



BAT MONITORING SCHEME

BROAD OAK FARM BARNs, ROSSETT

P/2018/0888 Condition 18

Sambrook Associates Ltd

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1 INTRODUCTION

1.1 Background Information

- 1.1.1 Sambrook Associates Ltd was instructed by COF Solutions to produce a Bat Monitoring Scheme document to facilitate the discharge of Condition 18 of the planning consent reference P/2018/0888, for the development at Broad Oak Farm Barns, Rossett. The farmstead comprises a range of barns that will be either demolished or converted in line with the approved plans.
- 1.1.2 The monitoring scheme is required to assess the success or otherwise of the mitigation, compensation and enhancement measures provided to address the identified impacts the scheme would otherwise have on bats and their habitats. Where monitoring programmes identify a failure in the success of the mitigation scheme, remedial actions can be taken.
- 1.1.3 The monitoring scheme has been designed by Rebecca Sambrook MCIEEM in consultation with Matthew Ellis (NRW) and following review of the Bat Mitigation Guidelines (2004), the Bat Conservation Trust's Bat Survey Guidelines (2016), other published research and professional experience and judgement. Rebecca adheres to CIEEM's Code of Professional Conduct. Rebecca has been designing and conducting surveys, assessing impacts and designing appropriate mitigation, compensation and enhancement for 22 years, involving hundreds of projects. Rebecca (NE Licence ref: 2022-10249-CL17-BAT), is an accredited agent on a number of Natural England and Natural Resources Wales derogation/mitigation licences.

1.2 Proposed Mitigation and Compensation

- 1.2.1 As part of a compensation strategy devised to offset impacts caused by the development, a new roost building is proposed. The new roost building (referred to as the 'bat barn') will compensate for the loss of the following roosts:
- Barn M (B2) – transient roost of soprano pipistrelle (peak count 2no.individuals);
 - Barn D (B9) – transient roost of common pipistrelle (peak count 1no. individual);
 - Barn A (B13) – summer roost of soprano pipistrelle (peak count 1no. individuals), summer roosts of common pipistrelles (peak count 1no. individuals), summer roost of brown long-eared (peak count 5no. individuals);
 - Barn B (B14) – summer roost of soprano pipistrelle (peak count 1no. individual), summer roost of common pipistrelle (peak count 4no. individuals) and maternity roost of brown long-eared (peak count c. 30 bats including young).



- 1.2.2 The bat barn is a dedicated building for the sole use of bats. The building must not be used or considered to be available for use by anybody for any means. The barn will be locked and only name will have a key to access it.
- 1.2.3 The bat barn will be formed from the modification of existing Barn D. This barn will be partly demolished but the southern-most end will be retained and modified to provide a dedicated structure that aims to provide suitable, long term, secure roosting opportunities for all of the roosts listed above which will be destroyed as part of the development. See Appendix B for bat barn design. The bat barn will comprise:
- 5m x 5m x 4.6m building which will be split over two floors creating a loft space with a minimum height of 2.2m floor to apex. A loft hatch will be constructed within the loft floor/ground floor ceiling. A locked door for restricted personnel to enter the building for monitoring/management.
 - The building will include:
 - a 400mmx200mm letter box style entrance at c. 4m height on the western gable end (baffled internally to reduce light/drafts);
 - 2no. Habibat access slates;
 - raised ridge tiles;
 - gaps at eaves to allow access into building;
 - integrated bat box (e.g. Ibstock C or similar) in the eastern gable end.

2 MONITORING AND MAINTENANCE SCHEME

2.1 Introduction

- 2.1.1 The scheme of monitoring and maintenance of the new barn mitigation barn has been devised in consultation with Matthew Ellis of Natural Resources Wales who has kindly advised on the requirements of NRW to satisfy a derogation licence.
- 2.1.2 A monitoring programme will be implemented for the first 10 years with an ongoing maintenance programme following completion of the development. This section confirms the commitment to maintenance and monitoring at this site; it is subject to approval by Natural Resources Wales upon review of the formal derogation licence application.
- 2.1.3 NRW has recommended that the management of the bat barn is secured in the long term by engaging a third sector body to purchase and then maintain and monitor the building. The conservation organisation that has been selected is Holding Habitats Community Interest Company (HHCIC) in Wrexham.
- 2.1.4 The site owner Funky Furniture Hire (Properties) Limited (FFHPL) has committed to sell the freehold bat mitigation barn to HHCIC. Please see Appendix A for the draft sale of contract and the TP1 form. The contracts will be signed upon granting of the NRW mitigation licence.

2.2 Maintenance

- 2.2.1 A maintenance schedule has been devised and will be undertaken by HHCIC as follows:
- undertake monthly inspections to check the integrity of the building and confirm no signs of defect or damage;
 - undertake annual repair and maintenance work to the Property (i.e. gutter cleaning, bat access point maintenance, vegetation management to ensure flight lines are maintained to/from the building and internal cleaning of the building including removal of large accumulations of bat droppings, feeding remains and other debris, where necessary. During the maintenance, numbers of bats, droppings etc will be noted and form part of the monitoring results.

2.3 Monitoring

- 2.3.1 Monitoring is to be undertaken by HHCIC in Years 1, 3, 5 and 10 to comprise:
- a dusk survey in June or July undertaken in accordance with best practice guidance relevant at the time of the survey (likely to be an updated version (4th edition) of the current Bat Conservation Trust Handbook Bat Surveys for Professional Ecologists: Good Practice Guidelines (Collins, 2016). Survey to include maximum of three surveyors (which will provide ample coverage of the building) using hand held (preferably full spectrum) detectors to record activity around the building, specifically focussed on any emergences or re-entries. Timing, species, number of individuals and behaviour to be recorded.

- a physical inspection of the building to search for signs of use including (but not limited to), staining, droppings, feeding remains, individuals. This can be undertaken on the same day as the dusk survey. A thermal data logger will also be checked.

2.3.2 Results are to be provided to Cofnod after each of the surveys via the 'Submit Records' option at <https://www.cofnod.org.uk/Recording>.

2.3.3 The table below shows the proposed schedule of works.

	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr10
Monitoring	✓		✓		✓					✓
Maintenance	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

2.4 Remedial Actions

2.4.1 Where monitoring results are unfavourable, a review of the bat barn provision and connectivity to the surrounding landscape will be undertaken. This may require remedial action to be undertaken such as provision of additional mitigation or compensation habitats, and/or additional habitat creation and enhancement measures.

3 REFERENCES

Collins, J (ed.). 2016. *Bat Surveys for Professional Ecologists: Good Practice Guidelines (3rd edn)*. The Bat Conservation Trust. London

Entwistle, A.C; Racey, P.A; Speakman, J.R. 1997. *Roost Selection by the brown long-eared bat Plecotus auritus*. Journal of Applied Ecology

Mitchell-Jones, A.J. 2004. *Bat Mitigation Guidelines*. English Nature, Peterborough

The Bat Conservation Trust, 2012. *Bats and Buildings – Bats and the Built Environment Series*. BCT, London

www.cofnod.org.uk

Appendix A

Draft Sale of Contract

TP1 Form

Dated

2023

FUNKY FURNITURE HIRE (PROPERTIES) LIMITED
and
HOLDING HABITATS COMMUNITY INTEREST COMPANY

Contract for the Transfer of Freehold Barn

At

Broad Oak Farm, Rossett, Wrexham



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THIS CONTRACT is dated

PARTIES

- (1) **FUNKY FURNITURE HIRE (PROPERTIES) LIMITED** (Company Number: 07896493) of 473 Warrington Road, Culcheth, Warrington, Cheshire, England, WA3 5QU (the **Seller**)
- (2) **HOLDING HABITATS COMMUNITY INTEREST COMPANY** (Company Number: 07905012) whose registered address is Unit J, Prospect Industrial Units, Rackery Lane, Llay, Wrexham LL12 0PB (the **Buyer**).

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Base Rate: the base rate from time to time of National Westminster Bank plc.

Buyer's Conveyancer: Allington Hughes Law of 2 Vicars Lane, Chester CH1 1QX (reference: 98/160353).

Base Annual Payment: £1,200.00 per annual and following the first review the Annual Payment payable immediately before a future review date.

Base RPI Month: [BASE MONTH AND YEAR FOR RPI CALCULATION] or, where there has been at least one review of the Annual Payment in accordance with this contract, the month that falls two months before the month in which the most recent prior review date fell.

Completion Date: the date which is 8 (eight) weeks following the completion of the sale of the final residential plot on the Estate PROVIDED ALWAYS if the said date does not fall on a working day then the Completion Date shall be the next working day after the said 8 (eight) week period.

Contract Rate: 4% per annum above the Base Rate.

Deposit: NIL.

Estate: the Seller's **residential** development site known as Broad Oak Farm, Rossett, Wrexham and being the property registered with HM Land Registry under title number CYM76123.

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

Part 2 Conditions: the conditions in Part 2 of the Standard Commercial Property Conditions (Second Edition) and **Condition** means any one of them.

Plan: the plan attached to the Transfer.

President: the president for the time being of the Royal Institution of Chartered Surveyors or a person acting on their behalf.

Property: the freehold land and property forming part of Broad Oak Farm, Rossett, Wrexham and primarily comprising a barn for the housing of Bats. The Property is shown edged red on the Plan and forms part of the property registered at HM Land Registry with absolute title under title number CYM76123.

Purchase Price: £1.00 (One Pound) (exclusive of VAT).

RPI: means the Retail Price Index (All Items) published by the Office for National Statistics from time to time or:

if the RPI ceases to be published then for the reference to the said index there shall be substituted reference to such reasonably equivalent alternative index as may be agreed between the parties or as may be fixed, failing such agreement, by an expert (in accordance with clause 23) and if the reference date used in the compilation of the RPI shall change the figures taken to be shown in the RPI shall be the figures which would have been shown in the RPI if the original reference date had been retained; or

if there is a material change in the basis of the RPI, such other index or method of adjusting the Annual Payment hereunder as may be agreed between the parties or as may be fixed, failing such agreement, by an expert (in accordance with clause 23).

Seller's Conveyancer: DTM Legal LLP of Archway House, Station Road, Chester CH1 3DR (Reference: PM/FUN3.5).

Transfer: the TP1 agreed between the parties prior to the date hereof, a copy of which is annexed to this agreement PROVIDED ALWAYS the Seller reserves the right to make such amendments or additions to the Transfer as it deems fit in the interests of good estate management (at all times acting reasonably).

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 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 or to any directive or legislative instrument of the European Union 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 them 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 Subject to clause 14.3, a reference to **writing** or **written** does not include fax or 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 for the Purchase Price on the terms of this contract.
- 2.2 For the avoidance of any doubt the Buyer may not assign, dispose of or transfer the benefit of this contract to a third party.
- 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; or
 - (b) transfer the Property in more than one parcel or by more than one transfer.

3. CONDITIONS

- 3.1 The Part 1 Conditions are incorporated in this contract so far as they:
- (a) apply to a sale by private treaty;
 - (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 Part 2 Conditions are not incorporated into this contract.
- 3.3 Condition 1.1.4(a) does not apply to this contract.
- 3.4 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.

4. RISK AND INSURANCE

- 4.1 With effect from the Completion Date the Property is at the Buyer's risk and the Seller is under no obligation to the Buyer to insure the Property.
- 4.2 Notwithstanding clause 4.1 as from the date the Buyer exercises the right of occupation provided for in this contract the Buyer shall be responsible for all of its plant, machinery and other personal contents at the Property and the Seller shall be under no obligation to insure, repair or replace the same.
- 4.3 Conditions 7.1.2, 7.1.3 and 7.1.4(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 a method that gives immediately available funds.
- 5.3 Conditions 2.2.1 and 2.2.2 do not apply to this contract.
- 5.4 The provisions of clause 5.5, clause 5.6, clause 5.7 and 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 a method that gives immediately available funds.
- 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 6.1, 6.2, 6.3.1 and 6.4.2 do not apply to this contract.

7. VACANT POSSESSION

- 7.1 The Property will be sold with vacant possession on completion SUBJECT ALWAYS to: (i) any right of occupation granted to the Buyer in accordance with clause 17 below; and (ii) the occupation of bats in accordance with this contract.

8. TITLE GUARANTEE

- 8.1 Subject to the other provisions of this clause, the Seller will transfer the Property with full title guarantee.
- 8.2 The implied covenants for title are modified so that:
- (a) the covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to costs arising from the Buyer's failure to:
 - (i) make proper searches; or

(ii) raise requisitions on title or on the results of the Buyer's searches before the date of this contract (or by completion in the case of searches referred to in clause 9.1).

(b) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 will extend only to charges or incumbrances created by the Seller.

8.3 Condition 6.6.2 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 under title number CYM76123;
- (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 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) the rights, reservations, covenants and other matters set out or referred to in the Transfer;
- (h) the rights, reservations, covenants and other matters set out or referred to in those transfer deeds of the neighbouring residential plots which either have been or are being developed on the Estate; and
- (i) the right of occupation provided for in clause 17 below.

9.2 Conditions 3.1.1, 3.1.2, 3.1.3 and 3.3 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 form of the Transfer.
- 10.2 The Buyer and the Seller will execute the transfer in duplicate.
- 10.3 The Buyer acknowledges that the Transfer contains a Land Registry Restriction and the Buyer shall, as part of its application to register the sale and purchase of the Property with HM Land Registry, apply to register the said Restriction as part of its AP1 application. All fees incurred as a result of the same shall be the responsibility of the Buyer and the Buyer shall deal promptly with any requisitions which may be raised by HM Land Registry until such time as the said Restriction has been registered in favour of the Seller.

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 1.4.1 and 1.4.2 do not apply to this contract.

12. COMPLETION AND POST COMPLETION PAYMENTS

- 12.1 Subject always to clause 22 the completion of the sale and purchase of the Property will take place on the Completion Date.
- 12.2 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."
- 12.3 Condition 8.4 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".
- 12.4 Condition 8.7 is amended to read: "The buyer is to pay the money due on completion by a method that gives immediately available funds and, if appropriate, by an unconditional release of a deposit held by a stakeholder".
- 12.5 The parties agree that upon the Completion Date the Seller shall pay to the Buyer a single payment of £10,000.00 (ten thousand pounds) as a contribution towards the Buyer's future costs and expenses arising in respect of the management of the Property for the housing of Bats as part of the Buyer's ecological land management services.

- 12.6 Subject always to clause 17.1 below the parties further agree that on each and every anniversary of the Completion Date the Seller shall pay to the Buyer a sum of £1,200.00 (one thousand two hundred pounds) (subject always to the indexation calculation referred to below in clause 23) as a further contribution towards the Buyer's future costs and expenses arising in respect of the management of the Property for the housing of Bats as part of the Buyer's ecological land management services ("the Annual Payment").
- 12.7 The Seller confirms that it shall, as part of the future management of the Estate following the completion of the development works under planning permission decision notices P/2018/0888 and P/2019/0763:
- (a) provide for the appointed management company to pay: (i) the Annual Payment; and (ii) the non-domestic rates referred to in clause 12.8 to the Buyer following receipt of the funds referred to in clause 12.7(b) below; and
 - (b) include appropriate provisions within each transfer deed for the respective residential plots, which provide for the respective home owners to contribute towards the continual payment of: (i) the Annual Payment; and (ii) the non-domestic rates referred to in clause 12.8 to the Buyer PROVIDED ALWAYS the form of such transfer deeds, the wording of the said transfer provisions and the percentage each home owner shall so contribute shall be exclusively determined by the Seller.
- 12.8 In addition to the above the Seller agrees that it will be responsible for paying any non-domestic rates which may arise as a result of the Buyer's use and occupation of the Property.
- 12.9 Upon the Seller's future sale or disposal of the Estate the Seller's obligations under clauses 12.6 and 12.8 above shall immediately cease and the Buyer will have no further claim(s) against the Seller for the Annual Payment nor reimbursement of the non-domestic rates.
- 12.10 Notwithstanding the completion of this contract, the obligations under clauses 12.6, 12.7 and 12.8 above shall not merge.
- 12.11 For the avoidance of any doubt the Buyer shall, in consideration of it receiving the Annual Payment, undertake the following (as and when necessary):
- (i) maintaining buildings insurance in relation to replacing the Property if it was struck by lightning (or another peril) or otherwise damaged or destroyed;
 - (ii) maintaining public liability insurance in respect of the Property;.

(iii) undertaking monthly inspections to check the integrity of the building and confirm no signs of defect or damage;

(iv) completing Bat surveys and monitoring visits;

(v) completing a written monitoring report at least once every 3 (three) years; and

(vi) undertaking annual repair and maintenance work to the Property (i.e. gutter cleaning, Bat access point maintenance, vegetation management to ensure flight lines are maintained to/from the building and internal cleaning of the building).

13. BUYER'S ACKNOWLEDGEMENT OF CONDITION

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 (including any proposed change of use or other development).

14. ENTIRE AGREEMENT

14.1 This contract constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

14.2 The Buyer acknowledges that in entering into this contract 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

(b) contained in any written replies that the Seller's Conveyancer has given to any written enquiries raised by the Buyer's Conveyancer before the date of this contract.

14.3 For the purposes of clause 14.2, **written enquiries** and **written replies** include any pre-contract enquiries and any replies given to pre-contract enquiries that are requested or given and shall include any such enquiries which are raised or responded to over e-mail.

14.4 Nothing in this clause shall limit or exclude any liability for fraud.

14.5 Condition 9.1.1 is varied to read, "If any plan or statement in the contract, or in written replies which the seller's conveyancer has given to any written enquiry raised by the buyer's conveyancer before the date of the contract, is or was misleading or inaccurate due to any error or omission, the remedies available are as follows."

- 14.6 This contract may be signed in any number of duplicate parts all of which taken together will on exchange constitute one contract.

15. JOINT AND SEVERAL LIABILITY

- 15.1 Where either party to this contract is more than one person, the other party may release or compromise the liability of any of those persons under this contract or grant time or other indulgence without affecting the liability of any other of them.
- 15.2 The parties to this contract agree and declare that the Buyers are acting in their capacity as Trustees of the Trust and not in their personal capacity. The parties further agree and declare that any claim(s) which may arise against the Byers under this contract shall be limited to the value of the assets of the Trust from time to time in their hands and the said individuals shall not be personally liable.

16. NOTICES

- 16.1 Any notice given under this contract must be in writing and signed by or on behalf of the party giving it.
- 16.2 Any notice or document to be given or delivered under this contract must be:
- (a) delivered by hand; or
 - (b) sent by pre-paid first class post or other next working day delivery service.
- 16.3 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's Conveyancer, quoting the reference PM/FUN3.5;
 - (b) to the Buyer's Conveyancer, quoting the reference 98/160353;
- or as otherwise specified by the relevant party by notice in writing to the other party.
- 16.4 Any change of the details in clause 16.3 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.
- 16.5 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.

16.6 Any notice or document given or delivered in accordance with clause 16.1, clause 16.2 and clause 16.3 will be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a working day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day; or

(b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting.

16.7 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; or

(b) the envelope containing the notice or document was properly addressed and posted by pre-paid first class post or other next working day delivery service.

16.8 A notice or document given or delivered under this contract shall not be validly given or delivered if sent by email without prior agreement of the parties.

16.9 Condition 1.3 does not apply to this contract.

16.10 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.

17. EARLY ACCESS

17.1 The parties agree that as from the date of this contract (or such other date to be determined by the Seller) the Buyer shall use, occupy and manage the Property for the purpose of housing Bats PROVIDED ALWAYS any such use and occupation shall only be exercised strictly subject to the following conditions and PROVIDED FURTHER the payment of the Annual Payment referred to in clause 12.6 above shall commence as from the date the Buyer takes occupation under this clause:

(i) The Buyer shall observe and perform any reasonable and proper regulations which the Seller may impose from time to time in the interests of good estate management and/or health and safety PROVIDED THAT these do not materially interfere with the Buyer's proposed use of the Property;

(ii) The right of occupation shall be on the basis of a licence only and no relationship of landlord and tenant shall arise;

(iii) The Seller may terminate this licence without notice in the event of a breach on the Buyer's part which is not remedied within 10 (ten) working days of a demand from the Seller;

(iv) The Buyer shall not assign nor transfer the benefit of this licence and the rights permitted shall only be exercised by the Buyer, its employees and properly authorised personnel;

(v) The Buyer shall maintain public liability insurance at all times for a sum not less than £5,000,000.00 (Five Million Pounds);

(vi) The Buyer may only use the Property as a barn for the management and housing of Bats as part of its ecological land management services;

(vii) The Buyer may only park vehicles upon the Estate in those space(s) designated from time to time by the Seller and such parking spaces may only be used in accordance with the terms of this clause 17;

(viii) The Buyer may not carry out any alterations to the Property (nor any part of the Estate) without the prior written consent and approval of the Seller;

(ix) The Buyer shall indemnify the Seller against all losses, claims, actions and proceedings arising from the Buyer's use and occupation of the Property;

(x) The Buyer shall, following a request from the Seller on the grounds of health and safety, temporarily stop the exercise of the rights granted by this clause 17 until such time as the Seller deems it safe for the said rights to once again be exercised by the Buyer;

(xi) The Buyer shall not interfere with, nor restrict, hinder or prevent the re-development of the remainder of the Estate and for the avoidance of any doubt the Seller may build upon and develop the remainder of the Estate as it thinks fit;

(xii) The Buyer shall allow the Seller to complete any necessary works to the Property which are required in accordance with planning permission decision notices: P/2018/0888 and P/2019/0763 or any other decision notice granted in respect of any part of the Estate (including the Property);

(xiii) Upon request the Buyer shall enter into any agreement or deed which the Seller deems necessary in order to facilitate the development of the Estate and for the avoidance of any doubt this shall include any or all of the following:

(a) a section 38 or section 278 Highways Act 1980 or section 111 Local Government Act 1972 or similar agreement for the construction maintenance and adoption of roads footpaths

and bridleways and the connection of the same to the public highway or any other works to the public highway; and/or

(b) a section 98 and/or section 102 and/or section 104 and/or section 116 and/or section 185 Water Industry Act or similar agreement relating to the provision maintenance and adoption of drainage systems; and/or

(c) any agreement with a regulatory body for the installation of services/utilities and for the provision and supply of services/utilities including any deeds of easement required by a regulatory body; and/or

(d) any other similar agreement with a regulatory body for the carrying out and/or diversion of works and the maintenance cleansing and adoption of the same; and/or

(e) any deeds of easements (or similar) required in connection with the provision of Services to the Property or the Estate or the installation of service media.

18. GOOD FAITH

The parties agree to act in good faith at all times in respect of all matters arising from this contract.

19. THIRD PARTY RIGHTS

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. 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.

21. 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).

22. LONG-STOP DATE and TERMINATION

22.1 The parties agree that this contract is subject to a long-stop date of 3 (three) years as from the date hereof ("the Long Stop Date").

22.2 If the completion of the sale and purchase of the Property has not taken place on or before the Long Stop Date then either party may serve a written notice on the other thereby terminating this contract.

22.3 Upon service of a notice under clause 22.2 above, this contract shall immediately end (subject always to any claim(s) either party may have against the other for antecedent breach.

22.4 For the purposes of this clause 22 an "Event of Default" is any of the following:

- (a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors;
- (b) the making of an administration order;
- (c) the appointment of an administrator;
- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income;
- (e) the commencement of a voluntary winding-up, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- (f) the making of a winding-up order;
- (g) the striking-off of from the Register of Companies; or
- (h) either party otherwise ceasing to exist.

22.5 If an Event of Default occurs the non-defaulting party may terminate this contract by giving written notice to the defaulting party.

22.6 If at any time there is any material, non-compliance with any obligations under this contract and such default is either:

- (a) not capable of being remedied; or
- (b) is capable of remedy but the defaulting party has not remedied the default within 20 (twenty) working days after service of a notice specifying the default;

the non-defaulting party may terminate this contract by serving a written notice upon the defaulting party.

23. INDEXATION CALCULATION FOR THE ANNUAL PAYMENT

23.1 The Annual Payment shall be reviewed every 5th (fifth) anniversary of the Completion Date in accordance with clause 23.2 below ("the Indexed Payment").

23.2 The Indexed Payment for a relevant review date shall be determined by multiplying the Base Annual Payment by the index value of the RPI for the month that falls two months before the month in which the relevant review date falls, then dividing the product by the index value of the RPI for the Base RPI Month.

23.3 The Seller shall calculate the Indexed Payment as soon as reasonably practicable and shall give the Buyer written notice of the revised Annual Payment as soon as it has been ascertained.

23.4 As soon as practicable after the revised Annual Payment has been determined pursuant to this clause 23, a memorandum recording the amount shall be signed by or on behalf of the Seller and the Buyer

23.5 If there is any change to the methods used to compile the RPI, including any change to the items from which the All Items index of the RPI is compiled, or if the reference base used to compile the RPI changes, the calculation of the Indexed Payment shall be made taking into account the effect of this change.

23.6 The Seller and the Buyer shall endeavour, within a reasonable time, to agree an alternative mechanism for setting the Indexed Payment if either:

- (a) the Seller or the Buyer reasonably believes that any change referred to above would fundamentally alter the calculation of the Indexed Payment in accordance with this clause 23 and has given notice to the other party of this belief; or
- (b) it becomes impossible or impracticable to calculate the Indexed Payment in accordance with this clause 23

and this alternative mechanism may (where reasonable) include, or consist of, substituting an alternative index for the RPI and in default of agreement between the Seller and the Buyer on an alternative mechanism for setting the Annual Payment, either party may at any time refer the issue for determination by the "Expert" in accordance with the provisions below and the Expert shall determine an alternative mechanism and this includes (but is not limited to) substituting an alternative index for the RPI.

23.7 Either party may at any time refer the revised Annual Payment for determination by the Expert in accordance with this clause 23 in the following circumstances:

- 23.7.1 where any question or dispute arises between the parties as to the amount of the Annual Payment payable or as to the interpretation, application or effect of any part of this clause; or

23.7.2 where the Seller and the Buyer fail to reach agreement under clause 23.6

the Expert can be appointed in accordance with the terms of this contract irrespective of whether the Seller and Buyer have tried to first reach an agreement on the revised Annual Payment.

23.8 The Seller and Buyer shall agree on the appointment of an Expert and shall agree with the Expert the terms of their appointment.

23.9 If the Seller and Buyer are unable to agree on an Expert or the terms of their appointment within 20 working days of either party serving details of a suggested expert on the other, either party shall then be entitled to request the President to appoint an Expert and agree with the Expert the terms of appointment.

23.10 The Expert shall be required to prepare a written decision including reasons and give notice (including a copy) of the decision to the parties within a maximum of 20 working days of the matter being referred to the Expert.

23.11 The parties are entitled to make submissions to the Expert including oral submissions and must 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.

23.12 For the avoidance of any doubt time is not of the essence for the purposes of this clause 23.

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

Signed by

.....

for and on behalf of the **SELLER**

Signed by

.....

for and on behalf of the **BUYER**

ANNEXURE

TRANSFER

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

Leave blank if not yet registered.

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

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

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

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

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

1	Title number(s) out of which the property is transferred: CYM76123
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: The Bat Barn, Broad Oak Farm, Rossett, Wrexham The property is identified ☒ on the attached plan and shown: Edged red on Plan 1 ☐ on the title plan(s) of the above titles and shown:
4	Date: [date]
5	Transferor: FUNKY FURNITURE HIRE (PROPERTIES) LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 07896493 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:
6	Transferee for entry in the register: HOLDING HABITATS COMMUNITY INTEREST COMPANY <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 07905012 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:

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

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

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

Complete as necessary.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

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

7		Transferee's intended address(es) for service for entry in the register: Unit J, Prospect Industrial Units, Rackery Lane, Llay, Wrexham LL12 0PB
8		The transferor transfers the property to the transferee
9		Consideration ☒ The transferor has received from the transferee for the property the following sum (in words and figures): £1.00 (One Pound) ☐ The transfer is not for money or anything that has a monetary value ☐ Insert other receipt as appropriate:
10		The transferor transfers with ☒ full title guarantee ☐ limited title guarantee
11		Declaration of trust. The transferee is more than one person and ☐ they are to hold the property on trust for themselves as joint tenants ☐ they are to hold the property on trust for themselves as tenants in common in equal shares ☐ they are to hold the property on trust:
12		Additional provisions Definitions In this Transfer the following terms have the meanings set against them:- Access Way Plan 1 Plan 2 Retained Land Service Media The access road shown coloured [COLOUR] on Plan 2 and being the private access which forms part of the Retained Land The plan attached to this Transfer and marked "Plan 1" The plan attached to this Transfer and marked "Plan 2" The land and property known as Broad Oak Farm, Rossett, Wrexham and being the land in the registered title referred to above (but excluding the Property) Pipes sewers drains ducts conduits gutters watercourses wires cables channels and any other conducting media (including any

	soakaway or other drainage facility) and all fittings and ancillary works
Services	Electricity telephone water soil and any other services
Statutory Undertaker	Any public or private company authority or undertaking which supplies or will supply Services to the Property or the Retained Land
Works Agreement	Means any agreement with supporting bonds (if required by a Statutory Undertaker) under: (a) section 38 or section 278 Highways Act 1980 or section 111 Local Government Act 1972 or similar agreement for the construction maintenance and adoption of roads footpaths and bridleways and the connection of the same to the public highway or any other works to the public highway; and/or (b) section 98 and/or section 102 and/or section 104 and/or section 116 and/or section 185 Water Industry Act or similar agreement relating to the provision maintenance and adoption of drainage systems; and/or (c) any agreement with a regulatory body for the installation of services/utilities and for the provision and supply of services/utilities including any deeds of easement required by a regulatory body; and/or (d) any other similar agreement with a regulatory body for the carrying out and/or diversion of works and the maintenance cleansing and adoption of the same; and/or (e) and any deeds of easements (or similar) required in connection with the provision of Services to the Property or the Retained Land or the installation of Service Media

12.2 INTERPRETATION

In this Transfer:-

12.2.1 The singular number shall include the plural and vice versa

12.2.2 Words importing one gender shall be construed as importing any other gender

12.2.3 Where a party comprises more than one person the obligations and liabilities on that party shall be the joint and several obligations and liabilities of those persons

12.3 TRANSFEROR AND TRANSFeree

Unless the context otherwise requires “the Transferor” and “the Transferee” shall include their successors in title the respective owners for the time being of the Retained Land and the Property and their tenants servants and licensees

12.4 PROPERTY AND RETAINED LAND

References to “the Property” and “the Retained Land” shall

each include reference to all or any part of them

12.5 EXERCISE OF RIGHTS

The exercise of all rights granted or reserved of entry to do works are subject to:-

12.5.1 Any necessary consent of a Statutory Undertaker being first had and obtained

12.5.2 The person exercising the rights **doing so at reasonable times**; having given reasonable prior notice (except in emergency) to the owner or occupier of the land affected; causing no unnecessary damage **or inconvenience**; and making good any damage caused without delay; **and**

12.5.3 The person exercising the rights being able to do so either with or without workmen, tools, apparatus and other equipment

12.6 INTERPRETATION OF COVENANTS

Any covenant not to do any act or thing shall include a covenant not to permit or suffer such act or thing being done by a third party and any covenant to do any act or thing shall include (without limitation) a covenant to use all reasonable endeavours to procure that such act or thing is done by any appropriate third party

12.7 HEADINGS

The headings to the clauses are for convenience only and shall not affect the construction of this Transfer

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

13 RIGHTS GRANTED

The Property is transferred with the following rights:-

13.1 SERVICES

Full right of passage and running of Services in and through all Service Media now laid in or under or over the Retained Land subject to the payment of a fair and proper proportion of the costs and expenses from time to time incurred (or to be incurred) in respect of inspecting, cleaning, repairing, maintaining, replacing and renewing the same PROVIDED ALWAYS this right may only be exercised by the Transferee for those uses and purposes which are expressly provided for in this Transfer and for no other use(s) whatsoever

13.2 ENTRY

A right of entry upon the Retained Land in order to inspect effect repairs to, maintain and replace the Property and the Service Media serving the same

13.3 SUPPORT AND PROTECTION

A right of support and protection for the Property

13.4 ACCESS

A right of way, with or without vehicles (as appropriate), over and along the Access Way in order to gain access to/from the

Property (but this right may only be exercised by the Transferee for those uses and purposes which are expressly provided for in this Transfer and for no other use(s) whatsoever) ~~PROVIDED ALWAYS the Transferee shall pay to the Transferor a fair and proper proportion of the costs and expenses from time to time incurred (or to be incurred) in respect of inspecting, cleaning, repairing, maintaining, replacing, renewing and resurfacing the same~~

13.5 PARKING

To the extent that the boundaries of the Property do not contain a sufficient space to park a ~~single~~ vehicle, a right to park in a space designated from time to time by the Transferor (and being a space which is located within the boundary of the Retained Land ~~as close to the Property as is reasonably possible~~) at any time and without any prior notice and for any purpose connected with the use of the Property in accordance with clause 17.5.1.2 below

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

14 RIGHTS RESERVED

There is reserved for the benefit of the Retained Land (as well as all relevant Statutory Undertakers) the following rights:-

14.1 SERVICES

14.1.1 Full right of passage and running of Services in and through all existing Service Media now laid in or under or over the Property

14.1.2 A right to lay and install new Service Media under or over or through the Property

14.1.3 Once laid in accordance with clause 14.1.2 the right of passage and running of Services in and through any new Service Media laid in or under or over the Property

14.1.4 A right to connect into and use any Service Media which may be laid or installed under or over or through the Property at a future date

14.2 ENTRY

14.2.1 A right of entry upon the Property in order to inspect, effect repairs to, maintain, ~~decorate~~, renew or replace the Retained Land

14.2.2 A right of entry upon the Property in order to connect into, inspect, lay, install, effect repairs to, maintain, renew, rebuild or replace any Service Media serving the Retained Land

14.2.3 A right of entry upon the Property in order to carry out those works referred to in clause 18.3 below

14.4 SUPPORT AND PROTECTION

A right of support and protection for the Retained Land

15 AGREEMENT AND DECLARATION

15.1 BOUNDARIES

All of the walls of the building at Property shall belong to and

form part of the Property

15.2 LIGHT AND AIR

The Transferee shall not be entitled to any right of light or air over or affecting the Retained Land and the Transferor shall be free to develop and build upon the Retained Land as it shall determine

15.3 NO IMPLIED EASEMENTS

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

15.4 DEVELOPMENT

The Transferor reserves the right to construct, build upon or otherwise develop the Retained Land as the Transferor shall determine and at its discretion

16 INDEMNITY COVENANT

The Transferee COVENANTS with the Transferor so as to give the Transferor a full and sufficient indemnify only that the Transferee will at all times from the date of this Transfer observe and perform the restrictive and positive covenants and conditions contained or referred to in the proprietorship and charges registers of the above mentioned title number so far as the same relate to the Property and are enforceable and will indemnify the Transferor and the Transferor's estate and effects against all claims and demands arising out of any future failure to do so

Include words of covenant.

17 RESTRICTIVE COVENANTS

The Transferee covenants with the Transferor to observe and perform the covenants set out in clause 17.5 with the intention that:-

- 17.1 the burden of these covenants shall run with and bind the whole and every part of the Property
- 17.2 the benefit of the covenants shall be annexed to and run with the whole and every part of the Retained Land as from time to time remains unsold by the Transferor or has from time to time been sold by the Transferor with the express benefit of this covenant
- 17.3 neither the Transferee nor his personal representatives shall be liable for any breach of the covenants committed on any part of the Property after he or they have parted with that part of the Property on which the breach is committed
- 17.4 the Transferor and his successors in title and the owner or owners for the time being of the Retained Land such part of the Retained Land which has the benefit of the

covenants shall have power from time to time to waive or vary or release any of the covenants by any deed or by writing

17.5.1 USER

17.5.1.1 That no act or thing shall be done on the Property which shall be a nuisance or annoyance to the owners or occupiers of the Retained Land **PROVIDED THAT the use of the Property as a Bat Barn (in accordance with clause 17.5.1.2 below) shall not be classed as a nuisance or an annoyance**

17.5.1.2 Not to use the Property for any use other than as a Barn for the management and housing of Bats in accordance with the Transferee's ecological land management services

17.5.1.3 Not to obstruct the Access Way and for the avoidance of any doubt this includes not parking on the Access Way

17.5.2 SUPPORT AND PROTECTION

Not to do anything on in or under the Property which may lessen the support or protection given to any other part of the Retained Land

17.5.3 ALTERATIONS

The Transferee shall not (without the prior written consent of the Transferor) make any alteration or addition affecting the elevation or external structure of any building located upon the Property and neither shall it erect or set up upon any part of the same any new building or structure **PROVIDED ALWAYS the Transferee may make any necessary non-structural alterations to the exterior of the Property (without the consent of the Landlord/Transferor) where any such alterations are in the interests of the management and housing of Bats, as well as (without limitation) the construction of boxes for the housing of Swifts and/or Hedgehogs PROVIDED FURTHER the Transferee must first apply for (and if implemented observe) any necessary planning permission and/or building regulation approval**

17.5.4 DRAINAGE

Not to discharge into the drainage system anything other than surface water and to keep and maintain any drainage installations located within the boundary of the Property in good and proper working order

18 POSITIVE AND OTHER COVENANTS

18.1 The Transferee shall within 20 Working Days of being requested to do so by the Transferor enter into such Works Agreements as may be required by the Transferor ~~(and at the cost of the Transferor)~~ in order to facilitate the development of the Property and/or the Retained Land **PROVIDED ALWAYS the Transferor shall be responsible for all of the Transferee's**

reasonable and proper costs relating to any such Works Agreements

18.2 The Transferee shall keep in good repair and condition: (i) the Property; and (ii) any Service Media which forms part of the Property and which serves both the Property and any other dwelling/building forming part of the Retained Land

18.3 In the event that the Transferee should fail to observe and perform the covenants set out in clauses 18.2 then the Transferor may enter upon the Property and carry out any necessary works so as to remedy any breach on the Transferee's part. In addition, the proper costs incurred by the Transferor in completing the said works shall be reimbursed by the Transferee upon demand **PROVIDED THAT the Transferor first agrees the timetable of such works in advance with the Transferee (each party at all times acting fairly, reasonably and without delay) and obtains any necessary licences and approvals to carry out such works PROVIDED FURTHER the Transferor may carry out any such works, without notice, in the event of an emergency situation**

19. RESTRICTION

19.1 The Transferee covenants with the Transferor not to make any disposal of the Property (within the meaning of section 205 of the Law of Property Act 1925 and section 27(2) of the Land Registration Act 2002) without first procuring that the person to whom the disposal is being made has executed a deed of covenant (meaning a deed which requires the transferee of such a disposal to observe and perform the positive covenants set out and referred to in this Transfer) in such form as the Transferor shall reasonably require.

19.2 It is further agreed and declared that the relevant transferee shall pay the fair and reasonable legal and surveyor's fees and disbursements incurred by the Transferor (including any irrecoverable VAT) on or before the completion of the relevant disposal

~~19.3 The Transferee shall pay to the Transferor, upon demand, a fair and reasonable sum in respect of the inspection, repair, maintenance, cleansing, renewal, replacement and (where relevant) the resurfacing of the Access Way, the Service Media, the landscaped areas and any other common parts forming part of the Retained Land and the parties agree that the Transferor may (acting reasonably) determine how such sums are to be split between the Transferee and the neighbouring property owners/occupiers~~
~~Not agreed~~

19.3 The Transferee shall apply for the entry of the following restriction against the Transferee's title to the Property at HM Land Registry simultaneously with the registration of this transfer and shall procure that the restriction has priority to any mortgage or charge entered into by the Transferee:

"No disposition (other than a Charge) of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge

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

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

registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 19 of a Transfer of Part dated [DATE] and made between FUNKY FURNITURE HIRE (PROPERTIES) LIMITED (1) and Holding Habitats Community Interest Company (2) have been complied with”

13 Execution

Signed as a deed by

Signatures

**HOLDING HABITATS
COMMUNITY INTEREST
COMPANY**

in the presence of:

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

Signed as a deed by

Signature

**FUNKY FURNITURE HIRE
(PROPERTIES) LIMITED**
acting by a director

in the presence of:

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

WARNING

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

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

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