

Agreement for Sale with Seller's Works

Relating to land at Unit C2 and Unit C5, Mercury Business Park, Hele Cross, Bradninch, Devon

Dated 2024

(1) GPG Projects Ltd

(2) Edwards SASS

This Agreement is made on

2024

Between:

- (1) **GPG PROJECTS LTD** incorporated and registered in England and Wales with company number 10888223 whose registered office is at Woodhayne Farm, Combe Raleigh, Honiton, England, EX14 4TG (the "**Seller**"); and
- (2) Richard Kenneth Edwards & Mandy Edwards both of Four Oaks Miry Lane Kentisbeare Devon EX15 2HA as trustees of the **EDWARDS SASS** (the "**Buyer**").

Background:

- (A) The Seller owns the freehold of land at Mercury Business Park, Hele Cross, Bradninch, Devon upon which it intends to construct a new building which shall include Unit C2 and Unit C5, Mercury Business Park, Hele Cross, Bradninch, Devon.
- (B) The Seller has agreed to sell and the Buyer has agreed to purchase Unit C2 and Unit C5, Mercury Business Park, once constructed, on the terms and conditions contained in this agreement.
- (C) The Seller has agreed to construct the Property on the terms of this Agreement before the sale is completed.

It is agreed as follows:

1 Interpretation

The following definitions and rules of interpretation in this clause apply in this agreement.

1.1 Definitions:

"Approved Documents" the Specification and Plans and the detailed drawings prepared supplemental to the Specification and Plans for the purpose of carrying out the Seller's Works including (where applicable):

(a) any variations or amendments that may be agreed by the Seller and the Buyer from time to time in accordance with clause 4.4; and

(b) any minor variations permitted in accordance with clause 4.6.

"Architect" Angus Meek Partnership t/a Angus Meek Architects of Cedar Yard, 290a Gloucester Road, Bristol BS7 8PD of or such other reputable, suitably experienced and competent architect as the Seller shall appoint;

"Base Rate"	the base rate from time to time of HSBC UK Bank PLC;
"Building"	means the building known as Block C, Mercury Business Park, Hele Cross, Bradninch, Devon shown for the purposes of identification only edged blue on Plan 2;
"Building Contract"	a building contract for the Seller's Works to be entered into between the Seller and the Building Contractor based on the JCT Design and Build Contract, 2016 edition) or such other building contract with similar effect as may be agreed between the parties (both parties acting reasonably);
"Building Contractor"	Devon Contractors Limited, incorporated and registered in England and Wales with company number 00533232, whose registered office is at Clyst Court, Hill Barton Business Park, Clyst St Mary, Exeter EX5 1SA, together with any replacement building contractor that may be appointed by the Seller in accordance with the terms of this agreement;
"Buildings Regulations Final Certificate"	means a Building Regulation Completion Certificate in respect of the Property confirming that the Property has passed its final inspection for Building Regulation purposes;
"Buyers Conveyancer"	means Wollens of Aperture, Pynes Hill, Rydon Lane, Exeter, Devon, EX2 5AZ (Ref: Cheryl Bolt);
"CDM Regulations"	the Construction (Design and Management) Regulations 1997 and the Health and Safety Commission Approved Code of Practice relating to such regulations;
"Certificate of Making Good"	means the notice issued by the Seller's Representative issued in accordance with the Building Contract certifying the date when in their professional opinion the obligations in clause 6 have been discharged;
"Charge"	the legal charge favouring E. J Mackelden & Sons (Bobbing) Limited (CRN: 00438351) dated 23 May

	2023 pending registration under title number DN520811;
"Collateral Warranties"	deeds of collateral warranty from the Professional Consultants and the Building Contractor as appended at Appendix 3 together with any replacement party that may from time to time be appointed by the Seller, such deeds to be subject to any changes as agreed between the parties both acting reasonably;
"Completion Date"	the date that is 10 working days after the latest of: <ol style="list-style-type: none"> a. the Practical Completion Date; and b. the date on which the Hand-over Documents are delivered to the Buyer and the remainder of the Hand-Over Requirements have been satisfied (or compliance therewith has been waived by the Buyer on written notice to the Seller);
"Contract Rate"	4% per annum above the Base Rate;
"Coronavirus"	the pandemic known as COVID-19 as more particularly defined in section 1 of the Coronavirus Act 2020 (and such other variants and strains of SARS-CoV related diseases that may be identified and named from time to time);
"Deposit"	means 10% of the Purchase Price being £48,800.00;
"Development"	the development of the Building in accordance with the Approved Documents (together with such amendments as may be agreed between the Seller and the Determining Authority and are made in accordance with clause 4.5 or 4.6);
"Estate"	means the land and buildings known as Mercury Business Park, Hele Cross, Bradninch, Devon registered at the Land Registry under title number DN520811;
"Estate Roads"	the roadway on the Estate and required to be constructed to provide access to the Property and shown coloured grey on Plan 1;

"Force Majeure"	<p>fire storm tempest other exceptionally inclement weather conditions war labour lock-outs strikes local combination of workmen and other industrial disputes riot civil commotion disorder decree of government and aircraft or articles dropped therefrom or the effects of any government decree or direction and/or any national or regional movement controls resulting from any Pandemic (including, without limitation, Coronavirus) (including labour shortages and delays in delivery of materials as well as site closures) or any other event or incident outside the control of the Seller which causes a delay in the commencement and/or completion of the Seller's Works or any part thereof, and for the avoidance of doubt such circumstances shall include delays to the permanent connection of the Property to all necessary services and utilities;</p>
"Hand-Over Requirements"	<p>means:</p> <ul style="list-style-type: none"> a. the delivery to the Buyer of the Building Regulations Final Certificate in respect of the Seller's Works; b. the delivery to the Buyer of evidence of discharge of conditions 4 and 6 of the Planning Permission; and <p>the documents comprised in sub-paragraphs (a) and (b) of this definition to be interpreted as the "Hand-over Documents"; and</p> <ul style="list-style-type: none"> c. the construction of the Estate Roads serving the Property to base course level only;
"Independent Expert"	<p>means an expert appointed in accordance with clause 7.2 of this Agreement;</p>
"the Management Company"	<p>means Mercury Business Park Management Company Limited, registered at Companies House under company registration number 12433210;</p>
"Pandemic"	<p>means Coronavirus and any future pandemics, epidemics and/or localised outbreaks of any type</p>

		that shall or may have the effect of delaying any aspect of this agreement;
"Part 1 Conditions"		Part 1 of the Standard Commercial Property Conditions (Second Edition) and Condition means any one of them;
"Part 2 Conditions"		Part 2 of the Standard Commercial Property Conditions (Second Edition);
"Plan 1"		the plan annexed to this Agreement and marked "Plan 1";
"Plan 2"		the plan annexed to this Agreement and marked "Plan 2";
"Planning Permission"		the reserved matters planning permission issued by Mid Devon District Council dated 28 February 2020 and carrying reference 19/01808/MARM;
"Practical Certificate"	Completion	the Seller's Representative's certificate or written statement stating that practical completion of the Seller's Works has occurred according to the terms of the Building Contract setting out the date on which practical completion occurred;
"Practical Completion Date"		3 October 2023;
"President"		the President for the time being of the Royal Institution of Chartered Surveyors;
"Professional Consultants"		the Architect and Structural Engineer;
"Property"		the property, forming part of the Estate, known as Unit C2 and Unit C5, Mercury Business Park, Hele Cross, Devon as shown for the purposes of identification only edged red on Plan 1 and forming part of the Building;
"Purchase Price"		Means: <div><div>(a)</div><div>In the event completion occurs by 16 September 2024, the sum of £488,000.00 plus VAT of</div></div>

	<p>£97,600.00 (£585,600.00);</p> <p>(b) In the event completion occurs by 30 September 2024, the sum of £490,000.00 plus VAT of £98,000.00 (£588,000.00); and</p> <p>(c) In the event completion occurs on or following 1 October 2024, the sum of £493,400.00 plus VAT of £98,680.00 (£592,080.00);</p>
"Rectification Period"	the date which is 12 months from the Practical Completion Date;
"Requisite Consents"	all approvals (including, but not limited to building regulation consents, by-law approvals, and any other consents, licences, certificates and authorisations) required from any competent authority, statutory undertaker or person for the carrying out of the Seller's Works;
"Retained Land"	the remaining parts of the Estate not comprised in the Property;
"Seller's Conveyancer"	Foot Anstey LLP of Senate Court, Southernhay Gardens, Exeter EX1 1NT (Ref: 3952/259510.[12]);
"Seller's Representative"	Spencer Popham of GPG Projects Limited or another representative of the Seller (who may be

	an employee of GPG Projects Limited) in relation to this agreement;
"Seller's Works"	the works to construct the Property in accordance with the Approved Documents to be carried out by the Seller as part of the Development at the Property before the completion of the transfer of the Property;
"Snagging List"	a list of defects set out or referred to in the Practical Completion Certificate;
"Specification and Plans"	the specification and the drawings appended to this Agreement at Appendix 2 comprising drawing numbers 2636-C 501 and 2636-C-502;
"Structural Engineer"	Bailey Partnership (Consultants) LLP t/a Bailey Partnership of Lyster Court, 2 Cragie Drive, the Millfields, Plymouth, Devon, United Kingdom PL1 3JB or such other reputable, suitably experienced and competent Structural Engineer as the Seller shall appoint;
"Transfer"	a transfer in the agreed form annexed to this agreement at Appendix 1 subject only to such amendments as may be agreed in writing between the Seller and the Buyer;
"VAT"	value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax;
"Working Day"	has the same meaning given to the term "working day" in the Part 1 Conditions; and
"Works Long Stop Date"	means 12 months following the Works Target Date; and
"Works Target Date"	means 29 October 2023, subject to the provisions of clause 9.
1.2	Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
1.3	A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
1.4	The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.



PROPOSAL SUBJECT TO:
SITE SURVEY;
STATUTORY APPROVALS;
DESIGN DEVELOPMENT.

LEGEND :

SITE BOUNDARY - 4.79 acres	ESTATE ROAD/PATH	BUILDING PERIMETER FOOTPATH	REFUSE STORE	LAMPPOST	ELECTRIC VEHICLE CHARGING
PLOT BOUNDARY	SERVICE YARD - CONCRETE HARDSTANDING	SOFT LANDSCAPING & HEDGEROWS	SUB-STATION	BOUNDARY GROUND LEVELS (TO BE RETAINED)	

Project Title
**Mercury Business Park,
Bradninch, Exeter**

Drawing Title
Site Conveyance Plan 1

Date
March 2020

Scale
1:500 @A3

Drawn
LH

Checked
MLFT

Not to be reproduced in part or whole, without consent. Any discrepancies to be reported to the architect. Contractors to verify all dimensions and sizes on site.

PRELIMINARY

24/08/22	Block B9 boundary amended to as built	DM	MLFT	D
10/09/21	Unit numbers amended.	DM	-	C
25/03/20	Conveyance hatch colours amended	LH	MLFT	B
19/03/20	Blocks E-C & C-A yards amended	MLFT	-	A

Date Description Drawn Checked Rev.

ANGUS MEEK ARCHITECTS

Cedar Yard, 290A Gloucester Road, Bristol, BS7 8PD
T 0117 942 82 86 E architecture@angusmeek.co.uk

Project No.	Drawing No.	Rev.
2636	S01	D



PRELIMINARY

10/09/21 Unit numbers amended. DM - C
25/03/20 Conveyance hatch colours amended. LH MLFT B
19/03/20 Blocks E-C & C-A yards amended. MLFT A
Date Description Drawn Checked Rev.

ANGUS MEEK ARCHITECTS

Project Title
**Mercury Business Park,
Bradinch, Exeter**
Drawing Title
Site Conveyance Plan 2

Date
March 2020
Drawn
LH
Checked
MLFT

Scale
1:500 @A3

Cedar Yard, 290A Gloucester Road, Bristol, BS7 8PD
T 0117 942 82 86 E architecture@angusmeek.co.uk

Project No. Drawing No. Rev.
2636 S02 C

Not to be reproduced in part or whole, without consent. Any discrepancies to be reported to the architect. Contractors to verify all dimensions and sizes on site.

- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 (Subject to clause 11) **Seller** includes the Seller's successors in title and any other person who is or becomes entitled to the freehold title to the Property.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** does not include faxes or e-mail.
- 1.12 References to a document in **agreed form** are to that document in the form agreed by the parties and initialled by or on behalf of them for identification.
- 1.13 A reference to "this agreement" or to any other agreement or document referred to in this agreement is a reference to this agreement or such other document or agreement as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.14 References to clauses are to the clauses of this agreement.
- 1.15 Any words following the terms **including, include, in particular** 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.
- 1.16 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.17 Unless this agreement otherwise expressly provides, a reference to the **Property** or the **Seller's Works** is to the whole and any part of them.
- 1.18 Any reference to the Seller's consent or approval being required is to a consent or approval in writing which must be obtained before the relevant act is taken or event occurs.

2 Agreement for Sale

- 2.1 This contract comes into force on the date of this contract.
- 2.2 In consideration of the Seller's and the Buyer's obligations under this agreement, the Seller shall transfer to the Buyer and the Buyer shall purchase from the Seller the

Property by the Transfer on the terms set out in this agreement in consideration of the Purchase Price.

- 2.3 The sale and purchase of the Property is conditional upon the practical completion of the Seller's Works in accordance with the terms of this agreement.
- 2.4 The sale and purchase of the Property shall be completed on the Completion Date. On the Completion Date the Buyer shall pay to the Seller the Purchase Price less the Deposit.
- 2.5 The Buyer cannot require the Seller to sell the Property to any person other than the Buyer.
- 2.6 The Buyer cannot assign, sublet, charge, or otherwise share or part with the benefit of this agreement whether in relation to the whole or any part of the Property.
- 2.7 Conditions 1.5 and 2.2 do not apply to this agreement.
- 2.8 On the Completion Date the Buyer shall unconditionally release to the Seller the Transfer as duly executed by the Buyer and the Seller shall unconditionally release to the Buyer the Transfer as duly executed by the Seller and the Management Company.
- 2.9 On or following the Completion Date the Buyer shall, if required to do so in writing, execute such documents as are reasonably required by the Seller to become a member of the Management Company and agree to take one or more share in the Management Company on a date to be determined by the Seller in their absolute discretion.
- 2.10 The Seller covenants that they shall procure the discharge of the Charge in respect of the Property on the Completion Date and the Seller shall procure the delivery to the Buyer of a duly executed discharge of the Charge in relation to the Property as soon as is reasonably practicable following the completion of the Transfer along with any relevant documentation to remove the Charge from the title of the Property at HM Land Registry as soon as is reasonably practicable following the completion of the Transfer.

3 Deposit

In return for the Seller entering into this contract, and at the same time as the contract is exchanged, the Buyer will pay the Seller the Deposit by a solicitor's client account cheque drawn on a Clearing Bank or by Direct Credit to be held by the Seller's Conveyancer as stakeholder for the Seller. The Seller will not be obliged to repay this sum to the Buyer unless this agreement is terminated pursuant to clause 8.1 or clause 8.2 of this agreement.

4 Seller's Works

- 4.1 Subject to procuring the Requisite Consents (which the Seller shall use reasonable endeavours to obtain), the Seller shall undertake the Seller's Works and shall use reasonable endeavours to procure that the Practical Completion Date occurs by the Works Target Date.
- 4.2 The Seller shall procure that the Seller's Works are carried out:

- 4.2.1 with due diligence and in a good and workmanlike manner;
- 4.2.2 using only good quality materials fit for the purpose that they are required and not from any materials or substances from the time being not approved or recommended by the current British Standards as being of deleterious, unsatisfactory or unsuitable quality and well-maintained plant;
- 4.2.3 in accordance with this agreement, the Planning Permission, the Approved Documents and the Requisite Consents;
- 4.2.4 in accordance with all statutes statutory orders or other legal regulations and requirements and the recommendations or requirements and codes of practice of the local authority or statutory undertakings or other competent authorities;
- 4.2.5 in compliance with all relevant British Standards, codes of practices and good building practice;
- 4.2.6 by selecting and using materials so as to avoid known hazards to the health and safety of any person and to ensure the long term integrity of the Property;
- 4.2.7 so that on the Practical Completion Date the Property shall be fit for its intended purpose as contemplated by the Planning Permission; and
- 4.2.8 in compliance with the CDM Regulations.
- 4.3 On the Practical Completion Date the Seller will leave the Property and the Building in full repair and in good and clean condition cleared of all unused building materials plant and equipment used in or in connection with the Seller's Works.
- 4.4 The Seller shall not, (subject to clause 4.5 and 4.6), vary, alter, add to or remove anything from the Approved Documents without the Buyer's consent (such consent not to be unreasonably withheld or delayed).
- 4.5 The Seller may not make any variation (that is to say any alteration or addition to or omission of anything from the Approved Documents or the use of any materials in substitution for those specified in the Approved Documents without the consent of the Buyer except as may be permitted by this Agreement.
- 4.6 The Seller may make minor variations to the Approved Documents without the Buyer's consent provided that:
 - 4.6.1 the variations are insubstantial and immaterial;
 - 4.6.2 the variations are in accordance with the Planning Permission, the Requisite Consents and any statutory requirements;
 - 4.6.3 any substitute materials used are of an equal or better quality and suitability to those originally specified; and
 - 4.6.4 the variations do not delay the completion of the Seller's Works.

- 4.7 The Seller will keep the Buyer informed of:
- 4.7.1 the progress of the Seller's Works; and
 - 4.7.2 any material problems or delays affecting the Seller's Works.
- 4.8 The Buyer and its professional advisers may by arrangement with the Seller enter into the Property and upon reasonable notice to the Building Contractor, provided that they are accompanied by a representative of the Seller, in order to inspect and view the state and progress of the Seller's Works and the materials used. In entering the Property, the Buyer shall not obstruct progress of the Seller's Works and shall:
- 4.8.1 not give any instructions or make any representations directly to the Building Contractor; and
 - 4.8.2 comply with the Seller's and Building Contractor's health and safety and site rules.
- 4.9 The Seller shall indemnify and keep indemnified the Buyer fully from and against all actions proceedings claims demands costs expenses liabilities and losses brought against or suffered by the Buyer as a result of the carrying out of the Seller's Works.
- 4.10 The Seller:
- 4.10.1 confirms that it has taken (or in the case of a substitute member of the Professional Consultants shall take) all reasonable steps to be reasonably satisfied that each member of the Professional Consultant is suitable and competent having regard to its responsibility in relation to the Development and the CDM Regulations.
 - 4.10.2 shall take all reasonable steps to enforce (or procure the enforcement of) the obligations of the Professional Consultants and any sub-contractors and/or other persons involved in connection with the Seller's Works (or any part thereof) and (where applicable) will itself comply with the obligations on its part contained therein; and
 - 4.10.3 shall indemnify and keep indemnified the Buyer fully from and against all actions proceedings claims demands costs expenses liabilities and losses brought against or suffered

5 Building Contract

- 5.1 The Seller confirms it has taken (and in the case of a substitute Building Contractor shall take) all reasonable steps to be reasonably satisfied that the Building Contractor is suitable and competent having regard to its responsibilities in relation to the Development and the Building Contract.

- 5.2 The Seller shall, once such of the Requisite Consents have been obtained so as to enable the Seller's Works to commence:
- 5.2.1 promptly enter into the Building Contract with the Building Contractor;
 - 5.2.2 appoint the Building Contractor as the principal contractor for the purposes of the CDM Regulations; and
 - 5.2.3 supply a certified copy of the Building Contract to the Buyer within 10 working days of its completion.
- 5.3 The Seller shall use reasonable endeavours to procure that the Building Contractor performs and observes the terms of the Building Contract.
- 5.4 The Seller shall not do or omit to do anything that would entitle the Building Contractor to regard the Building Contract as terminated by breach. The Seller shall immediately inform the Buyer if the Seller believes the Building Contractor may be intending to rescind the Building Contract.
- 5.5 The Seller shall not terminate the employment of the Building Contractor or treat the Building Contract as repudiated without first informing the Buyer of its intention to do so.

6 Practical Completion and Rectification Period

- 6.1 The Seller shall procure that the Seller's Representative:
- 6.1.1 gives at least 10 working days' notice to the Buyer of the Seller's Representative's intention to inspect the Seller's Works for the purpose of issuing the Practical Completion Certificate and allows the Buyer and the Buyer's Surveyor to attend the inspection and make representations either during the inspection or in writing immediately thereafter; and
 - 6.1.2 without fettering the discretion of the Seller's Representative in carrying out duties under this agreement and under the Building Contract, takes proper account of any representations that are made in accordance with clause 6.1.1 when considering whether to issue the Practical Completion Certificate in accordance with the terms of this agreement and the Building Contract
- 6.2 The Seller must ensure that the Seller's Representative does not issue the Practical Completion Certificate without first giving the Buyer the notice referred to in clause 6.1 of this Agreement.
- 6.3 If the Buyer is of the reasonable opinion that the Practical Completion Certificate should not have been issued or that the Practical Completion Certificate has not been properly qualified:-
- 6.3.1 the Buyer may notify the Seller within a reasonable time giving details of the Buyer's objections; and

- 6.3.2 the Seller and Buyer will endeavour to resolve what if any action should be taken; but
 - 6.3.3 If they cannot or do not do so, the objections not so resolved are to be submitted for expert determination in accordance with clause 7 of this agreement.
- 6.4 The Seller will take whatever action may be required in consequence of the resolution of the objections of the Buyer or the decision of the Independent Expert.
- 6.5 The Seller shall procure that the Seller's Representative gives a copy of the Practical Completion Certificate to the Buyer as soon as practicable after its issue together with a copy of any accompanying Snagging List.
- 6.6 The Seller shall use all reasonable endeavours to procure that all items contained within the Snagging List are put right as soon as reasonably possible and to the reasonable satisfaction of the Buyer.
- 6.7 Subject to the right of the Buyer under clause 6.3 of this Agreement the issue of the Practical Completion Certificate shall be conclusive evidence binding on the parties that the Seller's Works have been completed in accordance with the terms of this agreement, subject to the Seller's obligations during the Rectification Period.
- 6.8 The Seller will:
 - 6.8.1 within 12 months of the Practical Completion Date inspect the Property and prepare a schedule of defects itemising defects, shrinkages and other faults due to materials or workmanships not in accordance with the Plans and Specification; and
 - 6.8.2 as soon as is reasonably practicable deliver a copy of this schedule of defects to the Buyer for the Buyer to consider and if appropriate to notify the additions to the Seller,
- 6.9 The Seller will include in his schedule of defects any defects notified to him by the Buyer within the Rectification Period.
- 6.10 During the Rectification Period, the Buyer or the Buyer's Surveyor may make written representations to the Seller's Representative identifying defects, shrinkages or faults in the Seller's Works which the Building Contractor is obliged to remedy in accordance with the Building Contract.
- 6.11 Subject to the Buyer permitting the Seller and all persons authorised by the Seller access to the Property when requested, the Seller shall use reasonable endeavours to enforce the Building Contractor's obligations under the Building Contract to remedy any defects, shrinkages or faults appearing in the Seller's Works during the Rectification Period and shall be responsible for remedying any defects, shrinkages or faults appearing in the Seller's Works in the event the Building Contractor does not do so.
- 6.12 The Seller shall use reasonable endeavours to procure that the Seller's Representative:

- 6.12.1 gives at least 10 working days' notice to the Buyer of the Seller's Representative's intention to inspect the Seller's Works for the purpose of issuing the Certificate of Making Good and allows the Buyer and the Buyer's Surveyor to attend the inspection and make representations either during the inspection or in writing immediately thereafter; and
 - 6.12.2 takes proper account of any representations that are made in accordance with clause 6.12.1 when considering whether to issue the Certificate of Making Good.
- 6.13 The Seller shall procure that the Seller's Representative gives a copy of the Certificate of Making Good to the Buyer as soon as practicable after its issue.
- 6.14 The Seller shall use reasonable endeavours to procure that the Professional Consultants grant the Collateral Warranties in favour of the Buyer as soon as is reasonably practicable following the Completion Date.

7 Dispute resolution

- 7.1 If any dispute arises between the Seller and the Buyer arising out of this agreement the dispute shall be referred (in the absence of any express provision to the contrary) to an independent expert appointed jointly by the Seller and the Buyer. If the parties cannot agree on the expert's identity the expert shall be appointed on either party's request by the President.
- 7.2 The Independent Expert must be a Fellow of the Royal Institution of Chartered Surveyors, with at least ten years experience including experience in development of the same type as the development contemplated by this Agreement.
- 7.3 If an Independent Expert appointed dies or becomes unwilling or incapable of acting, then:
 - 7.3.1 either the Seller or the Buyer may apply to the President to discharge the appointed Independent Expert and to appoint a replacement Independent Expert; and
 - 7.3.2 this clause will apply in relation to the replacement Independent Expert as if the first appointed Independent Expert.
- 7.4 The Independent Expert will act as an expert and will be required in respect of each referred matter to prepare a written note of the decision and give a copy of the decision to both the Buyer and the Seller within a maximum of 20 Working Days of the date of Independent Expert's appointment
- 7.5 The Buyer and the Seller will each be entitled to make submissions to the Independent Expert and will provide (or procure that others provide) the Independent Expert with the assistance and documents that the Independent Expert reasonably requires to reach a decision.

- 7.6 The Independent Expert's written decision will be final and binding in the absence of manifest error or fraud and shall be entitled to decide the responsibilities of the parties for the payment of the costs of the determination.

8 Works Long Stop Date

- 8.1 If the Practical Completion Date has not occurred by 4.00 pm on the Works Long Stop Date, then the Buyer may, at any time after the Works Long Stop Date but before the Practical Completion Date, give notice to the Seller that, unless the Practical Completion Date occurs within 20 Working Days of the receipt of that notice (time being of the essence), the Buyer may rescind this agreement. If the Practical Completion Date does not occur within 20 Working Days of receipt of that notice then the Buyer at its discretion may without further notice rescind this agreement with immediate effect. Such rescission shall be without prejudice to the rights of each party in respect of any earlier breach of this agreement. On rescission the Seller will immediately refund the Deposit plus accrued interest and the Buyer will not be under any obligations to make any further payments under this Agreement to the Seller.
- 8.2 If the Hand-Over Requirements have not been satisfied (or waived by the Buyer) by 4.00 pm on the Works Long Stop Date, then the Buyer may, at any time after the Works Long Stop Date give notice to the Seller that, unless the Hand-Over Requirements are satisfied occurs within 20 Working Days of the receipt of that notice (time being of the essence), the Buyer may rescind this agreement. If the Hand-Over Requirements are not satisfied (or waived by the Buyer) within 20 Working Days of receipt of that notice then the Buyer at its discretion may without further notice rescind this agreement with immediate effect. Such rescission shall be without prejudice to the rights of each party in respect of any earlier breach of this agreement. On rescission the Seller will immediately refund the Deposit plus accrued interest and the Buyer will not be under any obligations to make any further payments under this Agreement to the Seller.
- 8.3 If the agreement is rescinded pursuant to clause 8.1 or clause 8.2, the Buyer shall on receipt of the Deposit cancel all entries relating to this agreement registered against the Seller's title.

9 Extensions of time

- 9.1 If the Seller is prevented or delayed in carrying out the Seller's Works by reason of Force Majeure or by reason of a failure of a statutory undertaker to carry out work in pursuance of its statutory obligations the Works Target Date shall be extended by the proper and reasonable period or periods as is certified by the Seller's Representative as being fair and reasonable and promptly notified to the Buyer in writing.
- 9.2 If the Buyer is of the reasonable opinion that the extension of time awarded pursuant to clause 9.1 is not proper and reasonable:-
- 9.2.1 the Buyer may notify the Seller within a reasonable time giving details of the Buyer's objections; and

9.2.2 the Seller and Buyer will endeavour to resolve what if any action should be taken; but

if they cannot or do not do so, the objections not so resolved are to be submitted for expert determination in accordance with clause 7 of this agreement.

10 Insurance

- 10.1 From the date of this agreement until the Practical Completion Date the Seller shall insure or shall procure that the Building Contractor insures the Seller's Works, the Property and all plant and unfixed materials and goods delivered to or placed on or adjacent to the Property and intended for incorporation in the Seller's Works against all perils resulting in loss or damage thereto on customary contractors' all risks terms for not less than their full reinstatement value (taking into account the progress of the Seller's Works) together with all site clearance and professional fees incurred in connection with such reinstatement.
- 10.2 In the event of any loss or damage occurring before the Practical Completion Date to the Seller's Works, the Property, plant, materials or goods so insured, the Seller shall procure that their reinstatement or replacement is carried out diligently and with all reasonable speed. The Seller shall apply the proceeds of the insurance towards such reinstatement or replacement and shall make good any deficiency out of the Seller's own funds.
- 10.3 The Seller shall maintain, or procure that the Building Contractor maintains, insurance in respect of injury to or death of any person or loss or damage to any real or personal property for an indemnity of not less than £1m for any one occurrence or series of occurrences arising out of the same event. Such insurance shall be maintained from the date of this agreement until the end of the Rectification Period.
- 10.4 The Buyer shall not be entitled to refuse to complete or to delay completion of the Transfer due to any event occurring after the Practical Completion Date that results in:
- 10.4.1 any damage to the Property or any part of it; or
- 10.4.2 any damage to the means of access to the Property; or
- 10.4.3 any deterioration in the Property's condition.

11 Seller's obligations

GPG Projects Limited (CRN: 10888223) shall be released from all liability in respect of its obligations referred to in this agreement on the date 12 months after the Practical Completion Date, except in relation to any claim made against or notified to it prior to the end of that period.

12 Conditions

- 12.1 The Part 1 Conditions are incorporated in this agreement, in so far as they:

- 12.1.1 apply to a sale by private treaty;
 - 12.1.2 relate to freehold property;
 - 12.1.3 are not inconsistent with the other clauses in this contract; and
 - 12.1.4 have not been modified or excluded by any of the other clauses in this contract.
- 12.2 The Part 2 Conditions are not incorporated in this agreement.
- 12.3 Condition 1.1.1(e) is amended so that reference to the contract rate in Condition 1.1.1(e) refers instead to the Contract Rate as defined in this agreement.
- 12.4 Condition 1.1.4(a) does not apply to this agreement.

13 Vacant possession

The Seller shall transfer to the Buyer vacant possession of the Property on completion of the Transfer.

14 Deducing title

- 14.1 The Seller's freehold title to the Property has been deduced to the Buyer before the date of this agreement.
- 14.2 The Buyer is deemed to have full knowledge of the Seller's title and is not entitled to raise any objection, enquiry or requisition in relation to it save for any matters revealed in the Buyer's pre-completion searches.
- 14.3 Conditions 6.1, 6.2, 6.3, 6.4.2, 10.2.4, 10.2.5, and 10.3 do not apply to this agreement.

15 Title guarantee

- 15.1 Subject to the other provisions of this clause, the Seller shall transfer the Property to the Buyer with full title guarantee.
- 15.2 The implied covenants for title are modified so that:
- 15.2.1 the covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to costs arising from the Buyer's failure to:
 - (a) make proper searches; or
 - (b) raise requisitions on title or on the results of the Buyer's searches before the date of this agreement (or by completion in the case of searches referred to in clause 21.1); and
 - 15.2.2 the covenant set out in section 3(3) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend only to charges or encumbrances created by the Seller.

15.3 Condition 6.6.2 does not apply to this agreement.

16 Matters affecting the Property

16.1 The Seller shall transfer the Property to the Buyer free from encumbrances other than:

16.1.1 any matters, other than the Charge, contained or referred to in the entries or records made in registers maintained by the Land Registry under title number DN520811 as at 18:06:13 on 1 September 2023;

16.1.2 all matters contained or referred to in the Transfer;

16.1.3 any matters discoverable by inspection of the Property before the date of this agreement;

16.1.4 any matters which the Seller does not and could not reasonably know about;

16.1.5 any matters, other than financial charges, disclosed or which would have been disclosed by the searches and enquiries that a prudent Buyer would have made before entering into this agreement;

16.1.6 public requirements; and

16.1.7 any matters which are or would be unregistered interests which override first registration under Schedule 1 to the Land Registration Act 2002.

16.2 The Buyer is deemed to have full knowledge of the matters referred to in clause 16.1 and shall not raise any enquiry, objection, requisition or claim in respect of any of them save in relation to any matters revealed in the Buyer's pre-completion searches.

16.3 Conditions 3.1.1, 3.1.2, 3.1.3, 3.2.1, 3.3 and 6.6.3 do not apply to this agreement.

17 Termination on Buyer's insolvency

17.1 An Event of Default is any of the following:

17.1.1 any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Buyer; or

17.1.2 the making of a bankruptcy order in relation to the Buyer.

17.2 If an Event of Default occurs before the Completion Date, the Seller may, at any time prior to the Completion Date, determine this agreement by written notice to the Buyer.

17.3 If the Seller gives notice to terminate under clause 17.2;

17.3.1 this agreement shall be terminated with immediate effect from the date of the Seller's notice:

17.3.2 the Buyer shall immediately cancel all entries relating to this agreement registered against the Seller's title; and

- 17.3.3 none of the parties shall have any further rights or obligations under this agreement but such termination shall be without prejudice to the rights of any party in respect of any earlier breach of this agreement.

18 VAT

- 18.1 Each amount stated to be payable by the Buyer to the Seller under or pursuant to this agreement is exclusive of VAT (if any).
- 18.2 If any VAT is chargeable on any supply made by the Seller under or pursuant to this agreement, the Buyer shall pay the Seller an amount equal to that VAT as additional consideration on completion on the production of valid VAT invoice addressed to the Buyer.
- 18.3 Condition 1.4 does not apply to this agreement.

19 Entire agreement

- 19.1 This agreement and the documents annexed to it constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of this agreement.
- 19.2 The Buyer acknowledges that, in entering into this agreement, the Buyer has not relied on and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than:
- 19.2.1 as expressly set out in this agreement or the documents annexed to it; or
- 19.2.2 in any written replies which the Seller's Conveyancer has given to any written enquiries raised by the Buyer before the date of this agreement.
- Nothing in this clause shall limit or exclude any liability for fraud.
- 19.3 Condition 9.1.1 is varied to read "If any plan or statement in the agreement or in written replies which the Seller's Conveyancer has given to any written enquiries raised by the Buyer before the date of this agreement is or was misleading or inaccurate due to any error or omission, the remedies available are as follows."

20 Joint and several liability

- 20.1 Where the Seller or Buyer is more than one person, then in each case they shall be jointly and severally liable for their respective obligations and liabilities arising under this agreement. The Seller or Buyer, as the case may be, may take action against, or release or compromise the liability of the other or grant time or other indulgence, without affecting the liability of any other of them.
- 20.2 Condition 1.2 does not apply to this agreement.
- 20.3 The liability of Richard Kenneth Edwards and Mandy Edwards together as trustees of Edwards SSAS shall be limited at all times to the assets held in the Edwards SSAS from time to time

21 Notices

21.1 Any notice or other communication required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication as set out below:

21.1.1 Seller: GPG Projects Ltd at their registered office, from time to time, FAO Mr S Popham and to the Seller's Conveyancer quoting reference 1676/00427574.14; and

21.1.2 Buyer: Edwrads SASS at their registered office, from time to time, FAO [] and to the Buyers Conveyancer quoting reference Cheryl Bolt;

or as otherwise specified by the relevant party by notice in writing to each other party.

21.2 Any notice or other communication shall be deemed to have been duly received:

21.2.1 if delivered personally, when left at the address and for the contact referred to in this clause; or

21.2.2 if sent by pre-paid first class post or recorded delivery, at 11.00 am on the second working day after posting; or

21.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

21.3 A notice or other communication required to be given under this agreement shall not be validly given if sent by fax or e-mail.

21.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

21.5 Condition 1.3 does not apply to this agreement.

22 Third party rights

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

23 Non Merger

Completion of the grant of the Transfer does not discharge either party from any liability or obligation to perform or observe any outstanding obligations under this Agreement.

24 Governing law and jurisdiction

24.1 This agreement 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.

24.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

As witness the hands of the parties or their duly authorised representatives the date first above written

Signed for and on behalf of

)

GPG PROJECTS LTD

)

Signed for and on behalf of

)

EDWARDS SASS

)

Appendix 1 - Transfer

Land Registry
Transfer of part of registered title(s)

TP1

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

1	Title number(s) out of which the property is transferred: DN520811
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: None
3	Property: Plot Number: Unit C2 and Unit C5 Development: Mercury Business Park, Hele Cross, Bradninch, Devon To be known as Postal Address: Unit C2 and Unit C5, Mercury Business Park, Hele Cross, Bradninch EX5 4BL The property is identified edged red on Plan 1 and in accordance with the Plan Designations as defined and set out below
4	Date:
5	Transferor: GPG Projects Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 10888223 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: Richard Kenneth Edwards and Mandy Edwards as Trustees of the Edwards SASS <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:

<u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:	
7	Transferee's intended address(es) for service for entry in the register: Four Oaks Miry Lane Kentisbeare Devon EX15 2HA
8	The transferor transfers the property to the transferee
9	Consideration The Transferor has received from the Transferee for the Property the sum specified in the Part of this transfer entitled Consideration and Receipt.
10	The transferor transfers with full title guarantee.
11	Declaration of trust. The transferee is more than one person and <input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares X they are to hold the property on trust: In accordance with the trust deed dated 17 March 2022

Continued on next page

Additional Provisions

The Parties to this Transfer agree that the Property is transferred on the terms set out in this panel

Part 1 – Additional Parties to this Transfer

The additional Party to this transfer is:

Management Company	Name	Mercury Business Park Management Company Limited
	Registered Number	12433210
	Registered Office	Kimmins Moor, Skilgate, Taunton TA4 2DL

Part 2 – Consideration and Receipt

The Transferor and Transferee declare that the Consideration paid and received is as set out in this Part in the table below

ITEM	AMOUNT £
Total Amount of Consideration paid by Transferee under this Transfer	£585,600.00 (Five Hundred and Eighty Five Thousand Six Hundred Pounds) inclusive of VAT

Part 3 – Rights Granted

The Property is transferred with the Rights in this Part set out below on the terms of the Rules Relating to Rights for the Transferee for the benefit of the Property over and from the Estate

1. The Right of Way with or without vehicles over the Estate Roads
2. The Right of Way over the Estate Paths that serve the Property
3. The right to Construct new Service Installations to serve the Property
4. The right to Use existing Service Installations and new Service Installations (once constructed) for the Services that serve the Property
5. The right to Alter Service Installations in the Property that are not adopted
6. The right to Construct on the Property the Unit, Service Installations, Boundary Structures, Projections and any other structures that cannot be Constructed without the exercise of this right



PROPOSAL SUBJECT TO:
SITE SURVEY;
STATUTORY APPROVALS;
DESIGN DEVELOPMENT.

LEGEND :

SITE BOUNDARY - 4.79 acres	ESTATE ROAD/PATH	BUILDING PERIMETER FOOTPATH	REFUSE STORE	LAMPPOST	ELECTRIC VEHICLE CHARGING
PLOT BOUNDARY	SERVICE YARD - CONCRETE HARDSTANDING	SOFT LANDSCAPING & HEDGEROWS	SUB-STATION	BOUNDARY GROUND LEVELS (TO BE RETAINED)	

Project Title
**Mercury Business Park,
Bradninch, Exeter**

Drawing Title
Site Conveyance Plan 1

Date
March 2020

Scale
1:500 @A3

Drawn
LH

Checked
MLFT

Not to be reproduced in part or whole, without consent. Any discrepancies to be reported to the architect. Contractors to verify all dimensions and sizes on site.

PRELIMINARY

24/08/22	Block B9 boundary amended to as built	DM	MLFT	D
10/09/21	Unit numbers amended.	DM	-	C
25/03/20	Conveyance hatch colours amended	LH	MLFT	B
19/03/20	Blocks E-C & C-A yards amended	MLFT	-	A

Date Description Drawn Checked Rev.

**ANGUS MEEK
ARCHITECTS**

Cedar Yard, 290A Gloucester Road, Bristol, BS7 8PD
T 0117 942 82 86 E architecture@angusmeek.co.uk

Project No.	Drawing No.	Rev.
2636	S01	D



LEGEND :

ESTATE BOUNDARY - 4.79 acres	ESTATE PATH	BUILDING PERIMETER FOOTPATH	REFUSE STORE	LAMPPOST	ELECTRIC VEHICLE CHARGING
ESTATE ROAD	SERVICE YARD - CONCRETE HARDSTANDING	SOFT LANDSCAPING & HEDGEROWS	SUB-STATION	BOUNDARY GROUND LEVELS (TO BE RETAINED)	

PRELIMINARY

10/09/21 Unit numbers amended. DM - C
 25/03/20 Conveyance hatch colours amended LH MLFT B
 19/03/20 Blocks E-C & C-A yards amended MLFT A
 Date Description Drawn Checked Rev.

ANGUS MEEK ARCHITECTS

Cedar Yard, 290A Gloucester Road, Bristol, BS7 8PD
 T 0117 942 82 86 E architecture@angusmeek.co.uk

Project Title
Mercury Business Park, Bradninch, Exeter

Drawing Title
Site Conveyance Plan 2

Date
March 2020

Drawn
LH

Checked
MLFT

Scale
1:500 @A3

Project No.
2636

Drawing No.
S02

Rev.
C

Not to be reproduced in part or whole, without consent. Any discrepancies to be reported to the architect. Contractors to verify all dimensions and sizes on site.

7. The right to Maintain the Property, the Unit, Service Installations, Projections, Boundary Structures and other structures that serve the Property as are not Maintainable without the exercise of this right
8. The right of support for soil structures, the Unit, Boundary Structures and Projections that are on or relate to the Property
9. The right to the free flow of surface and ground water through any Service Installations
10. The right to Use the Estate Rentcharge Managed Facilities to the appropriate extent intended by the purpose for which they were constructed or exist or are provided subject to the terms of the Estate Rentcharge and the rules and regulations published by the Management Company in relation to their use and enjoyment
11. The right if a Visitor Parking Space is unoccupied to park a single motor vehicle in any Visitor Parking Space
12. The right to enter onto the Estate and the Estate Rentcharge Managed Facilities to exercise the Rights in this Part

Part 4 Rights Reserved

The Property is transferred subject to the rights excepted and reserved in this Part set out below on the terms of the Rules Relating to Rights for the Transferor and the Management Company for the benefit of the Estate and the Estate Rentcharge Managed Facilities over and from the Property

1. The right where reasonably necessary to Construct new Service Installations to serve the Estate
2. The right to Use existing Service Installations and new Service Installations once constructed for the Services that serve the Estate
3. The right to Alter Service Installations in the Property and the Estate that serve the Estate and Units on it and the Estate Rentcharge Managed Facilities
4. The right to Construct on the Estate the Development including Units, Service Installations, Boundary Structures, Projections and all the elements of the Development and any other structures that cannot be Constructed without the exercise of this right
5. The right to Maintain the Development including Units, Service Installations, Boundary Structures, Projections and all the elements of the Development and any other structures on the Property or the Estate that cannot be Maintained without the exercise of this right
6. The right of support for soil structures Units, Boundary Structures, and Projections that are on or relate to the Estate
7. The right to the free flow of surface and ground water through any Service Installations

8. The right to Maintain Service Installation that serves the Estate that is on the Property in the event that the owner of the land on which that Service Installation is located has failed to Maintain it for 56 days after a proper request to carry out Maintenance
9. The right (but without obligation) to Maintain any fence wall or hedge adjacent to the boundary of the Estate that belongs to the Property or is owned by an adjoining part of the Estate jointly with the Property in the event that the owner of the fence wall or hedge has failed to Maintain it for 56 days after a proper request to carry out Maintenance or the joint owner of the fence wall or hedge has failed to join in Maintaining it for 56 days after a proper request to join in and carry out the Maintenance
10. The right to carry out and comply with the Management Company obligations generally and in particular those set out in under the Sub-Part of this Transfer entitled Management Company Rentcharge Covenants
11. The right to enter onto the Property to exercise the Rights in this Part

Part 5 Development Rights Reserved

The Property is transferred subject to the rights excepted and reserved in this Part set out below on the terms of the Rules Relating to Rights for the Transferor and any express assignees of the Transferor (but not successors in title generally) during the Development Period for the benefit of the Estate (during the Development Period) over the Property

1. The right to Construct on the Estate the Development and all elements of it, the Infrastructure and anything comprised within the Estate Rentcharge Managed Facilities or otherwise required for the development of the Estate
2. The right to Construct anything that is required by the Public Authorities including (but not limited to) pursuant to any planning permission, planning agreement, landscaping scheme, road agreement and notices in relation to the Estate and its development
3. The right to Maintain and Use anything Constructed pursuant to the Rights in this Part
4. The right to enter onto the Property to exercise the Rights in this Part 5

Part 6 Development Declarations

The Parties agree and declare that the provisions of this Part set out below will apply to the Transfer of the Property the Estate (and its development) and the Estate Rentcharge Managed Facilities

1. The ownership of Boundary Structures will be determined as follows:
 - 1.1 Internal dividing walls and any other structures that separate the Property the Unit on it or other buildings and structures on the Property from other Units and any other structure that relate to other Units on the Estate will be Party Structures and shall be used and Maintained on that basis;
 - 1.2 External walls and any other structures of Units or garages or outbuildings or other buildings that separate the Property Units or garages or outbuildings or other buildings on the Property from adjoin properties (but not the structures of

Units or garages or outbuildings or other buildings on adjoining plots) will belong to the Property

- 1.3 Boundaries of the Property (unless otherwise stated or indicated in an agreement with a Public Authority) adjoining the Access Ways that are to be maintained by the Management Company as part of the Estate Rentcharge Managed Facilities or adjoin other areas within the Estate Rentcharge Managed Facilities will belong to the Property
2. The Party Wall etc. Act 1996 will not apply to any Party Structures during the Development Period
3. No building scheme shall be created by this Transfer and the Transferor may modify waive or release any covenants set out in this Transfer
4. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Transfer except in relation to Rights and the ancillary provisions that are reserved or to be granted in favour of the Service Suppliers Public Authorities and Undertaker
5. The Property does not have any rights of light air or other rights (other than as expressly provided by this Transfer) which would or might restrict or interfere with the manner in which the Estate or any other adjoining land acquired by the Transferor can be used or developed
6. The Transferor shall not be bound in any way by the plotting or general scheme of development of any part of the Estate
7. No rights or easements implied by statute or enjoyed by the Transferor by virtue of its title to the Estate shall pass with the Property other than those rights and easements specifically granted to the Transferee in this Transfer
8. The provisions of Section 62 of the Law of Property Act and the Rule in Wheeldon v Burrows shall not operate in respect of the Transfer
9. Rights not specifically and expressly included in the Rights are reserved to the Transferor
10. If the Parties are unable to agree upon any of the terms of this Transfer or the determination of any sum or money obligation due from one Party to another in connection with the terms of this Transfer the dispute or difference will be settled by an expert suitably qualified and experienced to be appointed by agreement between the Parties in dispute or in default of agreement by the President for the time being of the Law Society such person to act as an expert and not as an arbitrator and the expert will first set the procedures to be adopted in reaching his determination and his decision (including as to costs) whose decision will be binding on the Parties in dispute.

Part 7 Rights Reserved and Covenants for the Service Suppliers

1. The Property is transferred subject to the rights excepted and reserved and granted by the Transferee to the Service Suppliers in this Part as set out below on the terms of the Rules Relating to Rights for the Service Suppliers and their Benefitting Interests over

the Property and the Transferee covenants to do all such acts and things including executing deeds to the extent reasonably and properly required by any Service Suppliers to grant or confirm all or any of the rights in this Part

1.1 The right to Construct anything that is required by the Service Suppliers in relation to Service Installations and the Services of the Service Suppliers

1.2 The right to Maintain anything Constructed pursuant to the Rights in this Part of this Transfer

1.3 The right to enter onto the Property to exercise the Rights in this Part

2. The Transferee covenants with the Transferor and the Service Suppliers to perform the restrictive covenants set out below in accordance with the Rules Relating to Covenants for the benefit of their Benefitting Interests

2.1 Not to Construct on any Service Easement Strips on the Property anything (including structures shrubs and trees) other than the Unit, Boundary Structures and Projections that are on or relate to the Property unless permitted by the Service Supplier under its rules relating to Service Easement Strips or Approved by the Service Suppliers that use the Service Easement Strips

2.2 Not to do anything on the Property or the Estate to impede any Service Installations (that are intended to be Adopted and maintained by the Service Supplier) being Adopted and vested in any Service Supplier

2.3 Not to do anything on the Property or the Estate to interfere damage or cause loss in relation to Service Installations which are or may become Adopted or vested in the appropriate Service Supplier

Part 8 Rights Reserved and Covenants for the Public Authorities

1. The Property is transferred subject to the rights excepted and reserved and granted by the Transferee to the Public Authority in this Part as set out below on the terms of the Rules Relating to Rights for the Public Authorities and their Benefitting Interests over the Property and the Transferee covenants to do all such acts and things including executing deeds to the extent reasonably and properly required by any Public Authority to confirm all or any of the rights in this Part

1.1 The right for any Public Authority (and in particular the highway authority) to Construct Use and Maintain Service Installations and anything else required for any street lighting (and associated equipment) signposts street furniture street signs and street name plates on the Property

1.2 The right to Construct anything that is required by the Public Authorities including (but not limited to) Infrastructure Visibility Splays Boundary Structures landscaping schemes or anything else required pursuant to any agreement relating to Infrastructure

1.3 The right to Maintain anything Constructed pursuant to the Rights in this Part

1.4 The right to enter onto the Property to exercise the Rights in this Part

- 2 The Transferee covenants with the Transferor and the Public Authority to perform the restrictive covenants set out below in accordance with the Rules Relating to Covenants for the benefit of their Benefitting Interests

2.1 Not to Construct on any Visibility Splay or Service Easement Strips on the Property anything (including structures shrubs and trees) other than the Unit, Boundary Structures and Projections that are on or relate to the Property unless permitted by the Public Authority under its general rules relating to the part of the Property affected or Approved by the Public Authority

2.2 Not to do anything on the Property or the Estate to impede any Infrastructure (that is intended to be Adopted and maintained at public expense) being Adopted and vested in the appropriate Public Authority

2.3 Not to do anything on the Property or the Estate to interfere damage or cause loss in relation to Infrastructure which is or may become Adopted or vested in the appropriate Public Authority

Part 9 Rights Reserved and Covenants for Undertaker

- 1 The Parties agree that the Rights reserved and covenants apply in relation to the Undertaker and the following definitions apply in relation to this part of the Transfer

Apparatus	the foul and/or surface water Sewers Lateral Drains and any accessories thereto as defined by Section 219 of the Water Industry Act 1991 as are within the Property
Dominant Tenement	the undertaking of the water company within its area as particularised in the Instrument of Appointment by the Secretary of State for the Environment under the Water Act 1989 and in particular the Estate Sewers together with the land properties and rights relative to it
Estate Sewers	the main foul and surface water sewers and any accessories as defined by Section 219 of the Water Industry Act 1991 now or to be constructed within the Estate which are intended to become sewers maintainable at the public expense
Undertaker	means the Undertaker which will adopt the Estate Sewers and its successors in title

- 2 Subject to the Rules Relating to Rights for the Undertaker and to the Undertaker indemnifying the Transferee from and against all rates taxes impositions and outgoings of an annual or recurring nature claims demands proceedings losses costs charges and expenses arising out of the exercise of the Rights the Transferee hereby grants with full title guarantee the following perpetual rights to the Undertaker for the benefit of the Dominant Tenement and each and every part thereof:

2.1 The right of having retaining using inspecting the condition of reconstructing replacing relaying altering enlarging maintaining cleansing repairing conducting and

managing the Apparatus in through under over or upon the Property together with the right of having and enjoying the free flow and passage of water with or without other matter of any kind whatsoever through and by means of the Apparatus as existing from time to time in through under over or upon the Property and to discharge from the Apparatus into any canal pond lake or Watercourse (as defined in Section 219 (1) of the Water Industry Act) within or adjacent to the Property in compliance with the terms of any statutory consent granted in relation thereto and to increase or decrease such discharge and for such discharge to flow along and within the said canal pond lake or Watercourse and the right at any time to take samples of such discharge

2.2 For the purposes hereof and in particular for the purposes mentioned in Paragraph 1 of Part 7 (and for similar purposes in relation to any connected length of pipes or works incidental thereto) the right at any time and at all times in the day or night time with or without vehicles plant machinery servants contractors and others and all necessary materials to enter upon and pass and re-pass along the unbuilt upon part or parts of the Property as necessary by a route within the same or by such (if any) other convenient route from a public highway as the Undertaker shall with the approval of the Transferee (which approval shall not be unreasonably withheld or delayed) from time to time require doing and occasioning no unreasonable damage thereto or to the Transferees adjoining land

2.3 The right in exercising the Rights to make all necessary excavations and to tip soil on land immediately adjoining such excavations as shall be necessary or desirable in relation to the exercise of the Rights

2.4 The right of support from the Apparatus from the subjacent and adjacent land and soil including minerals of the Transferee

3 The Transferee to the intent that the burden of this covenant runs with the Property and so as to bind (so far as practicable) the same into whosoever hands the same may come and every part thereof and to benefit and protect the Apparatus and the Dominant Tenement and each and every part thereof capable of being so benefitted or protected but not so as to render the Transferee personally liable for any breach of covenant committed after the Transferee has parted with all interest in the land in respect of which such breach shall occur hereby covenants with the Undertaker to observe and perform the following covenants:

3.1 Not to use or permit or knowingly suffer to be used the Property or any adjoining or adjacent land of the Transferee for any purpose that may endanger injure or damage the Apparatus or to render access thereto more difficult or expensive or adversely affect the quality of water or other matter therein or the free flow and passage thereof or means of communication along or through the same

3.2 Without prejudice to the generality of the foregoing:

3.2.1 not to erect construct or place any building wall or other structure or erection or any work of any kind whether permanent or temporary on any part of the Property through which the Apparatus has been laid PROVIDED ALWAYS that this covenant shall not be deemed to prevent the erection of the Unit, Boundary Structures and Projections that are on or relate to the Property

3.2.2 not to withdraw support from the Apparatus

3.2.3 not to Construct or lay or cause or permit construction or laying of any street road pipe duct or cable across the Apparatus at an angle of less than forty five degrees formed by the Apparatus and the street road pipe duct or cable PROVIDED this prohibition shall not apply to an existing street road pipe duct or cable

3.3 To advise any tenant for the time being of the Property of the existence of the Apparatus and of this Transfer and its contents insofar as the same relate to the Transferees occupancy of the Property

3.4 The Undertaker shall have the benefit of the right to enforce the Rights and Covenants pursuant to The Contracts (Rights of Third Parties) Act 1999

3.5 Notwithstanding the earlier exercise of the Rights or the earlier enforcement of the Covenant the Apparatus shall not vest in the Undertaker until it has issued a vesting declaration vesting the Apparatus in itself pursuant to Section 192 of the Water Industry Act 1991.

Part 10 Existing Title Provisions

The Parties agree that in relation to Existing Title Provisions the terms in this Part set out below apply

- 1 The Property is transferred together with and subject to the Existing Title Provisions that benefit and affect the Property
- 2 The Transferee covenants with the Transferor to indemnify and keep indemnified the Transferor against all damages costs and any other liabilities resulting from any non-observance or non-performance by the Transferee of any covenants contained or referred to in the Existing Title Provisions so far as they affect the Property

Part 11 Transferee Restrictive Covenants

The Transferee covenants with the Transferor and the Management Company to perform the restrictive covenants in this Part set out below in accordance with the Rules Relating to Covenants for the benefit of the remainder of the Estate and the Estate Rentcharge Managed Facilities

- 1 Not to Use the Property for purposes other than the Authorised Use
- 2 Not to Create on the Property anything which may be or become Detrimental or cause Detriment to the Estate
- 3 Not to Construct Create or Keep on the Property any Prohibited Structure or Prohibited Vegetation
- 4 Not (in addition to the specific restrictions contained in this Part) to otherwise Construct Create or Keep on or Use or do anything on the Property that causes Detriment to the Estate PROVIDED THAT the Transferee shall be permitted to install solar PV panels on the roof of the Property subject to first obtaining the written consent of the Transferor or the Management Company (as relevant), such consent not to be unreasonably withheld or

delayed, and FURTHER PROVIDED THAT any such consent shall contain such drawings and specification of the proposed solar PV panels for the Approval of the Transferor prior to any installation occurring by the Transferee.

- 5 Not to Use any of the Access Ways Visitor Parking Spaces except for their intended purposes for which they were constructed and not to obstruct Access Ways by any means including parking on those Access Ways intended for vehicular use
- 6 Not to park on the Access Ways
- 7 Not to allow the Boundary Structures that belong to the Property (with or without others) to fall into disrepair
- 8 Not to keep "for sale signs on the Property during the Development Period without the consent of the Management Company (not to be unreasonably withheld)
- 9 Not to allow any Visibility Obstruction on the Visibility Splay by any means
- 10 Not to damage anything including any of the Access Ways Visitor Parking Spaces Service Installations Party Walls and anything else used jointly with the Transferor the Management Company or any owners and occupiers of any other part of the Estate
- 11 Not to use any Visitor Parking Space other than for the temporary short term parking of a single motor vehicle and in compliance with the rules and regulations:

11.1 of the Management Company for Visitor Parking Spaces within the Estate
Rentcharge Managed Facilities;

11.2 of the Transferor during the Development Period .

Part 12 Transferee Positive Covenants

The Transferee covenants with the Transferor (and the Management Company) to perform the positive covenants in this Part set out below in accordance with the Rules Relating to Covenants for the benefit of the Estate and the Estate Rentcharge Managed Facilities

- 1 To Maintain (while being entitled to a contribution of a fair proportion determined according to user) anything on or in the Property used by the Transferee in connection with the Property and any other part of the Estate (where not Adopted or part of the Estate Rentcharge Managed Facilities) including any Service Installations Boundary Structures and Projections
- 2 To contribute a fair proportion determined according to user of the expense of Maintaining anything used by the Transferee in connection with the Property and any other part of the Estate (where not Adopted or part of the Estate Rentcharge Managed Facilities) including any of Service Installations Boundary Structures and Projections
- 3 To join with, as and where appropriate, owners of any other part of the Estate in Maintaining anything used by the Transferee in connection with the Property and any other part of the Estate (where not Adopted or part of the Estate Rentcharge Managed Facilities) including any of the Service Installations Boundary Structures and Projections
- 4 To Maintain the Property in good repair and condition.

- 5 To Maintain anything used exclusively in connection with the Property that is in the Estate in good repair and condition and where appropriate free from leaks including Service Installations Boundary Structures and Projections

Part 13 Transferor's Development Covenant

The Transferor covenants with the Transferee as set out below.

- 1 To Construct and Maintain pending adoption the Service Installations that are intended to be Adopted and publicly maintained and to indemnify the Transferee pending Adoption from any costs and claims relating to them until they become Adopted and maintainable at public expense.
- 2 To Construct and Maintain pending passing of maintenance to the Management Company the Access Ways the Service Installations and Estate Rentcharge Managed Facilities that are intended to be maintained by the Management Company and to indemnify the Transferee pending the transfer of maintenance responsibility to the Management Company from any costs and claims relating to them
- 3 To comply with the requirements of any Public Authority in relation to the development of the Estate during the Development Period

Part 14 Rules Relating to Rights

The Rights in this Transfer are (unless otherwise expressly stated) granted and reserved and subject to the rules of construction and interpretation in this Part as set out below.

- 1 The Rights are for the whole and each part of the Benefitting Interests over the whole and each part of the Servient Land but subject to the provisos in this schedule.
- 2 The Rights are to be exercised in accordance with the following rules:
 - 2.1 A person or body exercising any Right must do as little damage as possible to the Servient Land and make good without undue delay any damage caused in the exercise of the Right to the reasonable satisfaction of the owner of the Servient Land
 - 2.2 A person or body exercising any Right will pay reasonable compensation for any damage that cannot be made good to Servient Land
 - 2.3 A person or body exercising any Right will comply with all regulations of any Public Authority or other competent authority (including in relation to planning building regulation and environmental regulation) insofar as they relate to the exercise of the Right
 - 2.4 The right to use any Visitor Parking Space is subject to:
 - 2.5.1 The reasonable regulations of the Management Company where the Visitor Parking Space is within the Estate Rentcharge Managed Facilities that are notified in writing;

2.5.2 The reasonable regulations (which the Transferee may request without imposing an obligation for that regulation to be made) of the Transferor during the Development Period;

2.5.4 The right of the Transferor during the Development Period to suspend the use of any Visitor Parking Space so far as is reasonably necessary to enable the construction of the Development and / or sales of the Units.

- 2.5 Entry under the Rights on to the Servient Land will only be exercised so far as is reasonably necessary or appropriate for the enjoyment of Right being exercised
- 2.6 The exercise of Rights relating to Construction on Servient Land will be in an Approved position and in accordance with an Approved method statement as to the execution of the Construction proposed
- 2.7 The exercise of the Rights (other than Rights of Way) involving any entry on to Servient Land will be after reasonable notice of not less than 7 days **except** in the case of emergency
- 2.8 The exercise of the Rights of entry on to Servient Land to Construct anything will avoid any land upon which a Unit has been built so far as is reasonably practicable
- 2.9 The Rights extend to and include entering Servient Land with so far as is reasonably necessary workmen plant scaffold machinery servants and agents
- 2.10 In exercising Rights any interruption of Services will be kept so far as practicable to a minimum and a person or body exercising any such Right will pay reasonable compensation for any interruption that be avoided and any interruption will be at such time as is Approved by the person or body affected on not less than 21 days notice
- 2.11 The Rights are not granted exclusively and are exercisable in common with the corresponding Rights of the owner of the Servient Land and all other persons or bodies lawfully entitled to exercise those or similar Rights
- 2.12 The Rights are granted and reserved only to the extent of the Servient Land owned by the Parties at the date of this transfer and where Rights are to be exercised over after acquired land then the Parties will do all such acts and things including executing deeds to the extent reasonably and properly required to give effect to their intentions for the grant and reservation of Rights over after acquired land in respect of the Rights
- 2.13 The Rights granted to the Transferee for the Property in this Transfer in the Part entitled Rights Granted do not apply to and may not be exercised over any electricity sub-station gas governor pumping station or similar Service Installations on the Estate

Part 15 Rules Relating to Covenants

The Covenants agreements and declarations contained in this Transfer are subject to the rules of construction and interpretation in this Part as set out below.

- 1 Covenants and agreements made by two or more persons or bodies shall be deemed to be joint and several where appropriate.
- 2 The Covenants are to bind the Servient Land and the whole and each part of it and are for the benefit of the Benefitting Interests (unless expressly stated otherwise) and the whole and each part of Benefitting Interests but not so as to render a person or body personally liable after parting with all interest in that part of any Servient Land where a breach occurs (except as otherwise provided in this Transfer)
- 3 The Transferee only ceases to be liable for the performance of the Transferees obligations under this Transfer when the Transferee has complied with the provision contained in the Part entitled Restrictions on Dispositions
- 4 The Covenants that prohibit an occurrence action activity or thing includes a prohibition on permitting or allowing the prohibited occurrence action activity or thing as well as direct breach of the Covenant
- 5 The Covenants that prohibits an occurrence action activity or thing by reference to a single verb (such as "*Construct*" or "*Keep*") includes all other descriptions of the action activity or thing that does or might lead to the breach of the Covenant so that it may not be avoided on a technicality of construction of the Covenant
- 6 The term Detrimental will be construed and any dispute determined having regard to the setting and locality of the Servient Land in respect of which the breach occurs and reasonable and objective consideration of what might be regarded as Detrimental having regard to all relevant factors including the Characteristics and the Authorised Uses
- 7 Where Construction of anything receives Approval or is pursuant to an Approval then implementation of actual Construction will not be an actionable breach of Covenants where Construction is implemented in a timely orderly and reasonable manner
- 8 An Approval may not be unreasonably withheld or delayed and may not be withheld on the grounds that a demand for a money payment is made (other than reasonable expenses of considering the request and providing the Approval) so that it is not reasonable to withhold Approval based on a demand for money other than in respect of reasonable expenses
- 9 The person or body seeking an Approval will provide to the person or body from whom Approval is sought all reasonable and necessary information that will facilitate an informed and timely decision and it will be reasonable to withhold consent to a request for Approval in the absence of reasonable and proper information

Part 16 Rules of Interpretation

- 1 Reference to any of the Parties to this Transfer whether collectively or individually will where appropriate include successors in title to them except where expressly stated otherwise
- 2 The singular includes the plural and masculine gender includes the feminine and neutral genders and vice versa
- 3 References to any of the Parties to this deed whether collectively or individually will including where appropriate occupiers tenants and licensees of the Parties

- 4 Defined terms may be used in the singular or the plural and verbs may be used in any tense and will be construed accordingly
- 5 Where liability for Maintenance or a contribution is according to user then user will be determined in accordance with the following rules:
 - 5.1 Fixed equipment and standing charges that are not susceptible to material wear and tear through use will have the cost shared by equal division between the number of users or apportioned by reference to an alternative fair and objective criteria (e.g. floor area, Unit planned occupancy capacity); and
 - 5.2 Equipment Service Installations and wearing structures subject to material wear and tear and / or consumption will be Maintained by reference to the amount of use or consumption made by each of the users (and not divided equally between the total number of users)
6. The liability of Richard Kenneth Edwards and Mandy Edwards together as trustees of Edwards SSAS shall be limited at all times to the assets held in the Edwards SSAS from time to time

Part 17 Plan Designations

The Transferor, Transferee and Management Company agree that the Plan Designations set out in the table below apply to the terms of this Transfer and it is acknowledged that more than one Plan Designation may apply to an area(s) on the Plan

ITEM ON PLAN	DESIGNATION ON PLAN
	<p>Note: If none of the items exist on the Estate state NONE</p> <p>If items exist on the Estate but are not designated state NOT DESIGNATED</p>
Estate Rentcharge Management Facilities	THERE ARE TWO PLANS: Plan 1 and Plan 2
Estate Roads and Estate Paths	As shown on Plan 2 tinted green, tinted brown and tinted pink, and to include the Estate Roads and Estate Paths (until adopted, if at all, by the local highways authority) and the Visitor Parking Spaces
Property	Shown tinted brown and tinted blue on Plan 2
Visitor Parking Spaces (where ever located)	Edged red on Plan 1
	Shown tinted grey to the east of the wording "Car Parking- 23 Spaces" in the eastern part of the Estate as shown on Plan 2 (to include the electric vehicle charging points)

	insofar as they remain owned by the Transferor and available for use.
--	---

Part 18 Rentcharge and Powers

- 1 The Transferee grants out of the Property to and for the benefit of the Management Company the Estate Rentcharge and a right of re-entry on the terms in this Part (and its Sub-Parts) set out below.
- 2 The Estate Rentcharge Owner is granted by the Transferee the right of re-entry and the Estate Rentcharge Owner shall have all the powers and remedies conferred by the Law of Property Act 1925 (save that s.121(4) of the Law of Property Act 1925 is excluded) to enable it to recover and compel the payment of the Estate Rentcharge and in addition if the Estate Rentcharge (or any part thereof) is unpaid three months after the date that payment has been demanded (payment having become due and notice of arrears being provided to the Transferee and any mortgagee of the Property whose interest is registered on the title of the Property) the Estate Rentcharge Owner may enter the Property and at its discretion

2.1 hold the Property or

2.2 do anything which is necessary to make good any default and remain in possession of the Property or the rents and profits from it until all monies due and the costs incurred by the exercise of this power are fully discharged

PROVIDED that if such arrears are not paid in full within 60 days of the aforementioned notice the Estate Rentcharge Owner shall give a further notice being not less than 30 days notice of its intention to take further action to any mortgagee of the Property whose interest is registered on the title of the Property.

Sub-Part 18.1 Transferees Rentcharge Covenants

The Transferee covenants with the Management Company to perform the Estate Rentcharge Covenants in this Sub-Part set out below.

- 1 To pay the Estate Rentcharge as estimated for the variable element of the Estate Rentcharge (or an appropriate proportion thereof in respect of the payment due on the date of this Transfer) to the Estate Rentcharge Owner in advance of the Estate Rentcharge Payment Date or if later within 5 working days on receipt of a demand for payment from the Estate Rentcharge Owner
- 2 Within 5 working days of receipt of a Certificate to pay to the Estate Rentcharge Owner any shortfall between the estimated Estate Rentcharge paid and the amount of the Estate Rentcharge so certified
- 3 To pay interest to the Estate Rentcharge Owner at the rate of 4% above the base rate of Lloyds Bank plc for the time being on any part of the Estate Rentcharge as shall be unpaid by the Transferee 28 days after the date of demand together with any costs properly incurred by the Estate Rentcharge Owner in recovering any arrears of the Estate Rentcharge
- 4 Not to do or permit to be done within any Estate Rentcharge Managed Facilities anything which may obstruct or result in loss or damage to or interference with the Estate Rentcharge Managed Facilities

- 5 Not to use the Estate Rentcharge Managed Facilities except for their intended purpose and use
- 6 To comply with all regulations that the Estate Rentcharge Owner makes pursuant to the Ancillary Estate Rentcharge Agreement and Declaration contained in this Part of this Transfer

Sub-Part 18.2 Management Company Rentcharge Covenant

The Management Company covenants with the Transferee to perform the obligations on behalf of the Estate Rentcharge Owner and the Management Company covenants with the Transferor to perform the obligations in this Sub-Part as set out below.

1. To Maintain the Estate Rentcharge Managed Facilities and the related structures and equipment
2. To keep the Estate Rentcharge Managed Facilities fully insured against property owners' public and third party liability and such other risks as the Estate Rentcharge Owner deems necessary with a reputable insurance company in such sums as the Estate Rentcharge Owner reasonably considers necessary in the general interest of the owners of the Estate and the Units on it
3. To provide such staff as the Estate Rentcharge Owner reasonably considers necessary in order to fulfil its obligations including (where appropriate) the appointment and payment of managing agents and professional advisers
4. To pay all outgoings which are payable in respect of the Estate Rentcharge Managed Facilities and which do not fall to be paid by any other person or body including Service Suppliers and Public Authorities
5. To collect and set aside such sums as the Estate Rentcharge Owner shall reasonably determine as being necessary to provide a reserve fund for anticipated expenditure not incurred on an annual basis
6. To comply with all statutory obligations of the Estate Rentcharge Owner and generally to manage administer and protect the Estate Rentcharge Managed Facilities
7. To ensure that all other properties forming part of the Estate are sold on terms similar to those contained in this transfer, and to enforce the covenants contained in such other transfers against the other owners and occupants of the properties on the Estate as and when required.

Sub-Part 18.3 Calculation of the Estate Rentcharge

The Parties agree that the Estate Rentcharge shall be calculated in accordance with the method and rules in the Sub-Part set out below.

1. Before the commencement of each Estate Rentcharge Financial Year (or as soon as possible in each Estate Rentcharge Financial Year) the Estate Rentcharge Owner or its managing agent shall provide the Transferee with an estimate of the Estate Rentcharge Expenditure anticipated to be incurred in that Estate Rentcharge Financial

Year and an estimate of the Estate Rentcharge for that Estate Rentcharge Financial Year

2. The variable amount of the Estate Rentcharge shall be a fair and proper proportion of the Estate Rentcharge Expenditure or estimated Estate Rentcharge Expenditure as reasonably determined from time to time by the Estate Rentcharge Owner having regard to the number of Units constructed or to be constructed on the Estate and which are liable to pay the Estate Rentcharge on the basis that the whole of the Estate Rentcharge Expenditure is to be recovered from the owners of the Units subject to the receipt and credit of any contributions received from owners outside the Estate towards the Estate Rentcharge Expenditure and liabilities due in respect of the Estate Rentcharge Managed Facilities or their equivalent outside of the Estate
3. As soon after the end of each Estate Rentcharge Financial Year as is reasonably practicable the Estate Rentcharge Owner shall provide the Transferee with a Certificate for that Estate Rentcharge Financial Year
4. If the Certificate specifies an amount for the Estate Rentcharge less than any estimated Estate Rentcharge paid in respect of that Estate Rentcharge Financial Year then such overpayment shall be credited to the Transferees next payment of the Estate Rentcharge
5. Any omission by the Estate Rentcharge Owner to include in the Certificate for any Estate Rentcharge Financial Year a sum expended or a liability incurred in that Estate Rentcharge Financial Year shall not preclude the Estate Rentcharge Owner from including such sum or the amount of such liability in the Certificate for any subsequent Estate Rentcharge Financial Year

The parties agree that the following items shall not under any circumstances form part of the Estate Rentcharge Expenditure:

6. Any capital expenditure incurred in relation to the initial construction of the Estate including but not limited to the laying of the wearing course on the Access Ways;
7. The cost of repairing any damage or fair wear and tear caused to the Access Ways by construction vehicles during the Development Period;
8. The cost of remedying any inherent defects in the Estate Rentcharge Managed Facilities arising as a result of the faulty or defective design or workmanship.
9. The cost of carrying out any remedial work arising as a result of environmental liability in relation to the Estate Rentcharge Managed Facilities.

Sub-Part 18.4 Ancillary Estate Rentcharge Agreement and Declaration

The Parties agree that the ancillary terms in this Sub-Part set out below will apply to the Estate Rentcharge.

1. If at any time the Estate Rentcharge Owner considers that it would be in the general interest of the owners of Units on the Estate to provide or discontinue a service from the Estate the Estate Rentcharge Owner may provide or discontinue that service as appropriate provided that in deciding whether or not to provide or discontinue any

service the Estate Rentcharge Owner is to give proper consideration to the views and wishes of the majority of the owners of the Units

2. The Estate Rentcharge Owner (acting reasonably) may make and at any time on prior notice to the Transferee vary or waive any regulations relating to the Estate Rentcharge Managed Facilities as it thinks fit in the general interest of the owners of the Units on the Estate
3. The Estate Rentcharge Owner may at any time and from time to time in their reasonable discretion determine that any land facility or anything else then forming part of the Estate Rentcharge Managed Facilities shall cease to be part of the Estate Rentcharge Managed Facilities and / or that any land facility or anything else not then being included in the Estate Rentcharge Managed Facilities shall become part of the Estate Rentcharge Managed Facilities (and the definition of Estate Rentcharge Managed Facility will be read and construed accordingly)
4. In the event of the location or extent of the Estate Rentcharge Managed Facilities being at any time or times varied as above then the rights granted to the Transferee in this Transfer shall be extinguished in respect of any land facility or anything else which ceases to be part of the Estate Rentcharge Managed Facilities and the rights granted to the Transferee in this Transfer shall extend over any land facility or anything else which becomes comprised in the Estate Rentcharge Managed Facilities provided that nothing in this or the preceding sub-clause shall in any way adversely affect the exercise of the Transferees rights over the Estate Roads and / or the Estate Paths

Sub-Part 18.5 Restriction on Dispositions

The terms in the Sub-Part as set out below will apply for the regulation of Dispositions of the Property.

1. The Transferee covenants with the Transferor and the Management Company not to dispose (other than by way of mortgage or lease less than 7 years) of the Property unless the disponent:
 - 1.1 enters into and delivers a direct covenant with the Management Company in the form of the deed set out in the Sub-Part entitled Model Deed of Direct Covenant; and
 - 1.2 has either become a member of the Management Company or has made a written application to the Management Company to become a member
2. The Transferor and the Transferee apply to enter the following standard form restriction against the title of the Property:

“No disposition of the registered estate (other than a charge) 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 certificate signed by a conveyancer that the provisions of clause 1 of the Sub-Part 18.5 *{entitled Restriction on Dispositions}* Clause 1 of a transfer dated *{date of this transfer}* between *{name of Transferor in this transfer}* (1) and *{name of Transferee in this transfer}* (2) have been complied with or do not apply.”

Part 19 Model Deed of Direct Covenant

The Parties agree that the form of model deed specified in this Transfer in the Sub-part entitled Restrictions on Dispositions will be in the form in this Sub-part set out below.

THIS DEED OF COVENANT is made on the *{insert date signed}*

1. Parties

1.1 *{new owner}* of *{new owners address}* ('Transferee') and

1.2 *{Name of Management Company in this transfer}* of ('Company')

2. Background

This Deed is supplemental to a transfer dated the *{insert the date of the transfer}* made between (1) *{The Transferor named of this transfer}* (2) the Company (3) *{insert name of first owner being the transferee in this transfer}* ('Transfer') in respect of *{insert the description of the Property to which this deed relates being the Property described in this transfer}* ('Property')

3. Operative Provisions

3.1 The Transferee covenants with the Company to observe and perform the covenants on the part of the Transferee in the Transfer as if the Transferee was a party to the Transfer

3.2 The Transferee covenants to pay the reasonable costs of the Company in connection with this Deed

Executed as a Deed by the Transferee
in the presence of:

Part 20 Definitions

The Parties agree that the terms specified in the first column will have the meanings specified in the second column of the table in this Part as set out below.

Access Ways	means the Estate Roads and the Estate Paths
Adopted	means those parts of Service Installations, if any, that will become (or it is intended will become) maintainable by a Public Authority or Service Supplier as appropriate and <i>Adoption</i> will construed accordingly
Alter	means reasonable and necessary changes of the position (horizontally or vertically) line depth height size capacity and materials
Apparatus	means as specified in the Part of this Transfer entitled Rights Reserved and Covenants for Undertaker

Approval	means consent to be given by a person or body under the terms of this Transfer by one of the Parties in writing and " <i>Approve</i> " and " <i>Approved</i> " will be construed accordingly
Authorised Use	means any use within Use Classes B1, B2 and B8 of the Town and Country Planning (Use Classes) Order 1987 (as at 31 August 2020);
Benefitting Interests	means the property and / or interests, as appropriate comprising the Property, the Estate, or the assets and interests of any Public Authority or the Service Supplier that benefits from Rights or Covenants in this Transfer
Boundary Structure	means anything along a boundary line or adjacent to a boundary line including, but not limited to fences walls hedges buildings parts of buildings roof structures boundary markers and kerbs
Certificate	means a written confirmation containing a summary of the Estate Rentcharge Expenditure and specifying the amount of the Estate Rentcharge for any Estate Rentcharge Financial Year
Characteristics	<p>means the features of an activity or thing that has to be considered under the terms of this Transfer in relation to the Property or any activity or thing on it relating to:</p> <ul style="list-style-type: none"> ➤ odour generated ➤ visual appearance (when stored outside of any building on the Property) ➤ noise emitted (including from audio equipment) ➤ danger (actual or potential) ➤ number (quantity or amount) ➤ frequency of occurrence ➤ size ➤ height ➤ Weight ➤ proximity to Units or Boundary Structures, ➤ use ➤ condition ➤ any other characteristic or circumstance relating to the thing or activity under consideration on the terms of this deed
Construct	means build lay connect manufacture plant grow create and <i>Constructed</i> will be construed accordingly
Covenants	means the covenants whether positive or negative (restrictive) entered into by any of the Parties pursuant to the terms of this Transfer

Create	means form or do any act or thing leading to the making construction or origination of any act or thing
Detrimental	means any Characteristic that is a material nuisance or annoyance and / or has a material adverse impact on the enjoyment of or value of any Unit on the Estate in respect of which detriment is being considered and " <i>Detriment</i> " will be construed according
Development	means the development of the Estate and the component parts of it including but not limited to the Units the Access Ways the Service Installations Boundary Structures Projections the Infrastructure and the Estate Managed Facilities
Development Period	means the period of development and Construction of the Development until all Units have been Constructed and transferred to a new owner
Dominant Tenement	means as specified in the Part of this Transfer entitled Rights Reserved and Covenants for Undertaker
Estate	means the land comprising circa 4.79 acres and the whole or parts of it as appropriate the structures on it now or formerly comprised in the title number noted in Panel 1 of this Transfer (and includes all and any of the Estate Rentcharge the Estate Rentcharge Managed Facilities the Development and the Units to the extent that they are on or within the title of the Estate noted in Panel 1), shown for the purposes of identification only with a red dotted line on Plan 1 attached hereto
Estate Paths	means the footpaths (if any), and the lampposts within them (if any), serving a number of Units on the Estate and the Property which will be maintained by the Management Company including the Estate Paths that are or may be shown on Plan 2 in accordance with the Plan Designations
Estate Rentcharge	means the fixed Estate Rentcharge sum of £1.00 per annum and the further variable Estate Rentcharge sums charged on and issuing out of the Property which further variable sums are charged and calculated on the terms set out in the Part of this Transfer entitled Rentcharge and Powers
Estate Rentcharge Expenditure	means the aggregate of all costs charges expenses and outgoings of any sort incurred by the Management Company in relation to and complying with all its obligations set out in the Sub-Part of this deed entitled Management Companies Rentcharge Covenants and <i>Estate Rentcharge Expenditure</i> will be construed accordingly

Estate Rentcharge Financial Year	means each period of a year ending on the 31 st December in each year or other date as the Management Company shall determine and <i>Estate Rentcharge Financial Year</i> will be construed accordingly
Estate Rentcharge Managed Facilities	means the areas of land and Service Installations Access Ways Parking Spaces Boundary Structures and any buildings and other structures facilities and amenities within the Estate, or as appropriate beyond the Estate boundaries, for which the Management Company assumes responsibility for Maintenance whether alone or in conjunction with others (including temporarily pending Adoption) including in relation to but not limited to: <ul style="list-style-type: none"> • Traffic and its management; • Waste management; • Services; • Security including lighting; • Public and restricted access open space recreation facility and amenity; • Ornamental and aesthetic features an amenities; • General amenity.
Estate Rentcharge Owner	means the Management Company or the owner for the time being owning or entitled to the benefit of the Estate Rentcharge
Estate Rentcharge Payment Date	means the date of completion of this deed and afterwards on the 1st January in each year or other date as the Management Company shall determine
Estate Roads	means the roads carriageways footpaths and verges (if any), and the lampposts within them (if any), on the Estate which serve the Property the Estate the Units and the Development and the Estate Rentcharge Managed Facilities which will be maintained by the Management Company including the Estate Roads which are or may be shown on Plan 2 in accordance with the Plan Designations
Estate Sewers	means as specified in the Part of this Transfer entitled Rights Reserved and Covenants for Undertaker
Existing Title Provisions	means the Rights, covenants and all other matters that are contained or referred to in the title of the Estate out of which the Property is transferred
Infrastructure	means Services Installations Access Ways or other structures built or Created to facilitate the Construction and use of the Estate and the Units on it and the Estate Rentcharge Managed Facilities and in the locality that belong (or are intended to belong) to the Service Suppliers or Public Authorities

Keep	means own retain or permit to be retained any item or thing
Maintain	means repair renew replace upgrade cultivate replant and any other action reasonably necessary to continue the enjoyment of the subject matter in respect of which the maintenance takes place and <i>Maintaining Maintenance</i> and <i>Maintainable</i> will be construed accordingly
Management Company	means the company specified in Part of this Transfer entitled Additional Party to this Transfer
Part	means a part of this Transfer which is designated with a number and a descriptive heading and <i>Sub-Part</i> will be construed accordingly
Party	means the Transferor, the Transferee and the Management Company individually and collectively as appropriate to this deed and " <i>Parties</i> " will be construed accordingly
Party Structure	means and shall have the meaning given to it within Section 20 of the Party Walls Act 1996
Plan 1 and Plan 2	means the plans annexed to this Transfer, and marked accordingly, which shows the extent of the Property and the items as indicated in accordance with the Plan Designations
Plan Designations	means the statement of the items specified in this Transfer which are or may be shown on Plan 1 and Plan 2 and the manner in which those items are shown on Plan 1 and Plan 2 as set in the Part of this Transfer entitled Plan Designations
Prohibited Structures	<p>means any</p> <ul style="list-style-type: none"> ➤ additional building on the Property; ➤ extension of or material external alteration to the Property including the Unit the Boundary Structures and any other structures on it; ➤ new apertures Constructed in the Unit the Boundary Structures and any other structures on the Property (which includes replacing obscure glass with clear glass and making fixed windows opening windows) that face or overlook any other Unit on the Estate; <p>without prior Approval of the Transferor during the Development Period and afterwards by the Management Company</p>

Prohibited Vegetation	means vegetation of any type that grows to a height of over 3 metres from the adjacent ground other than individual specimen trees and shrubs that do not cause Detriment to other Units and Unit Owners or vegetation (exceeding 3 metres in height) that cannot be removed or reduced because of Planning Regulation or Controls applicable to that vegetation
Projections	means eaves overhangs gutters downpipes flues structural connections ties foundations and any structures on any part of the Property or the Estate that protrude into or over any part of the Estate or the Property (as appropriate) which now exist or come into existence pursuant to the Rights
Property	means the Property described in this Transfer shown on Plan 1 and in accordance with the Plan Designations which is transferred on the terms of this Transfer and includes the Unit on it
Public Authority	means local authorities (whether acting under general or specific power or function) including planning highway and environmental authorities and <i>Public Authorities</i> will be construed accordingly
Rights	means the Rights granted and / or excepted and reserved under the terms of this Transfer
Right of Way	means a right to pass and re-pass and where appropriate turn at all reasonable times for the Authorised Uses (over the surfaces and land or property over which a right of way is granted) on foot and with vehicles on those parts constructed for use with vehicles
Rules of Interpretation	means the rules of construction and interpretation that apply to the terms of this Transfer set out in the Part entitled Rules of Interpretation
Rules Relating to Covenants	means the rules of construction and interpretation and provisions that govern the operation of the Covenants set out in the Part entitled Rules Relating to Covenants
Rules Relating to Rights	means the rules of construction and interpretation and provisions that govern the exercise of the Rights as set out in the Part entitled Rules Relating to Rights
Service Easement Strips	means the areas of land that are adjacent to Service Suppliers Service Installations that are subject to the Service Suppliers regulations controlling activity and building on the Service Easement Strips

Service Installations	means any wires, cables, pipes, conduits, ducts, fibres, aerials, satellite receivers and dishes, connection systems, compounds and enclosures manholes, tanks, chambers, pumps, treatment plants, digesters, culverts, watercourses, trenches, ditches, ponds, soakaways, water attenuation tanks, evaporation beds and all associated structures and apparatus for the supply or discharge of the Services whether mains or private including as appropriate those on the Property or the Estate
Services	means any water, surface water, groundwater, foul water, soil, sewage, gas, electricity, telephone, and digital signals, whether Adopted or private
Service Suppliers	means the supply companies or corporate bodies or statutory authorities or other legal entity that deliver any of the adopted or publicly maintained Services for the Property the Estate and the Units on it the Estate Rentcharge Managed Facilities (or to the locality) and <i>Service Supplier</i> will be construed accordingly
Servient Land	means any land or property over which Rights are exercisable or Covenants apply
Transferor	means the Transferor noted in Panel 5 of this Transfer and where the context required the Management Company and the Estate Rentcharge Owner
Visibility Obstruction	means anything (whether a structure or vegetation or otherwise) that impedes visibility required in the interests of highway safety over any Visibility Splay
Visibility Splay	means the part of the Property or the Estate must be kept clear of obstructions to visibility as required by any Public Authority pursuant to a Planning Permission or otherwise.
Visitor Parking Spaces	means the parking spaces (if any) on the Property or other Units on the Estate the Access Ways or the Estate Rentcharge Managed Facilities constructed for the use of visitors to the Property or other Units on the Estate on the terms of this Transfer which are shown on Plan 2 in accordance with the Plan Designations
Unit	means the commercial unit(s) constructed on the Property or the Estate and associated structures
Use	means in respect of the item to which the description relates do make use of Keep and enjoy as appropriate
Undertaker	means as specified in the Part of this Transfer entitled Rights Reserved and Covenants for Undertaker

--	--

SIGNED AND DATED AS A DEED ON THE DATE STATED ABOVE

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

EXECUTED as a DEED by GPG PROJECTS LIMITED
acting by a director, Spencer Louis Popham

DIRECTOR SIGN HERE

WITNESS SIGN HERE

WITNESS NAME

WITNESS ADDRESS

EXECUTED as a **DEED** by **MERCURY BUSINESS PARK MANAGEMENT COMPANY LIMITED**

acting by a director, Spencer Louis Popham

DIRECTOR SIGN HERE

WITNESS SIGN HERE

WITNESS NAME

WITNESS ADDRESS

EXECUTED as a **DEED** by
RICHARD KENNETH EDWARDS

In the presence of:

DSIGN HERE

WITNESS SIGN HERE

WITNESS NAME

WITNESS ADDRESS

EXECUTED as a **DEED** by
MANDY EDWARDS
In the presence of:

SIGN HERE

WITNESS SIGN HERE

WITNESS NAME

WITNESS ADDRESS

WARNING

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

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

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

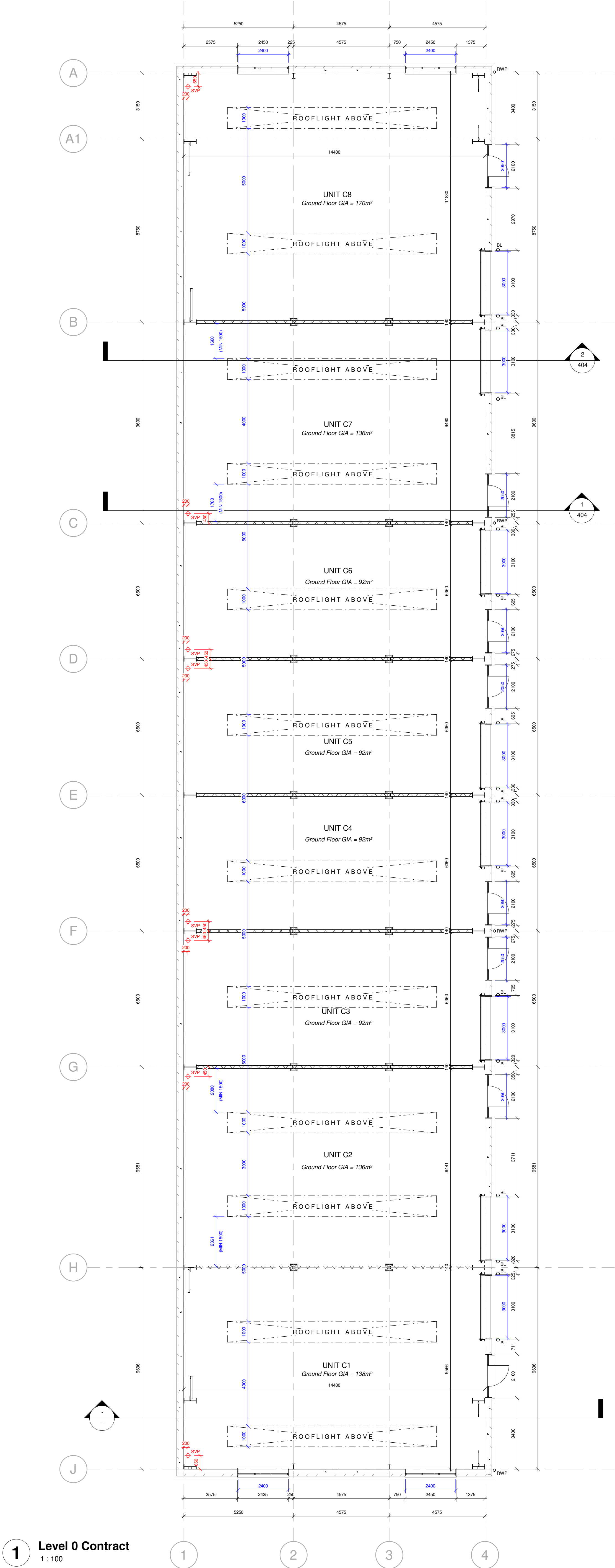


© Crown copyright (ref: LR/HO) 09/14

Appendix 2- Specification and Plans



© Angus Meek Partnership. Not to be reproduced in part or whole, without consent.
Any discrepancies to be reported to the architect. Contractors to verify all dimensions and sizes on site



1 Level 0 Contract
1 : 100

BLOCK E AREAS		
Name	Area (m²)	Area (ft²)
UNIT C1	138 m²	1486 ft²
UNIT C2	136 m²	1467 ft²
UNIT C3	92 m²	989 ft²
UNIT C4	92 m²	989 ft²
UNIT C5	92 m²	989 ft²
UNIT C6	92 m²	989 ft²
UNIT C7	137 m²	1470 ft²
UNIT C8	171 m²	1837 ft²

Date	Description	Drawn	Rev.
------	-------------	-------	------

**ANGUS MEEK
ARCHITECTS**

Cedar Yard, 290A Gloucester Road, Bristol, BS7 8PD
T 0117 942 8286 E architecture@angusmeek.co.uk

Job Name:
Mercury Business Park
Bradninch, Exeter

Drawing Title:
FORMERLY BLOCK E: Ground Floor Plan - CONTRACT

Drawing Status:
CONTRACT

Client:
GPG Dev.

Scale
1 : 100 @ A1

Date
December 2022

Job No.
2636

Stage
C.

Sheet
@ A1

Drawn
DM

Checked
MLFT

Drawing No.
501

Rev.

© Angus Meek Partnership. Not to be reproduced in part or whole, without consent.
Any discrepancies to be reported to the architect. Contractors to verify all dimensions and sizes on site.

BUILDING MEASUREMENTS: Refer to Floor Plans

Substructure -	Vibro-stone compacted ground improvement to building footprint; concrete pad and strip foundations; reinforced concrete slab, power floated finish; granular sub-base; damp proof membrane; masonry up to dpc level.
Frame -	Structural steel frame; steel in ground shall be treated with 2 coats of bituminous paint and encased in concrete; 1hr fire resistance to structural steel members as required by regulations; service loading of 0.15kN/m2.
Upper Floors & Stairs -	Excluded.
Roof -	Kingspan KS1000 RW trapezoidal insulated composite roof panels; fixed over 'Z' purlin liner system; powder coated highline gutters and downpipes; maximum U value of element 0.21W/m2.K. Internal face of the roof to be finished with exposed purlins & the composite roof panel inner lining.
External Walls -	Kingspan KS1000 RW trapezoidal insulated composite wall panels; fire rated construction where required by regulations; maximum U value of element 0.21W/m2.K.
Windows & External Doors -	Glazed aluminium windows and pedestrian main entrance doors; electrically operated roller shutter doors; mastic sealed externally; exposed insulation where applicable internally; maximum U value of windows & doors to meet regulation.
Internal Division Walls -	Party walls between units to comprise 140mm thick overall fair faced blockwork up to circa 3.4m from FFL with 146mm jumbo stud above with plasterboard finish; fire stopping all around as necessary to achieve 1 hr fire resistance;
Wall Finishes -	Blockwork to party walls to be fair faced unpainted blockwork. Exposed plasterboard to be taped, jointed and white painted. Internal face of the outer walls to be finished with exposed purlins & cladding liner.
Floor Finishes -	All floors shall be left as exposed power floated concrete.
Fittings -	Generally excluded except double electrical socket adjacent distribution board.
WC -	Excluded. Drainage point and water supply provided for future installation by others.
Mechanical & Electrical-	Incoming mains services and meters – electric, water, foul drainage & BT duct. Electric – 45kVA 3 Phase supply with meter & distribution board. BT – Ducting routed to services location. Phone line orders to be placed by occupier. Water – 32mm water supply capped off inside unit. External water meter.
External Works -	Reinforced concrete yard 200mm thick with brushed finish; topsoiling & planting to landscaped areas where applicable.
Drainage -	Foul and surface water drainage system complete with manholes; Foul Water Drainage: 1 No. 100mm diameter connection within unit.
Note -	GPG reserves the right to amend this specification with equivalent or enhanced products.

Appendix 3 – Collateral Warranties

Appendix 3 – Collateral Warranties

Deed of Warranty - Architect

In favour of a Purchaser in
relation to Mercury Business
Park, Exeter

Dated

2023

Angus Meek Partnership Limited (1)

[] (2)

Devon Contractors Ltd (3)

Contents

1	Duty of Care	2
2	Professional Indemnity Insurance.....	2
3	Assignment	3
4	Copyright.....	3
5	Extraneous Rights.....	3
6	Contracts (Rights of Third Parties) Act 1999	4
7	Expiry of Warranty	4
8	Service of Notice.....	4
9	Governing Law	4
10	Interpretation	4
	Schedule 1 Project Data	6

THIS DEED IS DATED

2023

BETWEEN:

- (1) **Angus Meek Partnership Limited t/a Angus Meek Architects** (incorporated in the United Kingdom under company number: 02014552 whose registered office is at Cedar Yard, 290a Gloucester Road, Bristol BS7 8PD (the "**Consultant**") which expression shall include its successors in title and permitted assigns
- (2) [] (Company No []) whose registered office is [] (the "**Beneficiary**") which expression shall include its successors in title and permitted assigns and any party to whom this Appointment is novated;
- (3) **Devon Contractors Limited** (Company No 00533232) whose registered office is at Clyst Court, Hill Barton Business Park, Clyst St Mary, Exeter (the "**Contractor**")

WHEREAS:

- (A) By the Appointment the Employer appointed the Consultant to carry out services and duties in relation to the Development (the "Services").
- (B) The Employer and the Contractor have entered into the Building Contract for the construction of the Works.
- (C) By a deed of novation the Appointment was novated to the Contractor.
- (D) Under the Appointment the Consultant agreed to enter into this Deed with the Beneficiary.

IT IS AGREED AS FOLLOWS:

1 Duty of Care

The Consultant undertakes and warrants to the Beneficiary that it has exercised and will continue to exercise reasonable skill and care to see that it has:

- 1.1 performed and/or subject to the terms of the Appointment shall perform the Services and its other obligations under the Appointment, and that in doing so it has used and/or shall use all the skill, care and diligence reasonably to be expected of a competent and suitably qualified and experienced consultant undertaking services and duties, similar to the Services in relation to projects of a similar value, complexity and character to the Development.
- 1.2 exercised and will exercise the standard of reasonable skill, care and diligence described in Clause 1.1 not to specify any products or materials for use, and not to approve for use in the Development any materials which at the time of specification:
 - (a) by their nature or application contravene any British standard or EU equivalent;
 - (b) are generally considered to be deleterious within the building design professions in the UK, in particular circumstances in which they are specified for use, to health and safety and or the durability of the Development.

2 Professional Indemnity Insurance

- 2.1 The Consultant warrants to the Beneficiary that it has professional indemnity insurance conforming to the Insurance Requirements.
- 2.2 The Consultant agrees to maintain such insurance at all times until twelve (12) years after practical completion of the Development (or, if sooner until twelve (12) years after the

termination of the employment of the Consultant under the Appointment), provided such insurance is available on commercially reasonable terms having regard (inter alia) to premiums required and policy terms obtainable.

2.3 If for any period such insurance is not available on commercially reasonable terms, the Consultant shall inform the Beneficiary forthwith and the Consultant shall obtain in respect of such period such reduced cover (if any) as is available and as would be fair and reasonable in the circumstances for the Consultant to obtain.

2.4 When reasonably requested by the Beneficiary, the Consultant shall provide to the Beneficiary documentary evidence that the insurance required under this Deed is being maintained.

3 Assignment

3.1 The Beneficiary may assign all of its rights under this Deed:

- (a) to any Funder and by way of re-assignment on redemption; and
- (b) by absolute assignment to any Group Company of the Beneficiary; and
- (c) by absolute assignment on two other occasions only.

3.2 In this Deed references to the Beneficiary include where the context admits its permitted assignees, but not so as to permit more than two assignments under clause 3.1.

3.3 The Consultant shall not be entitled to contend that any person to whom this Deed is assigned in accordance with clause 3.1 is precluded from recovering under this Deed any loss incurred by such assignee resulting from any breach of this Deed, (whenever happening) by reason that such person is an assignee and not the named promisee hereunder.

4 Copyright

4.1 The Consultant grants to the Beneficiary an irrevocable, non-exclusive royalty-free licence to use and reproduce all drawings, calculations, reports, specifications and/or other documents produced by or on behalf of the Consultant under the Appointment (excluding internal memoranda, working papers and templates) and any designs contained in them ("Documents") for any purpose connected with the Development (other than by the reproduction of any such designs in any extension to the Development) and to grant sub-licences in the terms of this licence but copyright in the Documents shall remain vested in the Consultant. The Consultant will not be liable for any use of the Documents for any purposes other than those for which the Consultant produced them. The Beneficiary shall on written request and upon paying a reasonable copying charge, be entitled to be supplied by the Consultant with full and proper copies of the Documents.

4.2 The Consultant agrees to waive any right to be identified as author of the Documents in accordance with section 77, Copyright Designs and Patents Act 1988 and any right not to have the Documents subjected to derogatory treatment in accordance with section 80 of that Act as against the Beneficiary or any licensee or assignee of the Beneficiary.

4.3 The Consultant warrants to the Beneficiary that the use of the Documents for the purposes of the Development will not infringe the rights of any third person.

5 Extraneous Rights

5.1 This Deed shall not negate or diminish any duty or liability otherwise owed by the Consultant to the Beneficiary.

5.2 No approval or inspection or review of the Development or of any designs or specifications and no testing of any work or materials by or on behalf of the Beneficiary and no omission to

inspect or test or review or to disapprove shall negate or diminish any duty of care and/or obligation of the Consultant arising under this Deed.

5.3 The duties or liabilities of the Consultant under this Deed shall be no greater than the duties or liabilities the Consultant would have had to the Contractor under the Appointment had the Beneficiary been named as the employer of the Consultant in the Appointment.

5.4 In any action arising under this Deed the Consultant shall be entitled to rely upon the same defences as the Consultant would be entitled to raise under the Appointment in defence of such claim (but, for the avoidance of doubt, not for this purpose taking account of any set-off or counterclaim against the Contractor or any agreement to vary the terms of the Appointment or any waiver of rights under the Appointment as would prejudice the Beneficiary's rights under this Deed unless the Beneficiary has given its written consent such consent not to be unreasonably withheld) provided always that the Consultant shall not be entitled to raise any defence against a claim by the Beneficiary on the basis that any loss incurred by the Beneficiary is not a loss to the Contractor.

6 Contracts (Rights of Third Parties) Act 1999

This Deed is not intended to confer any rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

7 Expiry of Warranty

No proceedings shall be commenced against the Consultant under this Deed more than twelve (12) years after practical completion of the Development (or, if earlier, more than twelve (12) years after the employment of the Consultant under the Appointment is terminated).

8 Service of Notice

Any notice to be served under this Deed must be in writing and must be served by hand or by recorded delivery, and in the case of a corporation must be served at its registered office for the time being. In any other case notice may be served at any address for the time being of the person to be served. Service shall take effect, if given by hand, on the date of delivery. If given by post, it shall take effect two (2) days after posting, excluding Saturdays, Sundays and statutory holidays.

9 Governing Law

This Deed shall be governed by English law and the English courts shall have jurisdiction with regard to all matters arising under it.

10 Interpretation

10.1 In this Deed unless the context requires otherwise:

- (a) person includes any firm and any entity having legal capacity;
- (b) any term importing gender includes any gender;
- (c) any term importing the singular includes the plural and vice versa;
- (d) any reference to any Clause or Schedule is a reference to such Clause or Schedule of or to this Deed;
- (e) any reference to any enactment includes any statutory consolidation, re-enactment, amendment or replacement of it and any subordinate legislation under it;
- (f) references to the Beneficiary shall be deemed to include its successors in title and assigns;

- (g) clause headings do not form part of or affect the interpretation of this Deed; and
- (h) words or phrases which appear in capitalised form in this Deed shall have the meanings set out in Schedule 1.

EXECUTED as a DEED, by the parties but not delivered until the date written at the start of this Deed

EXECUTED as a DEED by)	
Angus Meek Partnership Limited	)	.....
	)	Director
acting by:)	
)
	)	Director/Secretary

EXECUTED as a DEED by)	
)
	)	Director
acting by:)	
)
	)	Director/Secretary

EXECUTED as a DEED by)	
Devon Contractors Limited	)	.....
	)	Director
acting by:)	
)
	)	Director/Secretary

Schedule 1 Project Data

In this Deed:

Appointment: the appointment dated _____ under which the Employer appointed the Consultant as architect;

Building Contract: a building contract, which is based on JCT Design & Build Contract 2016 and entered into between the Employer and the Contractor;

Development: Mercury Business Park, Exeter;

Documents: has the meaning given in Clause 4;

Employer: GPG Projects Limited;

Funder: a person having or acquiring a mortgage or charge over the Development or the Site or any part of it and/or a financier of the Development or the Site or any part of it and/or any financier of a Purchaser and/or the Employer;

Group Company: any subsidiary company or holding company of the Beneficiary, or another subsidiary or holding company of such company, as "subsidiary" and "holding company" are defined in s1159, Companies Act 2006, (as amended);

Insurance Requirements: the requirements for the professional indemnity insurance maintained pursuant to Clause 2, which are that the limit of indemnity is not less than £2,000,000 (two million pounds) for any occurrence or series of occurrences arising out of each and every event, provided that such limit of indemnity may be in the aggregate for each year of insurance in respect of claims for pollution, contamination and data recognition;

Purchaser: a person having or acquiring a freehold interest in the Development or any part of it, or a purchaser for a capital consideration of a leasehold interest;

Site: Mercury Business Park, Exeter;

Tenant: a person having or acquiring a leasehold interest in the Development or any part of it (other than a Purchaser); and

Works: the works to be carried out by the Contractor under the Building Contract at the Site.

Contractor's Deed of Warranty

In favour of a Purchaser in
relation to Block C Unit [],
Mercury Business Park,
Exeter

Dated

2023

Devon Contractors Limited (1)
Beneficiary (2)
GPG Projects Limited (3)

CONTENTS

1	Duty of Care.....	1
2	Professional Indemnity Insurance.....	2
3	Assignment	2
4	Copyright.....	2
5	Extraneous Rights.....	3
6	Contracts (Rights of Third Parties) Act 1999	3
7	Expiry of Warranty	3
8	Service of Notice.....	3
9	Governing Law	4
10	Interpretation.....	4
	Schedule 1 : Project Data	6

DRAFT

DATE

2023

BETWEEN:

- (1) **DEVON CONTRACTORS LIMITED** (Company No. 00533232) of/whose registered office is at Clyst Court, Hill Barton Business Park, Clyst St Mary, Exeter , EX5 1SA (the "**Contractor**")
- (2) (Company No.) of/whose registered office is at (the "**Beneficiary** ")
- (3) **GPG PROJECTS LIMITED** (Company No. 10888223) of/whose registered office is at Woodhayne Farm, Combe Raleigh, Honiton, England EX14 4TG (the "**Employer**")

WHEREAS:

- (A) The Employer and the Contractor have entered into the Building Contract under which the Contractor has agreed to design and construct the Works required for the purposes of the Development.
- (B) Under the Building Contract the Contractor agreed to enter into this Deed with the Beneficiary.

IT IS AGREED in consideration of the sum of £10.00 paid by the Beneficiary, receipt of which the Contractor acknowledges, as follows:

1 Duty of Care

The Contractor undertakes and warrants to the Beneficiary that it has:

- 1.1 carried out and completed or will carry out and complete the Works with all due diligence and in accordance with and subject to the terms of the Building Contract;
- 1.2 observed and performed and will observe and perform all of its duties and obligations expressed in or arising under or out of the Building Contract;
- 1.3 carried out and completed or will carry out and complete the Works using workmanship and materials of the quality and standard set out in the Building Contract; and
- 1.4 exercised and will exercise the standard of skill, care and diligence described in Clause 1.5 not to specify for use or authorise or permit to be used in the Works or any part or parts thereof nor shall it cause to be used or suffer the use of any substances or materials that do not conform to British or European DIN Standards (where appropriate) or Codes of Practice (or where no such standard exists, in accordance with British Board Agrément Certificate), and are
- (a) known or suspected to be in themselves or as a result of the manner of their use a hazard to health and/or;
- (b) which at the time the Works had been carried out are generally known within the building industry or accepted as or reasonably suspected of:
- (i) being deleterious in themselves;
- (ii) becoming deleterious when used in a particular situation or in combination with other substances or materials and with passage of time or through poor workmanship during construction or without a higher level of maintenance than that which would normally be expected in a building of the type under construction; or

- (iii) being damaged by or causing damage to the structure on which they are incorporated or to which they are affixed.

For the purposes of Clause 1.4(b) "deleterious" materials or substances are those whose durability is lower than specified or lower than might reasonably be expected of a substance or material specified or used for the purpose in which it is used or specified in the Works, or one which reduces or might reduce the durability of substances or materials to which they are applied or fixed, or reduce the durability of the structures into which they are incorporated or which reduce or might reduce the durability of the Works or part of the Works;

- 1.5 Without derogation from Clauses 1.1 to 1.4, to the extent that under the Building Contract the Contractor takes responsibility for the design of the Works or for the selection of goods, materials, plant or equipment for incorporation in the Works the Contractor warrants that the same have been or will be designed or selected with all reasonable and professional skill, care and diligence reasonably to be expected of a skilled, competent and suitably qualified and experienced designer undertaking the design of works of a similar size, type, nature, complexity and character to the Works.

2 Professional Indemnity Insurance

- 2.1 The Contractor warrants to the Beneficiary that it has professional indemnity insurance covering the Contractor's liabilities for negligence under the Building Contract and this Deed, conforming to the Insurance Requirements.
- 2.2 The Contractor agrees to maintain such insurance at all times until twelve (12) years after the practical completion of the Works (or, if sooner until twelve (12) years after the termination of the employment of the Contractor under the Building Contract), provided such insurance is available on commercially reasonable terms having regard (inter alia) to premiums required and policy terms obtainable.
- 2.3 If for any period such insurance is not available on commercially reasonable terms, the Contractor shall inform the Beneficiary forthwith and the Contractor shall obtain in respect of such period such reduced cover (if any) as is available and as would be fair and reasonable in the circumstances for the Contractor to obtain.
- 2.4 When reasonably requested by the Beneficiary, the Contractor shall provide to the Beneficiary documentary evidence that the insurance required under this Deed is being maintained.

3 Assignment

- 3.1 The Beneficiary may assign all of its rights under this Deed:
 - (a) to any Funder and by way of re-assignment on redemption; and
 - (b) by absolute assignment to any Group Company of the Beneficiary; and
 - (c) by absolute assignment on two other occasions only.
- 3.2 In this Deed references to the Beneficiary include where the context admits its permitted assignees, but not so as to permit more than two assignments under Clause 3.1(c).
- 3.3 The Contractor shall not be entitled to contend that any person to whom this Deed is assigned in accordance with Clause 3.1 is precluded from recovering under this Deed any loss incurred by such assignee resulting from any breach of this Deed, (whenever happening) by reason that such person is an assignee and not the named promisee hereunder.

4 Copyright

- 4.1 The Contractor grants to the Beneficiary an irrevocable, non-exclusive royalty-free licence to use and reproduce any drawings, calculations, reports, specifications and/or other documents

produced by or on behalf of the Contractor for the purposes of the Works and/or the Development and any designs contained in them ("Documents") for any purpose connected with the Development (other than by the reproduction of any such designs in any extension to the Development) and to grant sub-licences in the terms of this licence but copyright in the Documents shall remain vested in the Contractor. The Contractor will not be liable for any use of the Documents for any purposes other than those for which the same are or were produced. The Beneficiary shall on written request and upon paying a reasonable copying charge, be entitled to be supplied by the Contractor with full and proper copies of the Documents.

4.2 The Contractor agrees to waive any right to be identified as author of the Documents in accordance with section 77, Copyright Designs and Patents Act 1988 and any right not to have the Documents subjected to derogatory treatment in accordance with section 80 of that Act as against the Beneficiary or any licensee or assignee of the Beneficiary.

4.3 The Contractor warrants to the Beneficiary that the use of the Documents for the purposes of the Development will not infringe the rights of any third person.

5 Extraneous Rights

5.1 This Deed shall not negate or diminish any duty or liability otherwise owed by the Contractor to the Beneficiary.

5.2 No approval or inspection or review of the Works or of any designs or specifications and no testing of any work or materials by or on behalf of the Beneficiary and no omission to inspect or test or review or to disapprove shall negate or diminish any duty or liability of the Contractor arising under this Deed.

5.3 The duties of the Contractor under this Deed shall be no greater than the duties the Contractor would have had to the Employer under the Building Contract had the Beneficiary been named as the employer of the Contractor in the Building Contract.

5.4 In any action arising under this Deed the Contractor shall be entitled to rely upon the same defences as the Contractor would be entitled to raise under the Building Contract in defence of such claim (but, for the avoidance of doubt, not for this purpose taking account of any set-off or counterclaim against the Employer or any agreement to vary the terms of the Building Contract or any waiver of rights under the Building Contract as would prejudice the Beneficiary's rights under this Deed unless the Beneficiary has given its written consent) provided always that the Contractor shall not be entitled to raise any defence against a claim by the Beneficiary on the basis that any loss incurred by the Beneficiary is not a loss to the Employer.

6 Contracts (Rights of Third Parties) Act 1999

This Deed is not intended to confer any rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

7 Expiry of Warranty

No proceedings shall be commenced against the Contractor under this Deed more than twelve (12) years after the practical completion of the Works under the Building Contract (or, if earlier, more than twelve (12) years after the employment of the Contractor under the Building Contract is terminated).

8 Service of Notice

Any notice to be served under this Deed must be in writing and must be served by hand or by recorded delivery, and in the case of a corporation must be served at its registered office for the time being. In any other case notice may be served at any address for the time being of the person to be served. Service shall take effect, if given by hand, on the date of delivery. If

given by post, it shall take effect two (2) days after posting, excluding Saturdays, Sundays and statutory holidays.

9 Governing Law

The law of this Deed is English law and the English courts shall have jurisdiction with regard to all matters arising under it.

10 Interpretation

10.1 In this Deed unless the context requires otherwise:

- (a) person includes any firm and any entity having legal capacity;
- (b) any term importing gender includes any gender;
- (c) any term importing the singular includes the plural and vice versa;
- (d) any reference to any Clause or Schedule is a reference to such Clause or Schedule of or to this Deed;
- (e) any reference to any enactment includes any statutory consolidation, re-enactment, amendment or replacement of it and any subordinate legislation under it;
- (f) references to the Beneficiary shall be deemed to include its successors in title and assigns;
- (g) clause headings do not form part of or affect the interpretation of this Deed; and
- (h) words or phrases which appear in capitalised form in this Deed shall have the meanings set out in Schedule 1.

EXECUTED as a DEED, by the parties but not delivered until the date written at the start of this Deed

EXECUTED as a DEED by
DEVON CONTRACTORS LTD

acting by:

)
)
) Director
)
)
) Director/Secretary

EXECUTED as a DEED by

acting by:

)
)
) Director
)
)
) Director/Secretary

EXECUTED as a DEED by
GPG PROJECTS LIMITED

acting by:

)
) Director
)
)
) Director/Secretary

Schedule 1: Project Data

In this Deed:

Building Contract: the building contract which is based on the JCT Design & Build Contract 2016 dated [REDACTED] and entered into between the Employer and the Contractor;

Development: the design and construction of a shell build industrial warehouse and associated external works at the Site;

Documents: has the meaning given in Clause 4;

Funder: a person having or acquiring a mortgage or charge over the Development and/or the Site or any part of it and/or a financier of the Development or the Site or any part of it and/or any financier of a Purchaser and/or the Employer;

Group Company: any subsidiary company or holding company of the Beneficiary, or another subsidiary or holding company of such company, as "subsidiary" and "holding company" are defined in s1159, Companies Act 2006, (as amended);

Insurance Requirements: the requirements for the professional indemnity insurance maintained pursuant to Clause 2, which are that the limit of indemnity is not less than £5,000,000 (five million pounds) for any occurrence or series of occurrences arising out of each and every event, provided that such limit of indemnity may be in the aggregate for each year of insurance in respect of claims for pollution, contamination and date recognition;

Purchaser: a person having or acquiring a first freehold interest in the Development or any part of it, or a first purchaser for a capital consideration of a leasehold interest;

Site: [];

Tenant: a person having or acquiring a first leasehold interest in the Development or any part of it (other than a Purchaser); and

Works: means the works to be carried out by the Contractor under the Building Contract at the Site.

**Deed of Warranty –
Structural Engineer**
In favour of a Purchaser in
relation to Mercury Business
Park, Exeter

Dated

2023

Bailey Partnership (Consultants) LLP (1)
[REDACTED] (2)
Devon Contractors Ltd (3)

Contents

1	Duty of Care	2
2	Professional Indemnity Insurance.....	2
3	Assignment	3
4	Copyright.....	3
5	Extraneous Rights.....	3
6	Contracts (Rights of Third Parties) Act 1999	4
7	Expiry of Warranty	4
8	Service of Notice.....	4
9	Governing Law	4
10	Interpretation	4
	Schedule 1 Project Data	6

THIS DEED IS DATED

2023

BETWEEN:

- (1) **Bailey Partnership (Consultants) LLP t/a Bailey Partnership** (a limited liability partnership registered in England and Wales with company No OC420278 whose registered office is at Lyster Court, 2 Cragie Drive, the Millfields, Plymouth, Devon, United Kingdom, PL1 3JB (the "**Consultant**")
- (2) [] (Company No []) whose registered office is [] (the "**Beneficiary**") which expression shall include its successors in title and permitted assigns and any party to whom this Appointment is novated;
- (3) **Devon Contractors Limited** (Company No 00533232) whose registered office is at Clyst Court, Hill Barton Business Park, Clyst St Mary, Exeter (the "**Contractor**")

WHEREAS:

- (A) By the Appointment the Employer appointed the Consultant to carry out services and duties in relation to the Development (the "Services").
- (B) The Employer and the Contractor have entered into the Building Contract for the construction of the Works.
- (C) By a deed of novation the Appointment was novated to the Contractor.
- (D) Under the Appointment the Consultant agreed to enter into this Deed with the Beneficiary.

IT IS AGREED AS FOLLOWS:

1 Duty of Care

The Consultant undertakes and warrants to the Beneficiary that it has:

- 1.1 performed and/or subject to the terms of the Appointment shall perform the Services and its other obligations under the Appointment, and that in doing so it has used and/or shall use all the professional skill, care and diligence reasonably to be expected of a competent and suitably qualified and experienced consultant undertaking services and duties, similar to the Services in relation to projects of a similar value, complexity and character to the Development. Notwithstanding anything to the contrary in this Agreement, the Consultant shall not be construed as owing any greater duty or obligation in providing the Services than the standard of reasonable, skill, care and diligence provided for in this clause.
- 1.2 exercised and will exercise the standard of skill, care and diligence described in Clause 1.1 not to specify any products or materials for use, and not to approve for use in the Development any materials which at the time of use:
- (a) by their nature or application contravene any British standard or EU equivalent;
- (b) are generally considered to be deleterious within the building design professions in the UK, in particular circumstances in which they are specified for use, to health and safety and or the durability of the Development.

2 Professional Indemnity Insurance

- 2.1 The Consultant warrants to the Beneficiary that it has professional indemnity insurance covering the Consultant's liabilities for negligence under the Appointment and this Deed, conforming to the Insurance Requirements.

- 2.2 The Consultant agrees to maintain such insurance at all times until twelve (12) years after practical completion of the Development (or, if sooner until twelve (12) years after the termination of the employment of the Consultant under the Appointment), provided such insurance is available on commercially reasonable terms having regard (inter alia) to premiums required and policy terms obtainable.
- 2.3 If for any period such insurance is not available on commercially reasonable terms, the Consultant shall inform the Beneficiary forthwith and the Consultant shall obtain in respect of such period such reduced cover (if any) as is available and as would be fair and reasonable in the circumstances for the Consultant to obtain.
- 2.4 When reasonably requested by the Beneficiary, the Consultant shall provide to the Beneficiary documentary evidence by way of broker's certificate that the insurance required under this Deed is being maintained.

3 Assignment

- 3.1 The Beneficiary may assign all of its rights under this Deed:
- (a) to any Funder and by way of re-assignment on redemption; and
 - (b) by absolute assignment to any Group Company of the Beneficiary; and
 - (c) by absolute assignment on two other occasions only.
- 3.2 In this Deed references to the Beneficiary include where the context admits its permitted assignees, but not so as to permit more than two assignments under clause 3.1.
- 3.3 The Consultant shall not be entitled to contend that any person to whom this Deed is assigned in accordance with clause 3.1 is precluded from recovering under this Deed any loss incurred by such assignee resulting from any breach of this Deed, (whenever happening) by reason that such person is an assignee and not the named promisee hereunder.

4 Copyright

- 4.1 The Consultant grants to the Beneficiary an irrevocable, non-exclusive royalty-free licence to use and reproduce all drawings, calculations, reports, specifications and/or other documents produced by or on behalf of the Consultant under the Appointment and any designs contained in them ("Documents") for any purpose connected with the Development (other than by the reproduction of any such designs in any extension to the Development) and to grant sub-licences in the terms of this licence but copyright in the Documents shall remain vested in the Consultant. The Consultant will not be liable for any use of the Documents for any purposes other than those for which the Consultant produced them. The Beneficiary shall on written request and upon paying a reasonable copying charge, be entitled to be supplied by the Consultant with full and proper copies of the Documents.
- 4.2 The Consultant agrees to waive any right to be identified as author of the Documents in accordance with section 77, Copyright Designs and Patents Act 1988 and any right not to have the Documents subjected to derogatory treatment in accordance with section 80 of that Act as against the Beneficiary or any licensee or assignee of the Beneficiary.
- 4.3 The Consultant warrants to the Beneficiary that the use of the Documents for the purposes of the Development will not infringe the rights of any third person.

5 Extraneous Rights

- 5.1 This Deed shall not negate or diminish any duty or liability otherwise owed by the Consultant to the Beneficiary.

- 5.2 No approval or inspection or review of the Development or of any designs or specifications and no testing of any work or materials by or on behalf of the Beneficiary and no omission to inspect or test or review or to disapprove shall negate or diminish any duty or liability of the Consultant arising under this Deed.
- 5.3 The duties of the Consultant under this Deed shall be no greater than the duties the Consultant would have had to the Contractor under the Appointment had the Beneficiary been named as the employer of the Consultant in the Appointment.
- 5.4 In any action arising under this Deed the Consultant shall be entitled to rely upon the same defences as the Consultant would be entitled to raise under the Appointment in defence of such claim (but, for the avoidance of doubt, not for this purpose taking account of any set-off or counterclaim against the Contractor or any agreement to vary the terms of the Appointment or any waiver of rights under the Appointment as would prejudice the Beneficiary's rights under this Deed unless the Beneficiary has given its written consent) provided always that the Consultant shall not be entitled to raise any defence against a claim by the Beneficiary on the basis that any loss incurred by the Beneficiary is not a loss to the Contractor.

6 Contracts (Rights of Third Parties) Act 1999

This Deed is not intended to confer any rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

7 Expiry of Warranty

No proceedings shall be commenced against the Consultant under this Deed more than twelve (12) years after practical completion of the Development (or, if earlier, more than twelve (12) years after the employment of the Consultant under the Appointment is terminated).

8 Service of Notice

Any notice to be served under this Deed must be in writing and must be served by hand or by recorded delivery, and in the case of a corporation must be served at its registered office for the time being. In any other case notice may be served at any address for the time being of the person to be served. Service shall take effect, if given by hand, on the date of delivery. If given by post, it shall take effect two (2) days after posting, excluding Saturdays, Sundays and statutory holidays.

9 Governing Law

This Deed shall be governed by English law and the English courts shall have jurisdiction with regard to all matters arising under it.

10 Interpretation


10.1 In this Deed unless the context requires otherwise:

- (a) person includes any firm and any entity having legal capacity;
- (b) any term importing gender includes any gender;
- (c) any term importing the singular includes the plural and vice versa;
- (d) any reference to any Clause or Schedule is a reference to such Clause or Schedule of or to this Deed;
- (e) any reference to any enactment includes any statutory consolidation, re-enactment, amendment or replacement of it and any subordinate legislation under it;

- (f) references to the Beneficiary shall be deemed to include its successors in title and assigns;
- (g) clause headings do not form part of or affect the interpretation of this Deed; and
- (h) words or phrases which appear in capitalised form in this Deed shall have the meanings set out in Schedule 1.

EXECUTED as a DEED, by the parties but not delivered until the date written at the start of this Deed

EXECUTED as a DEED by)	
Bailey Partnership (Consultants) LLP	)	.....
	)	Director
acting by:)	
)
	)	Director/Secretary

EXECUTED as a DEED by)	
)
	)	Director
acting by:)	
)
	)	Director/Secretary

EXECUTED as a DEED by)	
Devon Contractors Limited	)	.....
	)	Director
acting by:)	
)
	)	Director/Secretary

Schedule 1 Project Data

In this Deed:

Appointment: the appointment under which the Employer appointed the Consultant as architect;

Building Contract: a building contract, which is based on JCT Design & Build Contract 2016 and entered into between the Employer and the Contractor;

Development: Mercury Business Park, Exeter;

Documents: has the meaning given in Clause 4;

Employer: GPG Projects Limited;

Funder: a person having or acquiring a mortgage or charge over the Development or the Site or any part of it and/or a financier of the Development or the Site or any part of it and/or any financier of a Purchaser and/or the Employer;

Group Company: any subsidiary company or holding company of the Beneficiary, or another subsidiary or holding company of such company, as "subsidiary" and "holding company" are defined in s1159, Companies Act 2006, (as amended);

Insurance Requirements: the requirements for the professional indemnity insurance maintained pursuant to Clause 2, which are that the limit of indemnity is not less than £2,000,000 (two million pounds) for any occurrence or series of occurrences arising out of each and every event, provided that such limit of indemnity may be in the aggregate for each year of insurance in respect of claims for pollution, contamination and date recognition;

Purchaser: a person having or acquiring a freehold interest in the Development or any part of it, or a purchaser for a capital consideration of a leasehold interest;

Site: Mercury Business Park, Exeter;

Tenant: a person having or acquiring a leasehold interest in the Development or any part of it (other than a Purchaser); and

Works: the works to be carried out by the Contractor under the Building Contract at the Site.