



Freehold

English Land Agency Ltd

FELA Ltd
47 London Road
Horsham
RH12 1AW

Tel: 01403 259351

Fax: 01403 217319

Email: richard@ela.uk.net

www.englishlandagency.co.uk

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 does 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.

Searches

Recent copies of Land Registry Title of Ownership and Charges Register / Covenants are available upon request. Note that FELA LTD only searches the Land Registry (to establish ownership and to do a legal conveyance) and do not do local Council searches. Note, that in the exceedingly rare cases that a local council is owed money by an owner of land this would normally appear as a charge on the above mentioned Land Registry search.

Borders

Traditionally, the buyer / buyers of land are expected to establish any borders that are not bordered at the time of purchase and maintain them in the future. FELA LTD or the seller will not uphold you to this.

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.

Risks

The nature of land and woods all potential buyers that actually go on the land for sale must take particular care. Amongst common dangers of the countryside are rabbit / badger holes where people could twist an ankle; barb wire on fencing can cause cuts to body and clothing; Ponds could be deeper than you expect and trees unsafe to climb; some fertilisers or pollen can give you skin rashes or hay fever etc.

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 FELA Ltd do not do a Contract of Sale but go straight to a Form TP1 or TR1. Therefore, FELA Ltd does not do correspondence and thereby saves costs and 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 SDLT (and LR53 where applicable) and a Form API (representing a letter from you to the registry) and an addressed envelope to the Land Registry are supplied by us instantly to CHAPS, AFTS, CASH, CARD or On-Line buyers. 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.

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 for a period of 3 days whilst you put a 10% deposit together. When the deposit is paid you will then be sent a "Purchase Agreement" giving you a calendar month for you to pay the balance. We are not permitted to take instalments.

Cancellation Period

There is a cancellation period of seven days between the cheque being banked and bank clearance. There is also a seven days cancellation period for buyers who pay CASH, CARD, CHAPS, or On-Line for seven days. After this and once the names go on the Transfer documents, the transaction is final.

** 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 any payments made within seven days.*

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 after seven days. Likewise, the seller cannot reclaim the land for any reason once the deposit and cooling off period has past and or 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.*

Identity Check ID1/ID2

During the transfer process, the Land Registry reserves the right to require evidence of identity in form ID1 or ID2. If this is the case, we will inform and send you the necessary ID forms to complete.

Declaration

H. M. REVENUE CUSTOMS AND LAND REGISTRY

I authorise Gladwish Land Sales Limited, Conveyancing Department for the following:

1. *Inland Revenue - To submit the SDLT1 Form (Stamp Tax) electronically with all the relevant information required to complete the Land Transaction Return Form including the effective date of transaction.*
2. *Land Registry – I/we give my/our consent for the application to be lodged by Gladwish Land Sales Limited.*
 - *Please check the details of you name and address is correct for registration entry to the Land Registry.*
 - *This is signed by anyone who buys and sells land from FELA LTD.*

«First_Name» «Surname»
 «Add1»
 «Add2»
 «Add3» «Add4»
 «County»
 «Post_Code»

Our reference: Plot «PlotNo», «Land Desc»

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

Signed by: -«First_Name» «Surname»

Signature:-..... Date:-.....

Witnessed by:-

Signature..... Date:-.....

Name (in BLOCK CAPITALS)

Address:-

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

