

PARTIES:

- (1) ROWLEDGE VILLAGE HALL (Registered Charity Number 1186998) of The Long Road, Rowledge, Farnham, GU10 4DH ("Transferor");
- (2) { } whose registered office is at { } ("Transferee").

1. Interpretation

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

1.1 Definitions:

Assignee: in relation to each Assignment, the person to whom that Assignment has been made.

Assignee Deed of Covenant: a deed of covenant with the Transferee containing covenants in the same terms as those given by the Transferor in this Deed with such minor modifications as the Transferee may agree.

Assignment: an assignment of the benefit of the Transferee's covenants in relation to any matters contained in this Deed.

Court Confirmatory Decision: either:

- a) a judgment of the High Court or Court of Appeal confirming the grant of Planning Permission by the Determining Authority or by the Secretary of State following a Planning Appeal, and the period for an appeal against such a decision has expired without a further Third Party Application being made; or
- b) a judgment of the Supreme Court confirming the grant of Planning Permission by the Determining Authority or by the Secretary of State following a Planning Appeal.

Deed of Covenant: a deed of covenant with the Transferor containing covenants in the same terms as those given by the Transferee in this Deed with such minor modifications as the Transferor may agree.

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

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

Development: any development within the meaning of section 55 of the TCPA 1990 of the whole or any part or parts of the Property, with or without other land.

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

Disposal: a disposition within the meaning of section 205(1)(ii) of the Law of Property Act 1925 of the whole or any part or parts of the Property other than a Permitted Disposal.

End Date: the date calculated in accordance with paragraph 4.1 to paragraph 4.3 (inclusive).

Existing Restriction: a restriction which is on the registered title to the Property pursuant to this Schedule immediately prior to the date of completion of an Assignment.

Final Determination Date: the date on which:

- a) the Third Party Application is Finally Determined; and
- b) a Planning Permission is finally granted or upheld whether after a reference back to the Secretary of State or the local planning authority or any other relevant authority (as the case may be);

so that the Planning Permission is no longer open to challenge in any way by the issue of further Third Party Applications.

Finally Determined: where a Third Party Application has been made, the first of the following events to occur:

- a) permission to bring a Third Party Application (where required) has not been granted and the period within which an application for permission to appeal against such refusal has expired without a further Third Party Application being made;
- b) all Third Party Applications have been withdrawn;
- c) a Court Confirmatory Decision has been issued; or
- d) a Quashing Order has been issued and the Determining Authority has issued a further Planning Permission and the Review Period in respect of that further Planning Permission has expired.

Independent Surveyor: a Fellow of the Royal Institution of Chartered Surveyors with at least ten years' experience in valuing properties similar to the Development Land for uses similar to the Development and whose usual place of practice is within a 50 mile radius of the Development Land.

Index: the Consumer Prices Index published by the Office for National Statistics or any successor body or such index as may be used in substitution for it or in the absence of any such index the nearest equivalent index as may be available and agreed between the parties (acting reasonably and without delay).

Index-Linked: multiplied by: A/B

where:

A is the value of the Index last published at the Trigger Date;

B is the value of the Index last published at the date hereof (being X).

Interest Rate: the base rate from time to time of Barclays Bank plc.

Long Stop Date: twenty (20) years from the date hereof.

Overage Payment: £100,000 Index-Linked.

Overage Period: Fifteen (15) years starting on the date hereof and ending at midnight on the End Date.

Overage Period Expiry Date: the date on which the Overage Period ends.

Payment Date: 20 Working Days following the later of:

- a) the Trigger Date; and
- b) the date which the Overage Payment is agreed between the parties or (in the event of a dispute) determined by the expert pursuant to paragraph 5.

Permitted Disposal: any of the following:

- a) the grant of easements or rights, transfer, lease or dedication of the whole or any part or parts of the Property to a local or other public authority pursuant to a requirement in an agreement or unilateral undertaking under section 106 of the TCPA 1990;
- b) the grant of easements or rights, transfer, lease or dedication of the whole or any part or parts of the Property to a highways authority to comply with highways requirements or in connection with the adoption or dedication of public highway; or
- c) the grant of easements or rights, transfer, lease or dedication of the whole or any part or parts of the Property to a utilities company for an electricity substation, gas governor, sewage or water pumping station, drainage balancing device or other similar matters for the provision of services.

Planning Appeal: an appeal by the Planning Applicant who applied for Planning Permission in accordance with section 78 of the TCPA 1990 against:

- a) the refusal of the Planning Application;
- b) the non-determination of the Planning Application; or
- c) the refusal of an application to vary or remove any one or more conditions to which the Planning Permission is subject.

or any application by the Planning Applicant who applied for Planning Permission under section 288 of the TCPA 1990 in respect of a decision by the Secretary of State following either an appeal under any of paragraphs (a) to (c) (inclusive) or a reference of the

Planning Application under section 77 of the TCPA 1990 including an application to a higher court appealing against the judgment in respect of such an application given in a lower court.

Planning Appeal Decision: the written decision of the Secretary of State or of the courts on a Planning Appeal.

Planning Applicant: any (or any combination of) of the following:

- a) the Transferee;
- b) any person acting on behalf of the Transferee;
- c) any person connected in any way with the Transferee; and
- d) any person acting with the approval, assistance or support of the Transferee or of any person connected in any way with the Transferee;

excluding the Transferor.

Planning Application: any application for Planning Permission submitted during the Overage Period by a Planning Applicant.

Planning Permission: any of the following which are granted during the Overage Period for the Development by a Determining Authority pursuant to an application submitted by a Planning Applicant:

- a) an outline planning permission; or
- b) a detailed planning permission; or
- c) a technical details consent.

including a planning permission issued pursuant to an application under section 73 of the TCPA 1990.

Property: the freehold property at The Nest, Rowledge, Farnham GU10 4DH registered at HM Land Registry with title absolute under title number SY134623 as shown edged red on the attached plan.

Quashing Order: the decision of the court to nullify a Planning Permission granted by either:

- a) the Determining Authority; or
- b) the Secretary of State following a Planning Appeal.

RPI: the Retail Prices Index or any official index replacing it.

Review Period: either:

- a) six weeks and ten Working Days following the date of issue of a Planning Permission by the Determining Authority; or
- b) six weeks following the date of issue of a Planning Appeal Decision.

Satisfactory Consent: a consent in accordance with the requirements of the restriction referred to in paragraph 6.2 and the requirements of HM Land Registry from time to time.

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

Third Party: a person other than:

- a) the Transferor;
- b) the Transferee; or
- c) anyone acting on the Transferor's or Transferee's behalf.

Third Party Application: either of the following:

- a) a Third Party's application for judicial review of a decision by the Determining Authority to grant Planning Permission; or
- b) a Third Party's application under section 288 of the TCPA 1990 in respect of a decision by the Secretary of State to grant Planning Permission following a reference of the Planning Application under section 77 of the TCPA 1990 or a Planning Appeal;

including an application to a higher court appealing against a judgment in respect of an application made under (a) or (b) above, given in a lower court.

TCPA 1990: Town and Country Planning Act 1990.

Trigger Date: in relation to each Planning Permission granted during the Overage Period, the latest of the following dates to occur during the Overage Period:

- a) the next Working Day after the expiry of the Review Period (provided that no Third Party Application is commenced by such date); and
- b) in the event that any Third Party Application is commenced, the next Working Day after the Final Determination Date.

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

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

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 Unless expressly provided otherwise in this Deed, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.4 Unless expressly provided otherwise in this Deed, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.5 Unless the context otherwise requires, references to paragraphs are to the paragraphs of this Schedule.
- 1.6 Paragraph headings shall not affect the interpretation of this Schedule.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.9 Unless the context otherwise requires, any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.10 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.11 A reference to **writing** or **written** excludes fax and email.
- 1.12 In this Deed, a reference to:
- (a) the Transferor includes its personal representatives, heirs and permitted assigns but not other successors; and
 - (b) the Transferee includes its successors in title.

2. **Overage Payment**

- 2.1 If a Trigger Date occurs during the Overage Period, an Overage Payment shall immediately become due from the Transferee to the Transferor.
- 2.2 The Transferee covenants with the Transferor that it shall pay the Overage Payment due under paragraph 2.1 to the Transferor on the later of:
- (a) the date which is eight (8) weeks from and including the relevant Trigger Date;
 - or

- (b) the date which is eight (8) weeks from and including the date on which the amount of the relevant Overage Payment is agreed or determined in accordance with the terms of this Schedule.
 - 2.3 The Transferee covenants with the Transferor that it shall pay interest at the Interest Rate to the Transferor on the Overage Payment that becomes due under paragraph 2.1. Such interest shall accrue on a daily basis for the period from and including the Trigger Date to but excluding the relevant Payment Date.
 - 2.4 The Transferee covenants with the Transferor that it shall pay interest at the Default Rate to the Transferor on any Overage Payment that is not paid on its Payment Date. Such interest shall accrue on a daily basis for the period from and including the relevant Payment Date to and including the date of payment (whether before or after any judgment) and shall not affect any other remedy the Transferor may have.
 - 2.5 The Transferee covenants with the Transferor that it shall:
 - (a) supply the Transferor with a copy of any Planning Application within five (5) Working Days of its submission to the Determining Authority; and
 - (b) supply the Transferor with a copy of any Planning Permission within five (5) Working Days of the date of grant; and
 - (c) supply the Transferor with a copy of any agreement for a Permitted Disposal or Disposal that is entered into by the Transferee during the Overage Period within five (5) Working Days of that agreement being entered into;
 - (d) notify the Transferor in writing within five (5) Working Days of completion of any Permitted Disposal and at the same time supply the Transferor with:
 - (i) a copy of the instrument effecting that Permitted Disposal; and
 - (ii) appropriate evidence that is satisfactory to the Transferor (acting reasonably) that such Permitted Disposal is not a Disposal;
 - (e) notify the Transferor in writing within five (5) Working Days of completion of any Disposal during the Overage Period and at the same time supply the Transferor with a copy of the instrument effecting that Disposal; and
 - (f) notify the Transferor in writing on the occurrence of the Trigger Date within five (5) Working Days of the Trigger Date.
- 3. Transferor can assign benefit**
- 3.1 Subject to paragraph 3.2, the benefit of the Transferee's covenants in relation to any matters contained in this Deed is assignable by the Transferor.

3.2 The Transferor covenants with the Transferee not to make any Assignment at any time during the Overage Period without first procuring that the prospective Assignee has executed an Assignee Deed of Covenant.

3.3 The Transferee covenants with the Transferor that following an Assignment and receipt by the Transferee of an Assignee Deed of Covenant properly executed by the Assignee:

(a) the Transferee shall:

(i) not object to an application by the Transferor or Assignee to cancel an Existing Restriction; or

(ii) in relation to any application by the Transferor or Assignee to withdraw an Existing Restriction, immediately on receipt of a written request from the Transferor or Assignee provide its consent to that withdrawal in accordance with the requirements of HM Land Registry from time to time and to provide the Transferor or Assignee with all necessary assistance and documentation to permit withdrawal of that Existing Restriction; and

(b) immediately on receipt of a written request from the Transferor or Assignee, the Transferee shall provide:

(i) its consent in accordance with the requirements of HM Land Registry from time to time to the entry of the following restriction against the registered title to the Property at HM Land Registry:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by [ASSIGNEE] of [address] or their conveyancer"; and

(ii) the Transferor or Assignee with all necessary assistance and documentation to permit entry of that restriction.

3.4 The Transferor covenants with the Transferee that it shall pay the Transferee's reasonable and properly incurred legal costs and disbursements incurred in connection with:

(a) each Assignee Deed of Covenant; and

(b) the withdrawal of an Existing Restriction pursuant to paragraph 3.3(a)(ii).

4. Extensions to the End Date

4.1 Subject to paragraph 4.3, the End Date is fifteen (15) years from the date hereof unless on that date:

(a) a Planning Application has been submitted but not determined;

- (b) a Planning Appeal has been lodged but not determined;
- (c) a Planning Permission has been granted but the Review Period in respect of that Planning Permission has not expired; or
- (d) a Planning Permission has been granted but a Third Party Application in respect of that Planning Permission has been made which has not been Finally Determined

in which case the End Date shall be extended as set out in paragraph 4.2.

4.2 If any of the circumstances set out in paragraph 4.1(a) to paragraph 4.1(d) (inclusive) apply, the End Date shall be extended to:

- (a) where paragraph 4.1(a) applies and:
 - (i) the Planning Application is refused by the Determining Authority (including a non-determination under section 78(2) of the TCPA 1990), the date which is five (5) Working Days from and including the date of that refusal;
 - (ii) a Planning Permission is granted pursuant to the Planning Application and no Third Party Application is made within the Review Period in respect of that Planning Permission, the date which is five (5) Working Days from and including the date on which the Review Period expires; or
 - (iii) a Planning Permission is granted pursuant to the Planning Application, and a Third Party Application is made within the Review Period in respect of that Planning Permission, the date which is five (5) Working Days from and including the later of the date on which the Third Party Application is Finally Determined and the date on which that Review Period expires;
- (b) where paragraph 4.1(b) applies and:
 - (i) the Planning Appeal is dismissed, the date which is five (5) Working Days from and including the date of that dismissal;
 - (ii) a Planning Permission is granted pursuant to the Planning Appeal and no Third Party Application is made within the Review Period in respect of the Planning Appeal Decision, the date which is five (5) Working Days from and including the date on which that Review Period expires; or
 - (iii) a Planning Permission is granted pursuant to the Planning Appeal and a Third Party Application is made within the Review Period in respect of the Planning Appeal Decision, the date which is five (5) Working Days from and including the later of the date on which the Third Party Application is Finally Determined and the date on which that Review Period expires;

- (c) where paragraph 4.1(c) applies and:
 - (i) no Third Party Application is made within the Review Period in respect of the Planning Permission, the date which is five (5) Working Days from and including the date on which that Review Period expires; or
 - (ii) a Third Party Application is made within the Review Period in respect of the Planning Permission, the date which is five (5) Working Days from and including the later of the date on which the Third Party Application is Finally Determined and the date on which that Review Period expires; or
- (d) where paragraph 4.1(d) applies, the date which is five (5) Working Days from and including the later of the date on which the Third Party Application is Finally Determined and the date on which the Review Period in respect of the Planning Permission expires.

4.3 Notwithstanding the provisions of paragraph 4.1 and paragraph 4.2, the End Date shall in no circumstances be later than the Long Stop Date.

5. Amount of Overage Payment

5.1 The Transferee covenants with the Transferor that during the Overage Period the Transferee will submit to the Transferor its calculation of Overage Payment ("Overage Notice") as soon as reasonably practicable following the grant of a Planning Permission and in any event not less than 20 Working Days prior to any Trigger Date.

5.2 The parties shall use reasonable endeavours to agree any Overage Payment and the Transferee shall provide to the Transferor such information as the Transferor or its professional advisers may reasonably request in respect of the calculation of the Overage Payment (including such information as is reasonably necessary to estimate values).

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

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

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

- 5.6** If the parties are unable to agree on an Independent Surveyor or the terms of the appointment within ten (10) Working Days from and including the date on which the matter was referred for determination under paragraph 5.4, either party shall then be entitled to request the President for the time being of the Royal Institution of Chartered Surveyors to appoint the Independent Surveyor and to agree with the Independent Surveyor the terms of the appointment.
- 5.7** The Independent Surveyor is required to prepare a written decision and give notice (including a written copy) of the decision on the amount of the Overage Payment to the parties within twenty (20) Working Days from and including the date of the Independent Surveyor's appointment.
- 5.8** If the Independent Surveyor dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this paragraph then:
- (a) either party may apply to the President of the Royal Institution of Chartered Surveyors to discharge the Independent Surveyor and to appoint a replacement Independent Surveyor; and
 - (b) this paragraph shall apply to the new Independent Surveyor as if they were the first Independent Surveyor appointed.
- 5.9** The parties are entitled to make submissions to the Independent Surveyor and will provide (or procure that others provide) the Independent Surveyor with such assistance and documents as the Independent Surveyor reasonably requires for the purpose of reaching a decision.
- 5.10** The Independent Surveyor shall act as an expert and not as an arbitrator. The Independent Surveyor's written decision shall be final and binding on the parties in the absence of manifest error or fraud.
- 5.11** The Transferee and the Transferor agree to pay the Independent Surveyor's costs in the proportions determined by the Independent Surveyor within ten (10) Working Days from and including a demand for payment. If they are not so paid, the party against whom the costs were not awarded shall be entitled to pay the Independent Surveyor the sums due and recover the amount from the other party on demand.
- 5.12** In default of agreement pursuant to paragraph 5.1, the Overage Payment shall be the amount determined by the Independent Surveyor and the date of issue of the Independent Surveyor's written decision shall be taken as the date of determination for the purposes of paragraph 2.2(b).

6. Disposals and restriction

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

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by ROWLEDGE VILLAGE HALL (Registered Charity Number 1186998) of The Long Road, Rowledge, Farnham, GU10 4DH or their conveyancer."

7. Unlawful development

The Transferee covenants with the Transferor that, before carrying out any Development during the Overage Period, the Transferee shall comply with the requirements of the TCPA 1990 to apply for and obtain any of the following by way of a grant by a Determining Authority that may be required for that Development:

- (a) an outline planning permission; or
- (b) a detailed planning permission; or
- (c) a technical details consent.

including a planning permission issued pursuant to an application under section 73 of the TCPA 1990.

8. Transferor's obligations

The Transferor covenants with the Transferee that the Transferor shall:

- (a) provide Satisfactory Consent for the registration of a Permitted Disposal at HM Land Registry immediately upon receipt of a written request from the Transferee;
- (b) following a Permitted Disposal, if reasonably required by the Transferee in order to ensure that the same restriction (or a new restriction in the same terms) as the restriction referred to in paragraph 6.2 is not entered against the registered title to the Property (or relevant part of the Property in the case of the Permitted Disposal of part of the Property) once the disponee under that Permitted Disposal is registered as the registered proprietor of that title:

- (i) not object to an application by the Transferee or that disponee to cancel that restriction in relation to the Property (or part of the Property) disposed of under that Permitted Disposal; or
 - (ii) in relation to any application by the Transferee or that disponee to withdraw that restriction, provide immediately on receipt of a written request from the Transferee or that disponee a consent to that withdrawal in accordance with the requirements of HM Land Registry from time to time;
- (c) provide Satisfactory Consent for the registration of a Disposal at HM Land Registry immediately on receipt of a Deed of Covenant properly executed by the person to whom the Disposal is being made [provided that there are then no outstanding sums due from the Transferee under the terms of this Schedule]; and
- (d) apply for the withdrawal of the restriction entered against the title to the Property pursuant to paragraph 6.2 within fifteen (15) Working Days after the Overage Period Expiry Date if at the Overage Period Expiry Date there are no outstanding sums due from the Transferee under the terms of this Schedule.

9. Transferor's costs

The Transferee covenants with the Transferor that it shall pay the Transferor's reasonable and properly incurred legal and surveyor's costs and disbursements on a full indemnity basis including any irrecoverable VAT incurred in connection with:

- (a) each Deed of Covenant;
- (b) the entry and withdrawal of each restriction against the title to the Property except for any entry or withdrawal of any restriction pursuant to paragraph 3.3; and
- (c) the Transferor granting written consent to each Permitted Disposal or Disposal.

10. VAT

10.1 Each amount stated to be payable by the Transferee to the Transferor under or pursuant to this Schedule is exclusive of VAT (if any).

10.2 If any VAT is chargeable on any supply made by the Transferor under or pursuant to this Schedule, the Transferee shall on receipt of a valid VAT invoice, pay the Transferor an amount equal to that VAT.

11. Notices

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

11.2 Any notice or document to be given or delivered under this Schedule must be:

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

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

- (a) to the Transferor at:

The Long Road, Rowledge, Farnham, GU10 4DH

marked for the attention of [NAME/POSITION];

- (b) to the Transferee at:

[ADDRESS]

marked for the attention of [NAME/POSITION]

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

11.4 Any change of the details in paragraph 11.3 specified by the relevant party by notice in writing to the other party will take effect for the party notified of the change at 9.00 am on the later of:

- (a) the date, if any, specified in the notice as the effective date for the change; or
- (b) the date five (5) Working Days after deemed receipt of the notice.

11.5 Any notice or document given or delivered in accordance with paragraph 11.1, paragraph 11.2 and paragraph 11.3 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt [or at the time the notice or document is left at the address] provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or
- (b) if sent by pre-paid first class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting.

- 11.6** In proving delivery of a notice or document, it will be sufficient to prove that:
- (a) a delivery receipt was signed or that the notice or document was left at the address; or
 - (b) the envelope containing the notice or document was properly addressed and posted by pre-paid first class post or other next Working Day delivery service.
- 11.7** A notice given or document delivered under this Schedule will not be validly given or delivered if sent by email.
- 11.8** This paragraph 11 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12. Third party rights

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

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

Signed as a deed on behalf of the trustees by { } and { }, two of their number, under an authority conferred pursuant to section 333 of the Charities Act 2011 in the presence of:

Signature of witness: _____

Name (in block capitals): _____

Address: _____

Authorised Signatory _____

Authorised Signatory _____

BUYER INFORMATION PACK NOTICE

Property: The Nest, The Long Road, Rowledge, Farnham, GU10 4EB

THIS NOTE CONTAINS INFORMATION ABOUT THE PROPERTY THAT HAS BEEN BROUGHT TO OUR ATTENTION.

Please note: This document may not contain an exhaustive list of information that may be considered material to interested parties. You must carefully review all documents contained within the Buyer Information Pack and complete your own investigations, searches and enquiries before bidding. We also recommend you seek Independent legal advice in relation to the property.

- 1.** Please note on the Land Registry title register for this property the post code is printed as GU10 4DH but it is known as GU10 4EB.
- 2.** Please note that the land for sale is the land remaining in title SY134623. This title is currently subject to a pending transfer application at the Land Registry. As such, the Auction Pack does not include a copy of the title plan, but instead the Buyer is acquiring the land shown edged red on the Case Plan.
- 3.** On completion, the Buyer will be required to enter into an Overage Deed in favour of the Seller. The required form of Overage Deed is included in the Auction Pack.
- 4.** The Property is being sold on behalf of a registered charity. In accordance with charity law requirements, if the successful purchaser is a "connected person" (as defined by the Charities Act 2011 or any relevant legislation), the completion of the sale will be contingent upon obtaining an order from the Charity Commission for England and Wales (or other relevant regulatory authority) to approve the transaction. In such an event, the completion date will be adjusted to allow sufficient time for the order to be granted. The seller will use all reasonable endeavors to obtain the necessary Charity Commission order promptly, and the successful purchaser agrees to provide any necessary information or documentation to facilitate this process.

If the Charity Commission order is not obtained within 120 days from the auction date, either party may terminate the contract.

The buyer information pack is created on reliance of the information disclosed by the vendor. We do not represent that any of the information provided by the vendor is complete and have not carried out investigations to verify the accuracy.

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