

Dated

2021

**Edgar Miles Ponsonby Tanner and Anne Rosina Ponsonby Clare**

and

[ ]

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**Contract For The Sale Of Lot 2 of the Land at Haile, Egremont**

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THIS CONTRACT IS MADE ON THE

DAY OF

2021

BETWEEN

(1) Mr Edgar Miles Ponsonby Tanner 3 Orrong Grove Caulfield Victoria 3161 Australia AUSTRALIA and Mrs Anne Rosina Ponsonby Clare 54 Combined Street Wingham New South Wales 2429 Australia (the **Seller**);

(2) [ ] of [ ] (the **Buyer**)

IT IS HEREBY AGREED

## 1. Interpretation

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

### 1.1 Definitions:

**AA 2020:** Agriculture Act 2020.

**Basic Payment Scheme** the basic payment scheme as defined in section 7 of the Agriculture Act 2020 and any similar substituted scheme, including any scheme established under the AA 2020 and any statutory instrument enacted under the AA 2020 and any subsequent legislation.

**Buyer's Conveyancer:** [ ]

**Completion Date:** [ ]

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

**Cross Compliance Conditions:** the statutory management requirements and the standards for good agricultural and environmental condition of land for the current claim years as published by the RPA or any substituted regulations made by the UK government as a result of the UK leaving the EU under the AA 2020 or any other legislation, implementing acts and laws and all subordinate legislation, guidance and codes of practice made from time to time under them. and any similar replacement or similar additional conditions, requirements and standards.

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

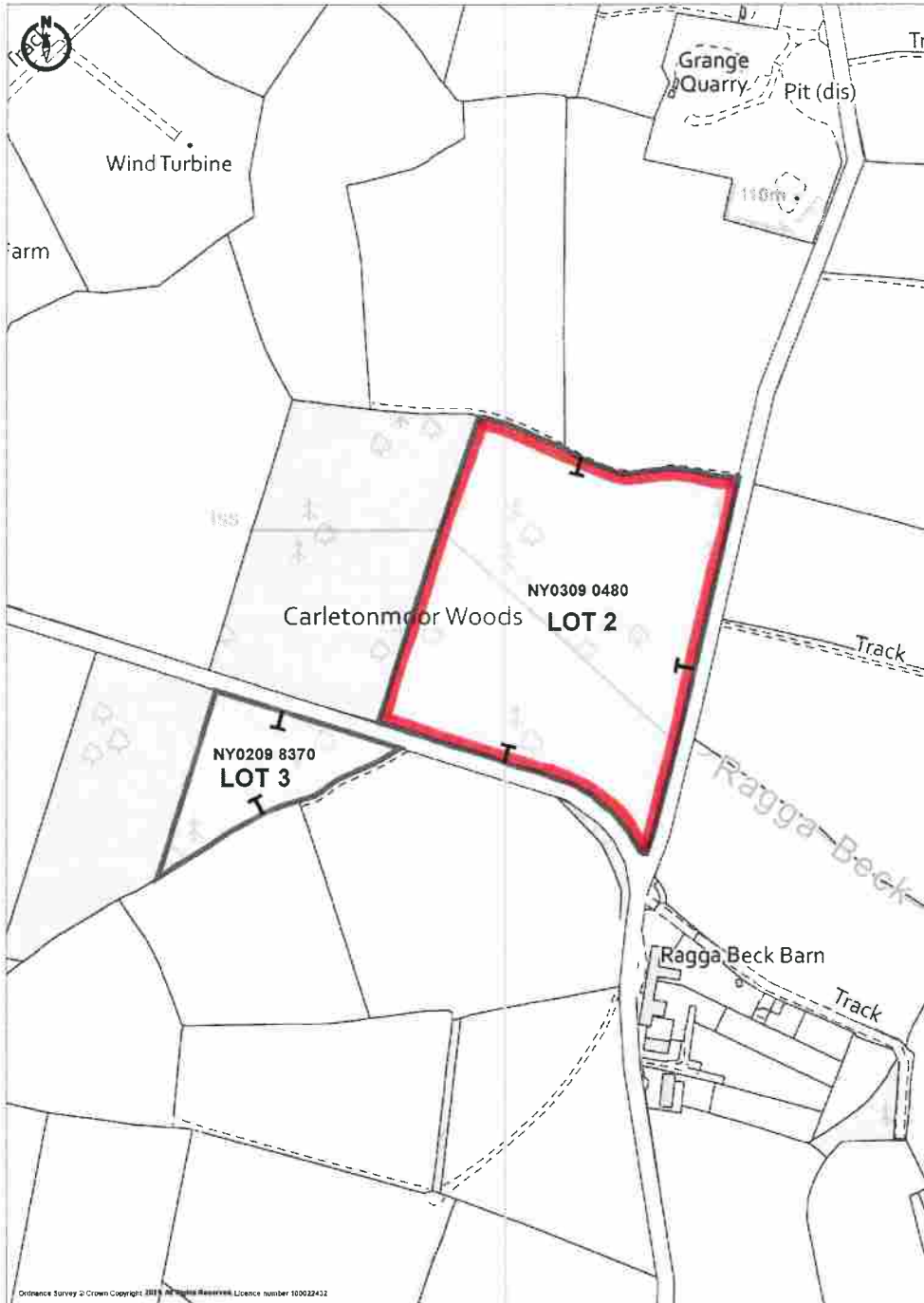
**Deposit:** £ (exclusive of VAT).

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

**Encumbrance:** any mortgage, charge (fixed or floating), pledge, lien, guarantee, trust, right of set-off or other third party right or interest (legal or equitable) including any assignment by way of security, reservation of title or other security interest of any kind, however created or arising, or any other agreement or arrangement (including a sale and repurchase agreement) having similar effect.

**Expert:** has the meaning given in clause 15.

**Part 1 Conditions:** the conditions in Part 1 of the Standard Commercial Property Conditions (Third Edition – 2018 Revision) and Condition means any one of them.



**Part 2 Conditions:** the conditions in Part 2 of the Standard Commercial Property Conditions (Third Edition – 2018 Revision).

**Plan:** the plan attached to this Contract (if any).

**Property:** the freehold property being Lot 2 of the Land at Haile, Egremont and shown edged red on the Plan and being part of the property registered at HM Land Registry with title absolute under title number CU220985

**Purchase Price:** £ (exclusive of VAT).

**RICS:** Royal Institution of Chartered Surveyors.

**RPA:** the Rural Payments Agency responsible for the administration of the Basic Payment Scheme and any other payments which are substituted under the AA 2020 or subsequent legislation in England and any other body discharging similar functions from time to time.

**Searches:** means any and all searches carried out by the Sellers Solicitors in the process of this sale

**Seller's Agent:** Mitchells Auction Co Ltd Lakeland Livestock Centre, COCKERMOUTH, Cumbria, CA13 0QQ

**Seller's Conveyancer:** Cartmell Shepherd Limited, Montgomery Way Rosehill Carlisle CA1 2RW

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

**Written replies:** are

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

- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under them.
- 1.4 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.5 Except in relation to the definition of Written Replies, a reference to writing or written includes fax but not email.
- 1.6 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this Contract and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.7 Clause, Schedule and paragraph headings shall not affect the interpretation of this Contract.

- 1.8 The Schedules form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Schedules.
- 1.9 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.10 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

## **2. Sale and purchase**

- 2.1 The Seller will sell and the Buyer will buy the Property and for the Purchase Price on the terms of this Contract.
- 2.2 The Seller warrants that, as regards the
- (a) the Seller has good and marketable title to each of them;
  - (b) each of them is legally and beneficially owned by the Seller; and
  - (c) with the exception of any relevant matters in clause 9.1 that affect them, there are no Encumbrances over any of them and the Seller has not agreed to create any Encumbrances over them or any part of them.
- 2.3 The Buyer cannot require the Seller to:
- (a) transfer the Property or any part of it to any person other than the Buyer;
  - (b) transfer the Property in more than one parcel or by more than one transfer; or
  - (c) apportion the Purchase Price between different parts of the Property.

## **3. Conditions**

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

(d) Condition 7.6.3 is amended so that reference to "Condition 4.1.2" is reference to "Clause 9".

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

3.5 Condition 9.2.1 does not apply to this Contract.

3.6 The Part 2 Conditions are not incorporated into this Contract.

#### 4. Risk and insurance

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

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

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

#### 5. Deposit

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

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

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

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

(a) the Deposit is less than 10% of the Purchase Price; or

(b) no Deposit is payable on the date of this Contract.

5.5 In this clause, the expression Deposit Balance means:

(a) (where the Deposit is less than 10% of the Purchase Price) the sum calculated by deducting the Deposit from 10% of the Purchase Price; or

(b) (where no Deposit is payable on the date of this Contract) a sum equal to 10% of the Purchase Price.

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

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

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

#### 6. Deducing title

6.1 The Seller's title to the Property has been deduced to the Buyer's Conveyancer before the date of this Contract.

6.2 The Buyer is deemed to have full knowledge of the title and is not entitled to raise any objection, enquiry or requisition in relation to it.

6.3 Conditions 7.1, 7.2, 7.3.1 and 7.4.2 do not apply to this Contract.

## 7. Vacant possession

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

## 8. Title guarantee

8.1 Subject to the other provisions of this clause, the Seller will transfer the Property with Full Title Guarantee title guarantee save as modified in the transfer referred to in clause 10.

8.2 Condition 7.6.2 does not apply to this Contract.

## 9. Matters affecting the Property

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

- (a) any matters contained or referred to in the entries or records made in registers maintained by HM Land Registry as at under title number CU220985;
- (b) any matters discoverable by inspection of the Property before the date of this Contract;
- (c) any matters which the Seller does not and could not reasonably know about;
- (d) any matters, other than the Charges, disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into this Contract;
- (e) public requirements;
- (f) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002;
- (g) any matter referred to in the transfer dated [ ] between the Seller and N W Graham & Sons;
- (h) any matters referred to in the contracts and transfers of even date that refer to land described in title number CU220985 less the Property

9.2 Conditions 4.1.1, 4.1.2 and 4.1.3 do not apply to this Contract.

9.3 The Buyer is deemed to have full knowledge of the matters referred to in clause 9.1 and will not raise any enquiry, objection, requisition or claim in respect of any of them.

## 10. Transfer

10.1 The transfer to the Buyer will be in the agreed form annexed to this Contract

10.2 The Buyer and the Seller will execute the transfer in original and counterpart.

10.3 Condition 7.6.5(b) does not apply to this **Contract**.

## 11. VAT

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

- 11.2 If any VAT is chargeable on any supply made by the Seller under or pursuant to this Contract, the Buyer will on receipt of a valid VAT invoice, pay the Seller an amount equal to that VAT as additional consideration on completion.
- 11.3 Conditions 2.1 and 2.2 do not apply to this Contract.

## **12. Completion**

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

## **13. Buyer's acknowledgement of condition**

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

## **14. Basic Payment Scheme**

- 14.1 The Property is not subject to any BPS entitlements and is not sold with an entitlements.

## **15. Expert determination**

- 15.1 An Expert is a person appointed in accordance with this clause to resolve a dispute that arises out of or in connection with clause 14, Where the dispute relates to accounting, the matter shall be determined by an independent chartered accountant with relevant experience and any other matter shall be determined by an independent person with relevant experience from the panel as appointed by the Chair for the time being of the Agricultural Law Association, the President for the time being of the Central Association of Agricultural Valuers or the President for the time being of the Royal Institution of Chartered Surveyors with relevant experience.
- 15.2 The Seller and the Buyer shall agree on the appointment of the Expert and shall agree with the Expert the terms of the Expert's appointment.
- 15.3 If the Seller and the Buyer are unable to agree on an Expert or the terms of the Expert's appointment within seven days of either party serving details of a suggested expert on the other, either party shall then be entitled to request the Chair for the time being of the Agricultural Law Association, the President for the time being of the RICS



or the Institute of Chartered Accountants in England and Wales (as the case may be depending on the nature of the dispute) (President) to appoint the Expert and to agree with the Expert the terms of the Expert's appointment.

- 15.4 The Expert is required to prepare a written decision and give notice (including a copy) of the decision to the Seller and the Buyer within a maximum of three months of the matter being referred to the Expert.
- 15.5 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause then:
- (a) either the Seller or the Buyer may apply to the Chair for the time being of the Agricultural Law Association, the President for the time being of the Central Association of Agricultural Valuers or the President for the time being of the Royal Institution of Chartered Surveyors to discharge the Expert and to appoint a replacement Expert; and
  - (b) this clause shall apply to the new Expert as if they were the first Expert appointed.
- 15.6 The Seller and the Buyer are each entitled to make submissions to the Expert and will provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.
- 15.7 To the extent not provided for by this clause, the Expert may use reasonable discretion to determine such other procedures to assist with the conduct of the determination as the Expert considers just or appropriate, including (to the extent the Expert considers necessary) instructing professional advisers to assist the Expert in reaching a determination.
- 15.8 The Seller and the Buyer shall with reasonable promptness supply each other with all information and give each other access to all documentation and personnel and/or things as they may each reasonably require to make a submission under this clause.
- 15.9 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the dispute, which may include any issue involving the interpretation of any provisions of this Contract, the Expert's jurisdiction to determine the matters and issues referred to the Expert and/or the Expert's terms of reference. The Expert's written decision on the matters referred to the Expert shall be final and binding on the parties in the absence of manifest error or fraud.
- 15.10 The Seller and the Buyer shall each bear their own costs in relation to the reference to the Expert. The Expert's fees and any costs properly incurred by the Expert in arriving at a determination (including any fees and costs of any advisers appointed by the Expert) shall be borne by the Seller and the Buyer equally or in such other proportions as the Expert shall direct.
- 15.11 All matters concerning the process and result of the determination by the Expert shall be kept confidential among the parties and the Expert.
- 15.12 Each party shall each act reasonably and co-operate to give effect to the provisions of this clause and otherwise do nothing to hinder or prevent the Expert from reaching a determination.

## **16. Searches**

- 16.1 The Buyer will be required to pay 1/3 of the costs incurred by the Seller in relation to Searches carried out by the Seller.

## **17. Entire agreement**

- 17.1 This Contract and any documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.
- 17.2 The Buyer acknowledges that in entering into this Contract and any documents annexed to it the Buyer does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those:
- (a) set out in this Contract or the documents annexed to it; or
  - (b) contained in any Written Replies.
- 17.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 17.4 Condition 10.1 is varied to read, "If any plan or statement in the contract, or in Written Replies, is or was misleading or inaccurate due to any error or omission, the remedies available are as follows..."
- 17.5 This Contract may be signed in any number of duplicate parts all of which taken together will on exchange constitute one contract.

## **18. Joint and several liability**

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

## **19. Notices**

- 19.1 Any notice given under this Contract must be in writing and signed by or on behalf of the party giving it.
- 19.2 Any notice or document to be given or delivered under this Contract must be:
- (a) delivered by hand;
  - (b) sent by pre-paid first class post or other next working day delivery service; or
  - (c) sent by fax.
- 19.3 Any notice or document to be given or delivered under this Contract must be sent to the relevant party as follows:
- (a) to the Seller at:  
3 Orrong Grove, Caulfield, Victoria 3161, Australia, AUSTRALIA  
or at the Seller's Conveyancer, quoting the reference

(b) to the Buyer at:

or at the Buyer's Conveyancer, quoting the reference .

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

- 19.4 Any change of the details in clause 19.3 specified in accordance with that clause shall take effect for the party notified of the change at 9.00 am on the later of:
- (a) the date, if any, specified in the notice as the effective date for the change; or
  - (b) the date five working days after deemed receipt of the notice.
- 19.5 Giving or delivering a notice or a document to a party's conveyancer has the same effect as giving or delivering it to that party.
- 19.6 Any notice or document given or delivered in accordance with clause 19.1, clause 19.2 and clause 19.3 will be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a working day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day;
  - (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
  - (c) if sent by fax, at the time of transmission provided that if transmission occurs before 9.00 am on a working day, the notice or document will be deemed to have been received at 9.00 am on that day, and if transmission occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day.
- 19.7 In proving delivery of a notice or document, it will be sufficient to prove that:
- (a) a delivery receipt was signed or that the notice or document was left at the address;
  - (b) the envelope containing the notice or document was properly addressed and posted by pre-paid first class post or other next working day delivery service; or
  - (c) the fax was properly addressed and transmitted.
- 19.8 A notice or document given or delivered under this Contract shall not be validly given or delivered if sent by email.
- 19.9 Condition 1.3 does not apply to this Contract.
- 19.10 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **20. Third party rights**

- 20.1 A person who is not a party to this Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.
- 20.2 Condition 1.5 does not apply to this Contract.

**21. Governing law**

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

**22. Jurisdiction**

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

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

## Annex

- 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.

1	Title number(s) out of which the property is transferred: CU220985
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property:</p> <p>Lot 2 of the Land at Haile, Egremont</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red on plan 1</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date:

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

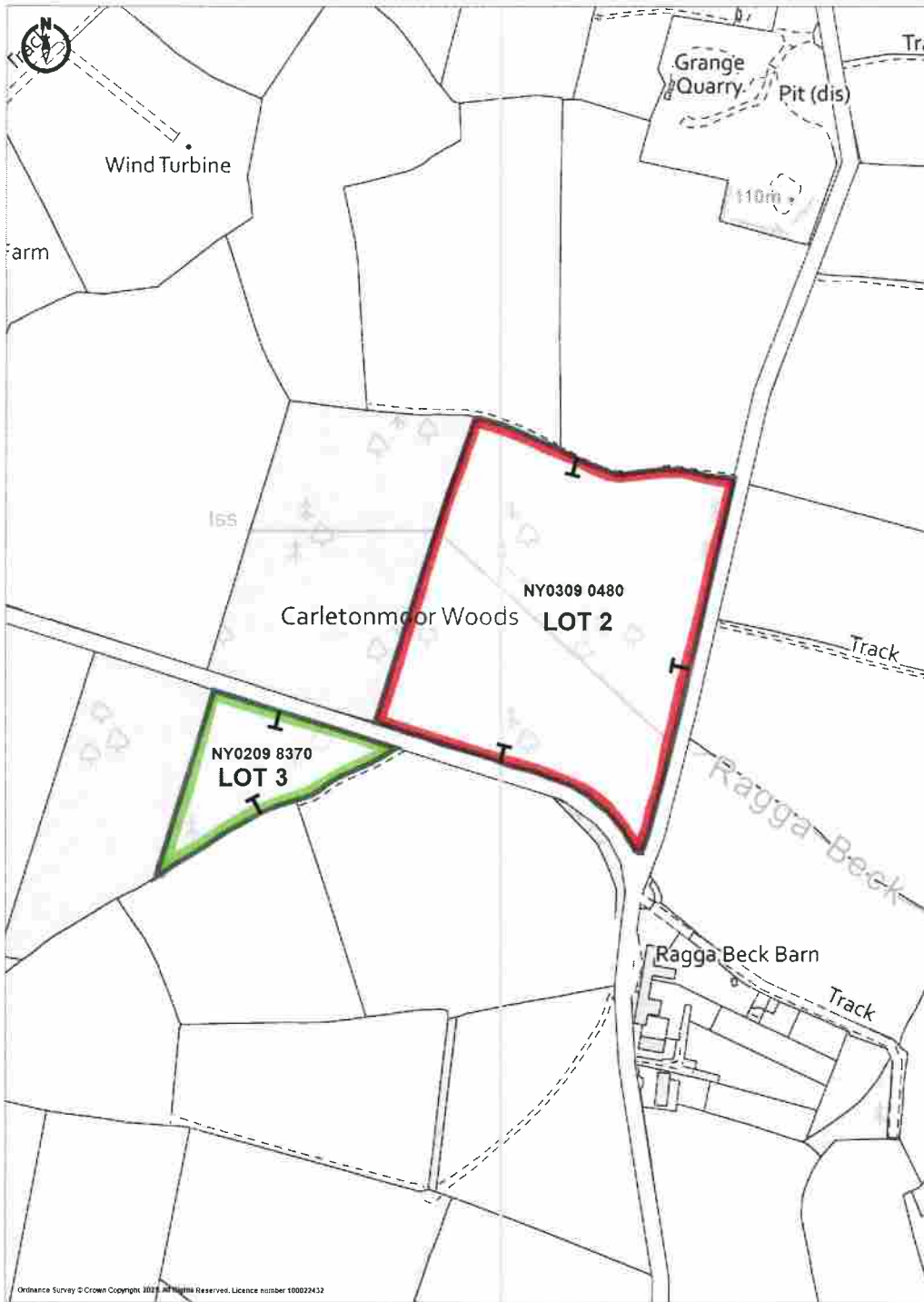
Complete as appropriate where the transferor is a company.

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

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

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.

5	<p>Transferor:</p> <p>Edgar Miles Ponsonby Tanner and Anne Rosina Ponsonby Clare</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register:</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
7	<p>Transferee's intended address(es) for service for entry in the register:</p>
8	<p>The transferor transfers the property to the transferee</p>



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**Promap**

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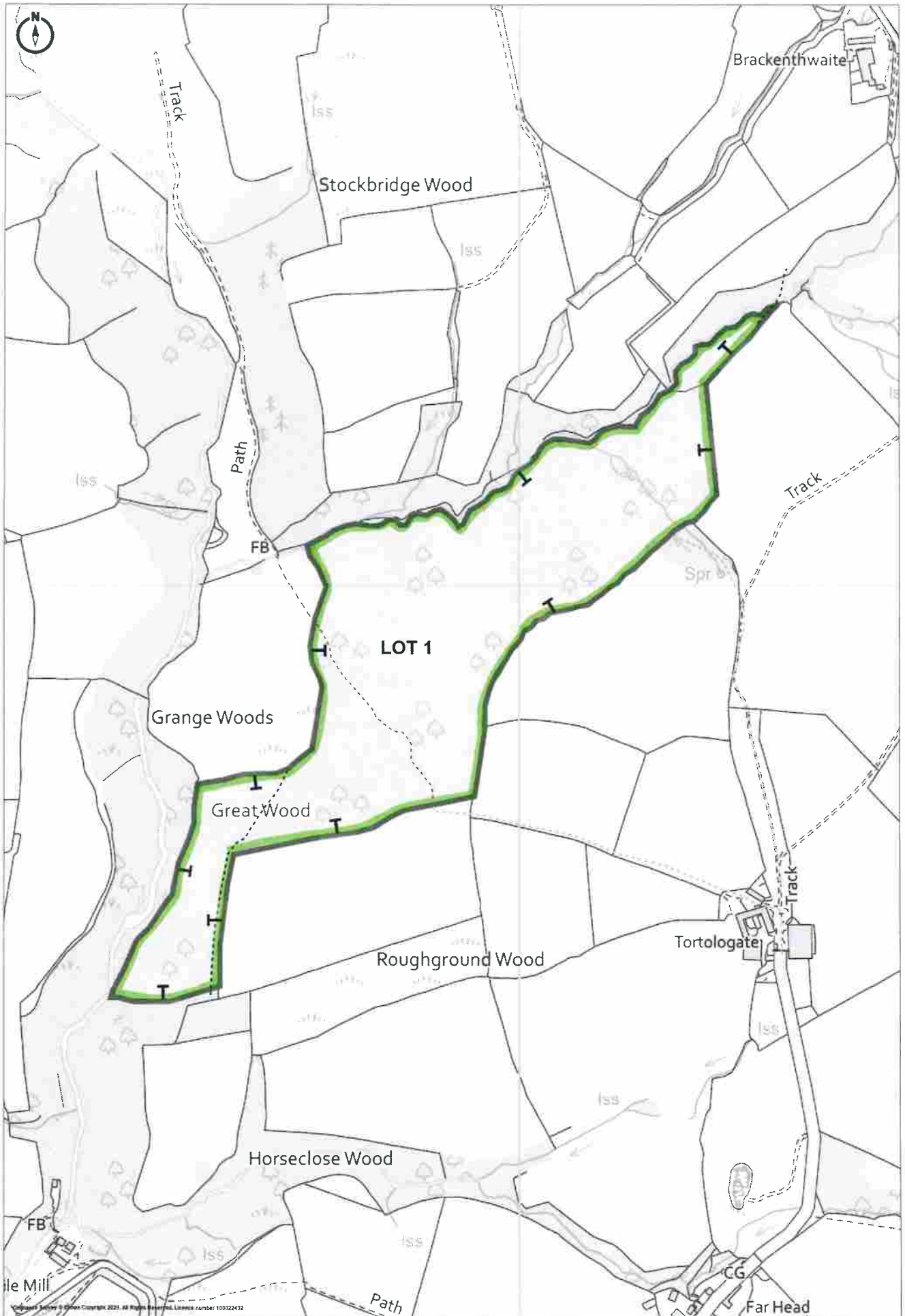
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Plotted Scale - 1:5000. Paper Size - A4



# Plan 2



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):

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

The covenants implied under the LPMPA 1994 are modified so that:

(a) the covenant set out in section 2(1)(b) of the LPMPA 1994 shall not extend to costs arising from the Transferee's failure to:

(i) make proper searches; or

(ii) raise requisitions on title or on the results of the Transferee's searches; and

(b) the covenant set out in section 3 of the LPMPA 1994 shall extend only to charges or incumbrances created by the Transferor.

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

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

## 12 Additional provisions

### Definitions

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

- 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.

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

**Plan 1:** the plan attached to this transfer marked "Plan 1".

**Plan 2:** the plan attached to this transfer marked "Plan 2".

**Subjections:** all matters referred to in the title number CU220985, all matters referred to in the transfer dated [ ] and made between the Transferor (1) and N W Graham & Sons (2) and all matters referred to in the any transfers of even date that affect the land comprised in title number CU220985

**Transferor's Retained Land:** the freehold property know as Land at Haile, Egremont shown edged in green on Plan 1 and Plan 2 and being the remainder of the land (excluding the Property) registered at HM Land Registry with title absolute under title number CU220985

- 1.3 Any obligation in this transfer on the Transferee not to do something includes an obligation not to permit or allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.
- 1.4 A **person** includes a corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.7 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 Clause headings shall not affect the interpretation of this transfer.
- 1.9 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.10 Where the Transferor or the Transferee is more than one person, unless otherwise expressly provided in this deed, they shall be jointly and severally liable for their respective obligations arising under this deed. Either party may take action against, or release or compromise the liability of, any one of those persons or grant time or other indulgence to any one of them without affecting the liability of any other of them.

- 1.11 The disposition effected by this transfer is subject to:
- (a) any matters contained or referred to in the entries or records made in registers maintained by HM Land Registry under title number CU220985;
  - (b) any matters discoverable by inspection of the Property before the date of this transfer;
  - (c) any matters which the Transferor does not and could not reasonably know about;
  - (d) any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into a contract for the purchase of the Property;
  - (e) any notice, order or proposal given or made by a body acting on statutory authority;
  - (f) any matters which are unregistered interests which override first registration under Schedule 1 to the Land Registration Act 2002 or unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002;
  - (g) the Transfer dated [ ] and made between the Transferor (1) and N W Graham & Son (2)
  - (h) any matters referred to in the any transfers of even date that affect the land comprised in title number CU220985
- 1.12 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.
- 1.13 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.
- 1.14 The Transferor on behalf of itself and its successors in title consents to the access of light and air to the Property (and any building on it from time to time) from the Transferor's Retained Land but such consent will not give any absolute right to the Transferee (or its successors in title) and is revocable at any time by the Transferor or its successors in title.

## **2. Rights granted for the benefit of the property**

None

Any other land affected should be defined by reference to a plan and the title numbers

referred to in panel 2.

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

Include words of covenant.

Include words of covenant.

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

### **3. Rights reserved for the benefit of other land**

None

### **Restrictive covenants by the transferee**

None

### **Restrictive covenants by the transferor**

None

### **4. Indemnity covenant**

4.1 The Transferee covenants by way of indemnity only, on behalf of the Transferee and the Transferee's successors in title, to observe and perform the Subjections in so far as they relate to the Property and capable of taking effect and will keep the Transferor indemnified against all proceedings, costs, claims and expenses arising from any failure to do so.

### **5. Other: agreements and declarations**

5.1 A person who is not a party to this transfer shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from under that Act.

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

5.3 Excepting and reserving to the Transferor all mines minerals stone and substrata (in so far as they are owned) within and under the property (other than the mines and minerals vested in the Coal Authority by virtue of the

Coal Act 1938 to 1943 and the Coal Industry Nationalisation Act 1946) with liberty for the Transferor his lessees and licensees and all persons duly authorised by them to enter upon the Property and there to prospect for and work the said mines minerals stone and substrata and to erect all such buildings machinery and things and to sink and make all such pits shafts levels adits tram rail and other roads and to take and use and divert all such water and to wash dress render merchantable deposit carry away and dispose of such mines minerals stone and substrata and do all such other works and things under in and about the Property as shall be necessary or convenient for prospecting searching for and working the said minerals stone and substrata and getting washing dressing rendering merchantable depositing carrying away and disposing of the same, compensation being made to the Transferee for any loss or injury or damage which they may sustain which may be occasioned by such mining operations provided the claim for such compensation be made in writing and left at the address of the Transferors Agent within six months after the same shall have been sustained the amount of compensation in the case of difference to be settled by arbitration under the provisions of the Arbitration Act 1996 or any statutory enactment in that behalf for the time being in force.

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*

### 13 Execution

Signed as a Deed by  
Edgar Miles Ponsonby Tanner .....

in the presence of:

.....

SIGNATURE OF WITNESS  
NAME,  
ADDRESS AND  
OCCUPATION OF WITNESS

Signed as a Deed by  
Anne Rosina Ponsonby Clare .....

in the presence of:

.....

SIGNATURE OF WITNESS  
NAME,  
ADDRESS AND  
OCCUPATION OF WITNESS

*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.

Signed as a Deed by

.....

in the presence of:

.....

SIGNATURE OF WITNESS

NAME,

ADDRESS AND

OCCUPATION OF WITNESS

**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.



Signed for and on behalf of Edgar Miles  
Ponsonby Tanner

.....

Signed for and on behalf of Anne Rosina  
Ponsonby Clare

.....

Signed by the Buyer

.....