



Freehold
English Land Agency Ltd

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The following terms and conditions apply to all land sold by FELA LTD and some points made eliminate the need of Contracts of Sale as certain points are covered herein.

It is firstly agreed by all parties that sign this document that where two or more persons constitute the buyer/s that all obligations herein on the part of the buyer, shall be joint and several obligations on the part of such persons.

ALSO that all references to the singular and to the masculine shall include the plural and the female.

Planning Permission

All land sold by FELA Ltd is simply sold as either being Agricultural or Forestry land or a mixture of both. Although you may apply for Planning Permission for a change of use, FELA LTD do not imply that permission for change of use will be granted for any land sold by us.

Freehold

All land sold is Freehold Land meaning that once you have bought it then it will belong to you and your heirs forever and FELA LTD or seller, have no future claim on the land whatsoever. All items upon and beneath the land bought by you becomes yours the moment that the plot has been paid for by CHAPS, AFTS, CASH, CARD or On-Line and upon cheque clearance if paid by CHEQUE or BANKERS DRAFT. Therefore you become responsible for what you do with the land and the items upon or beneath the land from the time the land becomes yours.

Borders

Traditionally, the buyer / buyers of land are expected to establish any borders that are not bordered at the time of purchase and within 28 days of purchase and maintain them in the future. FELA LTD or the seller will not uphold you to this but sometimes you will find that it is already a Covenant in the Deeds passed down from a previous owner. See Indemnity next.

Establishing a border can be done by a row of conifers or Cattle Wire fencing or Post and Rail fencing. SUBJECT to not having an "Article 4" on the land. Article 4, see below.

Indemnity

When the land becomes yours Freehold. The buyer / buyers hereby covenants (agrees as witnessed) with the seller /sellers by way of indemnity only that he /she / they will at all times duly perform and observe the covenants, conditions and agreements contained in the Charges Register, if any. And keep the seller / sellers and his estate and effects indemnified against all actions proceedings costs claims and demands whatsoever arising in respect of any future breach thereof.

This is a modern addition to transfers of land and what this basically means is that after you have bought the land you are responsible for covenants that are not upheld and FELA LTD are not responsible for your actions. In plainer English “indemnify” means that if after you have bought the land you do anything that is illegal and for some reason FELA LTD are taken to Court because of your actions then FELA LTD can seek compensation for their costs involved from you the buyer.

Article 4’s

These are issued sometimes by Councils on land and it means that in those places you require to have planning permission to 1. Put a caravan on the land 2. Erect a fence 3. Lay hardcore or alter an entrance.

Tree Preservation Orders

These are issued sometimes by councils on land and it means that in those places you require to have planning permission to fell trees unless they are a danger to the public. i.e.:- could fall on a highway or across a public footpath.

Solicitors

Solicitors are not required as Deeds or Land Registry Transfer Forms TP1 or TR1 are Instant upon payment. However, a buyer is welcome to use a solicitor, remembering that the seller does not do a Contract of Sale but goes straight to a Form TP1 or TR1. The vendor retains the right to sell the land to someone else if someone else pays quicker than a person who uses a solicitor.

Instant Deeds

Instant Deeds in the Form of H. M. Land Registry TP1 or TR1 complete with Form SDLT5 certificate (submission receipt) and form AP1 and ID1/ID2 forms to the land registry are supplied by us instantly to CHAPS, AFTS, CASH, CARD or On-Line buyers or we can send them to the land registry on your behalf. These forms are supplied ten days later to buyers who pay by CHEQUE or BANKERS DRAFT and subject to the speed the buyer completes and returns the first set of documents. Your only other cost is £40 per plot bought, which is payable to H. M. Land Registry.

ID1 / ID2 Forms (Identity Check)

These forms must be completed by the Vendor/s and the Purchaser/s at the point of sale or purchase to be certified by a Lawyer or a Notary Public. This is a new rule by the Land Registry “Public Guide 20 April 2008”.

Electronic transfers

In the unlikely event that a credit / debit card transaction is done by telephone to our office and virtually at the same moment someone does an on-line transaction via a website for the same piece of land then as receipts carry times on them the following rule has to be applied. The person who has the earlier time on a receipt will be deemed the buyer and the person with the later time on a receipt will have their money refunded. As our computers are normally functional 24 hours a day we would know within minutes if there has been such an occurrence.

Purchase by telephone

You can purchase land by telephone and the land will be held until the next morning post has arrived or a Monday morning if the land is ordered on a Saturday.

Cancellation Period

There is a cancellation period between the cheque being banked and bank clearance. There is no cancellation period for buyers who pay CASH, CARD, CHAPS, AFTS or On-Line because once the names go on the Transfer documents the transaction is final.

According to the Trading Standard Board contracts for land do not carry cancellation rights under the Distance Selling Regulations but for moral and ethical reasons FELA LTD will still maintain a cancellation period for payments made by cheque or draft.

Refunds

The person / persons signing this form thereby understand / s that refunds of cash or cleared cheques cannot be made for any reason including any Act of God such as flooding, storm, landslide etc. Likewise, the seller (FELA LTD) cannot reclaim the land for any reason once the Land Registry Forms have been given or sent to the buyer/s.

The reason for this clause is that once we transfer the land to you we have to pay the trader or seller.

Declaration

(this is signed by anyone wishing to buy land from FELA LTD)

Name/Address

Name:-

Address:-

Our Reference: Site, Plot No

I have read and understand the STANDARD TERMS and CONDITIONS above contained on the previous three pages.

Signed by the buyer:-

Signature:-.....

Date:-.....

Witnessed by:-

Signature

Name (in BLOCK CAPITALS)

Address: -

.....

Occupation:-.....

The witness is not allowed to be the spouse or partner of the buyer.