

Year 2021

Write a description for your map.



Legend

30 Edies Ln

90 m

Google Earth



EXHIBIT YW-16

Historic aerial imagery – Year 2022

Year 2022
Write a description for your map.



Legend

30 Edies Ln

Google Earth

90 m



EXHIBIT YW-17

Historic aerial imagery – Year 2025

Year 2025
Write a description for your map.



Legend
30 Edies Ln



90 m

EXHIBIT YW-18

Contractor and neighbour maintenance evidence



S J Sargeant
Contracts

Fencing, Landscaping & Agricultural Specialist

Landline
01787 210 402

Mobile
07747 011 172

Email
stephen@sjsargeantcontracts.co.uk

Witness Statement of Stephen Sargeant

1. My name is **Stephen Sargeant**, of **Swallow Rest, Uplands Farm, Kersey, IP7 6ES**. I am self-employed and previously undertook garden maintenance work; I now mainly carry out fencing work.
2. I carried out lawn-cutting work at **30 Edies Lane, CO6 4PA** between approximately **2016 and February 2020**. During that period another gardener (unconnected to me) maintained the flower beds.
3. My work involved mowing the grassed areas using the owner's sit-on lawnmower. The area of lawn I regularly mowed is shown edged in red on the attached plan. This included:
 - o the grassed area to the front of the property
 - o the lawn to the rear of the bungalow
 - o grassed areas around the eastern side of the neighbouring property
 - o a strip of grass leading towards the metal barn/structure
 - o grassed areas extending towards the western side of the property near the garage
 - o the maintained lawn area up to the point where the woodland area began
4. When I first began working at the property in **2016**, the area shown edged in red on the attached plan was already laid out as established lawn.
5. During the period I worked at the property, the area I maintained was consistently cut and maintained as lawn forming part of the garden associated with the dwelling. I did not personally maintain that area for agricultural, commercial, or other non-domestic purposes.
6. The frequency of my visits varied, typically ranging from **weekly during the growing season to less frequent visits during winter months**.
7. The attached signed plan shows the approximate area of land at **30 Edies Lane** where I personally maintained lawn between **2016 and February 2020**.
8. To my knowledge, the area I maintained was treated in the same way as the rest of the garden throughout the time I worked there.

Statement of Truth

I believe that the facts stated in this witness statement are true.

Signed: 
Name: STEPHEN SARGEANT
Date: 9/2/26

Edies Ln

30 Edies Ln

30 EDIES LANE

NAME *S. SARGENT*

SIGNATURE *[Signature]*

DATE *9/2/20*

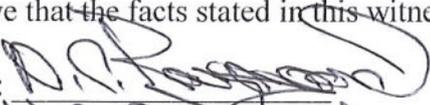


Witness Statement of Nicholas Charles Raymond

1. My name is Nicholas Charles Raymond, of Moat Cottage, Mill Green, Edwardstone, CO10 5PY. I am a self-employed gardener.
2. I was instructed by Mrs Edna Randall to undertake garden maintenance at 30 Edies Lane, CO6 4PA between approximately 10 April 2020 and 15 December 2020. During that period another gardener (unconnected to me) undertook the lawn cutting.
3. My work included:
 - o trimming shrubs
 - o planting and maintaining borders and beds
 - o general garden maintenance typical of a domestic residential garden
 - o my work did not include lawn mowing
4. When I first began working at the property in April 2020, the area shown edged in red on the attached plan was already laid out as an established garden including lawn.
5. The maintained lawn extended up to the point where the woodland area began.
6. I was instructed by Mrs Randall to undertake garden maintenance within the area shown edged in red on the attached plan.
7. During the time I worked at the property, I did not personally observe the area being used for agricultural, commercial, or other non-domestic purposes.
8. The frequency of my visits varied, typically ranging from weekly during the growing season to less frequent visits during winter months.
9. The attached signed plan shows the approximate area of land at 30 Edies Lane where I personally observed the land being maintained as part of the domestic garden between April 2020 and December 2020.

Statement of Truth

I believe that the facts stated in this witness statement are true.

Signed: 

Name: N. C. RAYMOND

Date: 11/2/2020



Legend
 30 Edies Ln
 David Wainite

30 Edies Lane, CO6 4PA

I, Nicholas Charles Raymond, can confirm that the area within the red lines is where I undertook my garden maintenance, whilst I witnessed another gardener maintain the lawn between the 10th April 2020 and 15th December 2020. The area appeared to me to be a domestic garden associated with the bungalow known as 30 Edies Lane.

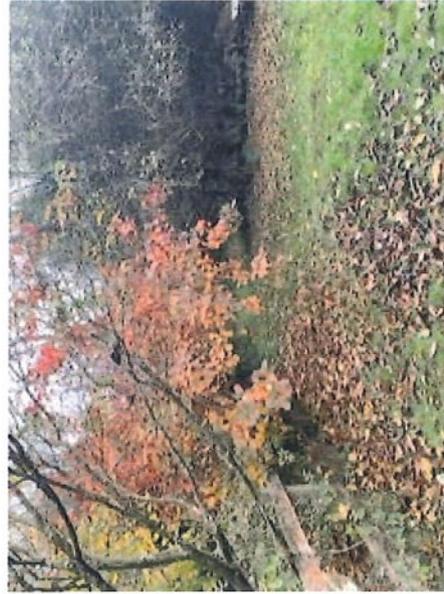
Sign - *Nicholas Raymond*
 Name - N. C. RAYMOND
 Date - 11/2/2026

18:11

100%



Chris Gardener
30/10/2024, 11:28



This over hang stuff shall i take out so when on
mower will be easier ? Not mowing this bit but while
i have saw



Reply





Witness Statement

Name: Samuel Steele

Address: 25 Edies Lane

Date of Moving into Property: March 2016

Statement

I, Samuel Steele, of 25 Edies Lane, state the following:

1. I moved into my property in March 2016.
2. Since that time, I have walked past the neighbouring property on a daily basis.
3. From March 2016 to the present, I have consistently observed that the area of land outlined red in the submitted plan has been used as a garden.
4. During this period, the land was maintained, treated, and used in a manner consistent with residential garden use.
5. At no point did I see the land being used for any unrelated purpose.

I make this statement in support of confirming the longstanding use of the area as a garden. The facts stated in this witness statement are true to the best of my knowledge and belief.

Signed: 

Name: Samuel Steele

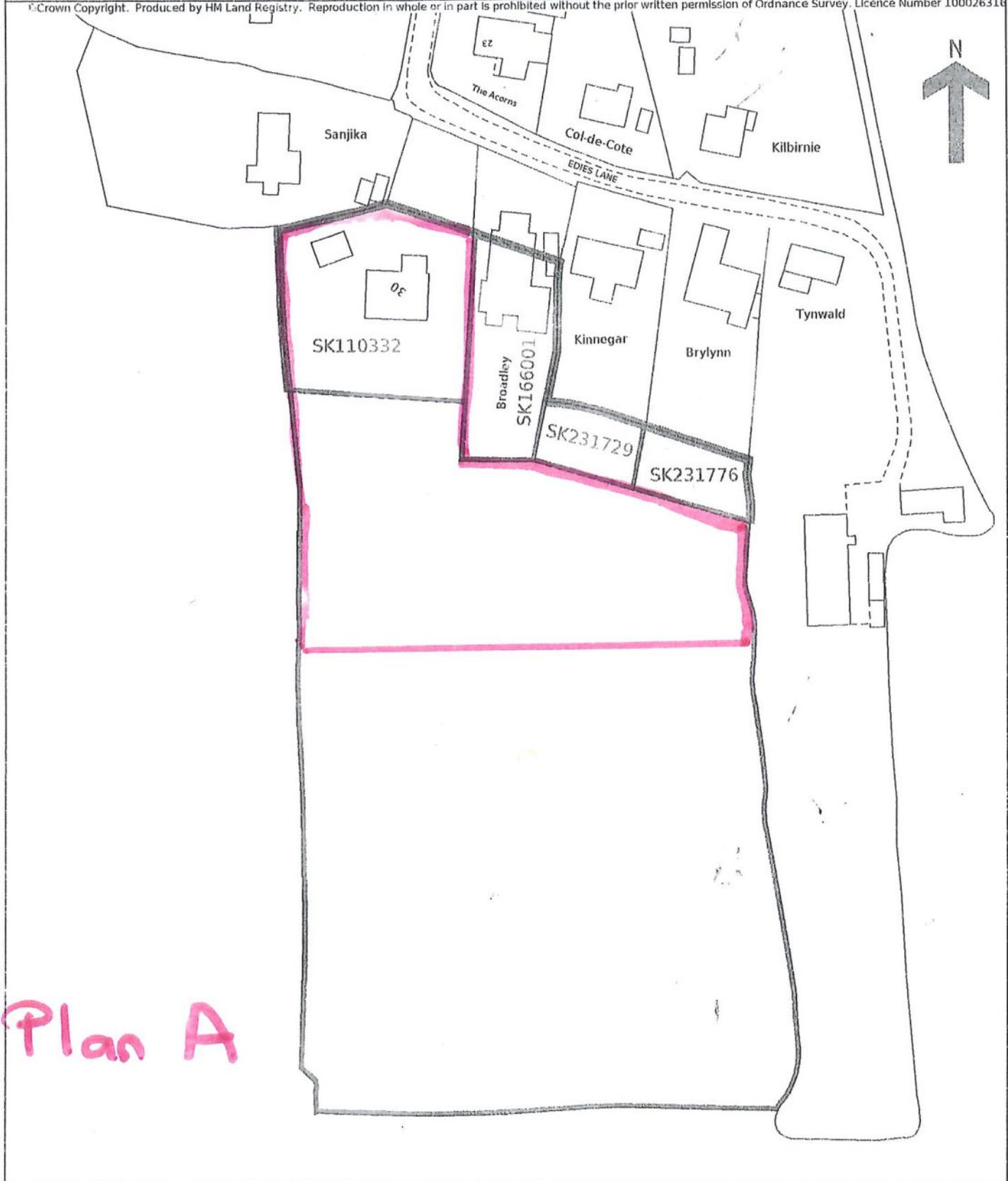
Date: 25.11.2025

HM Land Registry
Official copy of
title plan

Title number **SK1314**
Ordnance Survey map reference **TL9535NW**
Scale **1:1250**
Administrative area **Suffolk : Babergh**



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Plan A

Samuel Steele

25.11.25

EXHIBIT YW-19

Evidence confirming business activities operate from separate commercial premises

Licence Agreement.

This **LICENCE AGREEMENT** is made on the 13th June 2024 between

JOHN DAVIS & PARTNERS. ["the COMPANY"] and

PHS Engineers Ltd. ["the LICENSEE"]

IT IS HEREBY AGREED AS FOLLOWS; -

1. The COMPANY permits the LICENSEE to use the areas shown edged red on the attached plan ["the OFFICE"] at NAGS CORNER, WISTON ROAD, NAYLAND, CO6 4LT. ["the CENTRE"] to have right of access to and from the OFFICE and to have use of the toilet facilities and car parking area at all times, subject to the LICENSEE complying with conditions and regulations relating to the CENTRE.
2. The LICENSEE'S right to occupy shall be deemed to commence on the **1st July 2024** and shall continue till either party gives the other three month's written notice to terminate this Licence.
3. The Licence Fee payment ["the FEE"] for the OFFICE shall be **£555.00** plus VAT [@ standard rate] per month. The FEE will be invoiced monthly in advance and is to be honoured within seven days of the invoice date. The FEE is fixed till the end of April 2025. In the event of non-payment, the COMPANY may exclude the LICENSEE from the CENTRE, save for the purpose of removing all the LICENSEE'S property from the OFFICE, which shall be done within 48 hours of notice of exclusion. After which period the COMPANY may place the LICENSEE'S property on sale at the expense and risk of the LICENSEE.
4. The LICENSEE agrees with the COMPANY; -
 - a). to pay the COMPANY the FEE in the said manner.
 - b). to deposit with the COMPANY a sum equivalent to three times the monthly FEE including VAT as security of due performance of the LICENSEE'S obligations. The same to be returned to the LICENSEE without interest within four weeks of the termination of the LICENSEE'S rights hereunder less the cost of making good any unmet obligation of the LICENSEE.
 - c). to pay the Uniform Business Rate [or equivalent] for the area edged in red.
 - d). to use and occupy the OFFICE only for the purpose agreed. [i.e., retail, showroom, office, or studio.]
 - e). to maintain the OFFICE in good condition, clean and tidy, free from fire and health hazards.
 - f). to remove all rubbish at least weekly to the refuse bins provided by the COMPANY and not to permit any goods, property or displays to be outside the OFFICE, or otherwise to obstruct or cause annoyance to other users of the common areas of the CENTRE.
 - g). to insure all electrical equipment is kept in a safe condition and be regularly inspected, all in accordance with the current 'Electricity at Work Regulations'.
 - h). not to damage any part of the CENTRE and to reimburse the COMPANY the cost of making good any damage caused by the LICENSEE or any employee or agent of the LICENSEE.
 - i). to observe and to cause his/her employees to observe the regulations from time to time made by the COMPANY.
 - j). to pay for any special insurance risk premium arising from the LICENSEE'S particular use of the OFFICE, and to pay for all additional premiums incurred by all other occupants of the premises arising out of any activity in, or use of, the premises by the LICENSEE other than that proposed and agreed by the COMPANY in this AGREEMENT.
 - k). not to make any alteration to the OFFICE without the COMPANY'S prior written consent.
 - l). not to store any flammable liquids within the OFFICE or the any part of the CENTRE.
 - m). not to impose an excessive load or strain on the OFFICE or cause undue vibration thereto.
 - n). to permit the COMPANY and any other person authorised by the COMPANY to always enter the OFFICE.

o). to leave the OFFICE clean and tidy and in a condition equal to that when first occupied, to be liable for any making good alterations, and to hand over all keys when vacating the OFFICE.

p). Not to run any air conditioning or heating equipment without the COMPANY'S prior written consent. Any appliances allowed must not be switched on when the room is unoccupied.

5. The COMPANY agrees with the LICENSEE; -

a). to provide lighting and cleaning services to common areas of the CENTRE, unless prevented by circumstances outside the COMPANY'S control.).

b). to pay all electricity charges.

c). to provide and pay for heating to the OFFICE within the normal heating season unless prevented by circumstances outside the COMPANY'S control.

d). to ensure the CENTRE [but not any property of the LICENSEE] against fire and such other risks as it may decide, but reserves the right, and that of its insurers, to recover from the LICENSEE all monies, or other expenses incurred, to which the COMPANY is entitled under clause 8 of this Agreement.

e). to keep the CENTRE in a good state of repair.

f). to pay the Water Rates [or equivalent] for the CENTRE.

g). to provide such other services and facilities as the COMPANY considers desirable.

6. The rights granted to the LICENSEE are personal to the LICENSEE and are therefore not transferable, or capable of being sub-licensed. It is expressly agreed between the parties that this Licence creates no tenancy or lease whatsoever between the parties, nor does this Licence grant exclusive possession, occupation or use of the OFFICE to the LICENSEE.

7. The Licence hereby granted may be terminated immediately by the COMPANY if in the COMPANY'S opinion the LICENSEE is in breach of any of the conditions hereof.

8. The COMPANY and the LICENSEE hereby agree that the COMPANY shall have no liability whatsoever to the LICENSEE for, and that the LICENSEE shall indemnify the COMPANY against all actions, claims, demands, costs, losses or expenses, which may be brought, made against, sustained or incurred by the COMPANY howsoever arising directly or indirectly out of, or in connection with this Licence in respect of any of the following matters: -

a). death or personal injury to any person visiting or working at the CENTRE, including loss or damage to any common ways, doors, walls, or partitions permitting entrance or exit to the LICENSEE.

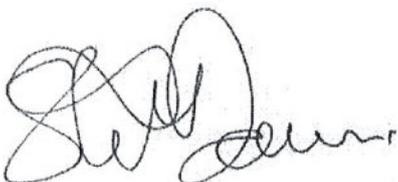
b). loss or damage to any property of the COMPANY, of the LICENSEE, their employees, agents or contractors and any theft damage to the area of building occupied by the LICENSEE.

c). any consequential or other loss which may be incurred or suffered by the LICENSEE or any other person [including in each case any loss caused by failure or inadequacy in the supply of heating, lighting, power or plumbing to the OFFICE or other parts of the CENTRE, and including any damage to the LICENSEE'S goods, and any disruption of the LICENSEE'S business as a result of any fire, water damage or any other cause].

Signed:

..... **Adam Willis for PHS Engineers Ltd.** Date:

Signed:



Stuart Davis for JOHN DAVIS & PARTNERS. Date:

Licence Agreement.

This **LICENCE AGREEMENT** is made on the 14th October 2025 between

JOHN DAVIS & PARTNERS. ["the COMPANY"] and

REPAIR SOLUTIONS GROUP Ltd. ["the LICENSEE"]

IT IS HEREBY AGREED AS FOLLOWS;-

1. The COMPANY permits the LICENSEE to use the areas shown edged red on the attached plan ["the OFFICE"] at NAGS CORNER, WISTON ROAD, NAYLAND, CO6 4LT. ["the CENTRE"] to have right of access to and from the OFFICE and to have use of the toilet facilities and car parking area at all times, subject to the LICENSEE complying with conditions and regulations relating to the CENTRE.
2. The LICENSEE'S right to occupy shall be deemed to commence on the **14th December 2025** and shall continue till either party gives the other three month's written notice to terminate this Licence.
3. The Licence Fee payment ["the FEE"] for the OFFICE shall be **£295.00** plus VAT [@ standard rate] per month. The FEE will be invoiced monthly in advance and is to be honoured within seven days of the invoice date. The FEE is fixed till the end of April 2026. In the event of non-payment, the COMPANY may exclude the LICENSEE from the CENTRE, save for the purpose of removing all the LICENSEE'S property from the OFFICE, which shall be done within 48 hours of notice of exclusion. After which period the COMPANY may place the LICENSEE'S property on sale at the expense and risk of the LICENSEE.
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 - b). to deposit with the COMPANY a sum equivalent to three times the monthly FEE including VAT as security of due performance of the LICENSEE'S obligations. The same to be returned to the LICENSEE without interest within four weeks of the termination of the LICENSEE'S rights hereunder less the cost of making good any unmet obligation of the LICENSEE.
 - c). to pay the Uniform Business Rate [or equivalent] for the area edged in red.
 - d). to use and occupy the OFFICE only for the purpose agreed. [i.e., retail, showroom, office, or studio.]
 - e). to maintain the OFFICE in good condition, clean and tidy, free from fire and health hazards.
 - f). to remove all rubbish at least weekly to the refuse bins provided by the COMPANY and not to permit any goods, property or displays to be outside the OFFICE, or otherwise to obstruct or cause annoyance to other users of the common areas of the CENTRE.
 - g). to insure all electrical equipment is kept in a safe condition and be regularly inspected, all in accordance with the current 'Electricity at Work Regulations'.
 - h). not to damage any part of the CENTRE and to reimburse the COMPANY the cost of making good any damage caused by the LICENSEE or any employee or agent of the LICENSEE.
 - i). to observe and to cause his/her employees to observe the regulations from time to time made by the COMPANY.
 - j). to pay for any special insurance risk premium arising from the LICENSEE'S particular use of the OFFICE, and to pay for all additional premiums incurred by all other occupants of the premises arising out of any activity in, or use of, the premises by the LICENSEE other than that proposed and agreed by the COMPANY in this AGREEMENT.
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 - m). not to impose an excessive load or strain on the OFFICE or cause undue vibration thereto.
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f). to pay the Water Rates [or equivalent] for the CENTRE.

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7. The Licence hereby granted may be terminated immediately by the COMPANY if in the COMPANY'S opinion the LICENSEE is in breach of any of the conditions hereof.

8. The COMPANY and the LICENSEE hereby agree that the COMPANY shall have no liability whatsoever to the LICENSEE for, and that the LICENSEE shall indemnify the COMPANY against all actions, claims, demands, costs, losses or expenses, which may be brought, made against, sustained or incurred by the COMPANY howsoever arising directly or indirectly out of, or in connection with this Licence in respect of any of the following matters: -

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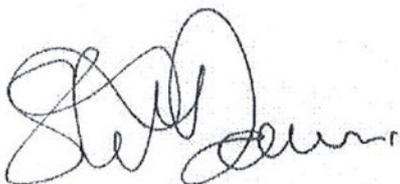
b). loss or damage to any property of the COMPANY, of the LICENSEE, their employees, agents or contractors and any theft damage to the area of building occupied by the LICENSEE.

c). any consequential or other loss which may be incurred or suffered by the LICENSEE or any other person [including in each case any loss caused by failure or inadequacy in the supply of heating, lighting, power or plumbing to the OFFICE or other parts of the CENTRE, and including any damage to the LICENSEE'S goods, and any disruption of the LICENSEE'S business as a result of any fire, water damage or any other cause].

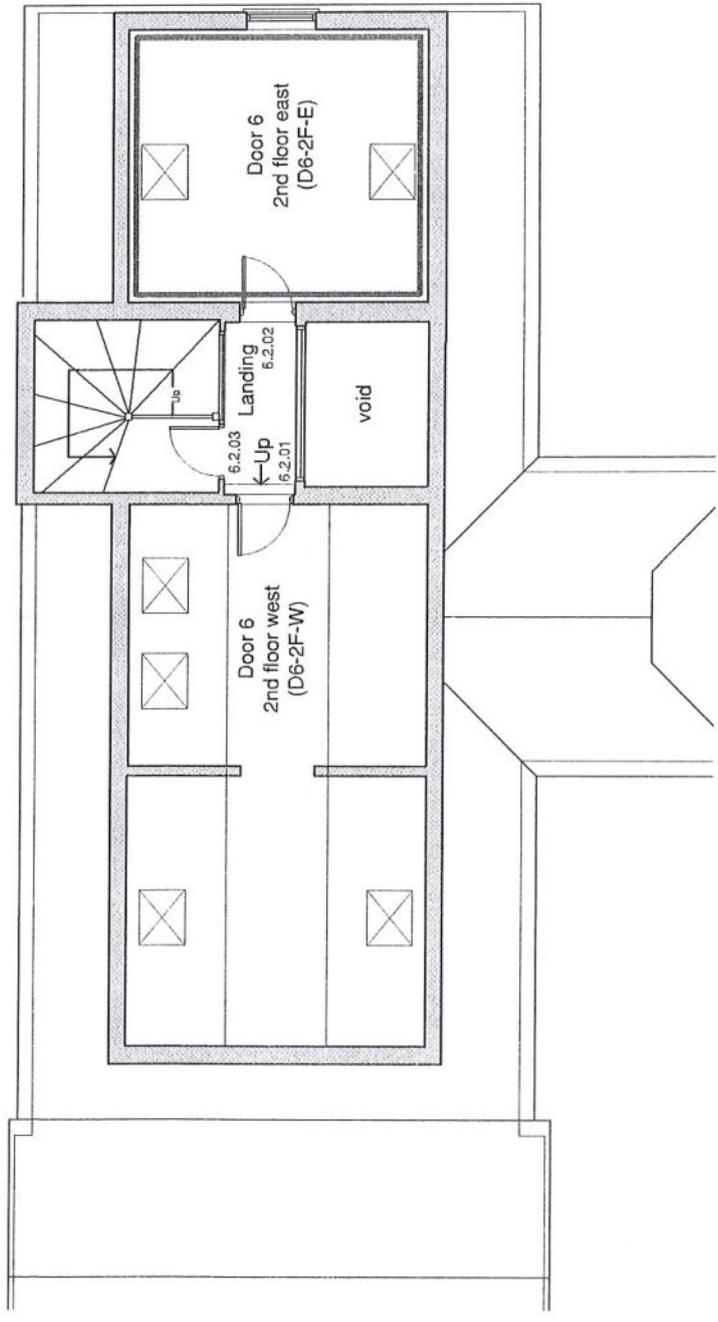
Signed:

..... **Adam Willis** for **REPAIR SOLUTIONS GROUP Ltd.** Date:

Signed:



Stuart Davis for **JOHN DAVIS & PARTNERS.** Date: 14th October 2025.



Door 6, Second floor layout

Scale 1:100

EXHIBIT YW-20

Conveyancing documentation and related correspondence

PRE-CONTRACT REPORT

Client(s): Adam Willis and Yasemin Leila Willis

Our Ref: EXP-003902 / MB/Willis

Purchase of 30 Edies Lane Leavenheath Colchester CO6 4PA ('the Property')

Introduction

We have largely completed our title examination, searches and enquiries in respect of the Property and our report is set out below. Please read it carefully. Remember that once contracts are exchanged you will be legally bound to complete the purchase. It is vital that you bring to our attention before exchange of contracts any matter which you consider unacceptable or about which you are not sure.

Earlier Advice

This report must be read alongside advice and information previously given to you in the course of the transaction. This includes everything from the initial advice memoranda (e.g. those on survey, searches etc., sent with our opening letter) to advice/information within letters, telephone calls, etc., on specific items during the course of the transaction.

Necessarily some advice may be repeated in this report to ensure it is put into context.

DOCUMENTS ENCLOSED WITH REPORT

1. Contract
2. Transfer TR1 and example of how you sign a Deed
3. Official Copy of Register and Title Plan for Title Number SK110332
4. Official Copy of Register and Title Plan for Title Number SK1314
5. Property Information Form
6. Updated TA10 - Fittings and Contents Form
7. Local Authority Search
8. Letter from Lock Electrical
9. Letter from Suffolk County Council re public footpath
10. Landlord gas safety record
11. Gas safe certificate for boiler installed
12. Replies to additional enquiries
13. Boundary plan
14. Client's letter detailing updates
15. Clearer scan of letter to Bates – re dispute
16. Energy Performance Certificate
17. Copy correspondence consisting of emails between us and the Seller's Solicitors
18. Mortgage Deed

CONTRACT

General

The Contract is drawn in consideration of the Standard Conditions of Sale, which are used in the vast majority of residential transactions in England and Wales and are designed to achieve a fair balance between sellers and buyers. We will, accordingly, deal only with certain conditions in this report.

This document, when signed and exchanged between the Seller's conveyancers and ourselves, will legally commit you and your Seller(s) to buy and sell respectively. This will only be done with your authority and after you have agreed a completion date.

The contract is enclosed for your information.

Buyer

Please make sure that this section is correctly completed with all forenames included and with all names correctly spelt.

Property / Title / Incumbrances

Please check the postal address of the Property. Please advise immediately if it is incorrect. We will deal with the other items more fully below.

Title Guarantee

This is a technical conveyancing term which implies certain warranties or guarantees in your favour. Suffice to say that full title guarantee could not be better from your point of view.

Completion Date

This is the date on which the purchase will be finalised with due payment of the balance of purchase price to the Seller(s) and on which the keys will be made available to you so that you may take possession.

It will be a date which you will be asked to approve and agree to before you are legally committed to your purchase. It is a very important date and should be chosen with care. If you do not complete on the agreed date (for a reason which is not the Sellers'/Seller's fault) you will be required to pay interest at the Contract Rate (see the rate shown in the Contract). Equally, if you have paid less than 10% deposit you may be required to pay the balance of the 10% deposit immediately. The Seller(s) can serve a completion notice requiring you to complete within a further 10 days. If you fail to complete within that period, then the Seller(s) can rescind the contract and forfeit your deposit. In addition to these penalties, the Seller(s) can claim further damages in order to be compensated for loss suffered as a result, which exceeds the interest and/or forfeited deposit.

In any event, please do not confirm the date to your removers until contracts are actually exchanged.

Deposit

Please note the advice relating to the Deposit contained in our letter with this Report.

The deposit will be paid to the Sellers' / Seller's conveyancers on exchange of contracts. It will be held by them as stakeholders except to the extent that the funds are required for the payment of a deposit by the Seller in connection with a purchase of Property in England or Wales as a residence for the Seller. Any interest earned on the deposit will be for the benefit of the Seller.

Purchase Price

Please double check that the purchase price shown in the Contract as £765,000.00 is correct, particularly if there has been any price re-negotiation since the date on which we received your initial instructions to act.

Possession

You are entitled to vacant possession once legal completion has been effected and not before. 'Vacant possession' means that at completion the Property should not be occupied nor (unless otherwise agreed) should any furniture or material amounts of rubbish be left. The Sellers are currently in occupation of the Property. If from your own inspection of the Property you are aware that there are other adult occupiers in residence, please let us know as soon as possible.

Please could you do the following:

- 1. Sign the Contract on the first page and return to me by email and post, leaving the date blank.**
- 2. Please also print off the Transfer TR1 form, which is the document that has the effect of transferring this property to you on completion. Please could you sign on the last page, next to your name, in front of a witness as per the attached example of how you sign a Deed, and return to me by email and post.**
- 3. I reattach the Mortgage Deed for this property and would ask if you could print this off, could you sign and return to me by email and post, as I need to have this document before exchange.**

REGISTERED TITLE

The Property is registered at HM Land Registry under Title Number(s) SK110332 (Freehold) and SK1314 (Freehold).

We enclose a copy of the Title Register(s) and Title Plan(s). The Title Register is split into three primary sections.

Property Register

The 'Property Register' sets out the Property description and it should be considered in conjunction with the Property's Title Plan attached. The Title Plan shows the approximate position of the boundaries of the Property edged in red. HM Land Registry plans use a 'general boundary' system and the actual boundaries of the Property may vary from those shown on the Title Plan depending on the physical structures on the land. In any event, please check the Title Plan carefully and let us know as soon as possible if either the description or the boundaries of the Property on the Title Plan appear to be inaccurate. If you have any doubt, we strongly advise that you double check the plan on site. As we will not be inspecting the Property, we will rely on you to advise immediately of any possible discrepancy.

In the absence of any specific information regarding boundary maintenance in the title deeds or from the Seller, you should assume that any boundaries dividing the Property from adjoining properties will be party walls/fences. These will be repaired and maintained at the joint expense of you and the owners of the adjoining properties. You must not carry out any structural alterations to a party wall without first serving written notice on your neighbour (and vice versa) in accordance with the Party Wall Act 1996.

Proprietorship Register

The 'Proprietorship Register' identifies the current owner of the Property. This is also where your name and 'address for service' will appear after the purchase is registered. The 'address for service' is used by HM Land Registry to write to you, should it ever need to do so.

You may register up to three addresses (including email addresses) for service on the title to the Property. To ensure that any correspondence from HM Land Registry is safely received, we would advise you to have more than one address registered where possible. If your correspondence and/or email address change during your ownership of the Property, you should inform HM Land Registry of this in writing. Please also note that these contact addresses will be entered on the public register and will appear on the Property's registered title document.

This section of the Register also specifies the 'class of title'. This is a conveyancing term, which describes the quality of evidence of the owner's legal right to the title when the Property was first registered. The highest class of ownership is 'Absolute Title', which means the owner's right to the land is absolute and cannot be challenged. Your Property was registered with the Absolute Title, which could not be better from your point of view.

Charges Register

The 'Charges Register' is the section which sets out or refers to matters which are a burden on the Property. Any covenants and matters mentioned in the Charges Register that are relevant for your Property will be mentioned below and/or further in the report, as applicable. You may, however, ignore any reference to the Seller's existing mortgages or charges as these entries will be removed upon registration of your purchase.

With regard to Title Number SK110332, the area of land edged in green on the plan has been removed from the Title. Please can you confirm that this is correct.

In regard to Title Number SK1314, which relates to the additional woodland/land included, the areas edged in green have been removed from the Title. This includes part of your property registered under Title Number SK110332 which is included. Please can you confirm that the full extent of the area is correct and if there are any discrepancies then to let me know. Please further note that in Title Number SK1314 it takes subject to a right to enter on notice with or without workmen for the purpose of inspecting, repairing and making good any damage to their land. This relates to Title Number SK166001 which is known as Broadlea, Edies Lane. I have asked if this right has been exercised during the Seller's ownership and she confirms that it has been exercised only once when they wanted to install a rabbit proof fence.

LOCAL AUTHORITY SEARCH

We have carried out a Local Authority Search, which gives a wide range of information drawn from statutory registers and other records that the Authority holds relating to the Property.

The results of the Local Authority Search provide replies to the standard enquiries agreed between the local authorities in England and Wales and The Law Society.

Although the Local Authority Search is an essential part of the information we need to advise you on your purchase, it is important that you understand its limitations. This is not a search of the local area, but it relates purely to the Property you are buying. It will not disclose matters that affect nearby properties, for example planning applications or permissions for local development.

Please note the following: -

Roads and Paths

The road and principal paths serving the Property are adopted and maintained at public expense and accordingly subject to public rights of way.

If you refer to the local search you will note that it makes reference to a public footpath. If you refer to page 18 of the search you will see the public footpath shown coloured red. It looks like it runs alongside the eastern boundary of the Property (when looking at the property from the road). Any public footpaths cannot be obstructed at all, because it is a public right of way.

Public Right(s) of Way

The search indicates that there is a public right of way over the Property.

If you refer to question 2.2 of the local search it shows that there is a public right of way. There is a plan showing the location of this which is on the side of your boundary. Please note that this area cannot be obstructed.

Nearby Railway Scheme(s)

The search indicates that there is a railway scheme planned for the area in which the Property is situated.

Please refer to section 3.5 of the search as it makes reference to Network Rail Ipswich Chord Order. Please note that this is within the district council boundary and is not within 200 metres of this Property.

It may be possible to undertake a further search (at an additional expense), which will identify the Property's proximity to the proposed railway route. This report could also help you assess factors like possible noise pollution or construction traffic. Please do get in contact as soon as possible if you would like this additional report arranged on your behalf.

This may also mean that the Property may be liable to compulsory purchase at some stage in the future, and if not acquired, may be blighted either because planning permission for development may be difficult or impossible to obtain; or the value of the Property may be adversely affected by its proximity to the proposed railway line.

If any enforceable order or decision has already been made to compulsorily purchase or acquire the Property, this will be highlighted further in this report.

Local Development Plans

National planning legislation requires the Local Authority to keep a Local Development Plan to set out its planning policies, as well as any general proposals for future development and use of land in the local area. The Local Development Plan will be considered when any applications for planning permission are made, and is intended to guide any future development decisions. If there are any specific proposals in the Local Development Plan that affect the Property, they will be revealed in the reply to enquiry 1.2 of the Local Authority Search. I would strongly suggest that you take the time to review the Plan for further information about potential future development in the local area.

Planning Permissions/Building Regulations

The search does not reveal any adverse matters relating to Planning Permission approval and these aspects appear to be in order. However, if you have not already done so, and if

you are aware of any alterations or additions to the Property (including for example the building of a garage or conservatory or removal of internal walls) please let us know so that we can cross check relevant permissions / approvals.

Please also note that if the Seller has made substantial alterations to the Property, the Local Authority has the right to reconsider the Property's Council Tax banding, once your purchase has been completed. It is not possible at this time to confirm whether or not the tax band will be increased. However, you may be able to check whether the Local Authority has already marked the Property with an 'improvement indicator' by visiting <https://www.gov.uk/council-tax-bands>. Even if no such indication is apparent now, you should be aware that this risk exists.

The search does not reveal any adverse matters relating to Building Regulation approval and these aspects appear to be in order. However, if you have not already done so, and if you are aware of any alterations or additions to the Property (including for example the building of a garage or conservatory or removal of internal walls) please let us know so that we can cross check relevant permissions / approvals.

Optional Enquiries

In addition to the standard enquiries we have already raised with the Local Authority, there is the option to raise additional enquiries to gather information on matters such as:

road proposals (by private bodies) on land adjoining or adjacent to the Property;

any pipelines laid through or within 100 feet of the Property;

any planning completion notices in relation to any outstanding works at your new Property;

any protected hedgerows within the boundaries of the Property and whether any notices have been served in respect of the same;

whether the Property is in a mineral consultation area or in a mineral safeguarding area;

whether the Property or land abutting to it registered as common land or village green;

whether the Property is affected by any entries under the Planning (Hazardous Substances) Act 1990 or subject to any environmental and pollution notices.

If you think that any of this information may be relevant to your decision to purchase the Property and would like us to raise additional enquiries, please let us know as soon as possible. This will require payment of an additional fee to the Local Authority and may be subject to an additional charge by the firm for undertaking the additional work.

In addition, if you have any other particular concerns that may affect your purchase of the Property (for example a view, or the Property's location next to open space), then you should either make your own enquiries with the Local Authority, or let us know so that we can do this on your behalf.

WATER SEARCH

We have received the result of our standard Water Authority Search which gives a variety of information about the Property. We can of course only advise on the legal aspects of the same and we would therefore recommend that you discuss any technical points with your surveyor. The result of the search shows the following :-

Foul Drainage

Foul water from the Property will drain to a public sewer. This may be by way of a direct connection to the public sewer or via a private or lateral drain. You will normally be responsible for the private drain (or part of it) solely serving your Property and within the boundaries of your Property. Standard water and drainage rates will also be payable.

Surface Water

Surface water is dealt with by soakaways which will remain private and fall to you to maintain. Another method for surface water disposal may be via Sustainable Drainage Systems, commonly known as SuDS. Please refer to the findings of the Local Authority Search whether your Property will lie in the area benefitting from SuDS and if so please note that maintenance charge relating to upkeep of SuDS may be payable.

Mains Water Supply

The Property is connected to the mains water supply. The report also confirms the Property is served by a water meter. This means your water charges will be based on actual usage as opposed to an amount based on average household consumption rates.

There is a public sewer/lateral drain within the boundaries of the Property. The presence of a public sewer/lateral drain within the boundary of the Property is very likely to restrict further development (further building or extension). Please see 'Build Over Agreements' below. Please also note that the water company has a statutory right of access to carry out works on its assets, subject to notice. This may result in employees of the company or its contractors needing to enter into the Property to carry out work. Please in any event advise us immediately if it appears to you that the sewer and/or lateral drain has been built over.

Build Over Agreements

By legislation which came into force in 2011, many private sewers which ran within Property boundaries were transferred from private to public ownership. As a result, many of the sewers (foul drainage and/or surface water and/or lateral drains) which run within the boundaries of the Property will - or may be - public sewers operated and maintained by the Water Authority. It is important to note that (because they were previously private) some of these public sewers may not show up on the public sewer maps and so may not be revealed by the Water Authority Search.

Any proposed building works within three metres of any such public sewers will need to have the prior written consent of the Water Authority (called a 'Build Over Agreement'). If you intend to extend the Property in any way or carry out building works, you will first need to contact the Water Authority to check (if not revealed by the search) whether there are any public sewers within the boundaries and if so to obtain, if possible, their approval by way of a Build Over Agreement.

Water Hardness

Water hardness is naturally occurring and comes from calcium and magnesium mineral salts which are dissolved from the rocks through which rain water flows. Whilst not harmful, hard water can cause scale to form in kettles, steam irons and around taps and shower heads. The hardness level of the water is hard.

I have asked about the surface water drainage for this Property and will come back to you on this. Please note that looking at the plan there is a public sewer that seems to run along the side of the Property and the rear. If you plan to carry out any extensions then please note that you will need to obtain the consent of the water company before doing any works, particularly if you are going to extend within three metres or over the public sewer.

ENVIRONMENTAL SEARCH

A copy of an Environmental Search is enclosed. This separate search has been carried out to endeavour to identify any adverse environmental matters which you should consider before purchase. There is a question relating to contamination as such in the Local Authority search but it is limited in its form and in any event Local Authorities' records are unlikely to be complete.

Please note:

If the land is contaminated, then not only are there the obvious problems of down valuation, health etc. but the expensive cost of clean-up (enforceable by the Local Authority) can easily fall upon the owner rather than the person or company which caused the problem.

If there is the prospect of contamination it may be possible to insure against the cost of remediation / clean up.

If any part of the search gives you cause for concern you should pursue further enquiries through your surveyor / valuer / other specialist.

As conveyancers we are not qualified to advise on the matters covered by the search report itself. This is a matter for you and your own specialist advisors. We are not able to accept any liability in this connection.

You should not commit to the transaction by exchange of contracts until you are satisfied that the position is acceptable both to you and to an intending purchaser from you.

FLOOD SEARCH

A copy of the Flood Search which you instructed us to carry out for you is enclosed. This separate search has been obtained to endeavour to identify any flood risk matters which you should consider before proceeding to commit yourself to the purchase.

Please note that if the Property is at risk of flooding, it may be difficult to:

- obtain a mortgage
- obtain suitable insurance cover, or
- sell the Property.

The value of the Property is also likely to be affected.

If any part of the search gives you cause for concern you should pursue further enquiries through your surveyor / valuer / other specialist.

We are not qualified to advise on the matters covered by the search or the search report itself. This is a matter for you and your own specialist advisors. We are not able to accept any liability in this connection.

In any event, it is imperative that before you exchange contracts you ascertain from your proposed insurers that they will be prepared to insure the Property under the terms of a normal domestic policy - to include flood risk cover - at a premium and on such other terms as are acceptable to you.

You should not commit to the transaction by exchanging contracts until you are satisfied that the position on flood risk is acceptable to you, your insurers and to any future purchaser from you.

Please refer to section 2 of the search as it has identified a flood risk at the Property.

ENQUIRIES TO SELLER / SELLER'S CONVEYANCER

Please consider the Seller's replies to the: -

Property Information Form
Fittings and Contents Form

These are either enclosed with this report or have been sent previously.

You should read carefully the Property Information Form and let us know if you require any further information or believe any of the information the Seller has given to be incorrect.

Please check carefully through the Fittings and Contents Form to make sure that everything you consider to be included in the purchase price is listed. If there are any discrepancies between this list and what you believe has been agreed, please let us know as soon as possible.

We enclose some additional enquiries raised with the Seller's Conveyancers and their replies (please refer to the copy correspondence consisting of emails between us and the Seller's Solicitors).

Please read through the information carefully and let us know if any point requires clarification or further investigation.

JOINT OWNERSHIP

May we remind you that you have chosen to hold the Property between yourselves as Joint Tenants. The consequences of this choice were explained on the form issued to you with our opening letter. In the unlikely event of any hesitations now about your earlier choice, please contact us immediately otherwise we will proceed on the basis of your existing instructions.

ENERGY PERFORMANCE CERTIFICATE

Please find enclosed a copy of the Certificate. It is a requirement for all sellers to have an assessment carried out before they commence marketing the Property.

The Certificate provides information on the current energy efficiency rating for the Property as well as indication of how it can be improved.

It is valid for a period of 10 years from the date of the Certificate, so that if you come to sell the Property within that time you may forward it to your future purchaser without the need for a new assessment.

REPORT LIMITATIONS

Whilst it is intended that this report should deal with the legal aspects relevant to your intended purchase of the Property, please note the limitations on the extent that the report may be relied upon set out below.

- We have not inspected the Property. It is therefore imperative that you satisfy yourself, prior to exchange, that all fixtures and fittings, appliances, central heating system and electrics are in working order by carrying out your own inspection and

surveys / testing as there may be no recourse against the seller if you find at a later date these are not working satisfactorily. Please note that this firm will not be held liable for defects in such appliances and systems.

- As the report has been prepared for you alone, no-one else may rely upon it.
- The report advises on legal matters relating to your purchase and their application in respect of your intended use of the Property as advised by you. The report does not offer any advice on whether your intended purchase is a sound investment and should you require such advice, you must seek further specialist assistance on this matter.
- We are proceeding on the following assumptions: -
 - That you accept the physical condition of the Property.
 - That if you intend to carry out work on the Property or change its use, you are aware of all planning permissions and other consents which may be required before they are carried out.
 - That the Property is to be used solely by you as a private residence.
 - That you understand the information contained or referred to in this report and that it is acceptable to you.

CONCLUSIONS

Subject to the terms of this report and particularly the assumptions set out above we consider that the title to the Property is good and marketable and we are not aware of other matters of a legal nature that should dissuade you from proceeding with the purchase.

30 July 2024

Signed for and on behalf of

Fellowes Solicitors LLP

STANDARD CONDITIONS OF SALE (FIFTH EDITION - 2018 REVISION)
(NATIONAL CONDITIONS OF SALE 25TH EDITION, LAW SOCIETY'S CONDITIONS OF SALE 2011)

1. GENERAL

1.1 Definitions

1.1.1 In these conditions:

- (a) 'accrued interest' means:
 - (i) if money has been placed on deposit or in a building society share account, the interest actually earned;
 - (ii) otherwise, the interest which might reasonably have been earned by depositing the money at interest on seven days' notice of withdrawal with a clearing bank less, in either case, any proper charges for handling the money
- (b) 'clearing bank' means a bank admitted by the Bank of England as a direct participant in its CHAPS system
- (c) 'completion date' has the meaning given in condition 6.1.1
- (d) 'contents price' means any separate amount payable for contents included in the contract
- (e) 'contract rate' means the Law Society's interest rate from time to time in force
- (f) 'conveyancer' means a solicitor, barrister, duly qualified notary public, licensed conveyancer or recognised body under sections 9 or 23 of the Administration of Justice Act 1985
- (g) 'lease' includes sub-lease, tenancy and agreement for a lease or sub-lease
- (h) 'mortgage' means a mortgage or charge securing the repayment of money
- (i) 'notice to complete' means a notice requiring completion of the contract in accordance with condition 6.8
- (j) 'public requirement' means any notice, order or proposal given or made (whether before or after the date of the contract) by a body acting on a statutory authority
- (k) 'requisition' includes objection
- (l) 'transfer' includes conveyance and assignment
- (m) 'working day' means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday.

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

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

- (a) if he could be, but for the default of the other party, and
- (b) in the case of the seller, even though the property remains subject to a mortgage, if the amount to be paid on completion enables the property to be transferred free of all mortgages (except any to which the sale is expressly subject).

1.1.4 These conditions apply except as varied or excluded by the contract.

1.2 Joint parties

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

1.3 Notices and documents

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

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

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

- (a) by fax, or
- (b) by e-mail to an e-mail address for the intended recipient given in the contract

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

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

- (b) A notice or document which is received after 4.00pm on a working day, or on a day which is not a working day, is to be treated as having been received on the next working day.
- (c) An automated response to a notice or document sent by e-mail that the intended recipient is out of the office is to be treated as proof that the notice or document was not received.

1.3.6 Condition 1.3.7 applies unless there is proof:

- (a) that a notice or document has not been received, or
- (b) of when it was received.

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

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

1.4 VAT

1.4.1 The purchase price and the contents price are inclusive of any value added tax.

1.4.2 All other sums made payable by the contract are exclusive of any value added tax and when a supply is made which is chargeable to value added tax, the recipient of the supply is to pay the supplier (in addition to any other amounts payable under the contract) a sum equal to the value added tax chargeable on that supply.

1.5 Assignment and sub-sales

1.5.1 The buyer is not entitled to transfer the benefit of the contract

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

1.6 Third party rights

Unless otherwise expressly stated nothing in this contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the contract.

2. FORMATION

2.1 Date

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

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

2.2 Deposit

2.2.1 The buyer is to pay or send a deposit of 10 per cent of the purchase price no later than the date of the contract.

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

2.2.3 Conditions 2.2.4 to 2.2.6 do not apply on a sale by auction.

2.2.4 The deposit is to be paid:

- (a) by electronic means from an account held in the name of a conveyancer at a clearing bank to an account in the name of the seller's conveyancer or (in a case where condition 2.2.5 applies) a conveyancer nominated by him and maintained at a clearing bank or
- (b) to the seller's conveyancer or (in a case where condition 2.2.5 applies) a conveyancer nominated by him by cheque drawn on a solicitor's or licensed conveyancer's Client account

2.2.5 If before completion date the seller agrees to buy another property in England and Wales for his residence, he may use all or any part of the deposit as a deposit in that transaction to be held on terms to the same effect as this condition and condition 2.2.6.

2.2.6 Any deposit or part of a deposit not being used in accordance with condition 2.2.5 is to be held by the seller's conveyancer as stakeholder on terms that on completion it is paid to the seller with accrued interest.

2.3 Auctions

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

2.3.2 The sale is subject to a reserve price.

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

2.3.4 The auctioneer may refuse any bid.

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

2.3.6 The deposit is to be paid to the auctioneer as agent for the seller.

3. MATTERS AFFECTING THE PROPERTY

3.1 Freedom from incumbrances

3.1.1 The seller is selling the property free from incumbrances, other than those mentioned in condition 3.1.2.

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

- (a) those specified in the contract
- (b) those discoverable by inspection of the property before the date of the contract
- (c) those the seller does not and could not reasonably know about
- (d) those, other than mortgages, which the buyer knows about
- (e) entries made before the date of the contract in any public register except those maintained by the Land Registry or its Land Charges Department or by Companies House
- (f) public requirements.

3.1.3 After the contract is made, the seller is to give the buyer written details without delay of any new public requirement and of anything in writing which he learns about concerning a matter covered by condition 3.1.2.

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

3.2 Physical state

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

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

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

3.3 Leases affecting the property

3.3.1 The following provisions apply if any part of the property is sold subject to a lease.

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

- (b) The seller is to inform the buyer without delay if the lease ends or if the seller learns of any application by the tenant in connection with the lease; the seller is then to act as the buyer reasonably directs, and the buyer is to indemnify him against all consequent loss and expense.
- (c) Except with the buyer's consent, the seller is not to agree to any proposal to change the lease terms nor to take any step to end the lease.
- (d) The seller is to inform the buyer without delay of any change to the lease terms which may be proposed or agreed.
- (e) The buyer is to indemnify the seller against all claims arising from the lease after actual completion; this includes claims which are enforceable against a buyer for want of registration.
- (f) The seller takes no responsibility for what rent is lawfully recoverable, nor for whether or how any legislation affects the lease.
- (g) If the let land is not wholly within the property, the seller may apportion the rent.

4. TITLE AND TRANSFER

4.1 Proof of title

4.1.1 Without cost to the buyer, the seller is to provide the buyer with proof of the title to the property and of his ability to transfer it, or to procure its transfer.

4.1.2 Where the property has a registered title the proof is to include official copies of the items referred to in rules 134(1)(a) and (b) and 135(1)(a) of the Land Registration Rules 2003, so far as they are not to be discharged or overidden at or before completion.

4.1.3 Where the property has an unregistered title, the proof is to include:

- (a) an abstract of title or an epitome of title with photocopies of the documents, and
- (b) production of every document or an abstract, epitome or copy of it with an original marking by a conveyancer either against the original or on an examined abstract or an examined copy.

4.2 Requisitions

4.2.1 The buyer may not raise requisitions:

- (a) on any title shown by the seller before the contract was made
- (b) in relation to the matters covered by condition 3.1.2.

4.2.2 Notwithstanding condition 4.2.1, the buyer may, within six working days of a matter coming to his attention after the contract was made, raise written requisitions on that matter. In that event, steps 3 and 4 in condition 4.3.1 apply.

4.2.3 On the expiry of the relevant time limit under condition 4.2.2 or condition 4.3.1, the buyer loses his right to raise requisitions or to make observations.

4.3 Final title

4.3.1 Subject to condition 4.2 and to the extent that the seller did not take the steps described in condition 4.1.1 before the contract was made, the following are the steps for inducing and investigating the title to the property to be taken within the following time limits:

Step	Time Limit
1. The seller is to comply with condition 4.1.1	Immediately after making the contract
2. The buyer may raise written requisitions	Six working days after either the date of the contract or the date of delivery of the seller's evidence of title on which the requisitions are raised, whichever is the later
3. The seller is to reply in writing to any requisitions raised	Four working days after receiving the requisitions
4. The buyer may make written objections on the seller's replies	Three working days after receiving the replies

The time limit on the buyer's right to raise requisitions applies even where the seller supplies incomplete evidence of his title, but the buyer may, within six working days from delivery of any further evidence, raise further requisitions resulting from that evidence.

4.3.2 The parties are to take the following steps to prepare and agree the transfer of the property within the following time limits:

Step	Time Limit
A. The buyer is to send the seller a draft transfer	At least twelve working days before completion date
B. The seller is to approve or revise that draft and either return it or retain it for use as the actual transfer	Four working days after delivery of the draft transfer
C. If the draft is returned the buyer is to send an engrossment to the seller	At least five working days before completion date

4.3.3 Periods of time under conditions 4.3.1 and 4.3.2 may run concurrently.

4.3.4 If the period between the date of the contract and completion date is less than 15 working days, the time limits in conditions 4.2.2, 4.3.1 and 4.3.2 are to be reduced by the same proportion as that period bears to the period of 15 working days. Fractions of a working day are to be rounded down except that the time limit to perform any step is not to be less than one working day.

4.4 Defining the property

The seller need not:

- (a) prove the exact boundaries of the property
- (b) prove who owns fences, ditches, hedges or walls
- (c) separately identify parts of the property with different titles further than he may be able to do from information in his possession

4.5 Rents and rentcharges

The fact that a rent or rentcharge, whether payable or receivable by the owner of the property, has been, or will on completion be, informally apportioned is not to be regarded as a defect in title.

4.6 Transfer

4.6.1 The buyer does not prejudice his right to raise requisitions, or to require replies to any raised, by taking any steps in relation to preparing or agreeing the transfer.

4.6.2 Subject to condition 4.6.3, the seller is to transfer the property with full title guarantee.

- 4.6.3 The transfer is to have effect as if the disposition is expressly made subject to all matters covered by condition 3.1.2 and, if the property is leasehold, is to contain a statement that the covenants set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to any breach of the tenant's covenants in the lease relating to the physical state of the property.
- 4.6.4 If after completion the seller will remain bound by any obligation affecting the property which was disclosed to the buyer before the contract was made, but the law does not imply any covenant by the buyer to indemnify the seller against liability for future breaches of it:
- the buyer is to covenant in the transfer to indemnify the seller against liability for any future breach of the obligation and to perform it from then on, and
 - if required by the seller, the buyer is to execute and deliver to the seller on completion a duplicate transfer prepared by the buyer.
- 4.6.5 The seller is to arrange at his expense that, in relation to every document of title which the buyer does not receive on completion, the buyer is to have the benefit of:
- a written acknowledgement of his right to its production, and
 - a written undertaking of its safe custody (except while it is held by a mortgagee or by someone in a fiduciary capacity).
- 4.7 Membership of company
Where the seller is, or is required to be, a member of a company that has an interest in the property or has management responsibilities for the property or the surrounding areas, the seller is, without cost to the buyer, to provide such documents on completion as will enable the buyer to become a member of that company.
5. RISK, INSURANCE AND OCCUPATION PENDING COMPLETION
- 5.1 The property is at the risk of the buyer from the date of the contract.
- 5.1.2 The seller is under no obligation to the buyer to insure the property unless:
- the contract provides that a policy effected by or for the seller and insuring the property or any part of it against liability for loss or damage is to continue in force, or
 - the property or any part of it is let on terms under which the seller (whether as landlord or as tenant) is obliged to insure against loss or damage.
- 5.1.3 If the seller is obliged to insure the property under condition 5.1.2, the seller is to:
- do everything necessary to maintain the policy
 - permit the buyer to inspect the policy or evidence of its terms
 - if before completion the property suffers loss or damage:
 - pay to the buyer on completion the amount of the policy monies which the seller has received, so far as not applied in repairing or reinstating the property, and
 - if no final payment has then been received, assign to the buyer, at the buyer's expense, all rights to claim under the policy in such form as the buyer reasonably requires and pending execution of the assignment hold any policy monies received in trust for the buyer.
 - cancel the policy on completion.
- 5.1.4 Where the property is leasehold and the property, or any building containing it, is insured by a reversioner or other third party, the seller is to use reasonable efforts to ensure that the insurance is maintained until completion and if, before completion, the property or building suffers loss or damage the seller is to assign to the buyer on completion, at the buyer's expense, such rights as the seller may have in the policy monies, in such form as the buyer reasonably requires.
- 5.1.5 If payment under a policy effected by or for the buyer is reduced, because the property is covered against loss or damage by an insurance policy effected by or on behalf of the seller, then, unless the seller is obliged to insure the property under condition 5.1.2, the purchase price is to be abated by the amount of that reduction.
- 5.1.6 Section 47 of the Law of Property Act 1925 does not apply.
- 5.2 Occupation by buyer
- 5.2.1 If the buyer is not already lawfully in the property, and the seller agrees to let him into occupation, the buyer occupies on the following terms.
- 5.2.2 The buyer is a licensee and not a tenant. The terms of the licence are that the buyer:
- cannot transfer it
 - may permit members of his household to occupy the property
 - is to pay or indemnify the seller against all outgoings and other expenses in respect of the property
 - is to pay the seller a fee calculated at the contract rate on a sum equal to the purchase price (less any deposit paid) for the period of the licence
 - is entitled to any rents and profits from any part of the property which he does not occupy
 - is to keep the property in as good a state of repair as it was in when he went into occupation (except for fair wear and tear) and is not to alter it
 - if the property is leasehold, is not to do anything which puts the seller in breach of his obligations in the lease, and
 - is to quit the property when his licence ends.
- 5.2.3 The buyer is not in occupation for the purposes of this condition if he merely exercises rights of access given solely to do work agreed by the seller.
- 5.2.4 The buyer's licence ends on the earliest of: completion date, rescission of the contract or when five working days' notice given by one party to the other takes effect.
- 5.2.5 If the buyer is in occupation of the property after his licence has come to an end and the contract is subsequently completed he is to pay the seller compensation for his continued occupation calculated at the same rate as the fee mentioned in condition 5.2.2(d).
- 5.2.6 The buyer's right to raise requisitions is unaffected.
6. COMPLETION
- 6.1 Date
- 6.1.1 Completion date is twenty working days after the date of the contract but time is not of the essence of the contract unless a notice to complete has been served.
- 6.1.2 If the money due on completion is received after 2.00pm, completion is to be treated, for the purposes only of conditions 6.3 and 7.2, as taking place on the next working day as a result of the buyer's default.
- 6.1.3 Condition 6.1.2 does not apply and the seller is treated as in default if:
- the sale is with vacant possession of the property or any part of it, and
 - the buyer is ready, able and willing to complete but does not pay the money due on completion until after 2.00pm because the seller has not vacated the property or that part by that time.
- 6.2 Arrangements and place
- 6.2.1 The buyer's conveyancer and the seller's conveyancer are to co-operate in agreeing arrangements for completing the contract.
- 6.2.2 Completion is to take place in England and Wales, either at the seller's conveyancer's office or at some other place which the seller reasonably specifies.
- 6.3 Apportionments
- 6.3.1 On evidence of proper payment being made, income and outgoings of the property are to be apportioned between the parties so far as the change of ownership on completion will affect entitlement to receive or liability to pay them.
- 6.3.2 If the whole property is sold with vacant possession or the seller exercises his option in condition 7.2.4, apportionment is to be made with effect from the date of actual completion, otherwise, it is to be made from completion date.
- 6.3.3 In apportioning any sum, it is to be assumed that the seller owns the property until the end of the day from which apportionment is made and that the sum accrues from day to day at the rate at which it is payable on that day.
- 6.3.4 For the purpose of apportioning income and outgoings, it is to be assumed that they accrue at an equal daily rate throughout the year.
- 6.3.5 When a sum to be apportioned is not known or easily ascertainable at completion, a provisional apportionment is to be made according to the best estimate available. As soon as the amount is known, a final apportionment is to be made and notified to the other party. Any resulting balance is to be paid no more than ten working days later, and if not then paid the balance is to bear interest at the contract rate from then until payment.
- 6.3.6 Compensation payable under condition 5.2.5 is not to be apportioned.
- 6.4 Amount payable
The amount payable by the buyer on completion is the purchase price and the contents price (less any deposit already paid to the seller or his agent) adjusted to take account of:
- apportionments made under condition 6.3
 - any compensation to be paid or allowed under condition 7.2
 - any sum payable under condition 5.1.3.

- 6.5 Title deeds
- 6.5.1 As soon as the buyer has complied with all his obligations under this contract on completion the seller must hand over the documents of title.
- 6.5.2 Condition 6.5.1 does not apply to any documents of title relating to land being retained by the seller after completion.
- 6.6 Rent receipts
The buyer is to assume that whoever gave any receipt for a payment of rent or service charge which the seller produces was the person or the agent of the person then entitled to that rent or service charge.
- 6.7 MEANS OF PAYMENT
The buyer is to pay the money due on completion by a direct transfer of cleared funds from an account held in the name of a conveyancer at a clearing bank and, if appropriate, an unconditional release of a deposit held by a stakeholder.
- 6.8 Notice to complete
- 6.8.1 At any time after the time applicable under condition 6.1.2 on completion date, a party who is ready, able and willing to complete may give the other a notice to complete.
- 6.8.2 The parties are to complete the contract within ten working days of giving a notice to complete, excluding the day on which the notice is given. For this purpose, time is of the essence of the contract.
- 6.8.3 On receipt of a notice to complete:
- if the buyer paid no deposit, he is forthwith to pay a deposit of 10 per cent
 - if the buyer paid a deposit of less than 10 per cent, he is forthwith to pay a further deposit equal to the balance of that 10 per cent.
7. REMEDIES
- 7.1 Errors and omissions
- 7.1.1 If any plan or statement in the contract, or in the negotiations leading to it, is or was misleading or inaccurate due to an error or omission by the seller, the remedies available to the buyer are as follows:
- When there is a material difference between the description or value of the property, or of any of the contents included in the contract, as represented and as it is, the buyer is entitled to damages.
 - An error or omission only entitles the buyer to rescind the contract:
 - when it results from fraud or recklessness, or
 - where he would be obliged, to his prejudice, to accept property differing substantially (in quantity, quality or tenure) from what the error or omission had led him to expect.
- 7.1.2 If either party rescinds the contract:
- unless the rescission is a result of the buyer's breach of contract the deposit is to be repaid to the buyer with accrued interest
 - the buyer is to return any documents he received from the seller and is to cancel any registration of the contract.
- 7.2 Late completion
- 7.2.1 If there is default by either or both of the parties in performing their obligations under the contract and completion is delayed, the party whose total period of default is the greater is to pay compensation to the other party.
- 7.2.2 Compensation is calculated at the contract rate on an amount equal to the purchase price, less (where the buyer is the paying party) any deposit paid, for the period by which the paying party's default exceeds that of the receiving party, or, if shorter, the period between completion date and actual completion.
- 7.2.3 Any claim for loss resulting from delayed completion is to be reduced by any compensation paid under this contract.
- 7.2.4 Where the buyer holds the property as tenant of the seller and completion is delayed, the seller may give notice to the buyer, before the date of actual completion, that he intends to take the net income from the property until completion. If he does so, he cannot claim compensation under condition 7.2.1 as well.
- 7.3 After completion
Completion does not cancel liability to perform any outstanding obligation under this contract.
- 7.4 Buyer's failure to comply with notice to complete
- 7.4.1 If the buyer fails to complete in accordance with a notice to complete, the following terms apply.
- 7.4.2 The seller may rescind the contract, and if he does so:
- he may:
 - forfeit and keep any deposit and accrued interest
 - resell the property and any contents included in the contract
 - claim damages
 - the buyer is to return any documents he received from the seller and is to cancel any registration of the contract.
- 7.4.3 The seller retains his other rights and remedies.
- 7.5 Seller's failure to comply with notice to complete
- 7.5.1 If the seller fails to complete in accordance with a notice to complete, the following terms apply.
- 7.5.2 The buyer may rescind the contract, and if he does so:
- the deposit is to be repaid to the buyer with accrued interest
 - the buyer is to return any documents he received from the seller and is, at the seller's expense, to cancel any registration of the contract.
- 7.5.3 The buyer retains his other rights and remedies.
8. LEASEHOLD PROPERTY
- 8.1 Existing leases
- 8.1.1 The following provisions apply to a sale of leasehold land.
- 8.1.2 The seller having provided the buyer with copies of the documents embodying the lease terms, the buyer is treated as entering into the contract knowing and fully accepting those terms.
- 8.2 New leases
- 8.2.1 The following provisions apply to a contract to grant a new lease.
- 8.2.2 The conditions apply so that:
- 'seller' means the proposed landlord
 - 'buyer' means the proposed tenant
 - 'purchase price' means the premium to be paid on the grant of a lease.
- 8.2.3 The lease is to be in the form of the draft attached to the contract.
- 8.2.4 If the term of the new lease will exceed seven years, the seller is to deduce a title which will enable the buyer to register the lease at the Land Registry with an absolute title.
- 8.2.5 The seller is to engross the lease and a counterpart of it and is to send the counterpart to the buyer at least five working days before completion date.
- 8.2.6 The buyer is to execute the counterpart and deliver it to the seller on completion.
- 8.3 Consent
- 8.3.1
- The following provisions apply if a consent to let, assign or sub-let is required to complete the contract
 - In this condition 'consent' means consent in the form which satisfies the requirement to obtain it.
- 8.3.2
- The seller is to apply for the consent at his expense, and to use all reasonable efforts to obtain it.
 - The buyer is to provide all information and references reasonably required.
- Unless he is in breach of his obligation under condition 8.3.2, either party may rescind the contract by notice to the other party if three working days before completion date (or before a later date on which the parties have agreed to complete the contract):
- the consent has not been given, or
 - the consent has been given subject to a condition to which a party reasonably objects. In that case, neither party is to be treated as in breach of contract and condition 7.1.2 applies.
9. CONTENTS
- 9.1 The following provisions apply to any contents which are included in the contract, whether or not a separate price is to be paid for them.
- 9.2 The contract takes effect as a contract for sale of goods.
- 9.3 The buyer takes the contents in the physical state they are in at the date of the contract.
- 9.4 Ownership of the contents passes to the buyer on actual completion.

SPECIAL CONDITIONS

- 1 (a) This contract incorporates the Standard Conditions of Sale (Fifth Edition - 2018 Revision).
(b) The terms used in this contract have the same meaning when used in the Conditions.
- 2 Subject to the terms of this contract and to the Standard Conditions of Sale, the seller is to transfer the property with either full title guarantee or limited title guarantee, as specified on the front page.
- 3 (a) The sale includes those contents which are indicated on the attached list as included in the sale and the buyer is to pay the contents price for them.
(b) The sale excludes those fixtures which are at the property and are indicated on the attached list as excluded from the sale
- 4 The property is sold with vacant possession.
(or)
~~XXXXXX The property is sold subject to the following leases or tenancies XXXXXX~~

5 Conditions 6.1.2 and 6.1.3 shall take effect as if the time specified in them were 1.00 p.m. rather than 2.00 p.m.

6 Representations

Neither party can rely on any representation made by the other, unless made in writing by the other or his conveyancer, but this does not exclude liability for fraud or recklessness.

7 Occupier's consent

Each occupier identified below agrees with the seller and the buyer, in consideration of their entering into this contract, that the occupier concurs in the sale of the property on the terms of this contract, undertakes to vacate the property on or before the completion date and releases the property and any included fixtures and contents from any right or interest that the occupier may have.

Note: this condition does not apply to occupiers under leases or tenancies subject to which the property is sold.

Name(s) and signature(s) of the occupier(s) (if any):

Name

Signature

Notices may be sent to:

Seller's conveyancer's name: Holmes & Hills LLP
96 North Street Sudbury Suffolk CO10 1RF

E-mail address:*

Buyer's conveyancer's name: Fellowes Solicitors LLP
Saxon House 182 Hoe Street Walthamstow E17 4QH

E-mail address:*

*Adding an e-mail address authorises service by e-mail see condition 1.3.3(b)



8. The Seller will Transfer the Property with the Title guarantee referred to on Page 1 but the Transfer is to contain a provision in the following terms modifying the covenants implied into it by statute:

"For the purpose of section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Buyer"

9. For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 any additional conditions or variation of the conditions contained in this Agreement which are agreed in correspondence between the parties (or their respective solicitors with their authority) where the correspondence makes express reference to this clause are deemed to be incorporated in this Agreement and it is hereby acknowledged that this Agreement (with the incorporation of any such additional condition or variation) constitutes the entire Contract between the parties

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.

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

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** 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) of the property: SK110332 SK1314
2	Property: 30 Edies Lane Leavenheath Colchester CO6 4PA
3	Date:
4	Transferor: Edna Mary Randall <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas entities</u> (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:

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.

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

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:

11 Additional provisions