



## THE CHARTERED INSTITUTE OF LEGAL EXECUTIVES

### UNIT 17 – CONVEYANCING\*

### CASE STUDY MATERIALS

#### Information for Candidates on Using the Case Study Materials

- This document contains the case study materials for your examination.
- In the examination, you will be presented with a set of questions which will relate to these case study materials. You will be required to answer **all** the questions on the examination paper.
- You should familiarise yourself with these case study materials prior to the examination, taking time to consider the themes raised in the materials.
- You should take the opportunity to discuss these materials with your tutor/s either face-to-face or electronically.
- It is recommended that you consider the way in which your knowledge and understanding relate to these case study materials.

#### Instructions to Candidates Before the Examination

- A clean/unannotated copy of the case study materials is attached to this examination.
- You are permitted to take your own clean/unannotated copy of the case study materials and a statute book, where permitted, into the examination. You are **NOT** permitted to take any other materials including notes or textbooks.
- In the examination, candidates must comply with the CILEX Examination Regulations – Online Examinations or with the CILEX Examination Regulations – Online Examinations with Remote Invigilation.

***Turn over***

\* This unit is a component of the following CILEx qualifications: **LEVEL 6 CERTIFICATE IN LAW, LEVEL 6 PROFESSIONAL HIGHER DIPLOMA IN LAW AND PRACTICE** and the **LEVEL 6 DIPLOMA IN LEGAL PRACTICE**

## **ADVANCE INSTRUCTIONS TO CANDIDATES**

You are working as a trainee lawyer in the Property Department at the firm of Kempstons, The Manor House, Bedford, MK42 7AB. Your supervisor is Abigail Armstrong.

Abigail acts for Mr and Mrs Hubner and she has asked you to take care of two conveyancing matters on their behalf. She has supplied you with the following documents:

- |                   |  |
|-------------------|--|
| <b>Document 1</b> | Attendance note dated 14 December 2020   |
| <b>Document 2</b> | Official Copy of the Register and Title Plan for 16 Sussex Street, Cambridge, CB6 8TZ                          |
| <b>Document 3</b> | Official Copy of the Register and Title Plan for Park View Mansions, Albermarle Road, Wisbech, PE13 9QH        |
| <b>Document 4</b> | Developer's Information Sheet relating to Flat 4, Park View Mansions, Albermarle Road, Wisbech, PE13 9QH       |
| <b>Document 5</b> | Extracts from the draft Agreement for Lease for Flat 4, Park View Mansions, Albermarle Road, Wisbech, PE13 9QH |
| <b>Document 6</b> | Extracts from the draft Lease for Flat 4, Park View Mansions, Albermarle Road, Wisbech, PE13 9QH               |
| <b>Document 7</b> | Standard Conditions of Sale (5 <sup>th</sup> edition – 2018 Revision)  |

## **DOCUMENT 1**

### **ATTENDANCE NOTE**

**Date:** 14 December 2020

**Time engaged:** 54 minutes

**Attending:** Abigail Armstrong

**Clients' full names:** (1) Stefan Hubner  
(2) Gillian Anne Hubner

**Address:** 16 Sussex Street, Cambridge, CB6 8TZ

**Contact details:** Hubners@yahoo.co.uk

### **DETAILS OF PURCHASE**

**Property:** Flat 4, Park View Mansions, Albermarle Road, Wisbech, PE13 9QH

**Developer/Seller:** Park View Mansions (2019) Limited

**Developer's/Seller's Lawyers:** Walcott Worrall & Co

**Purchase Price:** £325,000 (plus extras, see below)

**Contents:** All carpets, curtains and integral white goods are included in the Price

**Mortgage:** Pending application with Cambridge Building Society (CBS) for £195,000 - we are to be instructed on behalf of CBS

**Survey:** None: Property is a new-build

**Completion Date:** Anticipated end March / early April 2021

**Linked transaction:** Sale of 16 Sussex Street, Cambridge, CB6 8TZ

**Finance:** Clients to confirm

**Fee, etc:** Fixed quote - £900 plus VAT and disbursements. Client care and complaints procedure all dealt with, and engagement letter sent **[NOTE TO CANDIDATES: LETTER NOT SUPPLIED]**. Clients to submit proof of ID.

**Other information:** Property is on the third floor of a block of mansion flats currently under construction. Clients have been told that practical completion will likely be achieved by end of March 2021. Clients have paid a holding/good faith deposit of £1,500 and are paying £4,500 (in addition to the Purchase Price) for upgraded bathroom fittings and kitchen worktops.

## **DETAILS OF SALE**

**Property:** 16 Sussex Street, Cambridge, CB6 8TZ

**Sale Price:** £235,500

**Contents:** All carpets and curtains are included in the Sale Price

**Buyers:** Peter and Betsy Ross, both of 27 Evermore Road, Cambridge, CB3 9AT

**Buyers' Lawyers:** Touchstone Law LLP (Sara Khan dealing)

**Mortgage:** CBS (as above) – amount outstanding to be confirmed

**Deposit:** Our clients have agreed with the Buyers that only a 5% deposit need be paid on exchange. The clients are hoping to use the deposit on the sale as part of the deposit on their purchase and I explained whether that would be possible

**Fee, etc:** Fixed quote of £550 plus VAT and disbursements

**Buyers' Mortgage Lender:** Birmingham Midshires, Pendeford Business Park, Wolverhampton

**Estate agents:** Dunmores, 22 High Street, Trumpington

**Other information:** We have received an email from the Buyers' Lawyers confirming that they are instructed and will be following the Law Society Conveyancing Protocol

## DOCUMENT 2

Land Registry



Official copy  
of register of  
title

Title Number  
CA67342

Edition date 14.12.2011

- This official copy shows the entries subsisting on the register on 05 January 2021 at 15:38:24.
- This date must be quoted as the 'search from date' in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 05 January 2021 at 15:38:24.
- Under s.67 of the Land Registration Act 2002 this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by the Land Registry, Peterborough Office.

### A: Property Register

This register describes the land and estate comprised in the title.

CAMBRIDGESHIRE : CAMBRIDGE

- 1 (02.06.92) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being 16 Sussex Street, Cambridge, CB6 8TZ.
- 2 (02.06.92) The property is subject to the following reservation contained in a Conveyance of the land in this title dated 23 January 1903 referred to in the Charges Register:  
  
"There is excepted and reserved out of the Property hereby conveyed the right to all mines and minerals in at or under the Property together with the right to work get and carry away the same by underground operations only."
- 3 (02.06.92) The Conveyance dated 23 January 1903 referred to in the Charges Register contains a provision as to boundary structures.

Note: copy filed.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title Absolute

- 1 (11.11.2012) PROPRIETOR: STEFAN HUBNER and GILLIAN ANNE HUBNER both of 16 Sussex Street, Cambridge, CB6 8TZ.
- 2 (11.11.2012) The price stated to have been paid on 11 November 2012 was £187,500.
- 3 (11.11.2012) The transfer to the Proprietors contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 4 (11.11.2012) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by CAMBRIDGE BUILDING SOCIETY, PO Box 232, 51 Newmarket Road, Cambridge (CB5 8FF).
- 5 (11.11.2012) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

## C: Charges Register

This register contains any charges and any other matters that affect the land.

- 1 (02.06.1992) A conveyance of the land in this title dated 23 January 1903 and made between (1) Sidney Tyrrell and (2) Eric Gibson contains the following covenants:

"The Purchaser for himself and his successors in title with the object and intent of binding each and every part of the land hereby conveyed and benefitting each and every part of the neighbouring and adjoining land of the Vendor covenants with the Vendor and his successors in title to observe and perform the stipulations set out below:

1. Not to make any alteration to the external appearance of the building now erected on land hereby conveyed nor add to it or erect or build any new buildings on the same.
2. Not to hang any washing in or across the alleyway behind the Property."

- 2 (11.11.2012) REGISTERED CHARGE dated 11 November 2012.
- 3 (11.11.2012) Proprietor: CAMBRIDGE BUILDING SOCIETY, PO Box 232, 51 Newmarket Road, Cambridge (CB5 8FF).

**End of register**



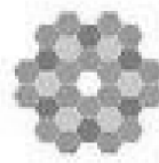
**Land Registry**  
Official Copy of  
Title plan

Title Number **CA67342**  
Ordnance Survey map reference **CA1962NW**  
Scale **1:1250**  
Administrative Area **Cambridgeshire :**  
**Cambridge**



## DOCUMENT 3

Land Registry



**Official copy  
of register of  
title**

Title Number  
CA1357911

Edition date 19.06.2017

- This official copy shows the entries subsisting on the register on 11 December 2020 at 11.06.46.
- This date must be quoted as the 'search from date' in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 11 December 2020 at 11.06.46.
- Under s.67 of the Land Registration Act 2002 this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by the Land Registry, Peterborough Office.

### A: Property Register

This register describes the land and estate comprised in the title.

CAMBRIDGESHIRE : WISBECH

- 1 (19.06.2017) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Park View, Albermarle Road, Wisbech (PE13 9QH) together with adjacent land, lying to the south of Albermarle Road, Wisbech and to the east of Hinchcliffe Road, Wisbech.

### B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

#### Title Absolute

- 1 (19.06.2017) PROPRIETOR : PARK VIEW MANSIONS (2019) LIMITED (Co. Regn. No. 24685705) of 12 Ivy Street, Wisbech (PE13 6QT).
- 2 (19.06.2017) The price stated to have been paid on 11 May 2017 was £1,135,000.

- 3 (19.06.2017) RESTRICTION : No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by CAPITAL FINANCE SOLUTIONS LIMITED (Co. Regn. No. 16400806)) of CFS House, Clive Street, Chatham, Kent (ME4 5TY).

## C: Charges Register

**This register contains any charges and any other matters that affect the land.**

- 1 (19.06.2017) The land, being part of the land comprised in an Indenture dated 15 May 1832 made between (1) Thomas Lionel Jeffries, Robert Holmes and James Martin and (2) Charles Bramhall, is subject to the easements, restrictive covenants and other stipulations referred to in that Indenture.

Note: Copy filed.

- 2 (19.06.2017) The land hatched pink on the title plan is subject to such liability (if any) as may affect it by reason of a restrictive covenant contained in a transfer dated 26 June 2014 made between (1) Burmah Fuels Limited (Transferor) and (2) Heathcote Developments Limited (Transferee):-

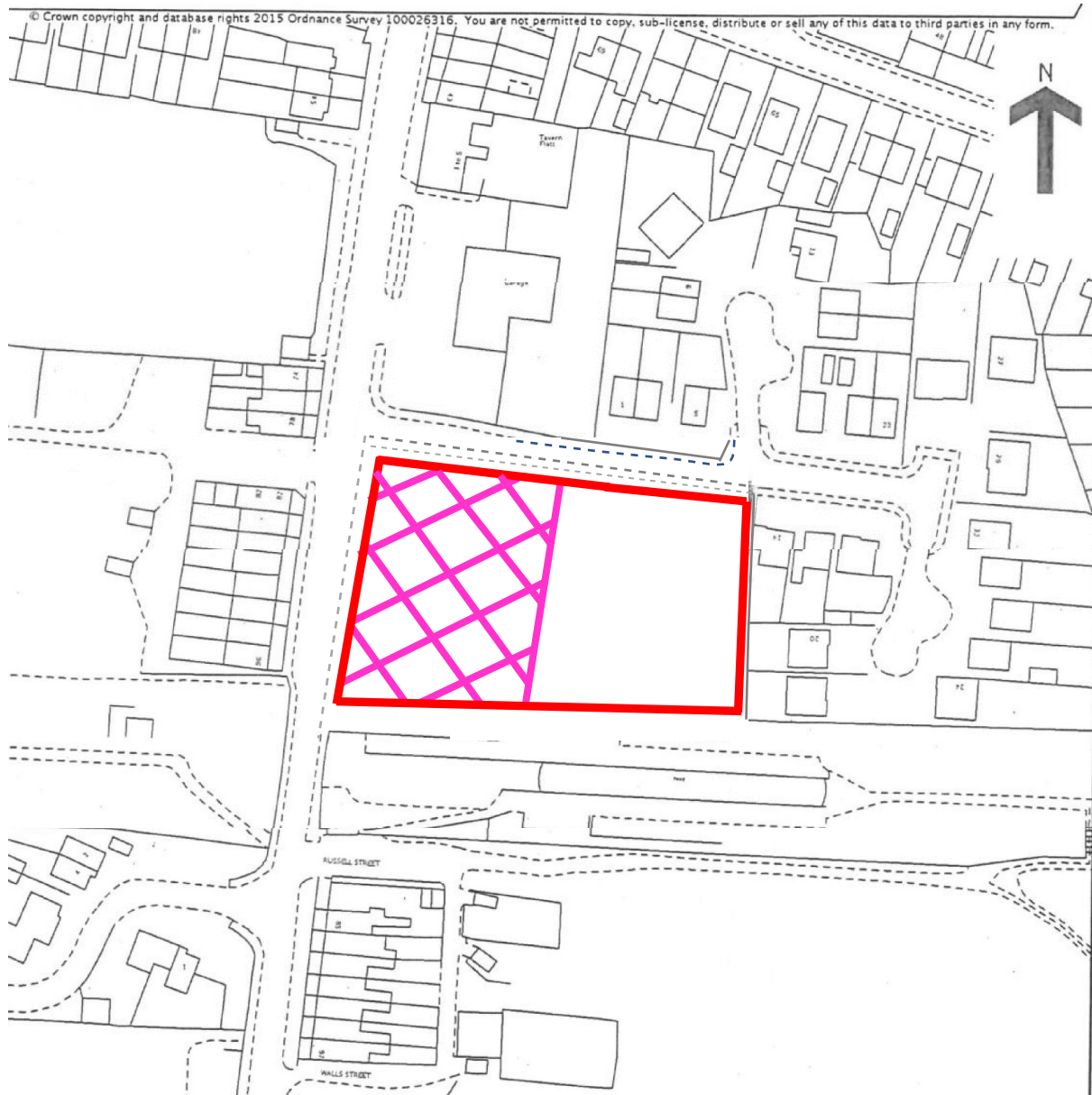
"For the benefit and protection of each of the Transferor's Retained Properties within a radius of 2 miles of the Property and any part of it the Transferee for itself and its successors in title and so as to bind the whole and each and every part of the Property covenants with the Transferor and its successors in title not at any time to use nor suffer or allow the Property to be used as a petrol filling station or for the sale of motor oils, lubricants, parts, spares or accessories of any description".

- 3 (19.06.2017) REGISTERED CHARGE dated 11 May 2017.
- 4 (19.06.2017) Proprietor: CAPITAL FINANCE SOLUTIONS LIMITED (Co. Regn. No. 16400806)) of CFS House, Clive Street, Chatham, Kent (ME4 5TY).

**End of register**

**Land Registry**  
**Official Copy of**  
**Title plan**

Title Number **CA1357911**  
Ordnance Survey map reference **CA2710SE**  
Scale **1:1250**  
Administrative Area **Cambridgeshire :**  
**Cambridge**



## **DOCUMENT 4**

### **INFORMATION SHEET**

**in relation to**

#### **FLAT 4, PARK VIEW MANSIONS ALBERMARLE ROAD, WISBECH, PE13 9QH**

<b>Development</b>	Park View Mansions, Wisbech.
<b>Developer</b>	Park View Mansions (2019) Limited.
<b>Management Company</b>	Park View Mansions (Management) Limited.
<b>Property</b>	Flat 4.
<b>Transaction</b>	Sale of the Property by the grant of the Lease in the form attached to the Agreement for Lease (both of which have been supplied to the Buyers' lawyers).
<b>Agreement for Lease and Lease</b>	Both documents are in standard form. No amendments will be permitted.
<b>Company Information</b>	Both Park View Mansions (2019) Limited and Park View Mansions (Management) Limited have full legal power to carry out their respective activities in relation to the Development and to enter into the Transaction.
<b>Site History</b>	The Development is partly on the site of a former petrol filling station, which ceased trading in 2016. The Developer subsequently acquired the site after obtaining planning permission for the construction of the Property. All pumps, storage tanks and associated equipment have been removed, in accordance with the conditions regarding the same contained in the planning permission for the Development. No further information will be supplied.
<b>Planning, etc</b>	<p>The Buyers' lawyers have been or will be supplied with the planning permission for the Development. All conditions have been or will be complied with by the Developer. No further information will be supplied.</p> <p>The Buyers' lawyers have been or will be supplied with the Building Regulations approval. All requirements for approval have been or will be complied with by the Developer. No further information will be supplied.</p>

<b>NHBC Buildmark</b>	The relevant NHBC documentation will be supplied to the Buyers' lawyers in accordance with clause 7 of the Agreement for Lease.
<b>Boundaries</b>	The Developer is not aware of any disputes. Boundary features erected by the Developer around the perimeter of the Development will belong to and be maintainable by the Management Company. No further information will be supplied.
<b>Disputes, Adverse Rights, etc</b>	The Developer is unaware of any, other than those disclosed in the title documents supplied to the Buyers' lawyers.
<b>Services, Access, etc</b>	<p>The main sewers on the Development will be adopted by the local water authority. The Roadway (as defined in the Lease) will be adopted by the local highways authority. Each will be built by the Developer at its own costs to adoptable standard.</p> <p>Until adoption, the Property will have the right to use the sewers on the Development and also the Roadway.</p>
<b>Completion</b>	<p>Keys to the Property can be collected from the Developer's Site Office before 5pm on the date of completion but only after notification has been received from the Developer's Lawyers that completion has occurred. The Developer will ensure that at least one of the lifts within the Building is operational on the date of completion.</p> <p>Before completion, but only after the Practical Completion Notice has been served, the Buyers may (by prior appointment) inspect the Property but only if accompanied by the Developer's representative.</p>

**DOCUMENT 5**  
**EXTRACTS FROM THE DRAFT AGREEMENT FOR LEASE**  
**in relation to**  
**FLAT 4, PARK VIEW MANSIONS,**  
**ALBERMARLE ROAD, WISBECH, PE13 9QH**

**[NOTE TO CANDIDATES: This document contains extracts from the draft Agreement for Lease. You should assume that any omitted clauses or attachments are actually included and are correct.]**

**THIS AGREEMENT** is made on 2021

**BETWEEN**

- (1) **PARK VIEW MANSIONS (2019) LIMITED** (company number 24685705) whose registered office is at 12 Ivy Street, Wisbech (PE13 6QT) (**Developer**)
- (2) **STEFAN HUBNER** and **GILLIAN ANNE HUBNER** both of 16 Sussex Street, Cambridge, CB6 8TZ (**Buyers**)

**AGREEMENT**

**1 Definitions**

In this Agreement the following definitions apply:

<b>Property</b>	the property described in the Lease
<b>Lease</b>	a lease substantially in the form of the draft attached to this Agreement
<b>Purchase Price</b>	£329,500 (including the Extras)
<b>Extras</b>	upgraded bathroom fittings and kitchen worktops (as agreed with the Buyers at a cost of £4,500)
<b>Deposit</b>	£32,500
<b>Holding Deposit</b>	£1,500
<b>Document Fee</b>	£350 plus VAT
<b>NHBC</b>	National House Building Council
<b>Developer's Lawyers</b>	Walcott Worrall & Co, The Pavilion, Broad Street, Wisbech
<b>Developer's Title</b>	registered title number CA1357911 (as at the date and time of the official copies previously supplied

	by the Developer's Lawyers to the Buyers' Lawyers)
<b>Developer's Works</b>	construction of the Property in accordance with clause 3 of this Agreement
<b>Practical Completion Notice</b>	written notice from the Developer that the Property is practically complete in the form of the draft notice attached to this Agreement
<b>Practical Completion Date</b>	the date of the Practical Completion Notice
<b>Completion Date</b>	10 working days after the later of: (a) the Practical Completion Date, or  (b) the date on which the Developer demonstrates compliance with clause 7(b) below
<b>Buyers' Lawyers</b>	Kempstons, The Manor House, Bedford, MK42 7AB
<b>Standard Conditions</b>	Standard Conditions of Sale (Fifth edition – 2018 revision), and references in this Agreement to 'the Developer' are to be read as references to 'the seller' in the Standard Conditions

...

## 5 **Grant of Lease**

The Developer agrees to grant and the Buyers agree to take the Lease for the Purchase Price subject to but with the benefit of the matters referred to in the property and charges registers of the Developer's Title and in the Lease.

## 6 **Deposit**

The Buyers must pay the Deposit to the Developer's Lawyers on the date of this Agreement (with the Developer giving credit for the amount of the Holding Deposit previously paid by the Buyers). The Developer's Lawyers will hold the Deposit as agent for the Developer.

## 7 **Warranty and insurance cover**

The Developer's Lawyers must provide the Buyers' Lawyers with sufficient evidence from the NHBC that:

- (a) from the date of this Agreement, the Deposit and
  - (b) from the Practical Completion Date, the Property
- are the subject of NHBC Buildmark cover.



## 8 **Completion**

The Buyers must complete the grant of the Lease on the Completion Date. On that date the Buyers must pay the balance of Purchase Price and any other sums due to the Developer (including the Document Fee).

## 9 **Snagging**

9.1 The Developer may issue the Practical Completion Notice notwithstanding that at the Practical Completion Date there are minor defects (**Snagging Items**) in the Developer's Works which do not prevent the Buyers from taking occupation of, and residing in, the Property.

9.2 The Developer must procure that any Snagging Items are:

- (a) identified in a schedule attached to the Practical Completion Notice;
- (b) made good as soon as reasonably practicable after the Practical Completion Date (and, where reasonably required, the Buyers must allow the Developer access to the Property after the Completion Date for that purpose).

9.3 The Buyers are not entitled to delay completion nor withhold payment of any sums due under this Agreement on account of the existence of any Snagging Items.

Signed .....

Signed.....

**For and on behalf of the Developer  
Buyers**

**For and on behalf of the**

**DOCUMENT 6**  
**EXTRACTS FROM THE DRAFT LEASE**  
**in relation to**  
**FLAT 4, PARK VIEW MANSIONS,**  
**ALBERMARLE ROAD, WISBECH, PE13 9QH**

**[NOTE TO CANDIDATES: This document contains extracts from the draft Lease. You should assume that any omitted clauses (including the Land Registry Prescribed Clauses), schedules or attachments are actually included and are correct. You should also assume that any plans referred to but not supplied are sufficient for registration purposes at HM Land Registry.]**

**THIS LEASE** is made on 2021

**BETWEEN**

- (1) **PARK VIEW MANSIONS (2019) LIMITED** (company number 24685705) whose registered office is at 12 Ivy Street, Wisbech (PE13 6QT) (**Landlord**)
- (2) **PARK VIEW MANSIONS (MANAGEMENT) LIMITED** (company number 33374521) whose registered office is at 12 Ivy Street, Wisbech (PE13 6QT) (**Management Company**)
- (3) **[name]** and **[name]** [both] of [address] (**Tenant**)

**1 Definitions**

In this Lease the following definitions apply:

<b>Plan</b>	any plan attached to this Lease
<b>Building</b>	Park View Mansions, Albermarle Road, Wisbech (as shown edged blue on Plan A)
<b>Property</b>	the part of the Building known as Flat [insert], Park View Mansions, Albermarle Road, Wisbech (as shown edged red on Plan B and more particularly described in Schedule 1, Part 1)
<b>Term</b>	a term of 125 years from 1 March 2021
<b>Price</b>	£ [insert]
<b>Rent</b>	£250 per year (subject to review in accordance with Schedule 2)

<b>Flats</b>	the parts of the Building (including the Property) designed for residential use and occupation
<b>Common Parts</b>	the parts of the Building designed or provided for use in common by the owners or occupiers of the Flats
<b>External Areas</b>	the Estate other than the Building comprising (without limitation) the Car Park, the Bin Store, the Roadway, the Conduits (other than those exclusively serving the Property) and any landscaped areas (including any equipment provided in connection with any of them)
<b>Estate</b>	the Landlord's development at Albermarle Road, Wisbech (as shown edged purple on Plan A)
<b>Car Park</b>	the area shown edged green on Plan A
<b>Flat [x] Parking Space</b>	the parking space within the Car Park shown shaded yellow on Plan A, or such other parking space as the Landlord or the Management Company (acting reasonably) may designate from time to time
<b>Visitor Parking Spaces</b>	the parking spaces within the Car Park shown shaded orange on Plan A, or such other parking spaces (being not less than four in number at any one time) as the Landlord or the Management Company (acting reasonably) may designate from time to time
<b>Roadway</b>	the estate road shown shaded brown on Plan A
<b>Bin Store</b>	the area shown shaded blue on Plan A
<b>Conduits</b>	any media for the storage, transmission or collection of substances or data
<b>Service Costs</b>	the aggregate of all the costs incurred by the Management Company in complying with its obligations under Schedule 4
<b>Service Charge</b>	8.33% of the Service Costs
<b>Covenantees</b>	the Landlord, the Management Company and the owners from time to time of the other Flats in the Building

**3 Demise**

In consideration of payment of the Premium by the Tenant to the Landlord (receipt of which is acknowledged), the Landlord with full title guarantee lets the Property to the Tenant for the Term together with the rights set out in Schedule 1, Part 2 but subject to the matters set out in Schedule 1, Part 3.

**4 Tenant's covenants with Landlord**

The Tenant covenants with the Landlord to pay the Rent (whether demanded or not) to the Landlord without deduction or set off by half yearly instalments in advance on the first day of April and October in each year (with a duly apportioned part being due from the date of this Lease until the next payment date and payable today).

**5 Tenant's covenants with Covenantees**

The Tenant covenants with the Covenantees:

- 5.1 to pay the Service Charge on demand;
- 5.2 to comply with the Regulations set out in Schedule 3;
- 5.3 to keep the Property in good and substantial repair and condition;
- 5.4 to use the Property as a dwelling in the occupation of a single household or family and for no other purpose;
- 5.5 within 20 working days of any assignment, underlease or charge of the Property to give notice of that dealing to the Management Company and to pay a reasonable administration fee of not less than £100 plus VAT.

**6 Management Company's covenants with Tenant and Landlord**

The Management Company covenants with the Tenant and the Landlord:

- 6.1 subject to the Tenant paying the Service Charge, to use reasonable endeavours to comply with its obligations under Schedule 4;
- 6.2 to keep the Building, the Common Parts and the External Areas in good and substantial repair and condition (including, where necessary, renewing or replacing any part of them), but only:
  - (a) after it has received notice of the relevant want of repair; and
  - (b) insofar as the want of repair does not fall to be dealt with by the Tenant under clause 5.3 of this Lease or by the tenant of any other Flat under the equivalent provision in the lease of that Flat.

## **7 Landlord's covenants with Management Company and Tenant**

The Landlord covenants with the Management Company and the Tenant that (for so long as the reversion to this Lease is vested in it but not further or otherwise):

- 7.1 it has granted or, as the case may be, will grant leases of the remaining Flats in the Building on substantially the same terms as are contained in this Lease;
- 7.2 if the Management Company does not comply with its obligations under Schedule 4, then after receiving notice of that fact from the Tenant the Landlord will perform any outstanding obligations but only if and to the extent that the Tenant has paid the Service Charge for the relevant year to the Landlord (regardless of whether payment has previously been made to the Management Company);
- 7.3 on any assignment of the reversion to this Lease, it will:
  - (a) procure that the assignee enters into a direct covenant with the Management Company and the Tenant to comply with the Landlord's covenants contained in this Lease; and
  - (b) provide them with a copy of the instrument effecting that assignment;
- 7.4 subject to the Tenant complying with the covenants on its part contained in this Lease, the Tenant may peaceably and quietly enjoy the Property during the Term without interruption by the Landlord or any person claiming through the Landlord unless that interruption is authorised by this Lease.

## **8 Landlord's right of re-entry**

- 8.1 If any part of the Rent (whether demanded or not) remains for 14 days after it falls due, or if the Tenant does not comply with any of its covenants or obligations in this Lease, the Landlord may enter the Property (or any part of it in the name of the whole) whereupon the Term shall immediately cease and determine (but without prejudice to any prior right of action or remedy which may have accrued to the Landlord).
- 8.2 The Landlord will not exercise the right of re-entry conferred by clause 8.1 unless it has previously given 10 working days' written notice of its intention to do so to any mortgagee or chargee of the Property or this Lease whose name and details have been supplied to it by the Tenant.

**EXECUTED** as a deed and delivered by the parties on

2021

## **SCHEDULE 1**

### **Part 1 – The Property**

Flat [x], Park View Mansions, Albermarle Road, Wisbech, PE13 9QH shown for identification purposes only edged red on Plan B which:

- 1 includes:
  - (a) all Conduits within and exclusively serving the Property;
  - (b) the floor and ceiling finishes (including any wooden boards and blocks, tiles, any floor coverings and screeds, and any plaster and plasterboard), but not any other part of the floor slabs and ceiling slabs that bound the Property;
  - (c) the balcony (if any) shown on the Plan;
  - (d) the inner half severed medially of the internal non-loadbearing walls which divide the Property from any other premises;
  - (e) the interior plaster and plasterboard and tiles, wallpaper and decorative finishes of all walls bounding the Property;
  - (f) the doors and windows and door and window frames at the Property;
  - (g) all additions and improvements to the Property; but
- 2 excludes the roof and the roof space, the foundations, and all external, structural or loadbearing walls, columns, beams, joists, floor slabs and supports of the Building.

### **Part 2 – Rights granted**

- 1 The following rights are granted to the Tenant:
  - (a) the right to use the Common Parts and the External Areas for the purposes for which they were designed or constructed;
  - (b) the right to use the Conduits serving the Property;
  - (c) a right of way at all times on foot and with vehicles along the Roadway;
  - (d) the right to enter adjoining parts of the Building or the Estate (as the case may be) to carry out any repairs to the Property, but only if those repairs cannot reasonably be carried out without such entry;
  - (e) the right of support and protection for the benefit of the Property as now enjoyed from other parts of the Building;
  - (f) the exclusive right to use the Flat [x] Parking Space for the parking of one private motor vehicle;
- 2 The rights granted by paragraph 1:
  - (a) are granted only to the extent that the Landlord has power to grant them;

- (b) unless otherwise specified, are to be used in common with the Landlord, any superior landlord and other persons authorised by them;
- (c) may be interrupted or varied for the purposes of any works of maintenance, repair, alteration or the replacement of any land, building, or Conduits in connection with which the rights are exercised.

**Part 3 – Exceptions and reservations  
[details not supplied]**

**SCHEDULE 2**

**Review of the Rent  
[details not supplied]**

**SCHEDULE 3**

**Regulations**

- 1 The Tenant must not:
  - (a) do anything on the Property which is illegal or immoral or which would cause a nuisance or inconvenience or any damage or disturbance to the Landlord or any of the other occupiers of the Building or any owner or occupier of any other property adjoining or near the Property;
  - (b) store dangerous or inflammable materials at the Property except articles for ordinary domestic use in appropriate quantities, allow rubbish to accumulate at the Property or allow any material which is deleterious, polluting or dangerous (to persons or property) to enter any Conduits or any adjoining property;
  - (c) obstruct or place any items for sale on the Common Parts or External Areas;
  - (d) overload the floors or structures of the Building or the Property;
  - (g) (so that the sound may be heard outside the Property) sing in the Property or play or use in the Property any musical instrument, audio or other equipment or apparatus;
  - (k) keep any animal, bird or reptile on the Property except birds in cages or fish in tanks or other small animals in cages or tanks;
  - (n) carry on any trade or business at or from the Property.
- 2 The Tenant must:
  - (a) cover the floors of the Property (except in the kitchen and the bathroom) with carpets or other appropriate floor coverings

throughout and with any necessary sound insulation as may be required to deaden sound in the Property;

- (b) recycle their waste in accordance with any policies from time to time adopted by the Landlord and/or the Management Company in relation to the Building (using any bins or receptacles provided for that purpose in the Bin Store)

#### **SCHEDULE 4**

##### **Provision of Services [details not supplied]**



# DOCUMENT 7

## STANDARD CONDITIONS OF SALE (FIFTH EDITION—2018 REVISION)

(NATIONAL CONDITIONS OF SALE 25TH EDITION, LAW SOCIETY'S CONDITIONS OF SALE 2011)

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### 1. GENERAL

#### 1.1 Definitions

##### 1.1.1 In these conditions:

- (a) 'accrued interest' means:
    - (i) if money has been placed on deposit or in a building society share account, the interest actually earned
    - (ii) otherwise, the interest which might reasonably have been earned by depositing the money at interest on seven days' notice of withdrawal with a clearing bank less, in either case, any proper charges for handling the money
  - (b) 'clearing bank' means a bank admitted by the Bank of England as a direct participant in its CHAPS system
  - (c) 'completion date' has the meaning given in condition 6.1.1
  - (d) 'contents price' means any separate amount payable for contents included in the contract
  - (e) 'contract rate' means the Law Society's interest rate from time to time in force
  - (f) 'conveyancer' means a solicitor, barrister, duly certified notary public, licensed conveyancer or recognised body under sections 9 or 23 of the Administration of Justice Act 1985
  - (g) 'lease' includes sub-lease, tenancy and agreement for a lease or sub-lease
  - (h) 'mortgage' means a mortgage or charge securing the repayment of money
  - (i) 'notice to complete' means a notice requiring completion of the contract in accordance with condition 6.8
  - (j) 'public requirement' means any notice, order or proposal given or made (whether before or after the date of the contract) by a body acting on statutory authority
  - (k) 'requisition' includes objection
  - (l) 'transfer' includes conveyance and assignment
  - (m) 'working day' means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday.
- 1.1.2 In these conditions the terms 'absolute title' and 'official copies' have the special meanings given to them by the Land Registration Act 2002.
- 1.1.3 A party is ready, able and willing to complete:
- (a) if he could be, but for the default of the other party, and
  - (b) in the case of the seller, even though the property remains subject to a mortgage, if the amount to be paid on completion enables the property to be transferred freed of all mortgages (except any to which the sale is expressly subject).
- 1.1.4 These conditions apply except as varied or excluded by the contract.

#### 1.2 Joint parties

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

#### 1.3 Notices and documents

- 1.3.1 A notice required or authorised by the contract must be in writing.
- 1.3.2 Giving a notice or delivering a document to a party's conveyancer has the same effect as giving or delivering it to that party.
- 1.3.3 Where delivery of the original document is not essential, a notice or document is validly given or sent if it is sent:
- (a) by fax, or
  - (b) by e-mail to an e-mail address for the intended recipient given in the contract.
- 1.3.4 Subject to conditions 1.3.5 to 1.3.7, a notice is given and a document is delivered when it is received.
- 1.3.5
- (a) A notice or document sent through a document exchange is received when it is available for collection.
  - (b) A notice or document which is received after 4.00 pm on a working day, or on a day which is not a working day, is to be treated as having been received on the next working day.
  - (c) An automated response to a notice or document sent by e-mail that the intended recipient is out of the office is to be treated as proof that the notice or document was not received.
- 1.3.6 Condition 1.3.7 applies unless there is proof:
- (a) that a notice or document has not been received, or
  - (b) of when it was received.
- 1.3.7 A notice or document sent by the following means is treated as having been received as follows:
- (a) by first-class post: before 4.00 pm on the second working day after posting
  - (b) by second-class post: before 4.00 pm on the third working day after posting
  - (c) through a document exchange: before 4.00 pm on the first working day after the day on which it would normally be available for collection by the addressee
  - (d) by fax: one hour after despatch
  - (e) by e-mail: before 4.00 pm on the first working day after despatch.

#### 1.4 VAT

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

#### 1.5 Assignment and sub-sales

- 1.5.1 The buyer is not entitled to transfer the benefit of the contract.
- 1.5.2 The seller cannot be required to transfer the property in parts or to any person other than the buyer.
- 1.6 Third party rights
- Unless otherwise expressly stated nothing in this contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the contract.

### 2. FORMATION

#### 2.1 Date

- 2.1.1 If the parties intend to make a contract by exchanging duplicate copies by post or through a document exchange, the contract is made when the last copy is posted or deposited at the document exchange.
- 2.1.2 If the parties' conveyancers agree to treat exchange as taking place before duplicate copies are actually exchanged, the contract is made as so agreed.

#### 2.2 Deposit

- 2.2.1 The buyer is to pay or send a deposit of 10 per cent of the purchase price no later than the date of the contract.
- 2.2.2 If a cheque tendered in payment of all or part of the deposit is dishonoured when first presented, the seller may, within seven working days of being notified that the cheque has been dishonoured, give notice to the buyer that the contract is discharged by the buyer's breach.
- 2.2.3 Conditions 2.2.4 to 2.2.6 do not apply on a sale by auction.
- 2.2.4 The deposit is to be paid:
- (a) by electronic means from an account held in the name of a conveyancer at a clearing bank to an account in the name of the seller's conveyancer or (in a case where condition 2.2.5 applies) a conveyancer nominated by him and maintained at a clearing bank, or
  - (b) to the seller's conveyancer or (in a case where condition 2.2.5 applies) a conveyancer nominated by him by cheque drawn on a solicitor's or licensed conveyancer's client account
- 2.2.5 If before completion date the seller agrees to buy another property in England and Wales for his residence, he may use all or any part of the deposit as a deposit in that transaction to be held on terms to the same effect as this condition and condition 2.2.6.
- 2.2.6 Any deposit or part of a deposit not being used in accordance with condition 2.2.5 is to be held by the seller's conveyancer as stakeholder on terms that on completion it is paid to the seller with accrued interest.

#### 2.3 Auctions

- 2.3.1 On a sale by auction the following conditions apply to the property and, if it is sold in lots, to each lot.
- 2.3.2 The sale is subject to a reserve price.
- 2.3.3 The seller, or a person on his behalf, may bid up to the reserve price.
- 2.3.4 The auctioneer may refuse any bid.

- 2.3.5 If there is a dispute about a bid, the auctioneer may resolve the dispute or restart the auction at the last undisputed bid.
- 2.3.6 The deposit is to be paid to the auctioneer as agent for the seller.

### 3. MATTERS AFFECTING THE PROPERTY

#### 3.1 Freedom from incumbrances

- 3.1.1 The seller is selling the property free from incumbrances, other than those mentioned in condition 3.1.2.
- 3.1.2 The incumbrances subject to which the property is sold are:
- (a) those specified in the contract
  - (b) those discoverable by inspection of the property before the date of the contract
  - (c) those the seller does not and could not reasonably know about
  - (d) those, other than mortgages, which the buyer knows about
  - (e) entries made before the date of the contract in any public register except those maintained by the Land Registry or its Land Charges Department or by Companies House
  - (f) public requirements.
- 3.1.3 After the contract is made, the seller is to give the buyer written details without delay of any new public requirement and of anything in writing which he learns about concerning a matter covered by condition 3.1.2.
- 3.1.4 The buyer is to bear the cost of complying with any outstanding public requirement and is to indemnify the seller against any liability resulting from a public requirement.

#### 3.2 Physical state

- 3.2.1 The buyer accepts the property in the physical state it is in at the date of the contract unless the seller is building or converting it.
- 3.2.2 A leasehold property is sold subject to any subsisting breach of a condition or tenant's obligation relating to the physical state of the property which renders the lease liable to forfeiture.
- 3.2.3 A sub-lease is granted subject to any subsisting breach of a condition or tenant's obligation relating to the physical state of the property which renders the seller's own lease liable to forfeiture.

#### 3.3 Leases affecting the property

- 3.3.1 The following provisions apply if any part of the property is sold subject to a lease.
- 3.3.2
- (a) The seller having provided the buyer with full details of each lease or copies of the documents embodying the lease terms, the buyer is treated as entering into the contract knowing and fully accepting those terms.
  - (b) The seller is to inform the buyer without delay if the lease ends or if the seller learns of any application by the tenant in connection with the lease; the seller is then to act as the buyer reasonably directs, and the buyer is to indemnify him against all consequent loss and expense.
  - (c) Except with the buyer's consent, the seller is not to agree to any proposal to change the lease terms nor to take any step to end the lease.
  - (d) The seller is to inform the buyer without delay of any change to the lease terms which may be proposed or agreed.
  - (e) The buyer is to indemnify the seller against all claims arising from the lease after actual completion; this includes claims which are unenforceable against a buyer for want of registration.
  - (f) The seller takes no responsibility for what rent is lawfully recoverable, nor for whether or how any legislation affects the lease.
  - (g) If the let land is not wholly within the property, the seller may apportion the rent.

### 4. TITLE AND TRANSFER

#### 4.1 Proof of title

- 4.1.1 Without cost to the buyer, the seller is to provide the buyer with proof of the title to the property and of his ability to transfer it, or to procure its transfer.
- 4.1.2 Where the property has a registered title the proof is to include official copies of the items referred to in rules 134(1)(a) and (b) and 135(1)(a) of the Land Registration Rules 2003, so far as they are not to be discharged or overridden at or before completion.
- 4.1.3 Where the property has an unregistered title, the proof is to include:
- (a) an abstract of title or an epitome of title with photocopies of the documents, and
  - (b) production of every document or an abstract, epitome or copy of it with an original marking by a conveyancer either against the original or an examined abstract or an examined copy.

#### 4.2 Requisitions

- 4.2.1 The buyer may not raise requisitions:
- (a) on any title shown by the seller before the contract was made
  - (b) in relation to the matters covered by condition 3.1.2.
- 4.2.2 Notwithstanding condition 4.2.1, the buyer may, within six working days of a matter coming to his attention after the contract was made, raise written requisitions on that matter. In that event, steps 3 and 4 in condition 4.3.1 apply.
- 4.2.3 On the expiry of the relevant time limit under condition 4.2.2 or condition 4.3.1, the buyer loses his right to raise requisitions or to make observations.

#### 4.3 Timetable

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

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

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

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

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

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

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

#### 4.4 Defining the property

- The seller need not:
- (a) prove the exact boundaries of the property
  - (b) prove who owns fences, ditches, hedges or walls
  - (c) separately identify parts of the property with different titles
- further than he may be able to do from information in his possession.

#### 4.5 Rents and rentcharges

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

#### 4.6 Transfer

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

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

4.6.3 The transfer is to have effect as if the disposition is expressly made subject to all matters covered by condition 3.1.2 and, if the property is leasehold, is to contain a statement that the covenants set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to any breach of the tenant's covenants in the lease relating to the physical state of the property.

4.6.4 If after completion the seller will remain bound by any obligation affecting the property which was disclosed to the buyer before the contract was made, but the law does not imply any covenant by the buyer to indemnify the seller against liability for future breaches of it:

- (a) the buyer is to covenant in the transfer to indemnify the seller against liability for any future breach of the obligation and to perform it from then on, and
- (b) if required by the seller, the buyer is to execute and deliver to the seller on completion a duplicate transfer prepared by the buyer.

4.6.5 The seller is to arrange at his expense that, in relation to every document of title which the buyer does not receive on completion, the buyer is to have the benefit of:

- (a) a written acknowledgement of his right to its production, and
- (b) a written undertaking for its safe custody (except while it is held by a mortgagee or by someone in a fiduciary capacity).

#### 4.7 Membership of company

Where the seller is, or is required to be, a member of a company that has an interest in the property or has management responsibilities for the property or the surrounding areas, the seller is, without cost to the buyer, to provide such documents on completion as will enable the buyer to become a member of that company.

#### 5. RISK, INSURANCE AND OCCUPATION PENDING COMPLETION

5.1.1 The property is at the risk of the buyer from the date of the contract.

5.1.2 The seller is under no obligation to the buyer to insure the property unless:

- (a) the contract provides that a policy effected by or for the seller and insuring the property or any part of it against liability for loss or damage is to continue in force, or
- (b) the property or any part of it is let on terms under which the seller (whether as landlord or as tenant) is obliged to insure against loss or damage.

5.1.3 If the seller is obliged to insure the property under condition 5.1.2, the seller is to:

- (a) do everything necessary to maintain the policy
- (b) permit the buyer to inspect the policy or evidence of its terms
- (c) if before completion the property suffers loss or damage:
  - (i) pay to the buyer on completion the amount of the policy monies which the seller has received, so far as not applied in repairing or reinstating the property, and
  - (ii) if no final payment has then been received, assign to the buyer, at the buyer's expense, all rights to claim under the policy in such form as the buyer reasonably requires and pending execution of the assignment hold any policy monies received in trust for the buyer
- (d) cancel the policy on completion.

5.1.4 Where the property is leasehold and the property, or any building containing it, is insured by a reversioner or other third party, the seller is to use reasonable efforts to ensure that the insurance is maintained until completion and if, before completion, the property or building suffers loss or damage the seller is to assign to the buyer on completion, at the buyer's expense, such rights as the seller may have in the policy monies, in such form as the buyer reasonably requires.

5.1.5 If payment under a policy effected by or for the buyer is reduced, because the property is covered against loss or damage by an insurance policy effected by or on behalf of the seller, then, unless the seller is obliged to insure the property under condition 5.1.2, the purchase price is to be abated by the amount of that reduction.

5.1.6 Section 47 of the Law of Property Act 1925 does not apply.

#### 5.2 Occupation by buyer

5.2.1 If the buyer is not already lawfully in the property, and the seller agrees to let him into occupation, the buyer occupies on the following terms.

5.2.2 The buyer is a licensee and not a tenant. The terms of the licence are that the buyer:

- (a) cannot transfer it
- (b) may permit members of his household to occupy the property
- (c) is to pay or indemnify the seller against all outgoing and other expenses in respect of the property
- (d) is to pay the seller a fee calculated at the contract rate on a sum equal to the purchase price (less any deposit paid) for the period of the licence
- (e) is entitled to any rents and profits from any part of the property which he does not occupy
- (f) is to keep the property in as good a state of repair as it was in when he went into occupation (except for fair wear and tear) and is not to alter it
- (g) if the property is leasehold, is not to do anything which puts the seller in breach of his obligations in the lease, and
- (h) is to quit the property when the licence ends.

5.2.3 The buyer is not in occupation for the purposes of this condition if he merely exercises rights of access given solely to do work agreed by the seller.

5.2.4 The buyer's licence ends on the earliest of: completion date, rescission of the contract or when five working days' notice given by one party to the other takes effect.

5.2.5 If the buyer is in occupation of the property after his licence has come to an end and the contract is subsequently completed he is to pay the seller compensation for his continued occupation calculated at the same rate as the fee mentioned in condition 5.2.2(d).

5.2.6 The buyer's right to raise requisitions is unaffected.

#### 6. COMPLETION

##### 6.1 Date

6.1.1 Completion date is twenty working days after the date of the contract but time is not of the essence of the contract unless a notice to complete has been served.

6.1.2 If the money due on completion is received after 2.00 pm, completion is to be treated, for the purposes only of conditions 6.3 and 7.2, as taking place on the next working day as a result of the buyer's default.

6.1.3 Condition 6.1.2 does not apply and the seller is treated as in default if:

- (a) the sale is with vacant possession of the property or any part of it, and
- (b) the buyer is ready, able and willing to complete but does not pay the money due on completion until after 2.00 pm because the seller has not vacated the property or that part by that time.

#### 6.2 Arrangements and place

6.2.1 The buyer's conveyancer and the seller's conveyancer are to co-operate in agreeing arrangements for completing the contract.

6.2.2 Completion is to take place in England and Wales, either at the seller's conveyancer's office or at some other place which the seller reasonably specifies.

#### 6.3 Apportionments

6.3.1 On evidence of proper payment being made, income and outgoing of the property are to be apportioned between the parties so far as the change of ownership on completion will affect entitlement to receive or liability to pay them.

6.3.2 If the whole property is sold with vacant possession or the seller exercises his option in condition 7.2.4, apportionment is to be made with effect from the date of actual completion; otherwise, it is to be made from completion date.

6.3.3 In apportioning any sum, it is to be assumed that the seller owns the property until the end of the day from which apportionment is made and that the sum accrues from day to day at the rate at which it is payable on that day.

6.3.4 For the purpose of apportioning income and outgoing, it is to be assumed that they accrue at an equal daily rate throughout the year.

6.3.5 When a sum to be apportioned is not known or easily ascertainable at completion, a provisional apportionment is to be made according to the best estimate available. As soon as the amount is known, a final apportionment is to be made and notified to the other party. Any resulting balance is to be paid no more than ten working days later, and if not then paid the balance is to bear interest at the contract rate from then until payment.

6.3.6 Compensation payable under condition 5.2.5 is not to be apportioned.

#### 6.4 Amount payable

The amount payable by the buyer on completion is the purchase price and the contents price (less any deposit already paid to the seller or his agent) adjusted to take account of:

- (a) apportionments made under condition 6.3
- (b) any compensation to be paid or allowed under condition 7.2

- (c) any sum payable under condition 5.1.3.

#### 6.5 Title deeds

6.5.1 As soon as the buyer has complied with all his obligations under this contract on completion the seller must hand over the documents of title.

6.5.2 Condition 6.5.1 does not apply to any documents of title relating to land being retained by the seller after completion.

#### 6.6 Rent receipts

The buyer is to assume that whoever gave any receipt for a payment of rent or service charge which the seller produces was the person or the agent of the person then entitled to that rent or service charge.

#### 6.7 Means of payment

The buyer is to pay the money due on completion by a direct transfer of cleared funds from an account held in the name of a conveyancer at a clearing bank and, if appropriate, an unconditional release of a deposit held by a stakeholder.

#### 6.8 Notice to complete

6.8.1 At any time after the time applicable under condition 6.1.2 on completion date, a party who is ready, able and willing to complete may give the other a notice to complete.

6.8.2 The parties are to complete the contract within ten working days of giving a notice to complete, excluding the day on which the notice is given. For this purpose, time is of the essence of the contract.

6.8.3 On receipt of a notice to complete:

- (a) if the buyer paid no deposit, he is forthwith to pay a deposit of 10 per cent
- (b) if the buyer paid a deposit of less than 10 per cent, he is forthwith to pay a further deposit equal to the balance of that 10 per cent.

#### 7. REMEDIES

##### 7.1 Errors and omissions

7.1.1 If any plan or statement in the contract, or in the negotiations leading to it, is or was misleading or inaccurate due to an error or omission by the seller, the remedies available to the buyer are as follows.

- (a) When there is a material difference between the description or value of the property, or of any of the contents included in the contract, as represented and as it is, the buyer is entitled to damages.

- (b) An error or omission only entitles the buyer to rescind the contract:

- (i) where it results from fraud or recklessness, or
- (ii) where he would be obliged, to his prejudice, to accept property differing substantially (in quantity, quality or tenure) from what the error or omission had led him to expect.

7.1.2 If either party rescinds the contract

- (a) unless the rescission is a result of the buyer's breach of contract the deposit is to be repaid to the buyer with accrued interest
- (b) the buyer is to return any documents he received from the seller and is to cancel any registration of the contract.

##### 7.2 Late completion

7.2.1 If there is default by either or both of the parties in performing their obligations under the contract and completion is delayed, the party whose total period of default is the greater is to pay compensation to the other party.

7.2.2 Compensation is calculated at the contract rate on an amount equal to the purchase price, less (where the buyer is the paying party) any deposit paid, for the period by which the paying party's default exceeds that of the receiving party, or, if shorter, the period between completion date and actual completion.

7.2.3 Any claim for loss resulting from delayed completion is to be reduced by any compensation paid under this contract.

7.2.4 Where the buyer holds the property as tenant of the seller and completion is delayed, the seller may give notice to the buyer, before the date of actual completion, that he intends to take the net income from the property until completion. If he does so, he cannot claim compensation under condition 7.2.1 as well.

##### 7.3 After completion

Completion does not cancel liability to perform any outstanding obligation under this contract.

##### 7.4 Buyer's failure to comply with notice to complete

7.4.1 If the buyer fails to complete in accordance with a notice to complete, the following terms apply.

7.4.2 The seller may rescind the contract, and if he does so:

- (a) he may:
  - (i) forfeit and keep any deposit and accrued interest
  - (ii) resell the property and any contents included in the contract
  - (iii) claim damages
- (b) the buyer is to return any documents he received from the seller and is to cancel any registration of the contract.

7.4.3 The seller retains his other rights and remedies.

##### 7.5 Seller's failure to comply with notice to complete

7.5.1 If the seller fails to complete in accordance with a notice to complete, the following terms apply.

7.5.2 The buyer may rescind the contract, and if he does so:

- (a) the deposit is to be repaid to the buyer with accrued interest
- (b) the buyer is to return any documents he received from the seller and is, at the seller's expense, to cancel any registration of the contract.

7.5.3 The buyer retains his other rights and remedies.

#### 8. LEASEHOLD PROPERTY

##### 8.1 Existing leases

8.1.1 The following provisions apply to a sale of leasehold land.

8.1.2 The seller having provided the buyer with copies of the documents embodying the lease terms, the buyer is treated as entering into the contract knowing and fully accepting those terms.

##### 8.2 New leases

8.2.1 The following provisions apply to a contract to grant a new lease.

8.2.2 The conditions apply so that:

'seller' means the proposed landlord

'buyer' means the proposed tenant

'purchase price' means the premium to be paid on the grant of a lease.

8.2.3 The lease is to be in the form of the draft attached to the contract.

8.2.4 If the term of the new lease will exceed seven years, the seller is to deduce a title which will enable the buyer to register the lease at the Land Registry with an absolute title.

8.2.5 The seller is to engross the lease and a counterpart of it and is to send the counterpart to the buyer at least five working days before completion date.

8.2.6 The buyer is to execute the counterpart and deliver it to the seller on completion.

##### 8.3 Consent

8.3.1

- (a) The following provisions apply if a consent to let, assign or sub-let is required to complete the contract.
- (b) In this condition 'consent' means consent in the form which satisfies the requirement to obtain it.

8.3.2

- (a) The seller is to apply for the consent at his expense, and to use all reasonable efforts to obtain it.
  - (b) The buyer is to provide all information and references reasonably required.
- 8.3.3 Unless he is in breach of his obligation under condition 8.3.2, either party may rescind the contract by notice to the other party if three working days before completion date (or before a later date on which the parties have agreed to complete the contract):
- (a) the consent has not been given, or
  - (b) the consent has been given subject to a condition to which a party reasonably objects. In that case, neither party is to be treated as in breach of contract and condition 7.1.2 applies.

#### 9. CONTENTS

9.1 The following provisions apply to any contents which are included in the contract, whether or not a separate price is to be paid for them.

9.2 The contract takes effect as a contract for sale of goods.

9.3 The buyer takes the contents in the physical state they are in at the date of the contract.

9.4 Ownership of the contents passes to the buyer on actual completion

**End of Case Study Materials**