
- (d) Are there any agreements for their maintenance?
- (e) Are any of them subject to a party wall award or agreement?

Rear boundary belongs to 7A. Otherwise own.

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

Not aware of such

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

No

2. RIGHTS BENEFITING THE PROPERTY

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

Only as per title supplied

- 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 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

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

Front and front side entrances direct on to street. Rear side over 7A.

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

The owner of 7A is proposing to improve the rear access to give a direct much shorter route into the passageway directly opposite the side rear door.

3. ADVERSE RIGHTS AFFECTING THE PROPERTY

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

Not aware of any

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

There has been no complaint in respect of any such matter

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

Not aware of any

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

No

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

Only as in 2.5 above

4. PHYSICAL CONDITION

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

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

Buyer must rely on own survey

4.2 Is there any Green Deal Plan affecting the Property?

Not aware of such

4.3 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 including Conduits, fixtures, plant and equipment?

Not aware of such

4.4 Please supply copies of the most recent asbestos survey and asbestos management plan for the Property, together with any other relevant information you hold.

None

4.5 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.

None

4.6 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.

Buyer must rely on own survey

5. CONTENTS

5.1 Please list any fixtures and fittings that will be removed from the Property before completion.

None

5.2 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.

Confirmed

6. UTILITIES AND SERVICES

6.1 Please list the services available at the Property and confirm which (if any) are connected to the mains and which are metered.

1) Water (2) electric – presently disconnected

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

Not Known but see title

6.3 Does the Property have a communal heating, cooling or hot water system?

No

6.4 Please provide:

- (a) Copies of the most recent bills for the services referred to at enquiry 6.1;
- (b) The name and contact details of the individual within your organisation who deals with energy supplies relating to the Property and confirm that we may make contact in order to obtain information about the services supplied.

Attached

7. FIRE SAFETY AND MEANS OF ESCAPE

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

Front, side front and side rear

7.2 Have you experienced any difficulty in completing the fire risk assessment for the Property or when co-operating with anybody else in order to comply with fire safety regulations?

No

7.3 Has there been any fire risk recommendation that has not been implemented?

N/A

8. PLANNING AND BUILDING REGULATIONS

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

No

8.2 Is any building or structure on the Property listed under planning law?

Berriew Street is in a Conservation Area

8.3 What works have been carried out at the Property during the last 4 years?

Not aware of any

8.4 What changes of use have taken place at the Property during the last 10 years?

The ground floor has been usee as a bookshop, later a gallery. First and second floors used for various sedentary occupations.

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

Please enquire of the local authority

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

Not aware of any

- 8.7 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

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

None

- 8.9 Are you aware of any existing or future Community Infrastructure Levy liability relating to the Property?

No

9. STATUTORY AGREEMENTS AND INFRASTRUCTURE

- 9.1 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

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

Not aware of such

- 9.3 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

10. STATUTORY AND OTHER REQUIREMENTS

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

No

- 10.2 Do you have a health and safety file for the Property?

No

10.3 If the answer to enquiry 10.2 is yes

(a) Is the file at the Property and available for us to inspect?

(b) In what form will the file be provided to us upon completion?

10.4 Please supply a valid Energy Performance Certificate (**EPC**) for the Property.

Already supplied

10.5 Where the Property has an EPC rating of F or G, please supply a copy of any information or evidence used to support any registration in the Exemptions Register established under the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015.

N/A

10.6 Please confirm when the air conditioning at the Property was last inspected and provide a copy of that inspection report.

N/A

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

N/A

11. ENVIRONMENTAL

11.1 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

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

Not aware of any

11.3 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

11.4 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.

Confirmed

11.5 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.

There has been no complaint of such

12. OCCUPIERS

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

No

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

February 2023 or 24 when tenant left

13. INSURANCE

13.1 Have you ever experienced any difficulty in obtaining insurance cover for the Property at normal rates and subject to normal exclusions?

No

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

None

13.3 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

- 13.4 Please provide a copy of any other insurance policies relating to the Property (together with the proposal form and other material correspondence with the insurers) including any title indemnity insurance policies.

N/A

- 13.5 Please provide details of any breaches of any insurance policies relating to the Property.

Not aware of any

14. RATES AND OTHER OUTGOINGS

- 14.1 Have any works been carried out to the Property which may cause the rateable value of the Property to be reviewed?

Believed not

- 14.2 Have you or any occupier of the Property, made any claim for void period allowance or for exemption from liability from business rates? Is any claim pending/outstanding?

No

- 14.3 Are there any other outgoings relating to the Property not referred to elsewhere in these enquiries?

Not aware of any

- 14.4 Please supply the most recent bills for business rates and all other outgoings relating to the Property.

Attached

- 14.5 If the Property is subject to a Business Improvement District Arrangement, please give details of any levy currently payable.

Not aware of such

15. 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.

Not aware of any

16. DISPUTES

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

None

17. SDLT ON ASSIGNMENT OF A LEASE

In this enquiry, Lease is any lease under which the Property is held and which is to be assigned by you in the Transaction.

17.1 Where the Lease or the substantial performance of the agreement to grant the Lease or any event since the grant of the Lease constitutes a transaction notifiable for SDLT purposes, including the payment of a premium for the grant of the Lease or any assignment of it, please provide copies of all land transaction returns and certificates issued by HMRC certifying notification.

N/A

17.2 Is there any potential or actual outstanding SDLT liability, including any resulting from the settlement or determination of any rent reviews or other provision for varying the rent or settlement or determination of any contingent, uncertain or unascertained rents?

17.3 Were any SDLT reliefs claimed on the grant of the Lease and, if applicable, on the assignment of the Lease to you that would result in the assignment of the Lease by you being deemed to be the grant of a new lease?

18. DEFERRED PAYMENT OF SDLT

Please give details of any deferred payment of SDLT which is outstanding in respect of the Property, together with copies of the original land transaction and all relevant correspondence with HMRC.

19. VAT

19.1 If you are registered for VAT, please supply your VAT registration number.

N/A

19.2 Please state whether the Transaction is to be treated as a transfer of a business as a going concern ('**TOGC**') and therefore outside the scope of VAT.

No

19.3 If enquiry 19.2 does not apply, is the Transaction standard-rated for VAT purposes as a result of either:

- (a) the exercise of an option to tax in relation to the Property; or
- (b) compulsory standard-rating?

19.4 If the answer to enquiry 19.3 is yes, please provide a copy of either:

- (a) the option notice given to HMRC, together with a copy of HMRC's acknowledgement; or
- (b) evidence of the reason that compulsory standard-rating applies to this transaction.

19.5 If the Transaction is not standard-rated for VAT purposes, please state if it is zero-rated, exempt or outside the scope of VAT other than by reason of being a TOGC.

20. CAPITAL ALLOWANCES

20.1 Is there anything in the Property upon which a capital allowances claim can be based?

Not aware of such

20.2 If the answer to enquiry 20.1 is yes, please give details and copy documents including the name and contact details of your capital allowances advisor and confirm that we may make contact direct to ascertain any required capital allowances information.