CONNECTUK AUCTIONS

LEGAL PACK

Thank you for registering your interest in this lot.
Please see enclosed the full legal pack for your perusal, which may include special conditions. If you or your solicitor, have any queries or questions, please do not hesitate to get in touch.

www.connectukauctions.co.uk



How to Register to Bid

Bid in real-time using any device, from any location with Connect Realtime®

There are 3 ways to bid: online, by proxy or by telephone

Submit

Complete and submit the registration form on our website

Sign

Sign the (UETA) & (ESIGN) & (GDPR) compliant document

Approval

We'll check your details and approve your bidding status

Deposit

Pay the fully refundable bidding registration deposit

BIDDING APPROVAL: A FULLY REFUNDABLE bidding registration deposit of £2,500 is paid to the auctioneer, which contributes towards the auction fees and the purchase. If successful, any remaining funds must be paid by 4:30pm on the day of the auction. If unsuccessful, your full bidding registration deposit will be refunded within 3 working days.

Land Lying To The North Of Ty Gwyn, Llanllwni, Llanybydder, SA40 9SQ



GUIDE PRICE

£50,000

Land Lying To The North Of Ty Gwyn, Llanllwni, Llanybydder, SA40 9SQ





DESCRIPTION
Land Lying To The North Of Ty Gwyn, Circa 1.7 Acres, in an Excellent Location. Future potential for various development, subject to all necessary consents. Prospective purchasers must rely solely on their own enquiries.

ACCOMMODATION
Circa 1.7 Acres / 6,880 Square Metres / 74,052 Square Feet

Access / Right of Way from The A485
What3Words: ///jingle.below.branching
https://w3w.co/jingle.below.branching

Gated Access
What3Words: ///tone.sourcing.spouting
https://w3w.co/tone.sourcing.spouting

LOCATION
Llanllwni, set in the scenic Teifi Valley of Carmarthenshire, is a charming, rural village ideal for those seeking a tranquil country lifestyle surrounded by rolling hills and open landscapes. Located near the market town of Llanybydder and within comfortable driving distance of Carmarthen and Lampeter, it offers a peaceful retreat while keeping essential amenities, local shops, traditional pubs, and community services within easy reach.

TENURE
Freehold.

FEES AND CHARGES EXPLAINED
Auction Fees and deposit apply, upon the fall of the gavel. The highest bidder will pay a deposit of 5% (minimum £5,000) of the hammer price and auction fees of 2% + VAT (minimum of £5,500 + VAT). Contracts are exchanged and the purchaser is legally bound to buy and the vendor is legally bound to sell. The property is sold subject to a 28 day legal completion unless otherwise stated in the legal pack.

*The guide price may not always be the same as the reserve price. The guide is an indication given by the Auctioneer. Where the guide price is a bracket figure, the reserve cannot exceed the top end of the bracket price. If the guide price is a single figure, the reserve can be up to 10% in excess of this.

Thank you for registering your interest on this Lot.

Please see enclosed the full legal pack for your perusal.

If you or your solicitor, have any queries or questions, please do not hesitate to get in touch.

Connect UK Auctions can recommend auction specialist solicitors, if necessary, who can act on your behalf, with any potential purchase, meeting any given time frame required.

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
CYM301795

Edition date / Dyddiad yr argraffiad 02.10.2024

- This official copy shows the entries on the register of title on 25 AUG 2026 at 15:49:34.
- 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 25 Aug 2026.
- 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 25 AWST 2026 am 15:49:34.
- 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 25 Awst 2026.
- 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.

CARMARTHENSHIRE/SIR GAERFYRDDIN

1 (21.07.2006) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land lying to the north of Ty Gwyn, Llanybydder.

2 (16.04.2018) A Transfer of the land in this title dated 29 March 2018 made between (1) David John Evans and William Matthew Evans and (2) David Andrew Packham and Tracey Jane Packham contains a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.

NOTE: Copy filed.

3 (05.09.2022) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan. The property description has been altered to reflect the land remaining in the title.

4 (17.08.2023) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered CYM874155 in green on the title plan dated 10 August 2023 made between (1) David Andrew Packham and Tracey Jane Packham and (2) Gary Paul Nicholls and Samantha Louise

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

Nicholls.

NOTE: Copy filed under CYM874155.

5 (02.10.2024) The land has the benefit of any legal easements reserved by a Transfer dated 19 September 2024 made between (1) David Andrew Packham and Tracey Jane Packham and (2) Roy Alan Smart and Janice Caroline Smart but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy filed under CYM896090.

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 (16.04.2018) PROPRIETOR: DAVID ANDREW PACKHAM and TRACEY JANE PACKHAM of 20 Street End Lane, Broad Oak, Heathfield TN21 8RY.

2 (16.04.2018) The price stated to have been paid on 29 March 2018 was £259,000.

3 (05.09.2022) The address for service of David Andrew Packham and Tracey Jane Packham has been changed.

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 (21.07.2006) The deeds and documents of title having been destroyed the land is subject to such restrictive covenants and easements as may have been imposed thereon before 21 July 2006 and are still subsisting and capable of being enforced.

2 (21.07.2006) The track falling within the property is subject to rights of way.

3 (26.08.2011) The land shown tinted brown on the plan to a Statement of Truth dated 22 August 2011 made by Anne-Marie Osterloff is subject to a right of way with or without vehicles in favour of Alderwell, Abergiar and the land in this title is also subject to a right to a supply of water from the mains to Alderwell through the pipe shown by a blue broken line on the plan to the said Statement of Truth. The extent of this right, having been acquired by prescription, may be limited by the nature of the user from which it has arisen.

NOTE 1:- A Statement of Truth dated 22 August 2011 by Anne-Marie Osterloff, a Statutory Declaration dated 15 August 2011 by Anne-Marie Osterloff, a Statutory Declaration dated 10 January 2007 by William Alun Llewellyn Charles, a Statutory Declaration dated 19 July 2002 by Nickola Michelle Timmins and two Statutory Declarations dated 3 April 1997 by Philip Bristow were lodged in support of the claim to the benefit of the right.

NOTE 2:- Copy Statement of Truth and Statutory Declarations filed under WA826735.

4 (05.09.2022) By a Transfer of the land edged and numbered CYM852440 in green on the title plan dated 19 August 2022 made between (1) David Andrew Packham and Tracey Jane Packham and (2) Blake Michael Richardson

C: Charges Register continued / Parhad o'r gofrestr arwystlon

and Laura Jayne Margaret Buffett the land was transferred subject to the stipulations contained therein.

NOTE: Copy filed under CYM852440.

5 (05.09.2022) The land is subject to any rights that are granted by the Transfer dated 19 August 2022 referred to above and affect the registered land.

6 (15.02.2024) The land is subject to any rights that are granted by a Conveyance of other land dated 13 April 1988 made between (1) William David Evans and (2) Thomas Emyr Saunders Evans and Iris Anne Evans and affect the registered land.

NOTE: Copy filed under CYM836159.

End of register / Diwedd y gofrestr

These are the notes referred to on the following official copy

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

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

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

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

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

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.

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.

This official copy is issued on 25 August 2026 shows the state of this title plan on 25 August 2026 at 15:49:34. 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 .

Mae'r copi swyddogol hwn a gyhoeddir ar 25 Awst 2026 yn dangos sefyllfa'r cynllun teitl hwn ar 25 Awst 2026 am 15:49:34. 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 **CYM301795**
Ordnance Survey map reference **SN5040NW**
Scale **1:2500**
Administrative area **Carmarthenshire / Sir Gaerfyrddin**

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N

CYM874155
CYM896090
CYM346304
CYM852440

1834
2731
3525
2221
3219
2713
1607
6218
3700
2200
1300
7300
3882
4079
2775
5480
6166
7167
5160
1955

Murmur-Y-Coed
Del-Fryn
Annwylfan
Maes-yr-Haf
Bryncelyn
Manordeifi
Ceridfa
Berllanber
Penrhiw
Dolgorse
Tygwyn
Manorafon
Meadow Vale
Ger y Nant
Glenydd
Cwmderi
Swn-y-Nant
Barrian
Collects
Alderwell
Ceu-Nant
Maesderi
Nant Ceiliog
Cwmceiliog
Ford
Abercwm
A 485

This official copy is incomplete without the preceding notes page.
Mae'r copi swyddogol hwn yn anghyflawn heb y dudalen nodiadau flaenorol.

These are the notes referred to on the following official copy

Title Number CYM896090

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.

HM Land Registry
Transfer of part of registered title(s)

TP1

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

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

For information on how HM Land Registry processes your personal information, see our Personal Information Charter.

Leave blank if not yet registered.

1 Title number(s) out of which the property is transferred:

Part CYM301795

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

2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:

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

3 Property:

LAND AT TY GWYN, LLANLLWNI, LLANYBYDDER, CARMARTHENSHIRE SA40 9SQ shown edged red on the attached plan marked plan 1

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.

The property is identified

[X] on the attached plan and shown:
edged red on the plan marked plan 1

[ ] on the title plan(s) of the above titles and shown:

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

4 Date: 19 September 2024

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

Complete as appropriate where the transferor is a company.

5 Transferor:

DAVID ANDREW PACKHAM and TRACEY JANE PACKHAM

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:

For overseas entities
(a) Territory of incorporation or formation:

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'.

(b) Overseas entity ID issued by Companies House, including any prefix:

Further details on overseas entities can be found in practice guide 78: overseas entities.

(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:

This official copy is incomplete without the preceding notes page.

Give full name(s) of **all** of 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.

6 Transferee for entry in the register:
ROY ALAN SMART and JANICE CAROLINE SMART

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:

For overseas entities
(a) Territory of incorporation or formation:

(b) Overseas entity ID issued by Companies House, including any prefix:

(b) 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:

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.

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

Berllan Ber
Llanllwni
Llanybydder
Carmarthenshire
SA40 9SQ

8 The transferor transfers the property to the transferee

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.

9 Consideration

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

Eight Thousand Five Hundred Pounds (£8,500.00)

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

[ ] Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

10 The transferor transfers with

[X] full title guarantee

[ ] limited title guarantee

This official copy is incomplete without the preceding notes page.

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.

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:

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.

12 Additional provisions

Definitions

SEE CONTINUATION SHEET

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.

Rights granted for the benefit of the property

SEE CONTINUATION SHEET

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

Rights reserved for the benefit of other land

SEE CONTINUATION SHEET

This official copy is incomplete without the preceding notes page.

Include words of covenant

Restrictive covenants by the transferee

SEE CONTINUATION SHEET

Include words of covenant.

Restrictive covenants by the transferor

SEE CONTINUATION SHEET

Other

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

SEE CONTINUATION SHEET

This official copy is incomplete without the preceding notes page.

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 usuallly 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 the said
DAVID ANDREW PACKHAM
in the presence of:

Signature of Witness:

Print Name:

Address:

Occupation:

SIGNED as a Deed by the said
TRACEY JANE PACKHAM
in the presence of:

Signature of Witness:

Print Name:

Address:

Occupation:

SIGNED as a Deed by the said
ROY ALAN SMART
in the presence of: Roy Smart

Signature of Witness: Glenys Davies

Print Name: GLYNETH ERLYS DAVIES

Address: 33 HIGH STREET, LAMPETER, CEREDIGION, SA48 7BB

Occupation: SOLICITOR

SIGNED as a Deed by the said
JANICE CAROLINE SMART
in the presence of: Jsmart

Signature of Witness: Glenys Davies

Print Name: GLYNETH ERLYS DAVIES

Address: 33 HIGH STREET, LAMPETER, CEREDIGION, SA48 7BB

Occupation: SOLICITOR

This official copy is incomplete without the preceding notes page.

This official copy is incomplete without the preceding notes page.

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

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

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

This official copy is incomplete without the preceding notes page.

This official copy is incomplete without the preceding notes page.

HM Land Registry
Continuation sheet for use with application and disposition forms

CS

Any parts of the form that are not typed should be completed in black ink and in block capitals.
For information on how HM Land Registry processes your personal information, see our Personal Information Charter.

Before each continuation, state panel to be continued, for example 'Panel 12 continued'.

1 TP1	Continued from Form:	Title number(s): CYM301795

2 1 In this Transfer

1.1 The expressions

"the Accessway" means the accessway shown coloured blue on the plan annexed hereto and marked Plan 2

"Retained Land" shall mean the whole of the land now and formerly forming part of the land comprised under Title No: CYM301795

"the Transferor" and **"the Transferee"** shall where the context so admits include the successors in title of the Transferor and Transferee respectively

1.2.1 The expression "the Transferor" and "the Transferee" shall include the masculine and the feminine the neuter the singular and the plural and where two or more persons are referred to by that expression all covenants and agreements made by them or with them shall be deemed to be made by them or with them jointly and severally

2. AGREEMENTS & DECLARATIONS

It is hereby agreed and declared as set out below:

2.1 Nothing in this Transfer shall operate as a grant (express or implied) of any right of light or air which would in any way restrict interfere with or affect the use by the Transferor of any of the Retained Land or any neighbouring land belonging to the Transferor for building or for any other purposes.

2.3 The Transferor shall be at liberty to erect such buildings or erections on any part of the Retained Land or any neighbouring land belonging to the Transferor and to alter add or to use the same or any existing building or erections thereon in such manner as the Transferor may think fit notwithstanding that the access and use of the light and air as now or at any time hereafter enjoyed by the Transferee from and over the Retained Land may be thereby obstructed diminished obliterated or destroyed and that any such access and use of light and air as aforesaid shall be deemed hence forth to be enjoyed by the Transferee with the consent of the owner or the owners of the Retained Land subject to the provisions of this Transfer and not otherwise.

2.4 The Transfer shall not include or confer any easements or liberty or privilege over or affecting the Retained Land except such easements as are expressly granted in this Transfer.

3. RIGHTS GRANTED FOR THE BENEFIT OF THE PROPERTY

The Transferors transfer the Property together with the following rights and easements which are granted to the Transferee and the owners and occupiers of each and every part of the Property:

- the right of way with or without vehicles and animals at all times and for all purposes in connection with the use of the Property over the Accessway subject always to payment to the owner of the Accessway from time to time of a fair proportion of the cost of repairing, maintaining and renewing the Accessway

This official copy is incomplete without the preceding notes page.

4. RIGHTS RESERVED FOR THE BENEFIT OF THE RETAINED LAND

4.1 All rights of light and air over the property

5. POSITIVE COVENANTS BY THE TRANSFEREE

5.1 The Transferee covenants jointly and severally with the Transferor for the benefit of the Retained Land to construct and thereafter maintain and keep in good repair the fences and the boundary features along the boundaries shown by an inward "T" on the Plan annexed hereto and marked Plan 1 with a stock-proof fence

5.2 To pay a fair proportion of the expense of repairing, maintaining and renewing the Accessway used in common by the occupiers of the Property and the occupiers of the Retained Land

WARNING

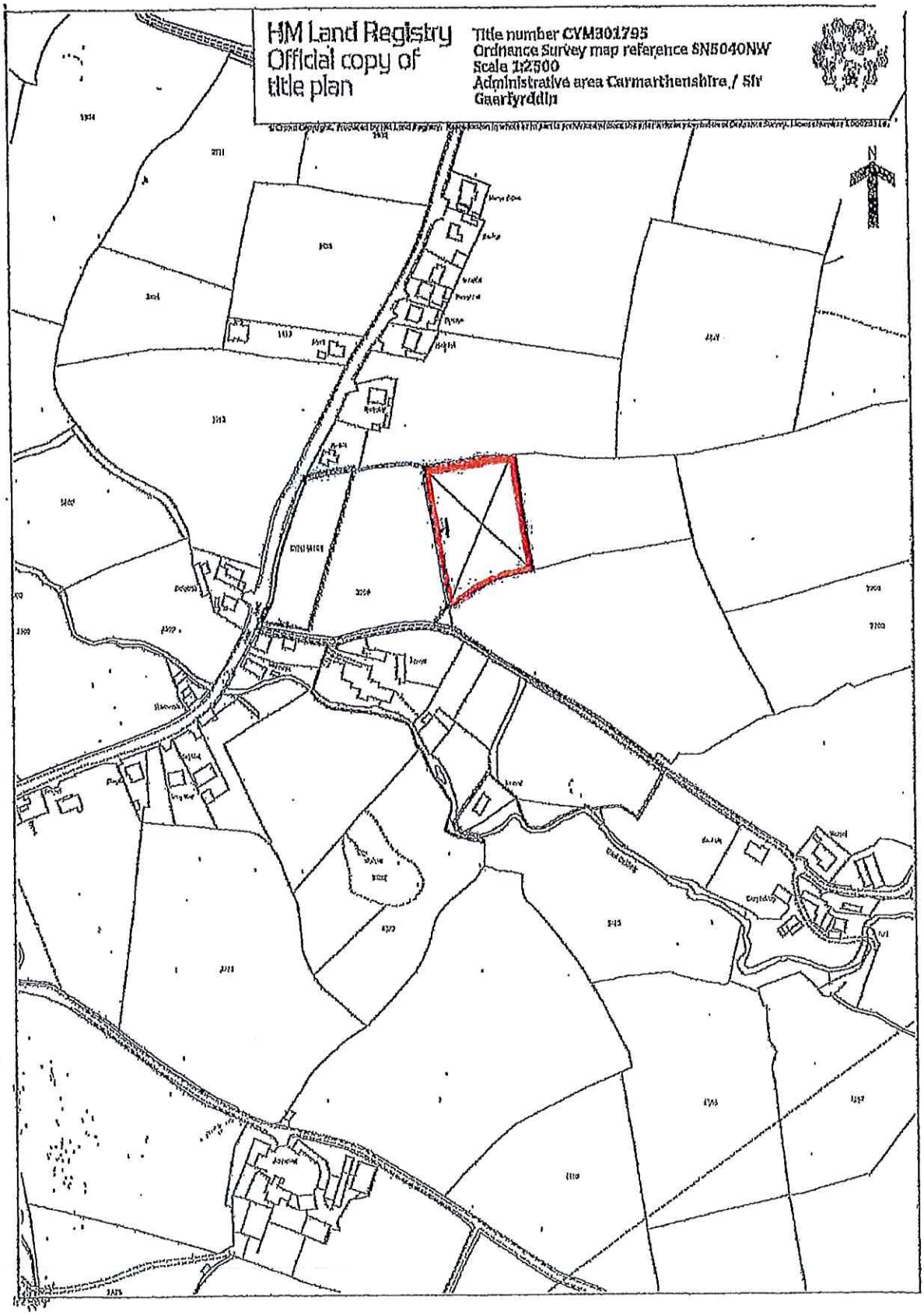
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud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

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This official copy is incomplete without the preceding notes page.

PLAN 1.



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Mae'r copi swyddogol hwn yn anghyflawn heb y dudalen nodiadau blaenorol.

R. Smith

Josmart

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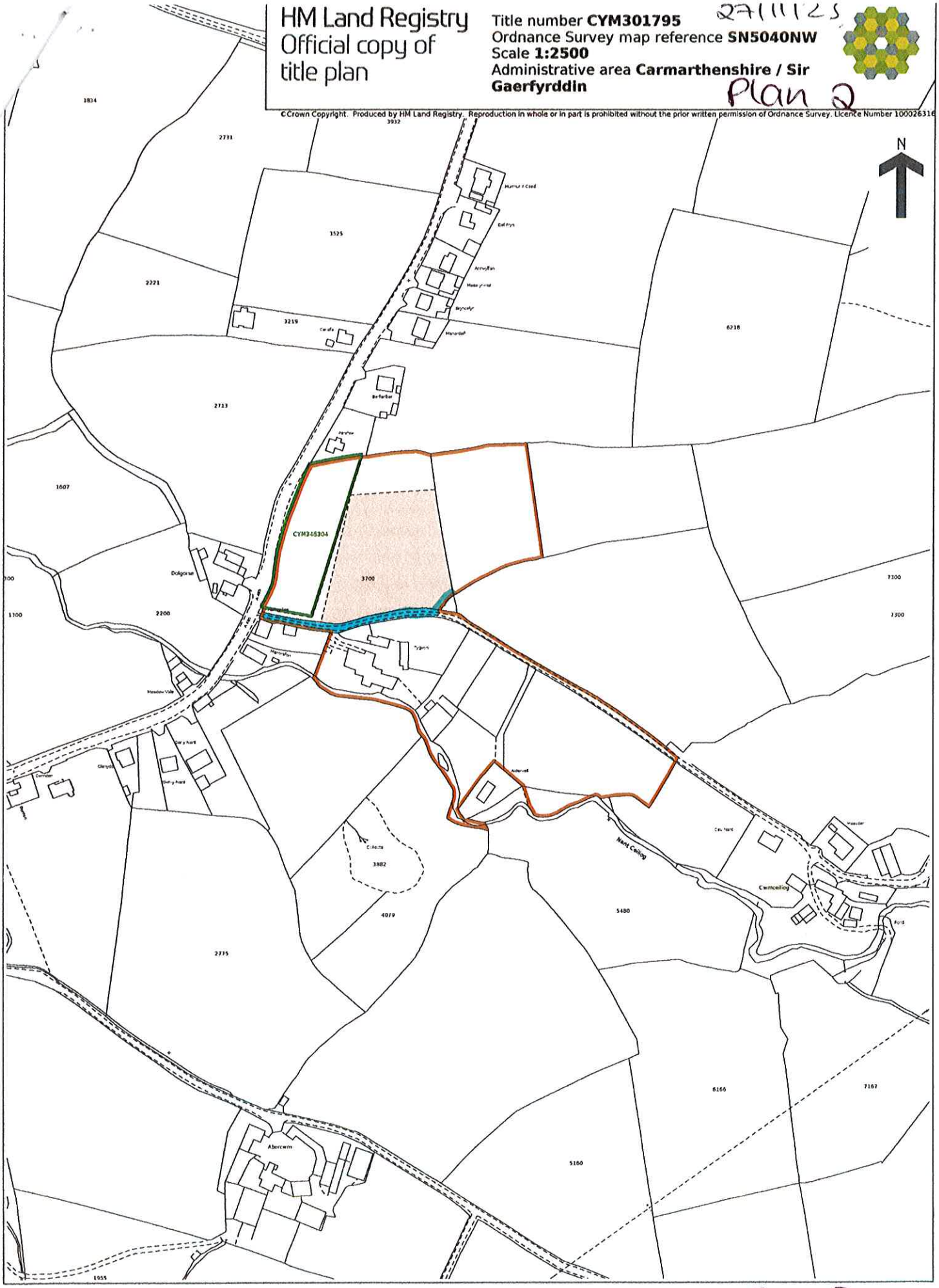
HM Land Registry
Official copy of title plan

Title number **CYM301795**
Ordnance Survey map reference **SN5040NW**
Scale **1:2500**
Administrative area **Carmarthenshire / Sir Gaerfyrddin**

2711125

Plan 2

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R Sut
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Mae'r copi swyddogol hwn yn anghyflawn heb y dudalen nodiadau flaenorol.
This official copy is incomplete without the preceding notes page.

This official copy is incomplete without the preceding notes page.

HM Land Registry
Transfer of part of registered title(s)

TP1

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

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

For information on how HM Land Registry processes your personal information, see our Personal Information Charter.

Leave blank if not yet registered.

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

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

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

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

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

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

Complete as appropriate where the transferor is a company.

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.

1 Title number(s) out of which the property is transferred:

Part CYM301795

2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:

3 Property:

LAND AT TY GWYN, LLANLLWNI, LLANYBYDDER, CARMARTHENSHIRE SA40 9SQ shown edged red on the attached plan marked plan 1

The property is identified

☒ on the attached plan and shown:
edged red on the plan marked plan 1

☐ on the title plan(s) of the above titles and shown:

4 Date: 19 / 9 / 24

5 Transferor:

DAVID ANDREW PACKHAM and **TRACEY JANE PACKHAM**

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas entities

(a) Territory of incorporation or formation:

(b) Overseas entity ID issued by Companies House, including any prefix:

(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:

This official copy is incomplete without the preceding notes page.

Give full name(s) of **all** of 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*.

6 Transferee for entry in the register:
ROY ALAN SMART and **JANICE CAROLINE SMART**

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:

For overseas entities
(a) Territory of incorporation or formation:

(b) Overseas entity ID issued by Companies House, including any prefix:

(b) 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:

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.

7 Transferee's intended address(es) for service for entry in the register:
Berllan Ber
Llanllwni
Llanybydder
Carmarthenshire
SA40 9SQ

8 The transferor transfers the property to the transferee

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.

9 Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures):
Eight Thousand Five Hundred Pounds (£8,500.00)

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

☐ Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

10 The transferor transfers with

☒ full title guarantee

☐ limited title guarantee

This official copy is incomplete without the preceding notes page.

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.

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

- [x] 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:

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.

12 Additional provisions

Definitions

SEE CONTINUATION SHEET

Rights granted for the benefit of the property

SEE CONTINUATION SHEET

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

Rights reserved for the benefit of other land

SEE CONTINUATION SHEET

This official copy is incomplete without the preceding notes page.

Include words of covenant

Restrictive covenants by the transferee

SEE CONTINUATION SHEET

Include words of covenant

Restrictive covenants by the transferor

SEE CONTINUATION SHEET

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

Other

SEE CONTINUATION SHEET

This official copy is incomplete without the preceding notes page.

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 the said
DAVID ANDREW PACKHAM
in the presence of:

Signature of Witness:

Print Name: LIAM CHIALLIS

Address: 'LINDEN', STEEPSETTING LANE, CROSS-IN-HAND, HEATHFIELD EAST SUSSEX. TN21 0UY.

Occupation: LANDSCAPER

SIGNED as a Deed by the said
TRACEY JANE PACKHAM
in the presence of:

Signature of Witness:

Print Name: LIAM CHIALLIS

Address: 'LINDEN', STEEPSETTING LANE, CROSS-IN-HAND, HEATHFIELD, EAST SUSSEX. TN21 0UY.

Occupation: LANDSCAPER

SIGNED as a Deed by the said
ROY ALAN SMART
in the presence of:

Signature of Witness:

Print Name:

Address:

Occupation:

SIGNED as a Deed by the said
JANICE CAROLINE SMART
in the presence of:

Signature of Witness:

Print Name:

Address:

Occupation:

This official copy is incomplete without the preceding notes page.

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

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

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

This official copy is incomplete without the preceding notes page.

HM Land Registry
Continuation sheet for use with application and disposition forms

CS

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

For information on how HM Land Registry processes your personal information, see our Personal Information Charter.

Before each continuation, state panel to be continued, for example 'Panel 12 continued'.

1	Continued from Form:	Title number(s):
TP1		CYM301795

2 1. In this Transfer:

1.1 The expressions:

"the Accessway" means the accessway shown coloured blue on the plan annexed hereto and marked Plan 2

"Retained Land" shall mean the whole of the land now and formerly forming part of the land comprised under Title No: CYM301795

"the Transferor" and **"the Transferee"** shall where the context so admits include the successors in title of the Transferor and Transferee respectively

1.2.1 The expression "the Transferor" and "the Transferee" shall include the masculine and the feminine the neuter the singular and the plural and where two or more persons are referred to by that expression all covenants and agreements made by them or with them shall be deemed to be made by them or with them jointly and severally

2. AGREEMENTS & DECLARATIONS

It is hereby agreed and declared as set out below:

2.1 Nothing in this Transfer shall operate as a grant (express or implied) of any right of light or air which would in any way restrict interfere with or affect the use by the Transferor of any of the Retained Land or any neighbouring land belonging to the Transferor for building or for any other purposes.

2.3 The Transferor shall be at liberty to erect such buildings or erections on any part of the Retained Land or any neighbouring land belonging to the Transferor and to alter add or to use the same or any existing building or erections thereon in such manner as the Transferor may think fit notwithstanding that the access and use of the light and air as now or at any time hereafter enjoyed by the Transferee from and over the Retained Land may be thereby obstructed diminished obliterated or destroyed and that any such access and use of light and air as aforesaid shall be deemed hence forth to be enjoyed by the Transferee with the consent of the owner or the owners of the Retained Land subject to the provisions of this Transfer and not otherwise.

2.4 The Transfer shall not include or confer any easements or liberty or privilege over or affecting the Retained Land except such easements as are expressly granted in this Transfer.

3. RIGHTS GRANTED FOR THE BENEFIT OF THE PROPERTY

The Transferors transfer the Property together with the following rights and easements which are granted to the Transferee and the owners and occupiers of each and every part of the Property:

- the right of way with or without vehicles and animals at all times and for all purposes in connection with the use of the Property over the Accessway subject always to payment to the owner of the Accessway from time to time of a fair proportion of the cost of repairing, maintaining and renewing the Accessway

This official copy is incomplete without the preceding notes page.

4. RIGHTS RESERVED FOR THE BENEFIT OF THE RETAINED LAND

4.1 All rights of light and air over the property

5. POSITIVE COVENANTS BY THE TRANSFEREE

5.1 The Transferee covenants jointly and severally with the Transferor for the benefit of the Retained Land to construct and thereafter maintain and keep in good repair the fences and the boundary features along the boundaries shown by an inward "T" on the Plan annexed hereto and marked Plan 1 with a stock-proof fence

5.2 To pay a fair proportion of the exepense of repairing, maintaining and renewing the Accessway used in common by the occupiers of the Property and the occupiers of the Retained Land

WARNING

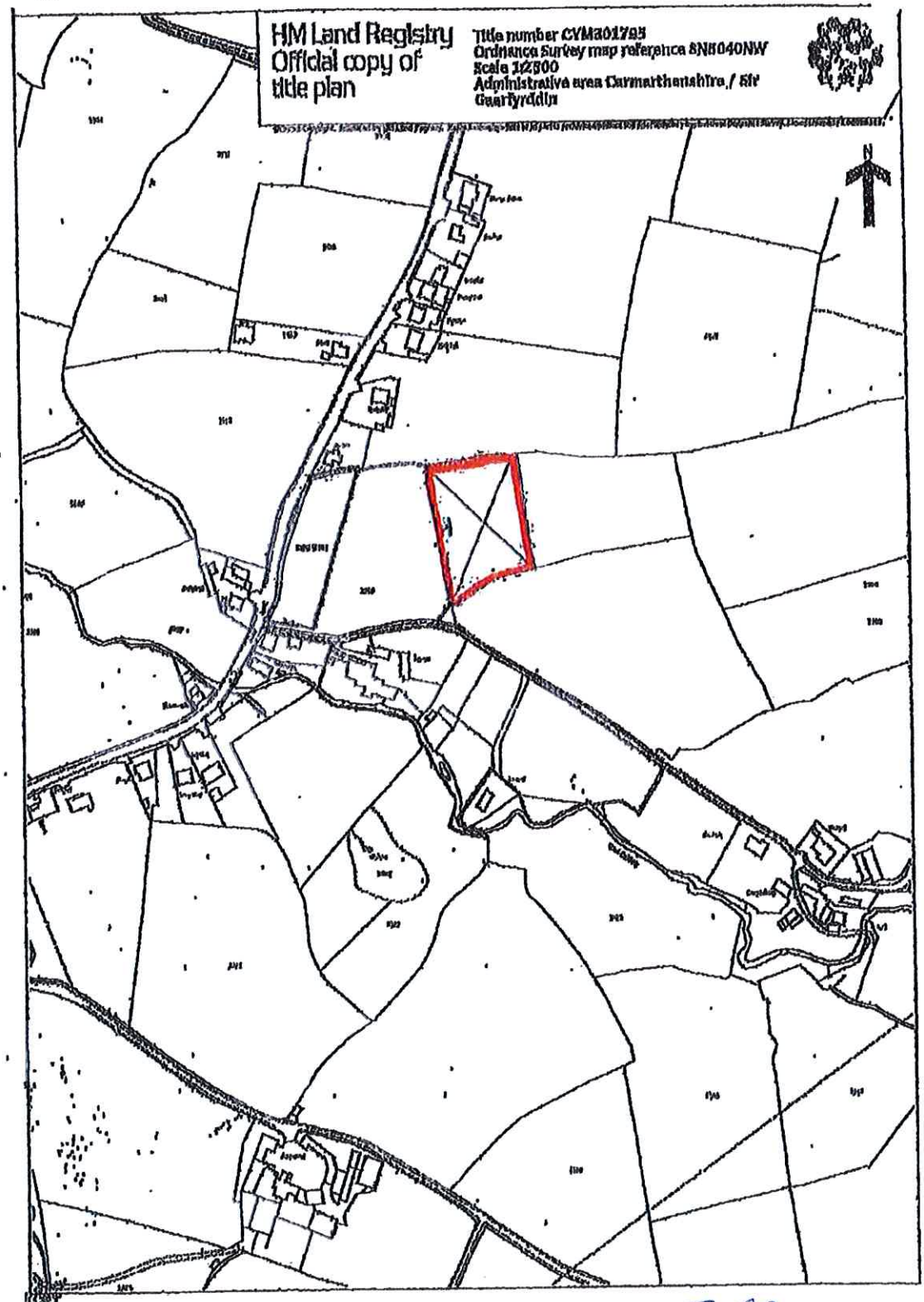
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud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

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

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

This official copy is incomplete without the preceding notes page.

PLAN 1.



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Mae'r copi swyddogol hwn yn anghyflawn heb y dudalen nodiadau flaenorol.

This official copy is incomplete without the preceding notes page.

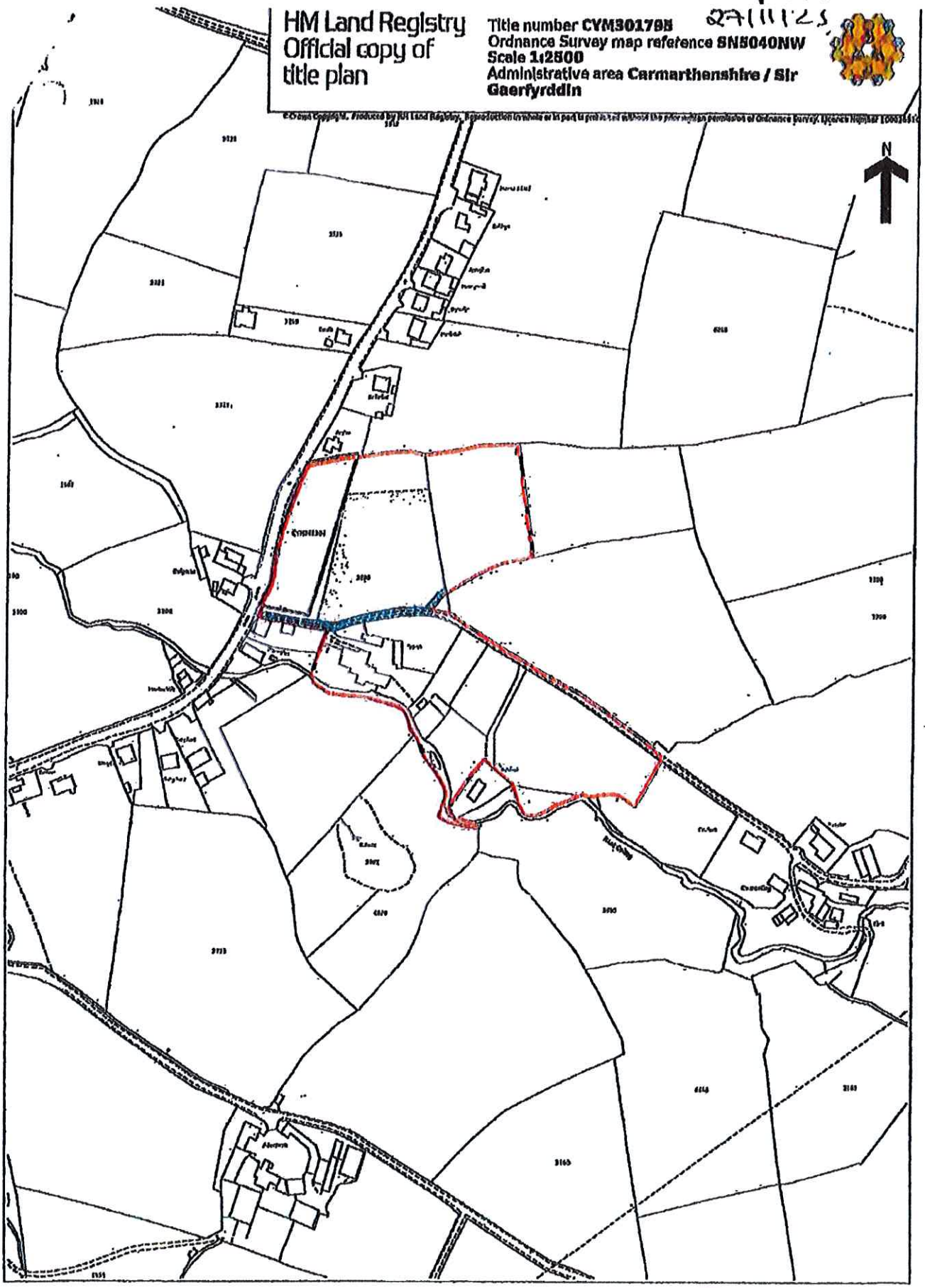
PLAN 2

27111125

HM Land Registry Official copy of title plan

Title number **CYM301795**
Ordnance Survey map reference **SN5040NW**
Scale **1:2500**
Administrative area **Carmarthenshire / Sir Gaerfyrddin**

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T. Padmore

This official copy is incomplete without the preceding notes page.
Mae'r copi swyddogol hwn yn anghyflawn heb y dudalen nodiadau flaenorol.

This official copy is incomplete without the preceding notes page.

These are the notes referred to on the following official copy

Title Number CYM852440

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.

HM Land Registry

Transfer of part of registered title(s)

TP1

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

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

For information on how HM Land Registry processes your personal information, see our Personal Information Charter.

Leave blank if not yet registered.

1 Title number(s) out of which the property is transferred:
CYM301795

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

2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:

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.

3 Property:
Ty Gwyn, Llanllwni, LLanybydder, Carmarthenshire, SA40 9SQ

The property is identified

☒ on the attached plan and shown edged red

☐ on the title plan(s) of the above titles and shown:

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

4 Date: 19/8/22

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

Complete as appropriate where the transferor is a company.

5 Transferor:
David Andrew Packham and Tracey Jane Packham
For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:

For overseas companies
(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

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.

6 Transferee for entry in the register:

Blake Michael Richardson and Laura Jayne Margaret Buffett

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:
For overseas companies
(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

This official copy is incomplete without the preceding notes page.

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.

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

Ty Gwyn, Llanllwni, LLanybydder, Carmarthenshire, SA40 9SQ

8 The transferor transfers the property to the transferee

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.

9 Consideration

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

six hundred and forty thousand pounds (£640,000.00)

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

☐ Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

10 The transferor transfers with

☒ full title guarantee

☐ limited title guarantee

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

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

x☐ 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:

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.

12 Additional provisions

Definitions

12.1.1 'The Plan' means the Plan annexed hereto

12.1.2 'The Accessway' means the road leading from the public highway to the Property, coloured in green on the Plan.

This official copy is incomplete without the preceding notes page.

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

12.1.3 'Retained land' means the remaider of title CYM301795 as is not comprised in the Property.

12.1.4 'Service media' means the conduits and equipment used for the reception, generation, passage and/or storage of Utilities

12.1.5 'Utilities means electricity , and surface drainage signals, electronic communications and all other utilities serving or consumed at the Property

12.2 Rights granted for the benefit of the Property

12.2.1 The Transfer grants to the Transferee for the benefit of the Property subject to the payment of the sums referred to in clause 12.3.1
(a) the right for the Transferee and its successors in Title and those authorised by it or them (in common with the Transferor and other persons having the same right) to pass with and without vehicles over and along the Accessway at all times and for all purposes connected with the use and enjoyment of the Property.
(b) the right of passage of Utilities through the Service Media serving the Property which are now installed on, in over or under the Accessway and such part of the Retained Land as coloured blue on the Plan .
(c) the right for the Transferee to lay or construct at any time and afterwards to maintain in, on, under or over the the Accessway and such part of the Retained Land as coloured blue on the Plan any Service Media necessary to supply services for the benefit of any part of the Property the person or persons exercising any of these rights causing as little inconvenience and damage as possible and making good any damage caused as soon as reasonably practicable
(d) the right with or without employees and workmen at all reasonable times and on reasonable notice to enter the Accessway and such part of the Retained Land as coloured blue on the Plan for the purposes of firstly repairing, cleaning, maintaining and constructing or renewing any part of the Property where those works cannot otherwise be conveniently or effectively carried out and secondly repairing and maintaining the Service Media serving the Property the person or persons exercising any of these rights causing as little inconvenience and damage as possible and making good any damage caused as soon as reasonably practicable

12.3 Positive covenants by the Transferee

12.3.1 The Transferee covenants with the Transferor, for the benefit of the Retained Land and each and every part of it, with the intention of binding the Property and every part of it
(a) To pay the Transferor on written demand a one seventh share of the reasonable cost of any maintenance or repair of the Accessway as agreed between the Transferor and Transferee but it is expressly agreed that there will be no obligation on the Transferee to pay towards any cost in enhancing or improving the Accessway from the condition that it is in at the date of this transfer.

This official copy is incomplete without the preceding notes page.

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

Rights granted for the benefit of the property

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

Rights reserved for the benefit of other land

Include words of covenant.

Restrictive covenants by the Transferor

Not to obstruct the accessway or permit or suffer anyone expressly or impliedly with his permission or under his control to do so.

Other

1.18 The Property will not, by virtue of this Transfer, have any rights or easements or the benefit of any other matters over the Retained Land other than those (if any) which are expressly mentioned in or granted by this Transfer and Section 62 of the Law of Property Act 1925 is qualified so as not to include any liberties, privileges, easements, rights or advantages over the Retained Land except as expressly mentioned in or created by this Transfer.

Include words of covenant.

This official copy is incomplete without the preceding notes page.

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

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

David Andrew Packham .....

in the presence of

Signature of witness: .....

Name (in BLOCK CAPITALS):

BETHAN DAVIES

Address: 1 Harford Square

Lampeter SA48 7HD.

Signed as a deed by

Tracey Jane Packham .....

in the presence of

Signature of witness: .....

Name (in BLOCK CAPITALS):

BETHAN DAVIES

Address: 1 Harford Square.

Lampeter SA48 7HD.

Signed as a deed by

Blake Michael Richardson .....

in the presence of

Signature of witness: .....

This official copy is incomplete without the preceding notes page.

Name (in BLOCK CAPITALS):

.....

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

Signed as a deed by

Laura Jayne Margaret Buffett.....

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.

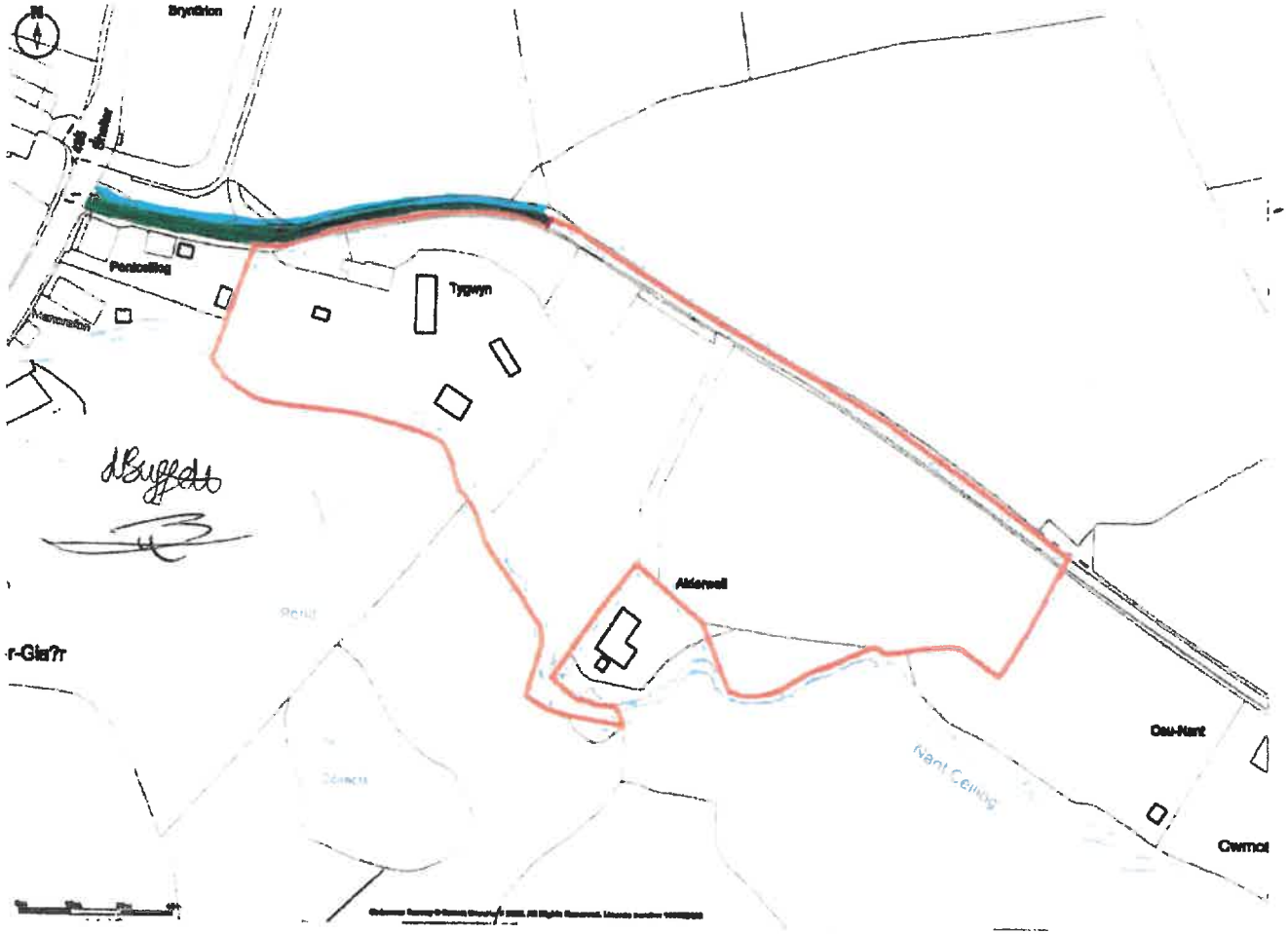
Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply 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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This official copy is incomplete without the preceding notes page.

This official copy is incomplete without the preceding notes page.

Ty Gwyn, Llanllwni, Carmarthenshire. SA40 9SQ



Promap
LANDMARK INFORMATION

Ordnance Survey © Crown Copyright 2002. All Rights Reserved.
Licence number [illegible]
Plotted Scale - 1:1250. Paper Size - A4

MORGAN & DAVIES

Morgan Davies Estate Agents, Lampeter. SA48 7DT

for the Transferors.

HM Land Registry
Transfer of part of registered title(s)

TP1

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

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

For information on how HM Land Registry processes your personal information, see our Personal Information Charter.

Leave blank if not yet registered.

1 Title number(s) out of which the property is transferred:
CYM301795

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

2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:

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.

3 Property:
Ty Gwyn, Llanllwni, LLanybydder, Carmarthenshire, SA40 9SQ

The property is identified

☒ on the attached plan and shown edged red

☐ on the title plan(s) of the above titles and shown:

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

4 Date: 19th August 2022

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

Complete as appropriate where the transferor is a company.

5 Transferor:
David Andrew Packham and Tracey Jane Packham
For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:

For overseas companies
(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

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.

6 Transferee for entry in the register:

Blake Michael Richardson and Laura Jayne Margaret Buffett

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:
For overseas companies
(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

This official copy is incomplete without the preceding notes page.

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.

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

Ty Gwyn, Llanllwni, LLanybydder, Carmarthenshire, SA40 9SQ

8 The transferor transfers the property to the transferee

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.

9 Consideration

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

six hundred and forty thousand pounds (£640,000.00)

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

☐ Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

10 The transferor transfers with

☒ full title guarantee

☐ limited title guarantee

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

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

x☐ 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:

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.

12 Additional provisions

Definitions

12.1.1 'The Plan' means the Plan annexed hereto

12.1.2 'The Accessway' means the road leading from the public highway to the Property, coloured in green on the Plan.

This official copy is incomplete without the preceding notes page.

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

12.1.3 'Retained land' means the remaider of title CYM301795 as is not comprised in the Property.

12.1.4 'Service media' means the conduits and equipment used for the reception, generation, passage and/or storage of Utilities

12.1.5 'Utilities means electricity , and surface drainage signals, electronic communications and all other utilities serving or consumed at the Property

12.2 Rights granted for the benefit of the Property

12.2.1 The Transfer grants to the Transferee for the benefit of the Property subject to the payment of the sums referred to in clause 12.3.1
(a) the right for the Transferee and its successors in Title and those authorised by it or them (in common with the Transferor and other persons having the same right) to pass with and without vehicles over and along the Accessway at all times and for all purposes connected with the use and enjoyment of the Property.
(b) the right of passage of Utilities through the Service Media serving the Property which are now installed on, in over or under the Accessway and such part of the Retained Land as coloured blue on the Plan .
(c) the right for the Transferee to lay or construct at any time and afterwards to maintain in, on, under or over the the Accessway and such part of the Retained Land as coloured blue on the Plan any Service Media necessary to supply services for the benefit of any part of the Property the person or persons exercising any of these rights causing as little inconvenience and damage as possible and making good any damage caused as soon as reasonably practicable
(d) the right with or without employees and workmen at all reasonable times and on reasonable notice to enter the Accessway and such part of the Retained Land as coloured blue on the Plan for the purposes of firstly repairing, cleaning, maintaining and constructing or renewing any part of the Property where those works cannot otherwise be conveniently or effectively carried out and secondly repairing and maintaining the Service Media serving the Property the person or persons exercising any of these rights causing as little inconvenience and damage as possible and making good any damage caused as soon as reasonably practicable

12.3 Positive covenants by the Transferee

12.3.1 The Transferee covenants with the Transferor, for the benefit of the Retained Land and each and every part of it, with the intention of binding the Property and every part of it
(a) To pay the Transferor on written demand a one seventh share of the reasonable cost of any maintenance or repair of the Accessway as agreed between the Transferor and Transferee but it is expressly agreed that there will be no obligation on the Transferee to pay towards any cost in enhancing or improving the Accessway from the condition that it is in at the date of this transfer.

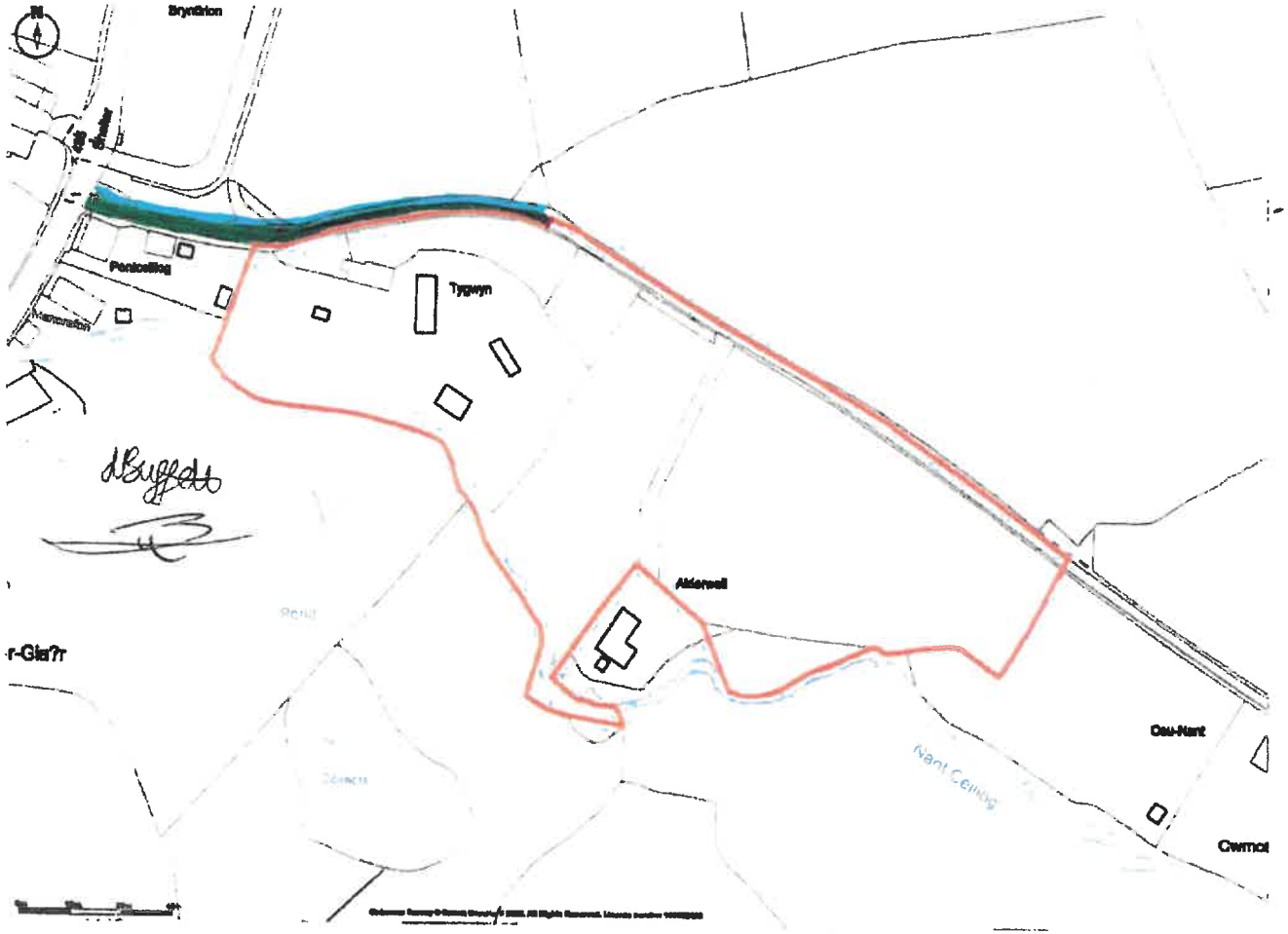
This official copy is incomplete without the preceding notes page.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.	Rights granted for the benefit of the property
Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.	Rights reserved for the benefit of other land
Include words of covenant.	Restrictive covenants by the Transferor Not to obstruct the accessway or permit or suffer anyone expressly or impliedly with his permission or under his control to do so. Other 1.18 The Property will not, by virtue of this Transfer, have any rights or easements or the benefit of any other matters over the Retained Land other than those (if any) which are expressly mentioned in or granted by this Transfer and Section 62 of the Law of Property Act 1925 is qualified so as not to include any liberties, privileges, easements, rights or advantages over the Retained Land except as expressly mentioned in or created by this Transfer.
Include words of covenant.	

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This official copy is incomplete without the preceding notes page.

Ty Gwyn, Llanllwni, Carmarthenshire. SA40 9SQ



Promap
LANDMARK INFORMATION

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Licence number [illegible]
Plotted Scale - 1:1250. Paper Size - A4

MORGAN & DAVIES

Morgan Davies Estate Agents, Lampeter. SA48 7DT

for the Transferors.

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

David Andrew Packham .....

in the presence of

Signature of witness: .....

Name (in BLOCK CAPITALS):

.....

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

Signed as a deed by

Tracey Jane Packham.....

in the presence of

Signature of witness: .....

Name (in BLOCK CAPITALS):

.....

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

X Signed as a deed by

Blake Michael Richardson .....

in the presence of

Signature of witness: .....

Name (in BLOCK CAPITALS):

MISS BRENDA RENE THERESA HOGGINS

Address: 11 CULLYN RD
CRESSEX
HIGH WYCOMBE
BUCKS HP12 4AN.

This official copy is incomplete without the preceding notes page.

Signed as a deed by

Laura Jayne Margaret Buffett ..... dbuggett .....

in the presence of

Signature of witness: .....

Name (in BLOCK CAPITALS):

MISS BELINDA RENE THERESA HIGGINS

Address: 11 CULLYN ROAD
CRESSEX
HIGH WYCOMBE
BUCKS HP12 4AN

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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This official copy is incomplete without the preceding notes page.

These are the notes referred to on the following official copy

Title Number CYM301795

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.

HM Land Registry
Transfer of whole of registered title(s)

TR1

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.

Leave blank if not yet registered.

1 Title number(s) of the property:

CYM301795

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

2 Property:
Ty Gwyn, Llanllwni, Llanybydder, SA40 9QS

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

3 Date: 29 March 2018

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

4 Transferor:
Ashleigh William Fletcher as Trustee in Bankruptcy of the Bankrupt and William Matthew Evans

Complete as appropriate where the transferor is a company.

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:

For overseas companies
(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

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

5 Transferee for entry in the register:

Mr David Andrew Packham and Mrs Tracey Jane Packham

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.

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:

For overseas companies
(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

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

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

Ty Gwyn, Llanllwni, Llanybydder, SA40 9QS

7 The transferor transfers the property to the transferee

This official copy is incomplete without the preceding notes page.

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 11.

8 Consideration

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

TWO HUNDRED AND FIFTY NINE THOUSAND POUNDS (£259,000.00)

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

☐ Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

9 The transferor transfers with

☐ full title guarantee

☐ limited title guarantee

No title guarantee

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

10 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:

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.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

11 Additional provisions

1.1 The definitions in this clause apply in this transfer.

Bankrupt: David John Evans of Ty Gwyn, Llanllwni, Llanybydder, Carmarthenshire, SA40 9SQ

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

Trustee in Bankruptcy: Ashleigh Williams Fletcher of Begbies Traynor (SY) LLP, Kendal House, 41 Scotland Street, Sheffield, S3 7BS

This official copy is incomplete without the preceding notes page.

1.2 The expression "tenant covenant" has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.

2.1 The disposition effected by this transfer is subject to:

(a) any matters discoverable by inspection of the Property before ~~[DATE OF CONTRACT]~~ 20 MARCH 2018;

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

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

(d) any matters, contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 11 October 2017 at 15:26:59under title number CYM301795.

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

(f) any matters which are unregistered interests which override first registration under Schedule 1 to the Land Registration Act 2002.

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

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

2.4 The Transferor certifies that the Property forms part of the bankruptcy estate of the Bankrupt within the meaning of section 283(1) IA 1986.

2.5 It is agreed and declared that neither the Trustee in bankruptcy nor his firm (both present and future) nor any of the partners or employees of that firm, nor any person acting on his behalf shall incur any personal liability whatsoever whether arising directly or indirectly under this

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transfer.

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

If there is more than one transferee and panel 10 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.

Remember to date this deed in panel 3.

12 Execution

Signed as a Deed by
Ashleigh William Fletcher in
his capacity as the Trustee
in Bankruptcy of **David John Evans**
acting in accordance with powers
conferred on him by the
Insolvency Act 1986 (as amended)
without personal liability:



In the presence of:

.....
Witness Signature

ADELE HAZLEHURST
Witness Name

C/O KENDAL HOUSE, 41 SCOTLAND STREET,
Witness Address SHEFFIELD, S3 7BS

INSOLVENCY MANAGER
Witness Occupation

Signed as a Deed by
Ashleigh William Fletcher in
on behalf of **David John Evans**
in his capacity as the Trustee in
Bankruptcy of David John Evans and
acting in accordance with powers
conferred on him by the
a court order dated 12 May 2016
without personal liability:



In the presence of:

.....
Witness Signature

ADELE HAZLEHURST
Witness Name

C/O KENDAL HOUSE, 41 SCOTLAND STREET,
Witness Address SHEFFIELD, S3 7BS

INSOLVENCY MANAGER
Witness Occupation

This official copy is incomplete without the preceding notes page.

Signed as a Deed by
Ashleigh William Fletcher
on behalf of **William Matthew Evans**
(the co owner) in his capacity as
the Trustee in Bankruptcy of
David John Evans acting in accordance
with powers conferred on him by a court
order dated 12 May 2016



In the presence of:

.....
Witness Signature

ADELE HAZLEHURST
Witness Name

90 KENDAL HOUSE, 41 SCOTLAND STREET,
Witness Address SHEFFIELD, S3 7BS.

INSOLVENCY MANAGER
Witness Occupation

SIGNED as a DEED by
David Andrew Packham

In the presence of:

.....
Witness Signature

.....
Witness Name

.....
Witness Address

.....
Witness Occupation

SIGNED as a DEED by
Tracey Jane Packham

In the presence of:

.....
Witness Signature

.....

This official copy is incomplete without the preceding notes page.

Witness Name

.....

Witness Address

.....

Witness Occupation

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

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

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

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These are the notes referred to on the following official copy

Title Number WA826735

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
Statement of truth in support of an application for registration and/or noting of a prescriptive easement

ST4

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.

If a joint statement is made by two or more persons, consequential amendments can be made to the text in the panels (for example, 'I' can be changed to 'we').

Land Registry is unable to give legal advice but our website www1.landregistry.gov.uk provides guidance on Land Registry applications. This includes public guides and practice guides (aimed at conveyancers) that can also be obtained from any Land Registry office.

Insert full name.

Insert full address.

1 I: **ANNE-MARIE OSTERLOFF**

of: Alderwell, Abergiar Llanllwni Llanybydder Carmarthenshire SA40 9SQ

make this statement in support of an application to Land Registry for registration and/or noting of an easement based upon prescription.

2 Status of person making this statement

I am

Place 'X' in one box only.

- [X] the legal owner of the benefiting land (other than as personal representative)
- [ ] making this statement on behalf of:

This is for cases where the legal owner is a company or firm, someone who has died, or is otherwise incapable of making the statement personally. Insert the name and address of the legal owner.

who is currently or was previously the legal owner of the benefiting land but who cannot make this statement for the following reasons:

- [ ] other:

Please specify and enclose any relevant documentation.



See note above.

3 Type of application

Place 'X' in one box only.

- [ ] Registration of benefit of an easement – benefiting land is registered and burdened land is unregistered
- [X] Registration of benefit of easement and entry of notice of burden – benefiting land is registered and burdened land is registered
- [ ] Entry of notice of burden of easement – burdened land is registered and benefiting land is unregistered

If applying for entry of a unilateral notice, do not use this form - please use form UN1 instead.

This official copy is incomplete without the preceding notes page.

4 Title number(s) of the benefiting land (if registered):

WA826735

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

If the benefit of the easement is claimed in relation to unregistered land or part only of the land in the claimant's registered title(s), you must identify the benefiting land by attaching a plan showing the relevant land or (if appropriate) by referring to an existing reference on the title plan.

5 Description of the benefiting land:

Alderwell, Abergiar Llanllwni Llanybydder Carmarthenshire SA40 9SQ

Place 'X' in the appropriate box(es) and complete the first statement if appropriate.

Enter reference, for example 'edged red'.

☒ The land is clearly identified on the attached plan No 1 and shown:

Edged red

☐ The land is unregistered and is comprised in the copy title deeds enclosed

If the benefiting land is unregistered, enclose any copy title deeds, if available.

6 Title number(s) of the burdened land (if registered):

CYM301795

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

If the easement affects unregistered land or part only of the land in one or more registered titles, you must identify the burdened land by attaching a plan showing the relevant land or (if appropriate) by referring to an existing reference on the title plan.

7 Description of the burdened land:

(1) The accessway leading from Alderwell Abergiar aforesaid to the A485 being part of the land know as Ty Gwyn Llanllwni aforesaid

(2) The land through and/or under which a mains water pipe runs

Place 'X' in the appropriate box(es) and complete the first statement if appropriate.

Enter reference, for example 'edged red'.

☒ The land is clearly identified on the attached plan No 1 and shown:

(a) as to the accessway coloured brown and

(b) as to the pipe the approximate position of which is shown with a blue broken line

If the burdened land is unregistered, enclose any copy title deeds, if available.

☐ The land is unregistered and is comprised in the copy title deeds enclosed

Insert name and address of any known freehold owner of the land or person thought to be the freehold owner, such as the person having the unregistered documentary title to the land or being the registered proprietor of registered land, and/or any tenants and/or mortgagees. If not known, please state this by inserting 'not known'.

8 Identity of the freehold owner of the burdened land or person thought to be the owner and related persons:

David John Evans and William Matthew Evans
of Ty Gwyn Llanllwni Llanbydder SA41 9SQ

This official copy is incomplete without the preceding notes page.

Describe the easement claimed to have been acquired by prescription as it might be described in the register. For example, 'a right of way with or without vehicles for the benefit of [describe benefiting land] over [describe burdened land]'.	9 Easement claimed: (a) A right of way with or without vehicles over and along the accessway coloured brown on Plan No 1 annexed hereto (b) The right of supply of water from the mains through the pipe the approximate position of which is shown with a blue broken line on Plan No 1 annexed hereto
Insert details of the facts relied on to support the claim that an easement has been acquired by prescription.	10 Details of user: Both accessway and water supply pipe have been used by the owners of Alderwell since 28th June 1982 (if not before) as evidenced in the Statutory Declarations enclosed herewith
Insert details of date and circumstances in which the user in panel 10 started and finished. Any 'gaps' must be specified if the period is not continuous.	11 Period of user: Since 28th June 1982 (if not before)
Place 'X' in one box only and complete the relevant statement if appropriate. Insert details, including dates, and attach any available correspondence or other relevant documentation. If you place 'X' in the second box you are unlikely to establish a claim to the easement by prescription.	12 User without force, secrecy or permission I confirm that ☒ to the best of my knowledge and belief, the user has always been exercised without force, secrecy or permission ☐ the user has not always been exercised without force, secrecy or permission because:
Insert details of any past or present contact with the owner of the burdened land or person thought to be the owner and/or any tenants and/or mortgagees of that land, including dates. If none, please state this by inserting 'none'. If there has been any dispute concerning the claimed right, please provide details, including dates. Attach copies of all available correspondence or documents relating to the contact or dispute.	13 Contact with freehold owner of the burdened land and related persons: None
Insert other relevant details, (if any).	14 Other relevant details Alderwell was sold (i) on 28th June 1982 by NG & MI Willison to P & NM Bristow; (ii) in August 1987 by P & NM Bristow to CJ & NM Timmins; (iii) in March 2003 by CJ & NM Timmins to WAL & C Charles and (iv) on 15th December 2006 by WAL & C Charles to Peter Laurence and Anne-Marie Osterloff

This official copy is incomplete without the preceding notes page.

If the person making the statement is unable to sign it, this wording will need to be amended to comply with rule 215A(5) and (6) of the Land Registration Rules 2003. In addition, and in cases where the person making the statement is unable to read, there will need to be an appropriate certificate: see rule 215A(4) and (5).

15 I believe that the facts and matters contained in this statement are true

Signature (of person making this statement): .....

Print full name: ANNE-MARIE OSTERLOFF

Date: 22-08-11

WARNING

If the application proceeds, notice of the application (accompanied by a copy of this statement of truth) may be sent by the registrar to the owner of the land or any person thought to be the owner and/or any other person upon whom the registrar considers it necessary or desirable to serve notice.

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.

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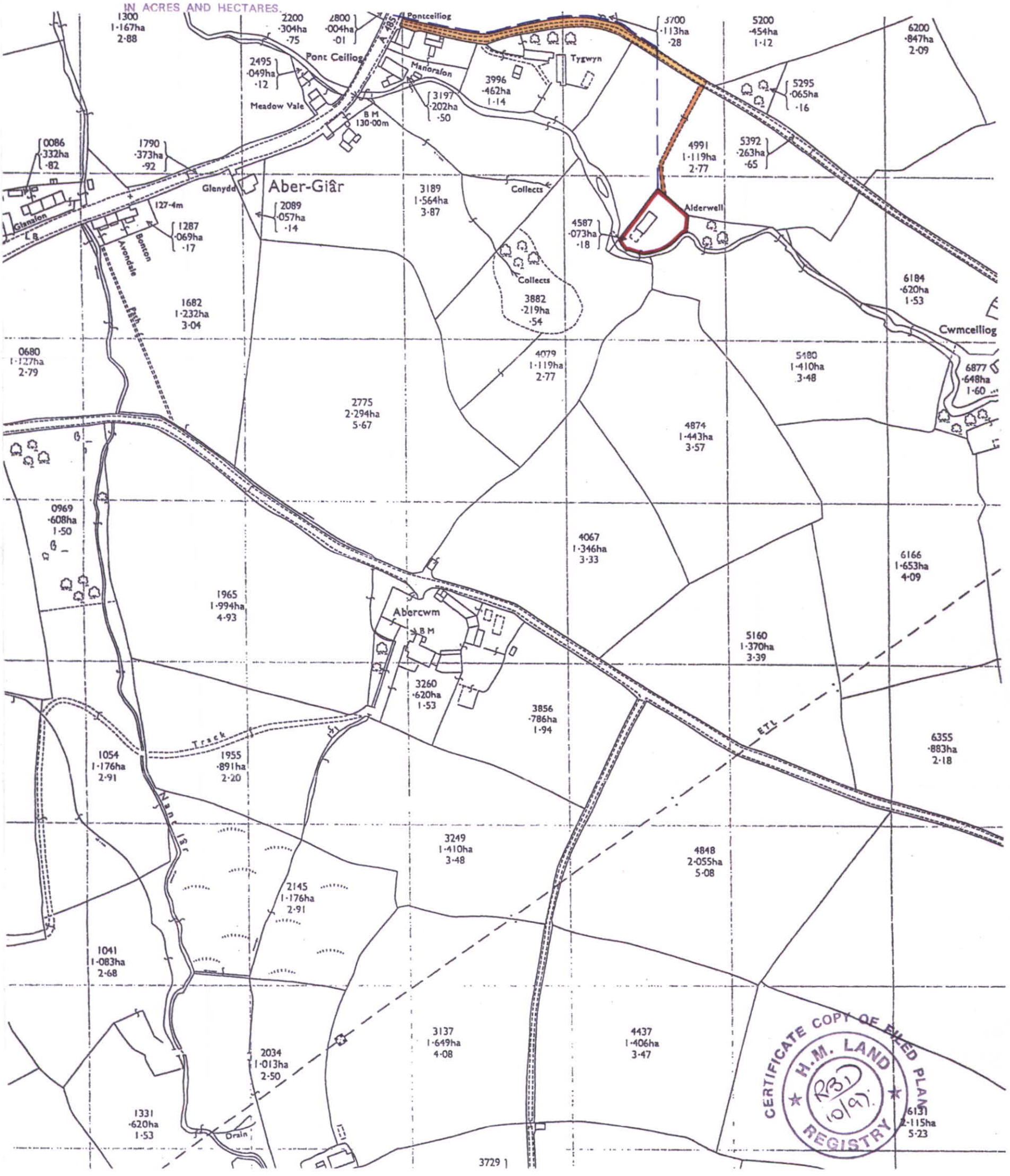
H.M. LAND REGISTRY

TITLE NUMBER

WA 826735

ORDNANCE SURVEY PLAN REFERENCE	SN 5040	Scale 1/2500
ADMINISTRATIVE AREA	CARMARTHENSHIRE/SIR GAERFYRDDIN	© Crown Copyright

NOTE: AREAS ON THIS PLAN ARE EXPRESSED IN ACRES AND HECTARES.



PLAN No 1

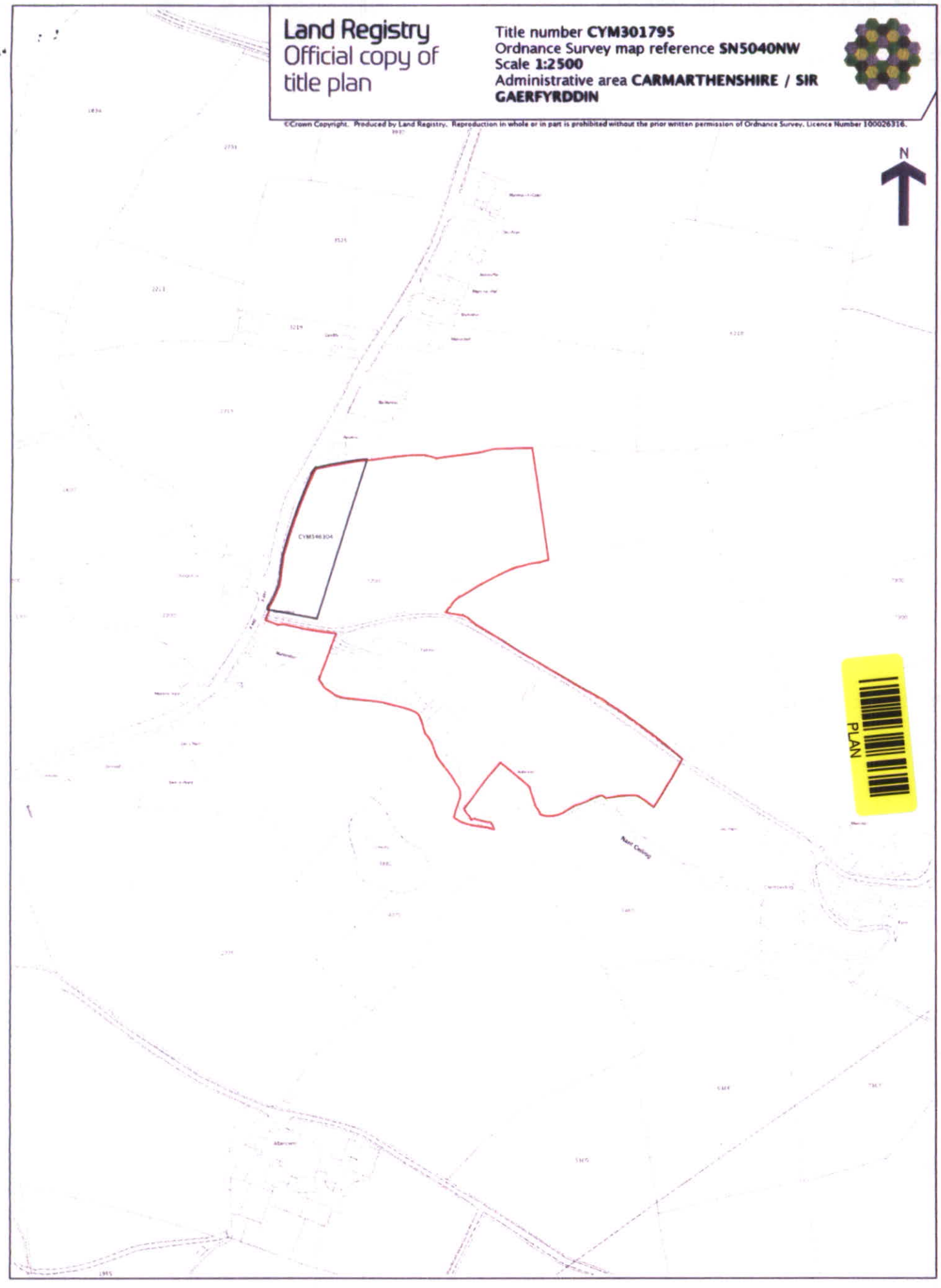
CERTIFICATE COPY OF FILED PLAN
H.M. LAND REGISTRY
R31 10/97

This official copy is incomplete without the preceding notes page.

Land Registry
Official copy of title plan

Title number **CYM301795**
Ordnance Survey map reference **SN5040NW**
Scale **1:2500**
Administrative area **CARMARTHENSHIRE / SIR GAERFYRDDIN**

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PLAN No 2

This official copy is incomplete without the preceding notes page.
Mae'r copi swyddogol hwn yn anghyflawn heb y dudalen nodiadau flaenorol.

This official copy is incomplete without the preceding notes page.

Practical Law Real Estate:UK

Commercial Property Standard Enquiries

CPSE.7 (version 1.3.3) 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: MRS TRACEY JANE PACKHAM

Buyer:

Property: LAND LYING TO THE NORTH OF TY GWYN

Transaction: AUCTION

Seller's solicitors: ST JOHN LEGAL

Buyer's solicitors:

Date: 25 AUGUST 2026

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).

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- **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.

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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?

[Insert answer to question here] NOT AWARE

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

[Insert answer to question here] ALL CHANGES REGISTERED WITH LAND REGISTRY

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? HEDGE AT TOP OF FIELD - SEE LAND REGISTRY

(c) Which of them have you treated as a party structure or jointly repaired or maintained with someone else? N/A

(d) Are there any agreements for their maintenance or for the demarcation of any boundary? YES

(e) Are any of them subject to a party wall award or agreement? NO

[Insert answer to question here] RIGHT HAND SIDE STOCK PROOF FENCE - SEE LAND REGISTRY

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

[Insert answer to question here] FOOTPATH AT TOP OF FIELD NOT CONNECTED TO LAND SEE LAND REGISTRY

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

[Insert answer to question here] NO

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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?

[Insert answer to question here] N/A

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

[Insert answer to question here] 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?

[Insert answer to question here] NOT APPLICABLE

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

[Insert answer to question here] THERE IS A TRACK

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

[Insert answer to question here] NO

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?

[Insert answer to question here] N/A

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.

[Insert answer to question here] N/A

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

[Insert answer to question here] NOT AWARE

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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?

[Insert answer to question here]	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?

[Insert answer to question here]	NO

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; NO

(b) subsidence, settlement, landslip or heave; NO

(c) defective Conduits, fixtures, plant or equipment; NO

(d) rising damp, rot, or any fungal or other infection; NO

(e) Japanese knotweed; NO

(f) any other infestation; or NO

(g) flooding? NO

[Insert answer to question here]	NOT APPLICABLE

4.2 Is there any Green Deal Plan affecting the Property?

[Insert answer to question here]	N/A

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?

[Insert answer to question here]	N/A

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.

[Insert answer to question here]	N/A

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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.

[Insert answer to question here] N/A

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.

[Insert answer to question here] N/A

5. CONTENTS

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

[Insert answer to question here] N/A

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.

[Insert answer to question here] N/A

6. UTILITIES AND SERVICES

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

[Insert answer to question here] FIELD ELECTRIC ABOVE + BELOW GROUND WATER TROUGH

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

[Insert answer to question here] ELECTRIC CABLE BELOW THE TRACK

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

[Insert answer to question here] N/A

6.4 Please provide:

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(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.

[Insert answer to question here] N/A

7. FIRE SAFETY AND MEANS OF ESCAPE

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

[Insert answer to question here] N/A

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?

[Insert answer to question here] N/A

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

[Insert answer to question here] 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?

[Insert answer to question here] NOT AWARE

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

[Insert answer to question here] NOT APPLICABLE

8.3 What works have been carried out at the Property during the last 10 years?

[Insert answer to question here] N/A

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

[Insert answer to question here] ~~N/A~~ CHANGE OF USE SEE PLANNING APPROVAL

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

[Insert answer to question here] FIELD

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.

[Insert answer to question here] PLANNING FOR 3 DWELLINGS SUPPLIED

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?

[Insert answer to question here] NO

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

[Insert answer to question here] NOT AWARE

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

[Insert answer to question here] N/A

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?

[Insert answer to question here] NOT AWARE

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

[Insert answer to question here] NO

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?

[Insert answer to question here] NOT AWARE

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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?

[Insert answer to question here]	NO

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

[Insert answer to question here]	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?

[Insert answer to question here]	N/A

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

[Insert answer to question here]	N/A

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.

[Insert answer to question here]	N/A

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

[Insert answer to question here]	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.

[Insert answer to question here]	N/A

10.8 If the Seller is an overseas entity as defined in section 2 of the Economic Crime (Transparency and Enforcement) Act 2022:

(a) Has it received a notice under section 1092A of the Companies Act 2006?

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(b) Has it complied with the duty to provide information in response to that notice?

[Insert answer to question here]	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.

[Insert answer to question here]	ENVIRONMENTAL REPORT SUPPLIED (IN PLANNING PERMISSION)

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

[Insert answer to question here]	N/A

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).

[Insert answer to question here]	N/A

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.

[Insert answer to question here]	NO 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.

[Insert answer to question here]	NO CONFIRMED

12. OCCUPIERS

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

[Insert answer to question here]	NO

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

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[Insert answer to question here] N/A

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?

[Insert answer to question here] N/A

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

[Insert answer to question here] N/A

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.

[Insert answer to question here] 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.

[Insert answer to question here] N/A

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

[Insert answer to question here] N/A

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?

[Insert answer to question here] N/A

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?

[Insert answer to question here] N/A

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

[Insert answer to question here]	NO

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

[Insert answer to question here]	N/A

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

[Insert answer to question here]	N/A

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.

[Insert answer to question here]	N/A

16. DISPUTES

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

[Insert answer to question here]	N/A

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.

[Insert answer to question here]	N/A

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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?

[Insert answer to question here]	N/A

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?

[Insert answer to question here]	N/A

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.

[Insert answer to question here]	N/A

19. VAT

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

[Insert answer to question here]	NO

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.

[Insert answer to question here]	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?

[Insert answer to question here]	NO

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

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(b) evidence of the reason that compulsory standard-rating applies to this transaction.

[Insert answer to question here]	STANDARD LAND 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.

[Insert answer to question here]	EXEMPT

20. CAPITAL ALLOWANCES

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

[Insert answer to question here]	NO

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.

[Insert answer to question here]	N/A

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These are the notes referred to on the following official copy

Title Number CYM836159

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.

115

DATED 13th June 1988

WILLIAM DAVID EVANS

to

THOMAS EMYR SAUNDERS EVANS
AND IRIS ANN EVANS

Conveyance

relating to TY GWYN Llanllwni
Llanybydder Dyfed.

.....

Original produced and examined
this 28 day of June 2021
at the offices of
WILLIAMS & BOURNE Solicitors
1 HARFORD SQUARE
LAMPETER CEREDIGION SA48 7HD

VINCENT EVANS & COMPANY
LAMPETER

This official copy is incomplete without the preceding notes page.

THIS CONVEYANCE is made the Thirteenth day of April One Thousand Nine Hundred and Eighty Eight

-3 APR 1988
FINANCE ACT 1931

BETWEEN WILLIAM DAVID EVANS of Tygwyn Llanllwni Llanybyther in the County of Dyfed (hereinafter called "the Vendor") of the one part and THOMAS EMYR SAUNDERS EVANS AND IRIS ANNE EVANS both of Cefncoed Isaf Llanllwni aforesaid (hereinafter called "the Purchasers") of the one part.

WHEREAS:-

(1) By a Conveyance dated the Thirty First day of March One Thousand Nine Hundred and Eighty Eight and made between David John Cecil Davenport of the one part and the Vendor of the other part the property hereinafter described and intended hereby to be assured was with other property conveyed unto the Vendor for an estate in fee simple in possession subject only as hereinafter mentioned but otherwise free from incumbrances.

(2) The Vendor has agreed with the Purchasers for the sale to them of the said property hereinafter described for a like estate in possession subject only as hereinafter mentioned but otherwise free from incumbrances at the price of Twenty Two Thousand Pounds and it has been further agreed that the same shall be vested in the Purchasers as joint tenants in manner hereinafter appearing.

NOW THIS DEED WITNESSETH as follows:-

1. In pursuance of the said agreement and in consideration of the sum of Twenty Two Thousand Pounds now paid by the Purchasers to the Vendor (the receipt

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of which sum the Vendor hereby acknowledges) the Vendor as beneficial onwer hereby conveys unto the Purchasers ALL THOSE fields or parcels of land forming part of the holding known as TY GWYN Llanllwni Llanybyther in the County of Dyfed and containing by admeasurement 24.07 acres or thereabouts and more particularly described by reference to the Ordnance Survey Map of the District in the First Schedule hereto and delineated for the purpose of identification only and not of limitation on the map or plan thereof annexed hereto and thereon edged red TOGETHER with the full right and liberty for the Purchasers and their successors in title owners or occupiers for the time being of the said property hereby conveyed in common with others having a like right to pass and repass with or without animals and vehicles at all times and for all purposes connected with the use and enjoyment thereof over and along the drive or roadway shown coloured brown on the said plan between the points marked "A" and "B" thereon AND TOGETHER ALSO with the full right and liberty for the Purchasers and their successors in title owners or occupiers for the time being of the said property hereby conveyed to lay a water pipe-line under and through the adjoining land retained by the Vendor at a depth of not less than four feet and in conformity with the requirements of appropriate Water Authority along the route the approximate position of which is shown by means of a broken blue line on the said plan leading from the water main on the highway to the said property hereby conveyed between the points marked C and D thereon and to instal a meter at a point along the said water pipe

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approved by the appropriate Water Authority together with the full right and liberty to enter upon the retained land of the Vendor for the purpose only of repairing maintaining and renewing the said pipe-line and meter doing as little damage as possible to the said retained land through the exercise of the said right and paying reasonable compensation for any damage caused thereby AND FURTHER TOGETHER with the benefit of such other rights easements and privileges as may be enjoyed as incident to the user of the property hereby conveyed but SUBJECT to such rights easements and privileges as may affect the same TO HOLD the same unto the Purchasers in fee simple.

2. THE PURCHASERS HEREBY DECLARE as follows:-

(a) The Purchasers shall stand possessed of the property hereby conveyed upon trust to sell the same with power at discretion to postpone any sale and shall stand possessed of the net proceeds of sale (after payment of expenses) and of the rents and profits until sale (after payment of rates taxes costs of insurance repairs and other outgoings) IN TRUST for the Purchasers as joint tenants beneficially.

(b) UNTIL the whole of the property hereby conveyed has been sold pursuant to the foregoing trust for sale the Purchasers and other the trustees for sale hereunder shall have the same full and unrestricted power of mortgaging the property or any part thereof for any purpose and in any manner and of leasing or otherwise dealing therewith as an absolute beneficial owner of the property would have if the property had been vested in him in fee simple.

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3. The Purchasers hereby jointly and severally covenant for themselves and their successors in title with the Vendor that they the Purchasers will within one month the date of these presents erect a stock proof fence along the boundaries of the property hereby conveyed separating the same from the adjoining land retained b the Vendor and will forever after keep and maintain th said fence in a stock-proof state of repair.

4. The Vendor hereby acknowledge the right of the Purchasers to the production of the document of title specified in the Second Schedule hereto and to the delivery of copies thereof and undertake with the Purchasers for the safe custody thereof.

5. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction o of a series of transactions in respect of which the amount or value or the aggregate amount or value of t consideration exceeds THIRTY THOUSAND POUNDS.

THE FIRST SCHEDULE hereinbefore referred to

Number on Ordnance Survey Map	Area
5107 (Part)	1.89
5200	2.79
6200	2.09
6910	2.50
7105	2.15
7300	3.28
9006	3.10
9814	3.85
	24.07 acr

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THE SECOND SCHEDULE hereinbefore referred to

March 1988 — The hereinbefore recited Conveyance of this date

SIGNED SEALED AND DELIVERED by the said WILLIAM DAVID EVANS in the presence of:-

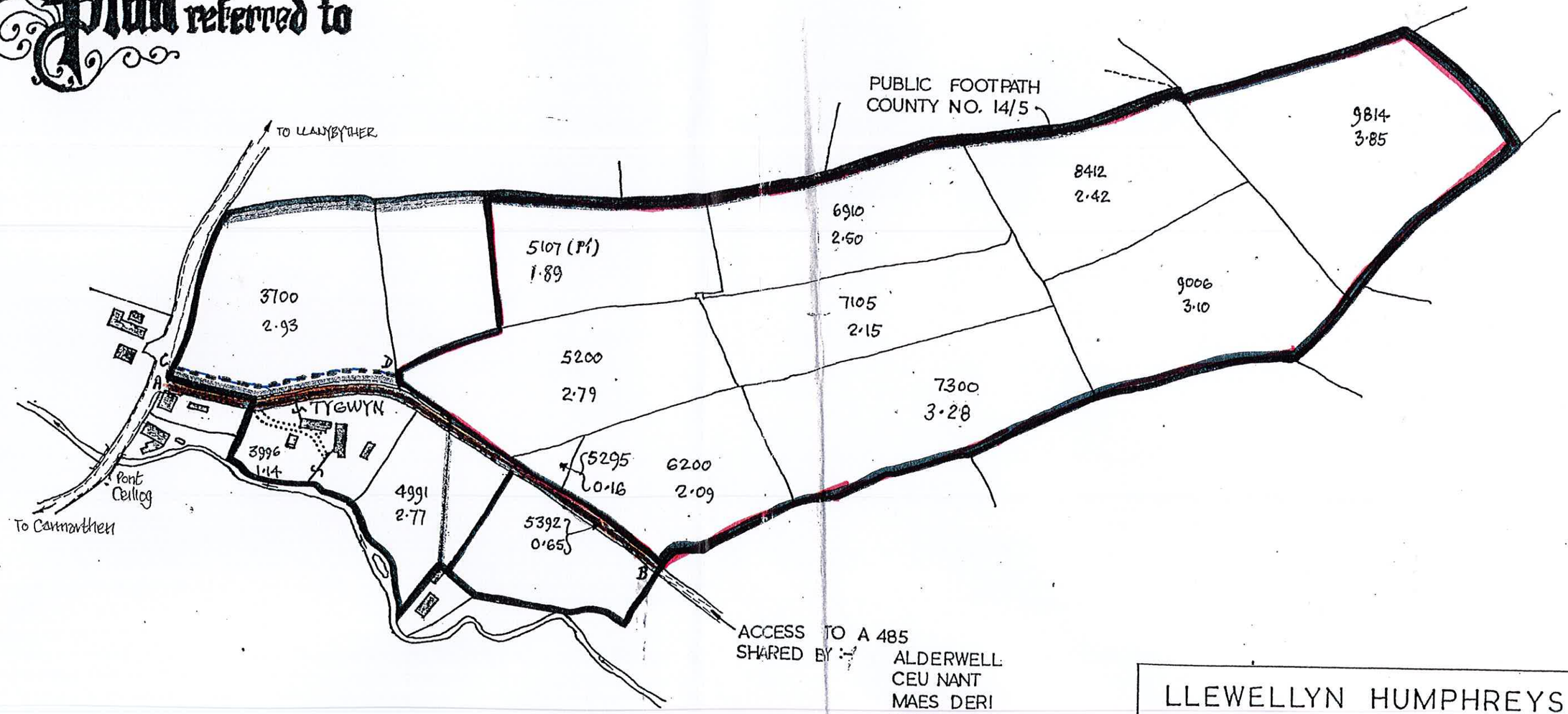
William David Evans

SIGNED SEALED AND DELIVERED by the said THOMAS EMYR SAUNDERS EVANS AND IRIS ANNE EVANS in the presence of:-

T. E. S. Evans.
I. A Evans

This official copy is incomplete without the preceding notes page.

Plan referred to



LLEWELLYN HUMPHREYS
CHARTERED SURVEYORS
CARMARTHEN

SCALE: 1/2500 | DATE: October 1987.

This official copy is incomplete without the preceding notes page.

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PLEASE NOTE: This plan ONLY shows assets owned by National Grid Electricity Distribution (NGED).
Electricity assets owned by National Grid Electricity Transmission (NGET) and IDNO's (Independent Network Operators) MAY be present in this area.

N

138.7m

59L1475P58

59L1475P57

Bryntirion

Plot 2

Plot 1

3W 0.05 Cu (11KV) 11/2024

A 485

Shelter

59-3509-1 Pontceiliog

59L1475P56

593509
PANT CEILIOG

WARNING: Environmental Sites switched off.

OVERHEAD LINE

SURF TELECOMS APPARATUS
S S

PILOT CABLES
P P P

UNDERGROUND CABLE
PL
SERVICE
LV
HV (11kV)
HV (33kV)
HV (66kV)
HV (132kV)

PME Earth

Pole Mounted Transformer

E Underground Earth

Ground Mounted Transformer

* ADVICE SHOULD BE SOUGHT FROM THE (NGED) CONTACT CENTRE (0845 601 2989) FOR ANY WORK THAT IS TO TAKE PLACE IN PROXIMITY TO 132kV UNDERGROUND CABLES AND 132kV OVERHEAD LINES

TITLE:

DRAWN BY:

DATE: 24/08/2026

SCALE 1:600 @ A3

PLOT CENTRE: 250373.370,241035.873

nationalgrid Electricity Distribution

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PLEASE NOTE: This plan ONLY shows assets owned by National Grid Electricity Distribution (NGED).
Electricity assets owned by National Grid Electricity Transmission (NGET) and IDNO's (Independent Network Operators) MAY be present in this area.

N

138.7m

59L1475P58

59L1475P57

Bryntirion

Plot 2

Plot 1

3W 0.05 Cu (11KV) 11/2024

A 485

Shelter

59-3509-1 Pontceiliog

59L1475P56

593509
PANT CEILIOG

WARNING: Environmental Sites switched off.

OVERHEAD LINE

SURF TELECOMS APPARATUS
S S

PILOT CABLES
P P P

UNDERGROUND CABLE
PL
SERVICE
LV
HV (11kV)
HV (33kV)
HV (66kV)
HV (132kV)

PME Earth

Pole Mounted Transformer

E Underground Earth

Ground Mounted Transformer

* ADVICE SHOULD BE SOUGHT FROM THE (NGED) CONTACT CENTRE (0845 601 2989) FOR ANY WORK THAT IS TO TAKE PLACE IN PROXIMITY TO 132kV UNDERGROUND CABLES AND 132kV OVERHEAD LINES

TITLE:

DRAWN BY:

DATE: 24/08/2026

SCALE 1:600 @ A3

PLOT CENTRE: 250373.370,241035.873

nationalgrid Electricity Distribution

HM Land Registry Cofrestrfa Tir EF

ST JOHN LEGAL
WINCHESTER HOUSE
19 BEDFORD ROW
LONDON
WC1R 4EB

DX

Date/Dyddiad
1 September 2026

Your ref/Eich cyf
ET/SA729

Our ref/Ein cyf
WA826735/OC/101/AW

HM Land Registry
PO Box 7803
Bilston
WV1 9QN

DX 427301 Bilston 3

www.gov.uk/land-registry

Cofrestrfa Tir EF
PO Box 7803
Bilston
WV1 9QN

Rhif DX 427301 Bilston 3

www.gov.uk/land-registry

HM Land Registry welcomes correspondence in English and Welsh / Mae Cofrestrfa Tir EF yn croesawu gohebiaeth yn Gymraeg a Saesneg

Property **Alderwell, Abergiar, Llanllwni, Llanybydder (SA40 9SQ)**

Dear Customer

Further to your recent application for an official copy, unfortunately the deed cannot be located, so we are unable to supply the official copy requested. I apologise for the inconvenience this will cause you, but there is nothing in the register to suggest that the deed or a copy of it was retained in HM Land Registry and we have found nothing in our files to suggest otherwise. Any other documents requested in the same application are enclosed.

If your application was in respect of a lease and you are able to obtain a complete copy of the missing lease from an alternative source, I would be grateful if you would lodge it so that we may update our records.

The fee lodged with your application will be assessed and if a refund is due, it will be issued as soon as possible.

If you would like to discuss this correspondence or require it in an alternative format please contact Customer Support, quoting our reference on 0300 006 0411 (0300 006 0422 for a Welsh-speaking service) with your query.

The Agreement

Date	:
Seller	: Tracey Packham
Buyer	:
Property (freehold/~~leasehold~~)	: Ty Gwyn, Llanllwni, Llanybydder SA40 9SQ
Title number	: CYM301795
Specified incumbrances	: The Property is sold subject to all entries contained in or referred to in the register of title number CYM301795 as at 25 August 2026 and timed at 15:49:34 save for any financial charges, mortgages or other charges affecting the Property, which will be removed on or prior to completion.
Title guarantee (full /~~limited~~)	: Full Title Guarantee
Completion date	:
Contract rate	: The Law Society Rate
Purchase price	:
Deposit	:
Contents price (if separate)	:
Balance	:

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**

SPECIAL CONDITIONS

1. This Agreement incorporates the RICS Common Auction Conditions (Edition 4). Where there is a conflict between those Conditions and these Special Conditions, these Special Conditions shall prevail.
2. Title Number: CYM301795
3. Tenure: Freehold
4. Sellers Solicitors: St. John Legal, Winchester House, 19 Bedford Row, London, WC1R 4EB

   Telephone: 020 7242 2288
   Fax: 020 7242 3939
   Email: steven.lewis@stjohnlegal.co.uk (please note that service by email will not be accepted).

5. The property is being sold with full title guarantee save that for the purposes of Section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 matters now recorded in registers open to public inspection shall be treated as being within the actual knowledge of the Purchaser.
6. The Buyer shall pay a contribution to the sellers legal costs of two thousand four hundred and fifty pounds plus VAT together the full cost of the search pack or no search indemnity policy, land registry official copies, or other legal indemnity policy provided by the Seller in the auction pack. The Seller shall not be required to prove to the Buyer the exact costs of the searches provided and the Buyer shall not be entitled to raise any queries or requisitions in relation thereto.
7. A deposit of ten percent of the purchase price shall be payable by the Buyer immediately after the exchange of contracts to the Auctioneers as agents for the Seller.
8. No deterioration in the condition of the Property, however caused, will entitle the Buyer either effect no obligation to the Buyer to insure the Property. No damage to or destruction of to any from exchange of this contract, the Property is solely at the Buyer's risk and the Seller With is under reduction of the Purchase refuse to complete or to delay completion.
9. The Land is sold subject to and with the benefit of all rights, easements, quasi-easements, covenants, restrictions, liabilities and matters contained or referred to in Title Number CYM301795 timed at 15:49:34 and all matters capable of being ascertained by inspection of the Land.
10. Upon exchange of contracts, completion must take place within 28 days of the exchange date.
11. The Land is sold subject to all matters registered or registerable (which registered or not) in any Local Land Charges Register and the requirement orders, notice, demands and requests of any Public or Local Authority which affect or relate to the Land whether arising before or after the date hereto and all the financial and other restrictions, liabilities and obligations arising therefrom.

12. The Buyer shall be deemed to have satisfied itself as to the boundaries, area and extent of the Land and shall raise no requisition, objection or claim in respect thereof.

13. For the purposes of Section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 all matters recorded in the registers open to the public inspection are to be considered within the knowledge of the Buyer.

14. The Buyer acknowledges that it has had the opportunity to carry out all searches, surveys, investigations and inspections of the Land as it considers necessary, including enquiries relating to planning, access, services, drainage, environmental matters, contamination, flooding and ground conditions. The Buyer purchases the Land entirely at its own risk and shall raise no requisition, objection or claim against the Seller in respect of such matters.

15. The Buyer acknowledges that one of the registered proprietors is deceased. A copy of the death certificate is included in the auction pack. The Buyer shall not raise any requisition, enquiry or objection in relation to the death of the deceased proprietor or the absence of an application to remove the deceased proprietor from the register.

16. The Seller gives no representation or warranty that the Land may be used for any particular purpose or that any planning permission will be granted.

17. The Seller gives no warranty as to the existence, location, capacity or connection of any services to or benefiting the Land.

18. The Buyer shall satisfy itself as to all rights of access to and from the Land and shall raise no objection or requisition in relation thereto following exchange.

19. The Seller shall be entitled to decline to transfer the Property to any person other than the Buyer.

20. The Buyer will cover the cost of any indemnity insurance policy that the Buyer believes to be necessary on completion

21. The Buyer may not seek to delay completion in circumstances where there is a pending application on the Title.

22. The Buyer shall be deemed to have inspected the title documents and plans and shall raise no requisition or objection concerning the extent, route, exercise or effect of any easement, right of way, water right, covenant or other matter contained or referred to in the registers of title.

23. The Buyer shall satisfy itself as to the availability, adequacy and location of all services serving or capable of serving the Land and shall raise no objection or claim against the Seller in relation thereto

24. The Buyer shall insure for his own benefit from the date of this agreement.

25. In the event that the Buyer does not complete on the Completion Date and the Sellers Solicitors serve a Notice to Complete in addition to the sum payable on Completion the Buyer shall pay the costs of two hundred and fifty pounds plus VAT such costs to be added to the amount payable on Completion.

26. The Buyer confirms that it has satisfied itself as to all planning matters affecting the Land, including any existing planning permissions, planning restrictions, development potential, building regulation matters, notices, enforcement proceedings, highways matters and all other matters affecting the permitted use and development of the Land. The Buyer purchases with full knowledge of all such matters and shall make no claim against the Seller in respect thereof.

27. The Buyer confirms that it has had the opportunity to inspect the registered title and title plan relating to the Land and to physically inspect the Land itself. The

Buyer purchases the Land in reliance upon its own inspection and investigations and shall raise no requisition, objection or claim in relation to the boundaries, acreage, dimensions, physical condition, topography, access arrangements or any discrepancy between the title plan and the Land as occupied on the ground.

28. The Land is sold in its present physical condition and state of repair. The Buyer shall be deemed to have inspected the Land and purchased with full knowledge of its physical condition, boundaries, access arrangements, topography and any visible defects.

29. The Buyer hereby acknowledges that this Agreement shall form the entire Agreement between the Seller and the Buyer to the exclusion of any antecedent statements or representations whether oral written or implied or contained in any advertisement particulars or other matters issued or any correspondence entered into by the Seller or his agents and the Buyer hereby acknowledges that he has not entered into this Agreement in reliance upon any statement or representation other than those which may have been given by the Seller's Solicitors in any written reply to any enquiry by the Buyer's Solicitors.

30. The Buyer acknowledges that the Seller gives no warranty or representation as to: (a) the suitability of the Land for any particular purpose or development; (b) the availability of planning permission; (c) the existence or capacity of services connected to or capable of serving the Land; or (d) the development value or future use of the Land. The Buyer relies solely upon its own investigations and enquiries.

THIS LOT IS AVAILABLE VIA TIMED AUCTION

YOUR QUESTIONS ANSWERED

- DO I NEED TO REGISTER TO BID?

Yes – With Connect RealTime® you have three options when it comes to bidding: register to bid online, register by telephone, register by Proxy. For each bidding method, you must provide; Proof of ID, proof of funds and a utility bill.

- WHAT ID MUST I PROVIDE?

By law we will require two proofs of ID – one photographic and the other proof of address less than three months old. Proof of funds will also be asked for at the time of registration. Without the above you will not be able to bid.

- WHAT ARE THE AUCTION FEES?

The auction fees are payable on all properties. This will be payable upon the fall of the gavel as contracts are exchanged. This will be paid at the same time as the deposit if you are the highest bidder on a lot. The amount payable will be specified in the legal pack.

- CAN I BUY LAND AT AUCTION WITHOUT PLANNING PERMISSION?

Yes. Many buyers purchase land without planning and explore planning options afterwards. Auctions attract developers, builders and private buyers who understand both scenarios.

- HOW QUICKLY DO I NEED TO COMPLETE THE PURCHASE?

Land sales typically complete in 28 or 42 days, depending on the terms of the lot. Because land doesn't rely on mortgage chains, the process is fast and predictable.

- WILL I SEE ALL THE LEGAL INFORMATION BEFORE THE AUCTION?

Yes. Every land lot includes a full legal pack prepared upfront so you can carry out due diligence with confidence.

- HOW MUCH IS THE DEPOSIT?

Usually the Purchaser shall pay a deposit of 5% and auction fees of 2% +VAT inclusive (or a minimum of £5,500 +VAT) as contracts are exchanged. The purchaser is legally bound to buy and the vendor is legally bound to sell the Property/Lot.

- WHAT IS A PROXY BID?

Here you will advise a representative as to your maximum bid by completing our Proxy Bidding form and the auctioneer will bid on your behalf up to your maximum. They will always endeavour to secure the property for you, either at, or below your maximum bid if possible. If the bidding in the room exceeds your maximum, then you proxy bid would end.

- WHAT PAYMENT METHODS DO YOU ACCEPT?

We accept direct bank payments only, either through out online merchant provider or via a manual bank transfer.

- CAN I MAKE A PRE-AUCTION OFFER?

Yes. You can submit a pre-auction offer on any land lot. If accepted, the same auction terms apply - including the deposit and completion timeframe.

- CAN I BUY LAND WITH RESTRICTIONS OR ISSUES?

Yes. Land with covenants, access issues, overage, or other restrictions still sells well at auction, as long as they are understood from the legal pack.

- DO YOU HAVE NEW LAND LOTS REGULARLY?

Yes. We offer new land lots every month, across all types, including small parcels, paddocks, roadside plots, strategic land, and development-ready sites.

- WHAT HAPPENS IF I'M THE HIGHEST BIDDER?

You will have already signed to say that you are happy for us to sign the memorandum of sale on your behalf to allow the exchange of contracts after the fall of the hammer. After this has been done one of our team will be in touch once the auction has finished to take payment of the lot deposit and auction fees. Once this has been completed contracts will be sent to your solicitor as well as the sellers with completion in the agreed completion timescale. As soon as the hammer falls there is a binding contract of sale.

- WHAT IS CONNECT REALTIME® BIDDING?

Connect Realtime® is our live streaming of the auction you will access via our website. Giving you the ability to bid from anywhere in the world, in real time. Once you register to bid, we will send over the necessary documentation for you to complete before approving your bidding. Once approved, come auction day, just login to your account and watch the auction unfold and bid on your chosen lot(s).

- WHAT HAPPENS IF I CANNOT COMPLETE ON A PURCHASE?

If you don't complete on the date set you will be given what's called 'Notice to Complete'. This will last for 10 days and will incur a daily charge, of which the amount can be found in your contract. Failure to complete at all with result in a forfeit of your deposit as well as your auction fees plus any shortfall once the property or land is re-auctioned and sold.

COMMON AUCTION CONDITIONS (5TH EDITION)

THE INTRODUCTION
The Common Auction Conditions are designed for real estate auctions, to set a consistent practice across the industry. There are three sections, all of which must be included without variation, except where stated:

1. **Glossary**
   The glossary gives special meanings to certain words used in the conditions.
2. **Auction Conduct Conditions**
   The auction conduct conditions govern the relationship between the auctioneer and anyone who participates in the auction. They apply wherever the property is located and **cannot be changed or removed**, even by a special condition or the total replacement of all sale conditions, without the auctioneer's written agreement. We recommend that these conditions are set out in a two-part notice to bidders, part one containing advisory material – which auctioneers can tailor to their needs – and part two the auction conduct conditions and any extra auction conduct conditions.

3. **Sale Conditions**
   The Sale Conditions apply only to property in England and Wales, and govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum. **They must not be used if other standard conditions apply.**

IMPORTANT NOTE
A prudent buyer will, before bidding for a lot at an auction:

- Take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant;
- Read the conditions;
- Inspect the lot;
- Carry out usual searches and make usual enquiries;
- Check the content of all available leases and other documents relating to the lot;
- Check that what is said about the lot in the catalogue is accurate;
- Have finance available for the deposit and purchase price;
- Check whether VAT registration and election is advisable;

The conditions assume that the buyer has acted like a prudent buyer.

If you choose to buy a lot without taking these normal precautions you do so at your own risk.

GLOSSARY

This glossary applies to the AUCTION CONDUCT CONDITIONS and the SALE CONDITIONS. It is a compulsory section of the CAC that must be included without variation (but the SPECIAL CONDITIONS may include defined words that differ from the glossary so long as they apply only to the SPECIAL CONDITIONS).

The laws of England and Wales apply to the CONDITIONS, and YOU, WE, the SELLER and the BUYER all submit to the jurisdiction of the courts of England and Wales.

Wherever it makes sense:

- 'month' means calendar month
- singular words can be read as plurals, and plurals as singular words
- a 'person' includes a corporate body
- references to legislation and regulations are to that legislation and those regulations as modified or re-enacted by the date of the AUCTION or the CONTRACT DATE (as applicable)
- references to official guidance and procedures and to the recommendations of a supervisory body are to that guidance and those procedures and recommendations as at the date of the AUCTION or the CONTRACT DATE (as applicable) and
- where the following words appear in small capitals, they have the specified meanings.

ACTUAL COMPLETION DATE
The date when COMPLETION takes place or is treated as taking place for the purposes of apportionment and calculating interest.
ADDENDUM
An amendment or addition to the CONDITIONS, to the PARTICULARS, or to both, whether contained in a supplement to the CATALOGUE or the PARTICULARS, or by a written notice from the AUCTIONEERS on the WEBSITE or by email, or by an announcement at the AUCTION.
AGREED COMPLETION DATE
Subject to CONDITION G9.3:
a) the date specified in the SPECIAL CONDITIONS or
b) if no date is specified, 20 BUSINESS DAYS after the CONTRACT DATE; but, if that date is not a BUSINESS DAY, the first subsequent BUSINESS DAY.

AML
Anti-money laundering, an expression that includes all laws, regulations and procedures designed to check that money and assets are not the proceeds of crime nor to be used in terrorism.
AML INFORMATION
Information about YOUR identity, that of the BUYER (if not YOU), the source of funds and otherwise sufficient to satisfy us that there is unlikely to be any breach of AML REGULATIONS if YOU bid at the AUCTION, or the BUYER pays a DEPOSIT, or the BUYER buys a LOT.
AML REGULATIONS
AML regulations at the date of the AUCTION (whether legal requirements, official guidance or recommendations of a supervisory body) to the extent that they must or should be complied with by the AUCTIONEER or (in addition) apply to AUCTIONS and transactions governed by the CAC.
APPROVED FINANCIAL INSTITUTION
Any bank or building society that is regulated by a competent UK regulatory authority or is otherwise acceptable to the AUCTIONEERS.
ARREARS
Arrears of rent and other sums due under the TENANCIES and still outstanding on the ACTUAL COMPLETION DATE.
ARREARS SCHEDULE
The arrears schedule (if any) forming part of the SPECIAL CONDITIONS.
AUCTION
The auction advertised in the CATALOGUE or on the WEBSITE.
AUCTION CONDUCT CONDITIONS
The conditions so headed, including any extra auction conduct conditions.
AUCTIONEERS
The auctioneers at the AUCTION.
BUSINESS DAY
Any day except (a) Saturday or Sunday or (b) a bank or public holiday in England and Wales.
BUYER
The person who agrees to buy the LOT or, if applicable, that person's personal representatives. If two or more are jointly the buyer, their obligations can be enforced against them jointly or against each of them separately.

COMMON AUCTION CONDITIONS (5TH EDITION)

CATALOGUE
The catalogue for the AUCTION as it exists at the date of the AUCTION (or, if the catalogue is different, the date of the CONTRACT), including any ADDENDUM, whether printed or made available electronically.

COMPLETION
Unless the SELLER and the BUYER otherwise agree, the occasion when they have both complied with the obligations under the CONTRACT that they are obliged to comply with prior to completion, and the amount payable on completion has been unconditionally received in the SELLER'S conveyancer's client account (or as otherwise required by the terms of the CONTRACT).

CONDITION
One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

CONTRACT
The CONTRACT by which the SELLER agrees to sell and the BUYER agrees to buy the LOT.

CONTRACT DATE
The date of the AUCTION or, if the LOT is sold before or after the AUCTION:

(a) the date of the SALE MEMORANDUM signed by the AUCTIONEER on behalf of the SELLER and BUYER; or

(b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or email, the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

DOCUMENTS
Documents of title including, if title is registered, the entries on the register and the title plan and other documents listed or referred to in the SPECIAL CONDITIONS relating to the LOT (apart from FINANCIAL CHARGES).

EXTRA GENERAL CONDITIONS
Any CONDITIONS added or varied by the AUCTIONEERS starting at CONDITION G30.

FINANCIAL CHARGE
A charge to secure a loan or other financial indebtedness (but not including a rentcharge or local land charge).

GENERAL CONDITIONS
The SALE CONDITIONS headed 'GENERAL CONDITIONS OF SALE', including any EXTRA GENERAL CONDITIONS.

INTEREST RATE
If not specified in the SPECIAL CONDITIONS, the higher of 6% and 4% above the base rate from time to time of Barclays Bank plc. The INTEREST RATE will also apply to any judgment debt, unless the statutory rate is higher.

LOT
Each separate property described in the CATALOGUE or (as the case may be) the property that the SELLER has agreed to sell and the BUYER to buy (including chattels, if any).

OLD ARREARS
ARREARS due under any of the TENANCIES that are not "new TENANCIES" as defined by the Landlord and Tenant (Covenants) Act 1995.

PARTICULARS
The section of the CATALOGUE that contains descriptions of each LOT (as varied by any ADDENDUM).

PRACTITIONER
An insolvency PRACTITIONER for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, a person undertaking a similar role).

PRICE
The PRICE (exclusive of VAT) that the BUYER agrees to pay for the LOT.

READY TO COMPLETE
Ready, willing and able to complete: if COMPLETION would enable the SELLER to discharge all FINANCIAL CHARGES secured on the LOT that have to be discharged by COMPLETION, then those outstanding financial charges do not prevent the SELLER from being READY TO COMPLETE.

SALE CONDITIONS
The GENERAL CONDITIONS as varied by any SPECIAL CONDITIONS or ADDENDUM, but no condition is a SALE CONDITION to the extent that it purports to vary, exclude or replace any AUCTION CONDUCT CONDITION (or all of them) unless that condition has been specifically agreed in writing with the AUCTIONEERS before the date of the AUCTION.

SALE MEMORANDUM
The form so headed (whether or not set out in the CATALOGUE) in which the terms of the CONTRACT for the sale of the LOT are recorded.

SELLER
The person selling the LOT. If two or more are jointly the seller, their obligations can be enforced against them jointly or against each of them separately.

SPECIAL CONDITIONS
Those of the SALE CONDITIONS so headed that relate to the LOT.

TENANCIES
TENANCIES, leases, licences to occupy and agreements for lease and any DOCUMENTS varying or supplemental to them.

TENANCY SCHEDULE
The schedule of TENANCIES (if any) forming part of the SPECIAL CONDITIONS.

TRANSFER
TRANSFER includes a conveyance or assignment (and 'to TRANSFER' includes 'to convey' or 'to assign').

TUPE
The TRANSFER of Undertakings (Protection of Employment) Regulations 2006.

VAT
Value Added Tax or other tax of a similar nature.

VAT OPTION
An option to tax.

WE (and US and OUR)
The AUCTIONEERS.

WEBSITE
The AUCTIONEERS' website, which includes copies of the CATALOGUE and the PARTICULARS and details of the AUCTION.

YOU (and YOUR) (*)
Someone who has seen the CATALOGUE or who visits the Website or bids at or otherwise participates in the AUCTION, whether or not a BUYER.

AUCTION CONDUCT CONDITIONS

Words in small capitals have the special meanings defined in the glossary.

The AUCTION CONDUCT CONDITIONS (as supplemented or varied by CONDITION A6, if applicable) are a compulsory section of the CAC. They cannot be disapplied or varied without OUR written agreement, even by a CONDITION purporting to replace the CAC in their entirety.

A1 INTRODUCTION

A1.1 The AUCTION CONDUCT CONDITIONS apply wherever the LOT is located.

A1.2 If YOU make a bid for a LOT or otherwise participate in the AUCTION, it is on the basis that YOU accept these AUCTION CONDUCT CONDITIONS. They govern OUR relationship with YOU. They can be varied only if WE specifically agree to the variation in writing before the date of the AUCTION.

A2 OUR ROLE

A2.1 As agents for each SELLER, WE have authority to:
(a) prepare the CATALOGUE from information supplied by or on behalf of each SELLER;
(b) offer each LOT for sale;
(c) sell each LOT;
(d) receive and hold deposits;
(e) sign each SALE MEMORANDUM; and
(f) treat a CONTRACT as repudiated if the BUYER fails to sign a SALE MEMORANDUM or pay a deposit as required by these AUCTION CONDUCT CONDITIONS or fails to provide AML INFORMATION.

A2.2 OUR decision on the conduct of the AUCTION is final.

A2.3 WE may cancel the AUCTION or alter the order in which LOTS are offered for sale. WE may also combine or divide LOTS. A LOT may be sold or withdrawn from sale prior to the AUCTION.

A2.4 YOU acknowledge that, to the extent permitted by law, WE owe YOU no duty of care and YOU have no claim against us for any loss.

A2.5 WE may refuse to admit one or more persons to the AUCTION without having to explain why.

A2.6 WE reserve the right to refuse YOUR bid unless YOU have previously complied with OUR registration formalities as set out on OUR WEBSITE or in the CATALOGUE.

A3 BIDDING AND RESERVES PRICES

A3.1 All bids are to be made in pounds sterling exclusive of VAT.

A3.2 WE may refuse to accept a bid. WE do not have to explain why.

A3.3 If there is a dispute over bidding, WE are entitled to resolve it, and OUR decision is final.

A3.4 Unless stated otherwise, each LOT is subject to a reserve price (which may be fixed just before the LOT is offered for sale). If no bid equals or exceeds that reserve price, the LOT will be withdrawn from the AUCTION.

A3.5 Where there is a reserve price, the SELLER may bid (or ask us or another agent to bid on the SELLER'S behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. YOU accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the SELLER.

A4 THE PARTICULARS AND OTHER INFORMATION

4.1 WE have taken reasonable care to prepare PARTICULARS that correctly describe each LOT. The PARTICULARS are based on information supplied by or on behalf of the SELLER. YOU need to check that the information in the PARTICULARS is correct.

A4.2 If the SPECIAL CONDITIONS do not contain a description of the LOT, or simply refer to the relevant LOT number, YOU take the risk that the description contained in the PARTICULARS is incomplete or inaccurate, as the PARTICULARS have not been prepared by a conveyancer and are not intended to form part of a legal CONTRACT.

A4.3 The PARTICULARS and the SALE CONDITIONS may change prior to the AUCTION, and it is YOUR responsibility to check that YOU have the correct versions.

A4.4 If WE provide information, or a copy of a document, WE do so only on the basis that WE are not responsible for the accuracy of that information or document.

A5 THE CONTRACT

AS.1 A successful bid is one WE accept as such. This CONDITION (AS) applies to the BUYER but only to YOU if YOU are the successful bidder on behalf of the BUYER.

AS.2 The BUYER:
(a) must buy the LOT on the terms of the SALE MEMORANDUM at the PRICE YOU bid (plus VAT, if applicable)
(b) is not obliged to pay any other money, expenses, charges or consideration to the SELLER, the SELLER'S agent, or to anyone else, unless the amount is either specifically stated in the SPECIAL CONDITIONS or is:
i a contribution to insurance costs as provided by CONDITION G3.2
ii apportionments and/or interest pursuant to CONDITION G10
iii ARREARS as provided by CONDITION G11 or
iv a payment to us if specified in CONDITION A6

AS.3 YOU must:.
(a) provide all information WE need from YOU to enable us to complete the SALE MEMORANDUM
(b) sign the completed SALE MEMORANDUM as BUYER (or as agent for the BUYER), failing which WE are authorised to sign it on the BUYER'S behalf and
(c) pay the deposit
and if YOU do not, WE may as agent for the SELLER treat that failure as YOUR repudiation of the CONTRACT and offer the LOT for sale again; the SELLER may then have a claim against YOU for breach of CONTRACT.

A5.4 The deposit:
(a) must be paid in pounds sterling in the manner stipulated in CONDITION A6
(b) may be declined by us unless drawn on YOUR account, or that of the BUYER, or of another person who would not expose us to a breach of AML REGULATIONS
(c) is to be held by us (or, at OUR option, the SELLER'S conveyancer) and
(d) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the SELLER, but otherwise is to be held as stakeholder unless the SALE CONDITIONS require it to be held as agent for the SELLER.

AS.5 WE may retain the SALE MEMORANDUM signed by or on behalf of the SELLER until the deposit has been received in cleared funds.

AS.6 Where WE hold the deposit as stakeholder, WE are authorised to release it (and interest on it if applicable) to the SELLER on COMPLETION or, if COMPLETION does not take place, to the person entitled to it under the SALE CONDITIONS.

AS.7 If the BUYER does not comply with their obligations under the CONTRACT, then:
(a) YOU are personally liable to buy the LOT even if vou are acting as an agent and
(b) YOU must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the BUYER'S default.

A5.8 Where the BUYER is a company, YOU warrant that the BUYER is properly constituted and able to buy the LOT.

A6 EXTRA AUCTION CONDUCT CONDITIONS

A6.1 Despite any SPECIAL CONDITION to the contrary the minimum deposit WE accept is £5,000 for properties with a guide price over £25,000, for properties with a guide price under £25,000 the deposit amount is at the discretion of the agent selling the property and will be noted in the individual sale details. A SPECIAL CONDITION may, however, require a higher minimum deposit. A separate deposit will be required in respect of each and every lot purchased.

A6.2 WE accept the following methods of payment of the deposit: debit card payment or electronic bank transfer to the Durrants Client Account. Please note we cannot accept payment of deposits in cash.

GENERAL CONDITIONS OF SALE

Words in small capitals have the special meanings defined in the Glossary.

The GENERAL CONDITIONS (as WE supplement or change them by any EXTRA GENERAL CONDITIONS or ADDENDUM} are compulsory but may be disapplied or changed in relation to one or more LOTS by SPECIAL CONDITIONS so long as they are SALE CONDITIONS as defined in the glossary.
The template form of SALE MEMORANDUM is not compulsory but is to be varied only if WE agree. The template forms of SPECIAL CONDITIONS and schedules are recommended but are not compulsory and may be changed by the SELLER of a LOT.

G1 THE LOT

G1.1 The LOT (including any rights to be granted or reserved, and any exclusions from it) is described in the SPECIAL CONDITIONS, or if not so described is that referred to in the SALE MEMORANDUM.

G1.2 The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.

G1.3 The LOT is sold subject to all matters contained or referred to in the DOCUMENTS. The SELLER must discharge FINANCIAL CHARGES on or before COMPLETION.

G1.4 The LOT is also sold subject to such of the following as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS:
(a) matters registered or capable of registration as local land charges;
(b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
(c) notices, orders, demands, proposals and requirements of any competent authority;
(d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
(e) rights, easements, quasi-easements, and wayleaves;
(f) outgoings and other liabilities;
(g) any interest which overrides, under the Land Registration Act 2002;
(h) matters that ought to be disclosed by the searches and enquiries a prudent BUYER would make, whether or not the BUYER has made them; and
(i) anything the SELLER does not and could not reasonably know about.

G1.5 Where anything subject to which the LOT is sold would expose the SELLER to liability the BUYER is to comply with it and indemnify the SELLER against that liability.

G1.6 The SELLER must notify the BUYER of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the CONTRACT DATE but the BUYER must comply with them and keep the SELLER indemnified.

G1.7 The LOT does not include any tenant's or trade fixtures or fittings. The SPECIAL CONDITIONS state whether any chattels are included in the LOT, but if they are:
(a) the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use, and
(b) the SELLER is to leave them at the LOT.

G1.8 The BUYER buys with full knowledge of
(a) the DOCUMENTS, whether or not the BUYER has read them; and
(b) the physical condition of the LOT and what could reasonably be discovered on inspection of it, whether or not the BUYER has inspected it.

G1.9 The BUYER admits that they are not relying on the information contained in the PARTICULARS or on any representations made by or on behalf of the SELLER but the BUYER may rely on the SELLER'S conveyancer's written replies to written enquiries to the extent stated in those replies.

G2 DEPOSIT

G2.1 The amount of the deposit is the greater of:
(a) any minimum deposit stated in the AUCTION CONDUCT CONDITIONS (or the total PRICE, if this is less than that minimum); and
(b) 10% of the PRICE (exclusive of any VAT on the PRICE).

G2.2 If the deposit is not paid in full by the time stated in the AUCTIONEER'S terms and conditions (time is of the essence for the CONTRACT), or if a cheque for all or part of the deposit is not cleared on first presentation, the SELLER may treat the CONTRACT as at an end and bring a claim against the BUYER for breach of CONTRACT.

G2.3 Interest earned on the deposit belongs to the SELLER unless the SALE CONDITIONS provide otherwise.

G3 BETWEEN CONTRACT AND COMPLETION

G3.1 From the CONTRACT DATE the SELLER has no obligation to insure the LOT and the BUYER bears all risks of loss or damage unless
(a) the LOT is sold subject to a TENANCY that requires the SELLER to insure the LOT or
(b) the SPECIAL CONDITIONS require the SELLER to insure the LOT.

G3.2 If the SELLER is required to insure the LOT then the SELLER:
(a) must produce to the BUYER on request all relevant insurance details;
(b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due;
(c) gives no warranty as to the adequacy of the insurance;
(d) must at the request of the BUYER use reasonable endeavours to have the BUYER's interest noted on the policy if it does not cover a contracting purchaser;
(e) must, unless otherwise agreed, cancel the insurance at COMPLETION, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the BUYER; and

(f) (subject to the rights of any tenant or other third party) hold on trust for the BUYER any insurance payments that the SELLER receives in respect of loss or damage arising after the CONTRACT DATE, or assign to the BUYER the benefit of any claim; and the BUYER must on COMPLETION reimburse to the SELLER the cost of that insurance as from the CONTRACT DATE (to the extent not already paid by the BUYER or a tenant or other third party).

G3.3 No damage to or destruction of the LOT, nor any deterioration in its condition, however caused, entitles the BUYER to any reduction in PRICE, or to delay COMPLETION, or to refuse to complete.

G3.4 Section 47 of the Law of Property Act 1925 does not apply to the CONTRACT.

G3.5 Unless the BUYER is already lawfully in occupation of the LOT the BUYER has no right to enter into occupation prior to COMPLETION.

G4 TITLE AND IDENTITY

G4.1 Unless CONDITION G4.2 applies, the BUYER accepts the title of the SELLER to the LOT as at the CONTRACT DATE and may raise no requisition or objection to any of the DOCUMENTS that is made available before the AUCTION or any other matter, except one that occurs after the CONTRACT DATE.

G4.2 The following provisions apply only to any of the following DOCUMENTS that is not made available before the AUCTION:

(a) If the LOT is registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an official copy of the entries on the register and title plan and, where noted on the register, of all DOCUMENTS subject to which the LOT is being sold.

(b) If the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an examined copy of every relevant DOCUMENT.

(c) If title is in the course of registration, title is to consist of:

(i) certified copies of the application for registration of title made to the Land Registry and of the DOCUMENTS accompanying that application;

(ii) evidence that all applicable stamp duty land tax relating to that application has been paid; and

(iii) a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the Land Registry and to instruct the Land Registry to send the completed registration DOCUMENTS to the BUYER.

(d) The BUYER has no right to object to or make requisitions on any title information after COMPLETION or, if earlier, more than seven BUSINESS DAYS after that information has been given to the BUYER.

G4.3 Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the TRANSFER shall so provide):

(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the BUYER; and

(b) the covenant set out in section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the LOT where the LOT is leasehold property.

G4.4 The TRANSFER is to have effect as if expressly subject to all matters subject to which the LOT is sold under the CONTRACT.

G4.5 The SELLER does not have to produce, nor may the BUYER object to or make a requisition in relation to, any prior or superior title even if it is referred to in the DOCUMENTS.

G4.6 The SELLER (and, if relevant, the BUYER) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable AML REGULATIONS and Land Registry Rules.

G5 TRANSFER

G5.1 Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS

(a) the BUYER must supply a draft TRANSFER to the SELLER at least ten BUSINESS DAYS before the AGREED COMPLETION DATE and the engrossment (signed as a deed by the BUYER if CONDITION G5.2 applies) five BUSINESS DAYS before that date or (if later) two BUSINESS DAYS after the draft has been approved by the SELLER; and

(b) the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.

G5.2 If the SELLER has any liability (other than to the BUYER) in relation to the LOT or a TENANCY following COMPLETION, the BUYER is specifically to covenant in the TRANSFER to indemnify the SELLER against that liability.

G5.3 The SELLER cannot be required to TRANSFER the LOT to anyone other than the BUYER, or by more than one TRANSFER.

G5.4 Where the SPECIAL CONDITIONS state that the SELLER is to grant a new lease to the BUYER:

(a) the CONDITIONS are to be read so that the TRANSFER refers to the new lease, the SELLER to the proposed landlord and the BUYER to the proposed tenant;

(b) the form of new lease is that described by the SPECIAL CONDITIONS; and

(c) the SELLER is to produce, at least five BUSINESS DAYS before the AGREED COMPLETION DATE, the engrossed counterpart lease, which the BUYER is to sign and deliver to the SELLER on COMPLETION.

G6 COMPLETION

G6.1 COMPLETION is to take place at the offices of the SELLER'S conveyancer, or where the SELLER may reasonably require, on the AGREED COMPLETION DATE. The SELLER can only be required to complete on a BUSINESS DAY and between the hours of 0930 and 1700.

G6.2 The amount payable on COMPLETION is:

(a) the balance of the PRICE (plus VAT if applicable) adjusted to take account of apportionments and interest under CONDITION G10;

b) any amounts payable under CONDITIONS G3.2 and G11 but no other amounts unless stated in the SPECIAL CONDITIONS.

G6.3 Payment is to be made in pounds sterling and only by

(a) direct TRANSFER from the BUYER's conveyancer to the SELLER'S conveyancer; and

(b) the release of any deposit held by a stakeholder or in such other manner as the SELLER'S conveyancer may agree.

G6.4 Unless the SELLER and the BUYER otherwise agree, COMPLETION cannot take place until both have complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION is unconditionally received in the SELLER'S conveyancer's client account or as otherwise required by the terms of the CONTRACT.

G6.5 If COMPLETION takes place after 1400 hours for a reason other than the SELLER'S default, it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next BUSINESS DAY.

G6.6 Where applicable the CONTRACT remains in force following COMPLETION.

G7 NOTICE TO COMPLETE

G7.1 The SELLER or the BUYER may on or after the AGREED COMPLETION DATE but before COMPLETION give the other notice to complete within ten BUSINESS DAYS (excluding the date on which the notice is given) making time of the essence.

G7.2 The person giving the notice must be READY TO COMPLETE.

G7.3 If the BUYER fails to comply with a notice to complete the SELLER may, without affecting any other remedy the SELLER has:
(a) terminate the CONTRACT;
(b) claim the deposit and any interest on it if held by a stakeholder;
(c) forfeit the deposit and any interest on it;
(d) resell the LOT; and
(e) claim damages from the BUYER.

G7.4 If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has:
(a) terminate the CONTRACT; and
(b) recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder.

G8 IF THE CONTRACT IS BROUGHT TO AN END

If the CONTRACT is lawfully brought to an end:
(a) the BUYER must return all papers to the SELLER and appoint the SELLER their agent to cancel any registration of the CONTRACT; and
(b) the SELLER must return the deposit and any interest on it to the BUYER (and the BUYER may claim it from the stakeholder, if applicable) unless the SELLER is entitled to forfeit the deposit under CONDITION G7.3.

G9 LANDLORD'S LICENCE

G9.1 Where the LOT is or includes leasehold land and licence to assign or sublet is required this CONDITION G9 applies.

G9.2 The CONTRACT is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.

G9.3 The AGREED COMPLETION DATE is not to be earlier than the date five BUSINESS DAYS after the SELLER has given notice to the BUYER that licence has been obtained ("licence notice").

G9.4 The SELLER must
(a) use all reasonable endeavours to obtain the licence at the SELLER'S expense; and
(b) enter into any Authorised Guarantee Agreement (AGA) properly required (procuring a guarantee of that AGA if lawfully required by the landlord).

G9.5 The BUYER must promptly:
(a) provide references and other relevant information; and
(b) comply with the landlord's lawful requirements.

G9.6 If within three months of the CONTRACT DATE (or such longer period as the SELLER and BUYER agree) the SELLER has not given licence notice to the BUYER, the SELLER or the BUYER may (if not then in breach of any obligation under this CONDITION G9) by notice to the other terminate the CONTRACT at any time before the SELLER has given licence notice. That termination is without prejudice to the claims of either SELLER or BUYER for breach of this CONDITION G9.

G10 INTEREST AND APPORTIONMENTS

G10.1 If the ACTUAL COMPLETION DATE is after the AGREED COMPLETION DATE for any reason other than the SELLER'S default the BUYER must pay interest at the INTEREST RATE on the money due from the BUYER at COMPLETION for the period starting on the AGREED COMPLETION DATE and ending on the ACTUAL COMPLETION DATE.

G10.2 Subject to CONDITION G11, the SELLER is not obliged to apportion or account for any sum at COMPLETION unless the SELLER has received that sum in cleared funds. The SELLER must promptly pay to the BUYER after COMPLETION any sum to which the BUYER is entitled that the SELLER subsequently receives in cleared funds.

G10.3 Income and outgoings are to be apportioned at the ACTUAL COMPLETION DATE unless:
(a) the BUYER is liable to pay interest; and
(b) the SELLER has given notice to the BUYER at any time up to COMPLETION requiring apportionment on the date from which interest becomes payable by the BUYER; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the BUYER.

G10.4 Apportionments are to be calculated on the basis that:
(a) the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
(b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year (or 366 in a leap year), and income and expenditure relating to some other period accrues at an equal daily rate during the period to which they relate; and
(c) where the amount to be apportioned is not known at COMPLETION, apportionment is to be made by reference to a reasonable estimate and further payment is to be made by SELLER or BUYER as appropriate within five BUSINESS DAYS of the date when the amount is known.

G10.5 If a payment due from the BUYER to the SELLER on or after COMPLETION is not paid by the due date, the BUYER is to pay interest to the SELLER at the INTEREST RATE on that payment from the due date up to and including the date of payment.

G11. ARREARS

Part 1 – Current rent

G11.1 "Current rent" means, in respect of each of the TENANCIES subject to which the LOT is sold, the instalment of rent and other sums payable by the tenant on the most recent rent payment date on or within four months preceding COMPLETION.

G11.2 If on COMPLETION there are any ARREARS of current rent the BUYER must pay them, whether or not details of those ARREARS are given in the SPECIAL CONDITIONS.

G11.3 Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.

Part 2 – BUYER to pay for ARREARS

G11.4 Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of ARREARS.

G11.5 The BUYER is on COMPLETION to pay, in addition to any other money then due, an amount equal to all ARREARS of which details are set out in the SPECIAL CONDITIONS.

G11.6 If those ARREARS are not OLD ARREARS, the BUYER'S obligation under CONDITION G11.5 is conditional on the SELLER assigning to the BUYER all rights that the SELLER has to recover those ARREARS.

Part 3 – BUYER not to pay for ARREARS

G11.7 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS
(a) so state; or
(b) give no details of any ARREARS.

G11.8 While any ARREARS due to the SELLER remain unpaid the BUYER must:
(a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the TENANCY;

(b) pay them to the SELLER within five BUSINESS DAYS of receipt in cleared funds (plus interest at the INTEREST RATE calculated on a daily basis for each subsequent day's delay in payment);
(c) on request, at the cost of the SELLER, assign to the SELLER or as the SELLER may direct the right to demand and sue for OLD ARREARS, such assignment to be in such form as the SELLER'S conveyancer may reasonably require;
(d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of any TENANCY against an undertaking to hold it to the BUYER's order;
(e) not without the consent of the SELLER release any tenant or surety from liability to pay ARREARS or accept a surrender of or forfeit any TENANCY under which ARREARS are due; and
(f) if the BUYER disposes of the LOT prior to recovery of all ARREARS obtain from the BUYER'S successor in title a covenant in favour of the SELLER in similar form to part 3 of this CONDITION G11.

G11.9 Where the SELLER has the right to recover ARREARS it must not without the BUYER'S written consent bring insolvency proceedings against a tenant or seek the removal of goods from the LOT.

G12 MANAGEMENT

G12.1 This CONDITION G12 applies where the LOT is sold subject to TENANCIES.

G12.2 The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.

G12.3 The SELLER must consult the BUYER on all management issues that would affect the BUYER after COMPLETION (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a TENANCY; or a new TENANCY or agreement to grant a new TENANCY) and:
(a) the SELLER must comply with the BUYER'S reasonable requirements unless to do so would (but for the indemnity in bullet (c) (below)) expose the SELLER to a liability that the SELLER would not otherwise have, in which case the SELLER may act reasonably in such a way as to avoid that liability;
(b) if the SELLER gives the BUYER notice of the SELLER's intended act and the BUYER does not object within five BUSINESS DAYS giving reasons for the objection the SELLER may act as the SELLER intends; and
(c) the BUYER is to indemnify the SELLER against all loss or liability the SELLER incurs through acting as the BUYER requires, or by reason of delay caused by the BUYER.

G13 RENT DEPOSITS

G13.1 Where any TENANCY is an assured shorthold TENANCY, the SELLER and the BUYER are to comply with their respective statutory duties in relation to the protection of tenants' deposits, and to demonstrate in writing to the other (before COMPLETION, so far as practicable) that they have complied.

G13.2 The remainder of this CONDITION G13 applies where the SELLER is holding or otherwise entitled to money by way of rent deposit in respect of a TENANCY. In this CONDITION G13 "rent deposit deed" means the deed or other DOCUMENT under which the rent deposit is held.

G13.3 If the rent deposit is not assignable, the SELLER must on COMPLETION hold the rent deposit on trust for the BUYER and, subject to the terms of the rent deposit deed, comply at the cost of the BUYER with the BUYER's lawful instructions.

G13.4 Otherwise the SELLER must on COMPLETION pay and assign its interest in the rent deposit to the BUYER under an assignment in which the BUYER covenants with the SELLER to:
(a) observe and perform the SELLER's covenants and conditions in the rent deposit deed and indemnify the SELLER in respect of any breach;
(b) give notice of assignment to the tenant; and
(c) give such direct covenant to the tenant as may be required by the rent deposit deed.

G14 VAT

G14.1 Where a SALE CONDITION requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.

G14.2 Where the SPECIAL CONDITIONS state that no VAT OPTION has been made the SELLER confirms that none has been made by it or by any company in the same VAT group nor will be prior to COMPLETION.

G15 TRANSFER AS A GOING CONCERN

G15.1 Where the SPECIAL CONDITIONS so state:
(a) the SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a TRANSFER of a going concern; and
(b) this CONDITION G15 applies.

G15.2 The SELLER confirms that:
(a) they are registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and
(b) they have (unless the sale is a standard-rated supply) made in relation to the LOT a VAT OPTION that remains valid and will not be revoked before COMPLETION.

G15.3 The BUYER confirms that:
(a) they are registered for VAT, either in the BUYER'S name or as a member of a VAT group;
(b) they have made, or will make before COMPLETION, a VAT OPTION in relation to the LOT and will not revoke it before or within three months after COMPLETION;
(c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to them; and
(d) they are not buying the LOT as a nominee for another person.

G15.4 The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence:
(a) of the BUYER'S VAT registration;
(b) that the BUYER has made a VAT OPTION; and
(c) that the VAT OPTION has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two BUSINESS DAYS before the AGREED COMPLETION DATE, CONDITION G14.1 applies at COMPLETION.

G15.5 The BUYER confirms that after COMPLETION the BUYER intends to:
(a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and
(b) collect the rents payable under the TENANCIES and charge VAT on them.

G15.6 If, after COMPLETION, it is found that the sale of the LOT is not a TRANSFER of a going concern then:
(a) the SELLER's conveyancer is to notify the BUYER's conveyancer of that finding and provide a VAT invoice in respect of the sale of the LOT;
(b) the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the VAT due; and
(c) if VAT is payable because the BUYER has not complied with this CONDITION G15, the BUYER must pay and indemnify the SELLER against all costs, interest, penalties or surcharges that the SELLER incurs as a result.

G16 CAPITAL ALLOWANCES

G16.1 This CONDITION G16 applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.

G16.2 The SELLER is promptly to supply to the BUYER all information reasonably required by the BUYER in connection with the BUYER's claim for capital allowances.

G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS.

G16.4 The SELLER and BUYER agree to:
(a) make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001to give effect to this CONDITION G16; and
(b) submit the value specified in the SPECIAL CONDITIONS to HM Revenue and Customs for the purposes of their respective capital allowance computations.

G17 MAINTENANCE AGREEMENTS

G17.1 The SELLER agrees to use reasonable endeavours to TRANSFER to the BUYER, at the BUYER's cost, the benefit of the maintenance agreements specified in the SPECIAL CONDITIONS.

G17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such agreements from the ACTUAL COMPLETION DATE.

G18 LANDLORD AND TENANT ACT 1987

G18.1 This CONDITION G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.

G18.2 The SELLER warrants that the SELLER has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

G19 SALE BY PRACTITIONER

G19.1 This CONDITION G19 applies where the sale is by a PRACTITIONER either as SELLER or as agent of the SELLER.

G19.2 The PRACTITIONER has been duly appointed and is empowered to sell the LOT.

G19.3 Neither the PRACTITIONER nor the firm or any member of the firm to which the PRACTITIONER belongs has any personal liability in connection with the sale or the performance of the SELLER's obligations. The TRANSFER is to include a declaration excluding that personal liability.

G19.4 The LOT is sold:
(a) in its condition at COMPLETION;
(b) for such title as the SELLER may have; and
(c) with no title guarantee; and the BUYER has no right to terminate the CONTRACT or any other remedy if information provided about the LOT is inaccurate, incomplete or missing.

G19.5 Where relevant:
(a) the DOCUMENTS must include certified copies of those under which the PRACTITIONER is appointed, the DOCUMENT of appointment and the PRACTITIONER'S acceptance of appointment; and
(b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.

G20 TUPE

G20.1 If the SPECIAL CONDITIONS state 'there are no employees to which TUPE applies', this is a warranty by the SELLER to this effect.

G20.2 If the SPECIAL CONDITIONS do not state 'there are no employees to which TUPE applies', the following paragraphs apply:
(a) The SELLER must notify the BUYER of those employees whose CONTRACTs of employment will TRANSFER to the BUYER on COMPLETION (the 'Transferring Employees'). This notification must be given to the BUYER not less than 14 days before COMPLETION.
(b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the transferring employees.
(c) The BUYER and the SELLER acknowledge that pursuant and subject to TUPE, the contracts of employment between the transferring employees and the SELLER will TRANSFER to the BUYER on COMPLETION.
(d) The BUYER is to keep the SELLER indemnified against all liability for the transferring employees after COMPLETION.

G21 ENVIRONMENTAL CONDITIONS

G21.1 This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.

G21.2 The SELLER has made available such reports as the SELLER has as to the environmental condition of the LOT and has given the BUYER the opportunity to carry out investigations (whether or not the BUYER has read those reports or carried out any investigation) and the BUYER admits that the PRICE takes into account the environmental condition of the LOT

G21.3 The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT.

G22 SERVICE CHARGE

G22.1 This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.

G22.2 No apportionment is to be made at COMPLETION in respect of service charges.

G22.3 Within two months after COMPLETION the SELLER must provide to the BUYER a detailed service charge account for the service charge year current on COMPLETION showing:
(a) service charge expenditure attributable to each TENANCY;
(b) payments on account of service charge received from each tenant;
(c) any amounts due from a tenant that have not been received;
(d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.

G22.4 In respect of each TENANCY, if the service charge account shows:
(a) that payments that the tenant has made on account exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to that excess when it provides the service charge account; or
(b) that attributable service charge expenditure exceeds payments made on account, the BUYER must use all reasonable endeavours to recover the shortfall from the tenant as soon as practicable and promptly pay the amount so recovered to the SELLER; but in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.

G22.5 In respect of service charge expenditure that is not attributable to any TENANCY the SELLER must pay the expenditure incurred in respect of the period before ACTUAL COMPLETION DATE and the BUYER must pay the expenditure incurred in respect of the period after the

ACTUAL COMPLETION DATE. Any necessary monetary adjustment is to be made within five BUSINESS DAYS of the SELLER providing the service charge account to the BUYER.

G22.6 If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
(a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and
(b) the BUYER must covenant with the SELLER to hold it in accordance with the terms of the TENANCIES and to indemnify the SELLER if it does not do so.

G23 RENT REVIEWS

G23.1 This CONDITION G23 applies where the LOT is sold subject to a TENANCY under which a rent review due on or before the ACTUAL COMPLETION DATE has not been agreed or determined.

G23.2 The SELLER may continue negotiations or rent review proceedings up to the ACTUAL COMPLETION DATE but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the BUYER, such consent not to be unreasonably withheld or delayed.

G23.3 Following COMPLETION, the BUYER must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the SELLER, such consent not to be unreasonably withheld or delayed.

G23.4 The SELLER must promptly:
(a) give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
(b) use all reasonable endeavours to substitute the BUYER for the SELLER in any rent review proceedings.

G23.5 The SELLER and the BUYER are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.

G23.6 When the rent review has been agreed or determined, the BUYER must account to the SELLER for any increased rent and interest recovered from the tenant that relates to the SELLER'S period of ownership within five BUSINESS DAYS of receipt of cleared funds.

G23.7 If a rent review is agreed or determined before COMPLETION but the increased rent and any interest recoverable from the tenant has not been received by COMPLETION the increased rent and any interest recoverable is to be treated as ARREARS.

G23.8 The SELLER and the BUYER are to bear their own costs in relation to rent review negotiations and proceedings.

G24 TENANCY RENEWALS

G24.1 This CONDITION G24 applies where the tenant under a TENANCY has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.

G24.2 Where practicable, without exposing the SELLER to liability or penalty, the SELLER must not without the written consent of the BUYER (which the BUYER must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.

G24.3 If the SELLER receives a notice the SELLER must send a copy to the BUYER within five BUSINESS DAYS and act as the BUYER reasonably directs in relation to it.

G24.4 Following COMPLETION the BUYER must:
(a) with the co-operation of the SELLER take immediate steps to substitute itself as a party to any proceedings;
(b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the TENANCY and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
(c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed TENANCY) account to the SELLER for the part of that increase that relates to the SELLER'S period of ownership of the LOT within five BUSINESS DAYS of receipt of cleared funds.

G24.5 The SELLER and the BUYER are to bear their own costs in relation to the renewal of the TENANCY and any proceedings relating to this.

G25 WARRANTIES

G25.1 Available warranties are listed in the SPECIAL CONDITIONS.

G25.2 Where a warranty is assignable the SELLER must:
(a) on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the warranty; and
(b) apply for (and the SELLER and the BUYER must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by COMPLETION the warranty must be assigned within five BUSINESS DAYS after the consent has been obtained.

G25.3 If a warranty is not assignable the SELLER must after COMPLETION:
(a) hold the warranty on trust for the BUYER; and
(b) at the BUYER's cost comply with such of the lawful instructions of the BUYER in relation to the warranty as do not place the SELLER in breach of its terms or expose the SELLER to any liability or penalty.

G26 NO ASSIGNMENT

The BUYER must not assign, mortgage or otherwise TRANSFER or part with the whole or any part of the BUYER'S interest under this CONTRACT.

G27 REGISTRATION AT THE LAND REGISTRY

G27.1 This CONDITION G27.1 applies where the LOT is leasehold and its sale either triggers first registration or is a registrable disposition. The BUYER must at its own expense and as soon as practicable:
(a) procure that it becomes registered at the Land Registry as proprietor of the LOT;
(b) procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and
(c) provide the SELLER with an official copy of the register relating to such lease showing themself registered as proprietor.

G27.2 This CONDITION G27.2 applies where the LOT comprises part of a registered title. The BUYER must at its own expense and as soon as practicable:
(a) apply for registration of the TRANSFER;
(b) provide the SELLER with an official copy and title plan for the BUYER'S new title; and
(c) join in any representations the SELLER may properly make to the Land Registry relating to the application.

G28 NOTICES AND OTHER COMMUNICATIONS

G28.1 All communications, including notices, must be in writing. Communication to or by the SELLER or the BUYER may be given to or by their conveyancers.

G28.2 A communication may be relied on if:
(a) delivered by hand; or
(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
(c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the SALE MEMORANDUM) by a postal service that offers normally to deliver mail the next following BUSINESS DAY.

G28.3 A communication is to be treated as received:
(a) when delivered, if delivered by hand; or

(b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a BUSINESS DAY a communication is to be treated as received on the next BUSINESS DAY.

G28.4 A communication sent by a postal service that offers normally to deliver mail the next following BUSINESS DAY will be treated as received on the second BUSINESS DAY after it has been posted.

G29 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No one is intended to have any benefit under the CONTRACT pursuant to the Contracts (Rights of Third Parties) Act 1999.

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