

MR01

Particulars of a charge



Companies House

024282/23



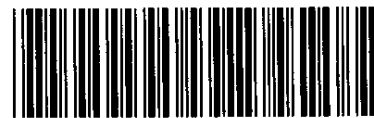
Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with this form
Please see 'How to pay' on t

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument. Use form MR08.

WEDNESDAY



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A11

08/07/2020

#161

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1

Company details

116 For official use

Company number 6 8 6 7 3 4

Company name in full Robert Hitchins Limited

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date d 0 d 2 m 0 m 7 y 2 y 0 y 2 y 0

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

✓ Name Gordon James Nicholls

✓ Name Audrey Patricia Williams

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01
Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Land adjacent to Oldends Farm, Stonehouse, Gloucestershire - for more details please refer to the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ **Yes**

☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ **Yes** Continue

☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☐ **Yes**

☒ **No**

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

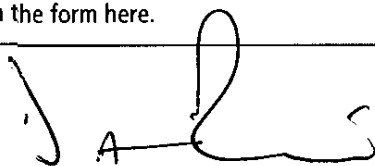
Signature

Please sign the form here.

Signature

Signature

X





X


This form must be signed by a person with an interest in the charge.

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Particulars of a charge


	Presenter information
You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.	
Contact name	David Rushton
Company name	Red Kite Law
Address	12 The Homend
Post town	Ledbury
County/Region	Herefordshire
Postcode	H R 8 1 A B
Country	
DX	
Telephone	01531 632226


	Certificate
We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.	


	Checklist
We may return forms completed incorrectly or with information missing.	

Please make sure you have remembered the following:	
<input type="checkbox"/>	The company name and number match the information held on the public Register.
<input type="checkbox"/>	You have included a certified copy of the instrument with this form.
<input type="checkbox"/>	You have entered the date on which the charge was created.
<input type="checkbox"/>	You have shown the names of persons entitled to the charge.
<input type="checkbox"/>	You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
<input type="checkbox"/>	You have given a description in Section 4, if appropriate.
<input type="checkbox"/>	You have signed the form.
<input type="checkbox"/>	You have enclosed the correct fee.
<input type="checkbox"/>	Please do not send the original instrument; it must be a certified copy.

	Important information
Please note that all information on this form will appear on the public record.	

	How to pay
A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.	
Make cheques or postal orders payable to 'Companies House.'	

	Where to send
You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:	
For companies registered in England and Wales: The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ. DX 33050 Cardiff.	
For companies registered in Scotland: The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF. DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post).	
For companies registered in Northern Ireland: The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG. DX 481 N.R. Belfast 1.	

	Further information
For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk	
This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse	



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 686734

Charge code: 0068 6734 0116

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd July 2020 and created by ROBERT HITCHINS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th July 2020.

P

Given at Companies House, Cardiff on 21st July 2020



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

HM LAND REGISTRY
LAND REGISTRATION ACT 2002

WE HEREBY CERTIFY THIS IS A
TRUE COPY OF THE ORIGINAL.
SIGNED BY DAVID RUSHTON FOR
& ON BEHALF OF REDKITE LAW LLP

DATE:

DA. Rushton
6/7/20

COUNTY: Gloucestershire

TITLE NOS: GR258861 (Part)

PROPERTY: Land forming part of Nupend Farm, Stonehouse, Stroud (Parcel
H14)

DATE:

2nd July

2020

Parties

(1) **ROBERT HITCHINS LIMITED** (company registration No: 686734) registered office The
Manor Boddington Cheltenham Gloucestershire GL51 0TJ (the "Chargor")

(2) **GORDON JAMES NICHOLLS** of Oldends Farm, Stonehouse Gloucestershire GL10 3RL and
AUDREY PATRICIA WILLIAMS of Upper Southmead Farm, Bisley Stroud Gloucestershire GL6
7BY (the "Chargee")

Recitals

- A. On 5 April 2018, the Chargor acquired land at Oldends Farm, Stonehouse, Stroud
(the "Acquired Land") from the Chargee on the terms of the Agreement.
- B. The Purchase Price (as defined in the Agreement) was payable in four equal
instalments, one of which was paid on the Completion Date (as defined in the
Agreement) and the other three instalments were secured by a legal charge on part
of the Acquired Land dated 5 April 2018 made between the same parties as this
Legal Charge (the "Original Legal Charge").

C. The first three instalments of the Purchase Price have been duly paid and the parties have agreed that upon the Chargor entering into this Legal Charge the Chargee will release the Chargor from all its liabilities under the Original Legal Charge.

Definitions

1. In this Legal Charge the following expressions shall have the following meanings:

"Agreement"		the agreement dated 5 April 2018 and made between the Chargee (1) and the Chargor (2)
"Charge"		the legal charge created by this Deed
"Deed of Easement"		a deed of easement substantially in the form annexed to this Deed at Appendix 2
"Deed of Release"		a form DS3 or DS1 (or any form amending or replacing the same) together with the release of any restriction imposed by or in respect of the Charge
"Exempted Disposition"	(i)	A disposition to a Relevant Authority pursuant to an obligation in any service or utility agreement and/or in connection with the provision of services including, without limitation, for an electricity substation, gas governor, sewage or water pumping station, drainage balancing device, telecoms mast or aerial, energy centres or other similar matters; or
	(ii)	The grant of any wayleave or easement or the like to a third party which is reasonably and properly required for the purposes of development or any part of it; or

- (iii) a disposition of land to a local planning authority or other Relevant Authority pursuant to a condition in the Planning Permission or any associated reserved matters approval; or
- (iv) A disposition pursuant to a Planning Agreement or Works Agreement; or
- (v) A disposition of general open space or a play area or infrastructure or landscaping or lighting, security gates and the like that are ancillary to the use or occupation of a dwelling to a Relevant Authority or a management company; or
- (vi) The grant of a wayleave or easement or the like which is granted pursuant to any of the disposals at paragraphs (i) to (v) (inclusive) of this definition

“Existing Planning Obligations”

has the meaning as defined in the Agreement

“Interest Rate”

4% per annum above the base lending rate from time to time of Lloyds Bank plc

“Land Registry Documents”

means all such forms (including Land Registry forms RX3 and RX4) and documents duly signed and completed as may be required to procure the removal of any restriction on the registers of title to the Property that has been entered pursuant to any provision of this Deed or to ensure that it is not registered against the title to any part of the Property that is either comprised in an Exempted

	Disposition or which is released pursuant to clause 6 of this Deed.
"Payment"	One Million Six Hundred and Twenty Five Thousand Pounds (£1,625,000.00) being the payment referred to in clause 10.1.4 of the Agreement.
"Payment Date"	5 April 2021
"Plan"	the plan annexed to this Deed at Appendix 1
"Planning Agreement"	an agreement (including without limitation a unilateral or other undertaking) and any variation of any of the Existing Planning Obligations pursuant to Section 106 or Section 106A of the Town and Country Planning Act 1990 (as amended) and/or the Local Government (Miscellaneous Provisions) Act 1982 Section 33 and/or the Local Government Act 1972 Section 111 and/or the Public Health Act 1936 Section 18
"Planning Permission"	planning permission reference S.14/0810/OUT dated 14 April 2016 granted by Stroud District Council pursuant to an outline application for mixed use development comprising up to 1,350 dwellings, a mixed use local centre, primary school, open space and landscaping, parking and supporting infrastructure and utilities and the creation of new vehicular accesses from Grove Lane, Oldends Lane and Brunel Way and any variation or substitution of the same.

“Property”

the land shown edged red on the Plan

“Relevant Authorities”

the local county highway and planning authorities
gas water electricity cable television and
telecommunications companies and any other
authority company utility body corporation or
organisation (including a management company set
up for the purpose) concerned with the grant of
planning permission the control of development the
adoption of roads and drainage systems and
maintenance of open space and ponds or the
provision of utility services (including telecoms
masts or aerials) and “Relevant Authority” means
any one of them as the context may admit

“Working Day”

any day other than Saturday, Sunday and any bank
or public holiday and excluding any day from and
including 24 – 31 December.

“Works Agreement”

any agreement that is made under one or more of
Sections 38 and/or 278 Highways Act 1980 and
Section 104 Water Industry Act 1991 or under the
Gas Act 1980 or the Water Act 1989 or any statutory
provision with a similar purpose; or any agreement
with a Relevant Authority about water supply to and
drainage of foul and surface water and effluent; or
any agreement (including grant of easements)
relating to the installation of service media and for
the provision and supply of utility services (including

telephone and cable television); or any agreement relating to access for such works

Payments

2. The Chargor covenants to pay the Payment to the Chargee on the Payment Date (or on such earlier date as the Chargor elects) and if the Payment is not paid in full on (or before) its due date for payment, to pay interest at the Interest Rate on the amount outstanding , such interest to be calculated from the date the Payment is due to the date that the Payment is actually paid.

Release and Charge

3. In consideration of the covenants on the part of the Chargor in this Legal Charge, the Chargee hereby releases the Chargor from all its liabilities under the Original Legal Charge and the Chargor with full title guarantee hereby charges the Property by way of legal mortgage with payment in accordance with the covenants herein contained of the Payment and other monies covenanted to be paid by the Chargor in this Deed
4. The charge created by clause 3 shall constitute a first fixed charge on the Property
5. The Chargor shall apply to the Land Registry to register this Deed against the registered title to the Property and seek entry in the proprietorship register of the registered title to the Property a restriction in the following form:

“No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the *date of this restriction*, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 2020 in favour of Gordon James Nicholls and Audrey Patricia Williams referred to in the Charges Register or their conveyancer”

Releases

6. Upon receipt of the Payment in cleared funds, the Chargee shall execute and deliver to the Chargor a completed Deed of Release together with any necessary Land Registry Documents in respect of the Property (including, for the avoidance of doubt, Land Registry form DS1)
7. The Chargee shall release the Charge in relation to the land comprised in an Exempted Disposition by signing and delivering to the Chargor a Land Registry form DS3 in relation to such land and shall provide a written undertaking on terms acceptable to the Chargor (acting reasonably) from the Chargee's Solicitors to provide the duly executed Land Registry form DS3 and any other Land Registry Documents promptly and in any event within ten (10) Working Days following a written request (accompanied by a certified copy of the document effecting the Exempted Disposition) from the Chargor so that the Chargor is holding the duly executed Land Registry form DS3 and any other Land Registry Documents prior to or on completion of the relevant Exempted Disposition
8. Without consideration or charge to the Chargor the Chargee covenants to consent to Chargor entering into any Exempted Disposition and/or any Planning Agreement and/or any Works Agreement
9. On request by the Chargor, (and at the Chargor's cost) the Chargee shall within 10 Working Days of receipt of documentation in a form which complies with this clause 9 in its capacity as Chargee only enter into any Works Agreement as may reasonably be required to ensure the construction maintenance and (where appropriate) adoption of roads, footpaths, sewers and the provision of utility services including without limitation water, gas, electric, telephone and fibre optic services in connection with development being undertaken pursuant to the Planning Permission subject to the Chargee being indemnified against all reasonable and

proper legal costs and expenses of the Chargee in completing any such Works Agreement and subject to the Chargor indemnifying the Chargee against all costs claims demands actions proceedings losses and expenses and liability arising from such agreement (other than costs claims demands actions proceedings losses and expenses and liability arising from the Chargee's breach or non-performance of its obligations in such agreement).

10. On request by the Chargor, (and at the Chargor's cost) the Chargee shall within 10 Working Days of receipt of documentation in a form which complies with this clause 10 in its capacity as chargee only enter into any Planning Agreement or any variation of any Planning Agreement including the Existing Planning Obligations (insofar as any such Planning Agreement relates to the Property, with or without other land) as may reasonably be required by the Chargor subject to the Chargee being indemnified against all reasonable and proper legal costs and expenses of the Chargee in completing any such Planning Agreement or variation and subject to the Chargee being indemnified against all actions costs demands actions proceedings losses expenses and liabilities arising from such Planning Agreement or variation (other than costs claims demands actions proceedings losses and expenses and liability arising from the Chargee's breach or non-performance of its obligations in such Planning Agreement or variation) .

Chargees Powers and Rights

11. Exercise of statutory powers:
 - 11.1 Section 103 of the Law of Property Act 1925 shall not apply to the Charge
 - 11.2 At any time after the Payment has become due and payable the Charge shall be immediately enforceable in respect of the Property and the power of sale as amended or varied by this Deed shall become exercisable five (5) Working

Days thereafter in respect of the Property without the restrictions contained in that Act as to the giving of notice or otherwise

12. Extension of statutory powers

12.1 The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Chargee may reasonably think fit

12.2 By way of extension of the powers contained in the Law of Property Act 1925 sections 99 and 100 the Chargee shall at any time or times hereafter (and whether or not it has entered into or is in possession of the Property) be entitled to grant or vary or reduce any sum payable under or accept surrenders of leases of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as he shall think fit. For the purposes of the exercise of these powers the provisions of the Law of Property Act 1925 section 99 and 100 shall be deemed to have been enacted with the omission of section 99(18) and 100(12)

12.3 At any time after the Charge has become enforceable the Chargee may at its absolute discretion exercise any power which a receiver appointed by it could exercise

Deed of Easement

11. In the event that the Charge becomes enforceable the Chargor shall as soon as practicable (and in any event within 10 Working Days of a written request by the Chargee) enter into a Deed of Easement in favour of the Property (or the relevant

part of it), subject to such reasonable amendments as may be agreed to be made to
it

IN WITNESS whereof the parties have executed this Deed

Executed as a Deed by

GORDON JAMES NICHOLLS *Gordon James Nicholls*

in the presence of:

Witness Signature: *A.W. Bingle*

Witness Name: *A.W. BINGLE*

Witness Address: *91 MIDLAND RD STONEHOUSE GLIO 2DN*

Witness Occupation: *Company director*

Executed as a Deed by

AUDREY PATRICIA WILLIAMS *A.P. Williams*

in the presence of:

Witness Signature: *TIM WATTS*

Witness Name: *DR TIM WATSON*

Witness Address: *FOLKHAM FARM, WATERCLAVE, OXFORD
GL6 7PH*

Witness Occupation: *VETERINARY SURGEON*

EXECUTED AS A DEED

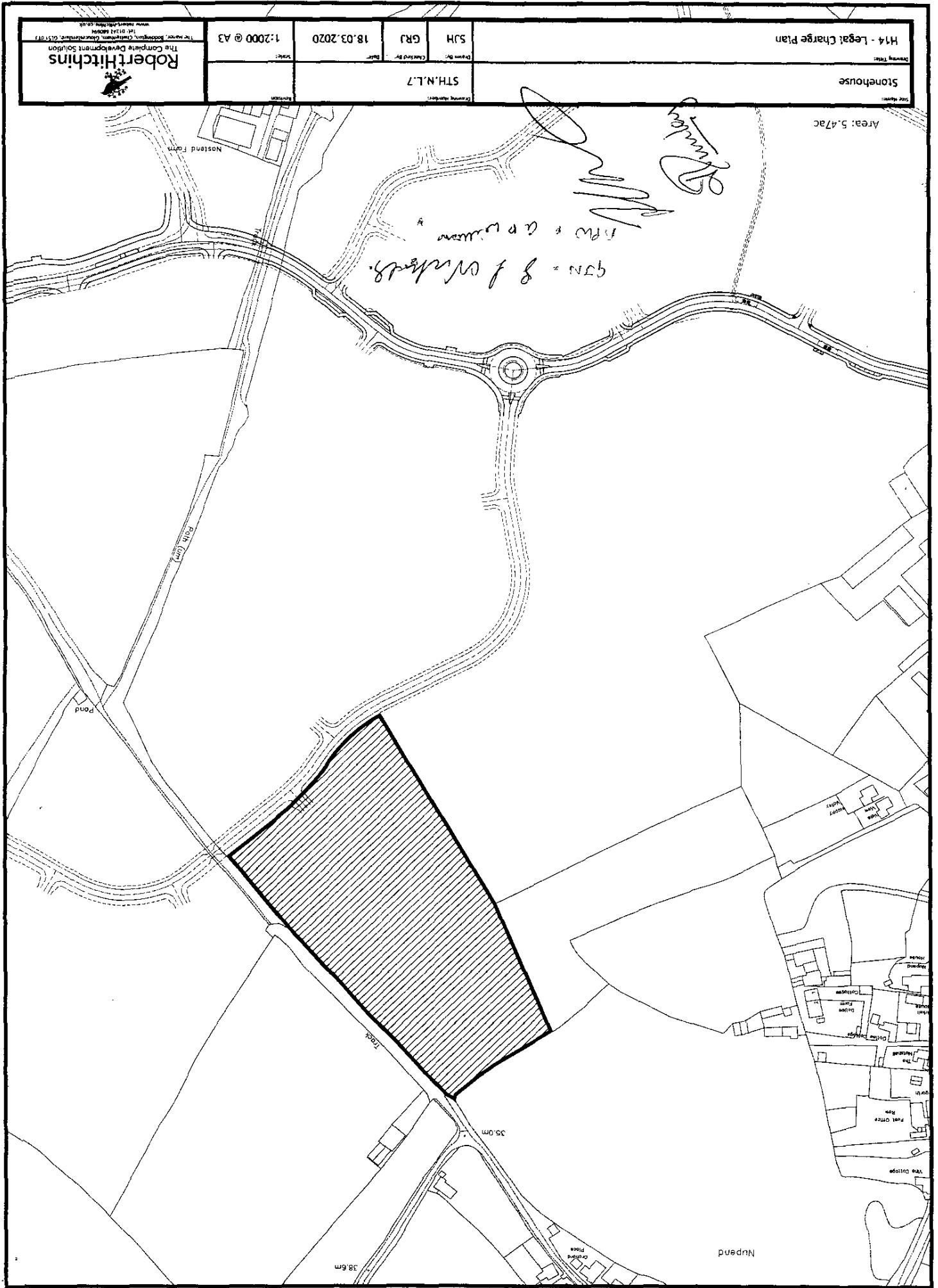
by affixing THE COMMON SEAL

of ROBERT HITCHINS LIMITED

in the presence of:

Director *[Signature]*

Director/Secretary *[Signature]*



H14 - Legal Charge Plan

Drawing Title: Stonehouse

Drawing Number: STH.N.L.7

Drawn By: SJH

Checked By: GRJ

Date: 18.03.2020

Scale: 1:2000 @ A3

Robert Hitchins
The Complete Development Solution



The Complete Development Solution
1st Floor, 101-103, 104-106, 107-110, 111-114, 115-118, 119-122, 123-126, 127-130, 131-134, 135-138, 139-142, 143-146, 147-150, 151-154, 155-158, 159-162, 163-166, 167-170, 171-174, 175-178, 179-182, 183-186, 187-190, 191-194, 195-198, 199-202, 203-206, 207-210, 211-214, 215-218, 219-222, 223-226, 227-230, 231-234, 235-238, 239-242, 243-246, 247-250, 251-254, 255-258, 259-262, 263-266, 267-270, 271-274, 275-278, 279-282, 283-286, 287-290, 291-294, 295-298, 299-302, 303-306, 307-310, 311-314, 315-318, 319-322, 323-326, 327-330, 331-334, 335-338, 339-342, 343-346, 347-350, 351-354, 355-358, 359-362, 363-366, 367-370, 371-374, 375-378, 379-382, 383-386, 387-390, 391-394, 395-398, 399-402, 403-406, 407-410, 411-414, 415-418, 419-422, 423-426, 427-430, 431-434, 435-438, 439-442, 443-446, 447-450, 451-454, 455-458, 459-462, 463-466, 467-470, 471-474, 475-478, 479-482, 483-486, 487-490, 491-494, 495-498, 499-502, 503-506, 507-510, 511-514, 515-518, 519-522, 523-526, 527-530, 531-534, 535-538, 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983-986, 987-990, 991-994, 995-998, 999-1002, 1003-1006, 1007-1010, 1011-1014, 1015-1018, 1019-1022, 1023-1026, 1027-1030, 1031-1034, 1035-1038, 1039-1042, 1043-1046, 1047-1050, 1051-1054, 1055-1058, 1059-1062, 1063-1066, 1067-1070, 1071-1074, 1075-1078, 1079-1082, 1083-1086, 1087-1090, 1091-1094, 1095-1098, 1099-1102, 1103-1106, 1107-1110, 1111-1114, 1115-1118, 1119-1122, 1123-1126, 1127-1130, 1131-1134, 1135-1138, 1139-1142, 1143-1146, 1147-1150, 1151-1154, 1155-1158, 1159-1162, 1163-1166, 1167-1170, 1171-1174, 1175-1178, 1179-1182, 1183-1186, 1187-1190, 1191-1194, 1195-1198, 1199-1202, 1203-1206, 1207-1210, 1211-1214, 1215-1218, 1219-1222, 1223-1226, 1227-1230, 1231-1234, 1235-1238, 1239-1242, 1243-1246, 1247-1250, 1251-1254, 1255-1258, 1259-1262, 1263-1266, 1267-1270, 1271-1274, 1275-1278, 1279-1282, 1283-1286, 1287-1290, 1291-1294, 1295-1298, 1299-1302, 1303-1306, 1307-1310, 1311-1314, 1315-1318, 1319-1322, 1323-1326, 1327-1330, 1331-1334, 1335-1338, 1339-1342, 1343-1346, 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APPENDIX 2

Deed of Easement

DATED

20[]

DEED OF EASEMENT

relating to

LAND FORMING PART OF NUPEND FARM, STONEHOUSE, STROUD

between

ROBERT HITCHINS LIMITED

and

[GRANTEE]

This deed is dated

HM LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 2002

Grantor's Title Number: GR258861 and GR416329

Grantee's Title Number: TBA

Administrative Area: Stroud Gloucestershire

PARTIES

- (1) Robert Hitchins Limited whose registered office is at The Manor Boddington Cheltenham Gloucestershire GL51 0TJ (**Grantor**).
- (2) [[INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS] **OR** [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]] (**Grantee**).

BACKGROUND

- (A) The Grantor owns the freehold interest in the Grantor's Property and the Grantee owns the freehold interest in the Grantee's Property.
- (B) The Grantor has agreed to grant the Rights to the Grantee for the benefit of the Grantee's Property on the terms contained in this deed.

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Conduits: means any pipes, wires, cables, sewers and drains and other conducting media for Services

Easement Conditions: the following:

- (i) all requisite consents from any relevant service authority or competent authority for connection or other works pursuant to the rights shall be obtained by the person exercising the rights before effecting the same
- (ii) any rights of entry on land shall be on reasonable prior notice and at reasonable times except in the case of an emergency
- (iii) the persons exercising the rights shall cause as little damage and disturbance as reasonably possible and shall make good all damage caused as soon as reasonably practicable to the Grantor's reasonable satisfaction

- (iv) the position and specification of connections to the Conduits and/or any other works to be carried out pursuant to the rights shall be subject to the Grantor's prior approval (such approval not to be unreasonably withheld or delayed)
- (v) the person exercising the rights shall contribute a fair and reasonable proportion according to user of the costs of inspecting cleansing repairing maintaining renewing or replacing such part of parts of the Grantor's Property and/or the Conduits over or through which the rights are exercised

Grantee's Covenants: the covenants set out in Schedule 2.

Grantee's Property: all that property forming part of Nupend Farm, Stonehouse, Stroud registered at HM Land Registry under title number [TBA] and shown edged blue on the Plan *[NB Edge blue on the Plan the extent of land that is still subject to the Charge at the time the Deed of Easement is entered into]*.

Grantor's Covenants: the covenants set out in Schedule 3.

Grantor's Property: all that property forming part of Nupend Farm, Stonehouse, Stroud registered at HM Land Registry under title numbers GR258861 and GR416329 and shown edged red on the Plan *[NB Edge red on the Plan such part of the land as belongs to RHL at the time the Deed of Easement is entered into showing the Roadways over which easements are required, excluding the land comprised within the 'Grantee's Property']*.

Plan: the plan annexed to this deed *[NB Plan to be coloured as set out above in the definitions of Grantee's Property and Grantor's Property]*.

Rights: the rights set out in Schedule 1.

Roadways: roads cycleways and/or footpaths including (without limitation) carriageways roundabouts junctions footways visibility splays verges landscaping and/or street furniture and/or any other ancillary and/or associated works (but excluding shared access areas which are not intended to be made available for public use).

Services: means water, electricity, gas, telephone, foul and surface water drainage

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

- 1.2 Any reference to the **Grantor** or **Grantee** shall include that party's personal representatives, successors in title or permitted assigns.
- 1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.4 Except where a contrary intention appears, references to clauses and Schedules are to the clauses and Schedules of this deed and reference to paragraphs are to paragraphs of the relevant Schedule.

- 1.5 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.6 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.10 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.11 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.
- 1.12 *A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.*

2. GRANT

- 2.1 In consideration of £1.00 (exclusive of VAT) (the receipt of which the Grantor acknowledges) and the covenant given by the Grantee in clause 4, the Grantor with full title guarantee grants to the Grantee the Rights in fee simple for the benefit of the Grantee's Property.
- 2.2 The Rights are not granted exclusively to the Grantee and are granted:
- (a) subject to any other rights of the Grantor in relation to the Grantor's Property or any adjoining or neighbouring land belonging to the Grantor, whether or not referred to in this deed; and
 - (b) in common with any other persons lawfully entitled to the Rights or to similar rights in relation to the Grantor's Property.

3. GRANTOR'S COVENANTS

The Grantor covenants with the Grantee so as to bind the Grantor's Property into whoever's hands it may come, for the benefit of the Grantee's Property, that the Grantor and its successors in title to the Grantor's Property shall at all times observe and perform the Grantor's Covenants (provided that the Grantor shall have no liability for any breach arising after it has parted with all interest in the Grantor's Property).

4. GRANTEE'S COVENANTS

The Grantee covenants with the Grantor for the benefit of the Grantor's Property, that the Grantee, its successors in title and anyone authorised by them to use the Rights shall at all times observe and perform the Grantee's Covenants (provided that the Grantee shall have no liability for any breach arising after it has parted with all interest in the Grantee's Property).

5. HM LAND REGISTRY

5.1 The Grantor consents to notice of the Rights being noted against the Grantor's registered title to the Grantor's Property.

5.2 On completion of this deed, the Grantee shall:

- (a) apply to HM Land Registry to note the Rights against the Grantor's registered title.
- (b) apply to HM Land Registry to enter a notice of any restrictive covenants made by the Grantee in this deed against the registered title to the Grantee's Property and to enter the Rights in the Property register of the Grantee's title as appurtenant rights.

5.3 As soon as possible after completion of this deed, the Grantee shall give to the Grantor official copies of the registered title to the Grantor's Property and the Grantee's Property, to show that the Rights have been properly and correctly entered against the respective titles.

6. INDEMNITY

The Grantee shall indemnify the Grantor and keep the Grantor indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by the Grantor arising out of or in connection with:

- (a) the exercise of the Rights;
- (b) any breach of any of the Grantee's Covenants;
- (c) any breach of the terms of this deed;

by the Grantee, or by any occupier of the Grantee's Property or by an employee or invitee of the Grantee, or by any other person who is allowed or permitted by the Grantee to exercise the Rights.

7. JOINT AND SEVERAL LIABILITY

- 7.1 Where the Grantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantor arising under this deed. The Grantee may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 7.2 Where the Grantee comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantee arising under this deed. The Grantor may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 7.3 The Grantor shall not be liable to the Grantee for any failure of the Grantor to comply with the Grantor's Covenant contained in Schedule 3 unless and until the Grantee has given the Grantor notice of the facts that give rise to the failure and the Grantor has not remedied the failure within a reasonable time.
- 7.4 The Grantor is not liable for the death of, or injury to the Grantee its employees, invitees or for damage to any property of theirs, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise of the Rights.

8. THIRD PARTY RIGHTS

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

9. GOVERNING LAW

This deed 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.

10. JURISDICTION

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

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 The Rights

The following rights are granted for the benefit of the Grantee's Property but subject always to the Easement Conditions:

- (a) The right to pass and repass at all times and for all purposes with or without vehicles (and in the case of footpaths, on foot only) to and from the Grantee's Property over and along the Roadways now serving or intended to serve the Grantee's Property, subject to the Grantee paying to the Grantor on demand a fair and reasonable proportion according to user of the costs of inspecting cleansing repairing maintaining renewing or replacing such part of parts of the Roadways over or through which the rights are exercised PROVIDED THAT the Grantor shall be entitled to relocate the Roadways (at its own cost) to a different position within the Grantor's Property and/or any adjoining land belonging to the Grantor where a suitable means of access to the Grantee's Property over the Grantor's Property is made available at all times during the period of any such relocation or substitution (and from the date of any such relocation the right of access and other rights granted in favour of the Grantee's Property over the Roadways shall apply mutatis mutandis to the Roadways as relocated)
- (b) The right to connect into and use for the free and uninterrupted passage of Services any Conduits now laid or at any time to be laid in under or along the Grantor's Property together with a right to inspect, replace, repair and maintain the same PROVIDED THAT the Grantor shall be entitled to relocate the Conduits and/or Services (at its own cost) to a different position within the Grantor's Property and/or any adjoining land belonging to the Grantor where no unnecessary interruption or diminution in the supply of Services through the Conduits to the Grantee's Property is thereby caused (and from the date of any such relocation the right of passage of Services and other rights granted in favour of the Grantee's Property over the Grantor's Property shall apply mutatis mutandis to the Conduits as relocated)
- (c) In the event that the Grantor has not constructed such of the Roadways as serve or are intended to serve the Grantee's Property prior to the date hereof, the right with or without contractors plant and machinery to enter on such parts of the Grantor's Property as are reasonably necessary for the purposes of, at the Grantee's cost, constructing, inspecting, repairing and/or maintaining such Roadways to adoptable standards

(d) In the event that the Grantor has not laid such of the Conduits as serve or are intended to serve the Grantee's Property prior to the date hereof, the right with or without contractors plant and machinery to enter on such parts of the Grantor's Property as are reasonably necessary for the purposes of, at the Grantee's cost, laying, connecting into, inspecting, repairing and/or maintaining and renewing any Conduits laid or to be laid under the Grantor's Property

Schedule 2 Grantee's covenants

The Grantee shall:

1. STATUTORY REQUIREMENTS

Comply with all laws governing the exercise of the Rights.

2. DAMAGE

Not (save as may be reasonably necessary for the purpose of exercising the rights granted in paragraph (c) and/or (d) of Schedule 1) cause any damage to the Grantor's Property, or to any property of the owners or occupiers of the Grantor's Property, and shall as soon as possible make good any damage caused to the Grantor's reasonable satisfaction and pay full compensation to the Grantor in respect of any damage caused that is not made good and any loss caused to the Grantor due to such damage.

3. NUISANCE

Not cause any nuisance, annoyance or disturbance to the Grantor or users or occupiers of the Grantor's Property, or of any neighbouring land, or to any other person entitled to exercise the Rights in common with the Grantee.

Schedule 3 Grantor's covenants

The Grantor shall not do anything or allow anything to be done on the Grantor's Property that interferes with, or obstructs the exercise of the Rights by the Grantee, (provided that any temporary interference or obstruction caused by the Grantor in undertaking development on the Grantor's Property and/or in laying Roadways and/or Conduits to serve the Grantor's Property and/or adjoining or neighbouring land shall not be a breach of this covenant).

Executed as a deed by ROBERT
HITCHINS LIMITED acting by two
directors or a director and its secretary

.....
Director

.....
Director **OR** Secretary

[ADD ATTESTATION FOR
GRANTEE]