

CP - LETTER 1

[TO BE TYPED ON CHAIN FREE[®] HEADED NOTEPAPER]

Our Reference: []

[Name(s) and address of Obligor(s)]

Date: []

Dear []

Further to our valuers inspection of your property on [insert date of valuation] we can now invite you to join the CHAIN FREE[®] Home Owners Plan[™] ("the Plan"). Once you are a participant in the Plan we can offer you CHAIN FREE[®] with the advantage of VAL FREE[®] Home Finance to help you fast-track the buying and selling of your home.

Participation in the Plan will give you the protection of a Fall Back Price[™] for the house you are selling with the advantage of 'ready made' VAL FREE[®] Home Finance for your buyer.

When you are a Participant in the Plan you have the 'peace of mind' of a Fall Back Price[™] whilst your estate agent is trying to sell your house for the highest possible price.

CHAIN FREE[®] is a Facility Letter which will confirm for the benefit of your solicitors and the estate agents acting for the seller of the property you want to buy that you are CHAIN FREE[®] and effectively a "cash buyer" for up to £[insert finance amount].

How will CHAIN FREE[®] help you?

- Gives you peace of mind.
- You do not have to sell your home.
- You never have to sell your home for less than it's worth.
- You do not have to draw down the Fall Back Price[™].
- Helps you quickly secure your next property against competition.
- Enables you to negotiate the lowest price for the property you want to buy.
- You can draw down the Fall Back Price[™] in 7 working days.
- You can use the Fall Back Price[™] for any purpose.
- You avoid abortive HIP costs.
- If you can't sell your home for what you think it is worth you will have a "Fall Back Price[™]" for your property of £ [insert finance amount] and when it is sold a share of any gross sale proceeds in excess of the Fall Back Price[™] (and share in any surplus arising from the sale of any other properties in the Plan sold during your participation in the Plan).

How CHAIN FREE[®] works:

- We send you a CHAIN FREE[®] facility letter that confirms you have been offered a Fall Back Price[™] that you can draw down at any time during a 75 Working Day facility period commencing on [insert date of valuation] and ending on [insert date 75 working days from date of valuation].

- The Fall Back Price™ is non-recourse finance secured by a first charge on the property you are selling.
- Non-recourse means that we can only obtain repayment of the Fall Back Price™ from the sale proceeds of your property. If the sale proceeds are less than the amount of the Fall Back Price™ you will not be required to repay any shortfall. You have no personal liability to repay the Fall Back Price™ and there is no interest applicable to the Fall Back Price™.
- You can use the CHAIN FREE® facility letter to prove you are effectively a "cash buyer" and need never drawdown the Fall Back Price™.
- If you are unable to sell your property during the facility period for more than £[insert *finance amount*] you have the option, at any time during the facility period, to draw-down the Fall Back Price™.
- If and when you decide to draw down the Fall Back Price™ you will be asked to sign a Sale Contract so that we can sell your property.
- We will then sell your property at the Plan's cost and you will be entitled to a share of any gross sale proceeds in excess of the Fall Back Price™ (and a share in any surplus arising from the sale of any other properties in the Plan sold during your participation in the Plan).

How much will CHAIN FREE® cost me?

- An Arrangement Fee of £[396] (already paid).
- A Contribution to the Plan of [*insert I*] % of the Fall Back Price™ which will be £[] . Please see the enclosed Terms and Conditions of Participation in the Plan for when and how this Contribution becomes payable.
- If you draw down the Fall Back Price™ we will charge the Plan an Administration Fee of 30% of your Contribution and will be entitled to share with you in any surplus arising on the sale of your property. You are not personally liable to pay the Administration Fee or such surplus.

What are the advantages of VAL FREE® Home Finance?

- Helps you fast-track the buying and selling of your home.
- Gives your buyer 'ready made' home finance.
- Can be available to your buyer within 2 working days.
- Very useful when houses are slow to sell and finance is difficult to obtain.

We enclose the Participation Documents comprising:

1. the Terms and Conditions of Participation in the Plan;
2. our Finance Agreement;
3. the CML Agreement; and
4. Instructions to your solicitors to forward the Contribution (payable under the Terms and Conditions of Participation in the Plan) to us if the Fall Back Price™ is not drawn down.

We also enclose a valuation of your property with the sale prices achieved for three comparable local properties.

If you want to become a participant in the Plan and obtain CHAIN FREE® with the advantage of VAL FREE® Home Finance you must sign the Participation Documents and return them to us at Post Offer Department, Chiltern House, 45 Station Road, Henley-on-Thames, Oxfordshire RG9 1AT by **[insert date 15 working days from the date of valuation] after which date our finance offer will lapse.**

We will within 3 working days of receipt of the signed Participation Documents send you confirmation that you have CHAIN FREE® with the advantage of VAL FREE® Home Finance.

BY SIGNING THE PARTICIPATION DOCUMENTS YOU DO NOT HAVE TO DRAW DOWN THE FALL BACK PRICE™ *or sell your home*

You will need to tell our Legal Department (details contained in the enclosed Finance Agreement) if you wish to draw down the Fall Back Price™. If you want to draw down the Fall Back Price™ your solicitors MUST send our Legal Department a draw down notice in the attached form together with the Drawdown Documents listed in the notice (the notice and the Drawdown Documents must be satisfactory to our Legal Department) a minimum of 7 working days before you wish to draw down the Fall Back Price™. The latest date our Legal Department can receive a valid draw down notice is [*enter date 7 working days less than 75 working days from valuation*].

Yours sincerely,

Chain Mender Limited

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DRAW DOWN NOTICE

Legal Department
Chain Mender Limited
Chiltern House
45 Station Road
Henley-on-Thames
Oxfordshire RG9 1AT

Dear Sirs,

Finance Agreement ("the Agreement") between Chain Mender Limited and
[Enter name(s) and address of the Obligor]

I/We refer to the Agreement. Terms defined in the Agreement have the same meaning in this draw down notice.

I/We wish to draw down the Fall Back Price™ as follows:

1. Amount of the Fall Back Price™: £ _____

2. * Date of draw down: _____

3. The Fall Back Price™ is to be paid to my/our solicitors:

Name of solicitors: _____

Address of solicitors: _____

Contact name of solicitor: _____

Solicitor's reference: _____

Solicitor's email address _____

Solicitors' Bank Account Number: _____

Solicitors' Bank Name: _____

Solicitor's Bank Address: _____

Solicitors' Bank Sort Code: _____

I/We enclose the following Drawdown Documents:

1. Participating Mortgage over the Property at [*insert address of property*] in favour of Chain Mender Limited.
2. ** A waiver from anyone (other than me/us) who is living at the Property and who is 18 years of age or over).
3. ** A redemption statement from any lender who has a charge over the Property detailing how much money is required to redeem their charge, together with their written confirmation addressed to me/us that on receipt of the redemption monies they will forward the appropriate release for their charge to my/our solicitors.
4. My/our solicitors undertaking to Chain Mender Limited to discharge any existing charge on the Property.
5. Sale Contract for the Property signed by me/us.
6. Transfer for the Property signed by me/us.
7. A Home Information Pack for the Property as a hard copy or in an electronic format containing a local search which is not more than 3 months old; a Seller's Property Information Form and a Fixtures, Fittings and Contents Form.
8. A HM Land Registry Priority Search in the name of Chain Mender Limited.
9. Clear Bankruptcy Searches on me/us.
10. Letters from me/us to gas, electricity and water suppliers and the local authority informing them of my/our proposed vacation of the Property on the draw down date with, where applicable meter readings.
11. Desk top environmental report on the Property.
12. Photocopy of drivers licence or passport for me/us and a photocopy of a recent utility bill for the Property.

I/We confirm that :

- (a) the matters represented by me/us and set out in point 5 of the standard terms of the Agreement (including without limitation those concerning subsidence at the Property and neighbourhood disputes) are true and accurate on the date of this notice as if made on such date and will remain so on the draw down date; and
- (b) I am/we are living in the Property at the date of this draw down notice; and
- (c) no event of default has occurred and is continuing under the Agreement, or will result from advancing the Fall Back Price™.

I/We acknowledge that :

- (i) Chain Mender Limited are relying on the above confirmations in providing the Fall Back Price™, and

(ii) once this draw down notice is sent to you, I/We will have to draw down the Fall Back Price™ unless you agree otherwise.

My/Our forwarding address where you can contact me/us after draw down of the Fall Back Price™ is:

Any Surplus (as defined in the Terms and Conditions of Participation in the CHAIN FREE® Home Owners Plan) is to be paid by you to me/us by cheque. The cheque is to be made payable to

and is to be sent to my solicitors, detailed above.

Yours faithfully,

Signature of Obligor

.....
(Print name)

Signature of Obligor

.....
(Print name)

Date: _____

* Date must be at least 7 Working Days after Chain Mender Limited's Legal Department receives the draw down notice.

** Obligor's solicitors to delete as relevant

This is a Finance Agreement made between us, Chain Mender Limited, Chiltern House, 45 Station Road, Henley-on-Thames, Oxfordshire RG9 1AT and you the person(s) identified as the Obligor in the box below.

| | | | | |
|--|-------------------------|---|--|--------------------------------|
| FULL NAME(S) OF OBLIGOR | | FULL POSTAL ADDRESS(ES) OF OBLIGOR | | |
| KEY FINANCIAL INFORMATION | | | | |
| Amount of finance | Rate of interest | Duration of the Agreement | Timing of repayments | Amount of the repayment |
| £[_____] | Nil | Until the Property is sold | One repayment, repayable on the sale of the Property | £[_____] |
| KEY INFORMATION | | | | |
| BY SIGNING THE FINANCE AGREEMENT YOU DO NOT HAVE TO DRAW DOWN THE FINANCE OR SELL YOUR HOME | | | | |
| Security | | | | |
| The finance is conditional upon you providing us with a Participating Mortgage in our standard form, over [<u>address of property</u>]. | | | | |
| Description of the Finance | | | | |
| Non-recourse finance marketed under the name of CHAIN FREE [®] . There is no interest rate associated with this finance. Non-recourse means that you are not personally liable to repay the finance. We can only obtain repayment of the finance from the sale proceeds of the Property. If the proceeds are less than the amount of the finance, you will not be required to repay any shortfall on the finance. | | | | |
| From the date you draw down the finance and vacate the Property the Plan will be responsible for all outgoings of the Property of whatever nature including utility costs and insurance. The Plan will also in such circumstances pay all legal costs of selling the Property and any costs relating to preparing the Property for sale to endeavour to achieve the highest possible price. (You will remain responsible for payment of any fees due to the Introducer Estate Agent (see point 2 of the attached standard terms of this Finance Agreement)). | | | | |
| Drawdown of the Finance | | | | |
| The finance can be drawn down at any time during the Facility Period (ie the latest date for drawdown is [<i>insert date</i>]). Please inform our Legal Department at Chain Mender Limited, Chiltern House, 45 Station Road, Henley-on-Thames, Oxfordshire RG9 1AT (Telephone: 0870 067 5889. Email: legaldepartment@chainmender.co.uk) if you wish to draw down the finance. | | | | |
| We will not provide the finance if any event contained in point 6 of the attached standard terms has occurred or would result from making the finance. | | | | |
| Vacant Possession | | | | |
| On the date of draw down of the finance and prior to draw down, you and any other person living at the Property shall vacate the Property and deliver all keys for the Property to the Introducer Estate Agent. | | | | |
| You must arrange for the Introducer Estate Agent on the date of draw down of the finance and prior to draw down, to have access to the Property: | | | | |
| 1. to ensure that it is vacant and in particular to check that: | | | | |
| 1.1 you have removed all personal items from the Property, including from any loft, cellar, outbuilding, garage, or garden area; | | | | |
| 1.2 all rooms within the Property are free from chattels and clear of any rubbish or waste; | | | | |
| 1.3 no Hazardous Waste has been left in or on the Property. | | | | |
| 2. to read the gas, electricity and water meters. | | | | |

KEY INFORMATION (CONTINUED)

We will not provide the finance if you do not vacate the Property in the above manner. Once you have vacated the Property you will not be able to re-enter it at any time.

Timescale for entering into the Finance Agreement

You are not bound by the terms of the Finance Agreement until we receive:

1. your signed copy of the Finance Agreement;
2. the enclosed instructions ("the Instructions to Solicitors") to your solicitors to forward the contribution (payable under the Terms and Conditions) to us if the finance is not drawn down;
3. the Terms and Conditions; and
4. the CML Agreement.

If you wish to accept the finance you will need to return to Chain Mender Limited, Post Offer Department, Chiltern House, 45 Station Road, Henley-on-Thames, Oxfordshire RG9 1AT by *[insert date which is 15 working days after the date of Chain Mender Limited's valuation]* the signed Finance Agreement, the Instructions to Solicitors, the Terms and Conditions, and the CML Agreement.

Signed by the Obligor(s)

Signed: _____

Signed: _____

Print name: _____

Print name: _____

Date: _____

Signed by Chain Mender Limited

Signature: _____

Date: _____

Standard Terms

1. Repayment of the finance

- 1.1 The finance will be repaid from the sale proceeds of the Property.
- 1.2 You authorise us at our own cost, and following draw down of the finance to:
 - 1.2.1 take whatever action we believe necessary to maintain and prepare the Property for sale to endeavour to achieve the highest possible price; and
 - 1.2.2 sell the Property in your name and on your behalf in any manner and at any time we believe appropriate.
- 1.3 Although you are not personally liable to repay the finance, you may at any time voluntarily prepay the finance.

2. Introducer Estate Agent

- 2.1 Subject to point 3 below:
 - 2.1.1 the Introducer Estate Agent shall be appointed by you as the sole selling agent of the Property for the duration of the Facility Period; and
 - 2.1.2 any fees due to the Introducer Estate Agent will be payable by you.
- 2.2 We have agreed with the Introducer Estate Agent that where you draw down the finance and the Introducer Estate Agent sells the Property for less than the Valuation, the Introducer Estate Agent shall receive the Reduced Sale Fee as opposed to the Commission Rate.
- 2.3 If you draw down the finance and we consider, acting reasonably, that the replacement of the Introducer Estate Agent by another estate agent would increase the likelihood of achieving exchange of contracts for the sale of the Property then we may at or at any time after the end of the Facility Period, appoint another estate agent to replace the Introducer Estate Agent to sell the Property at the Plan's cost at a fee no higher than the Commission Rate. In such circumstances, we will agree with the Alternative Estate Agent that, if the Alternative Estate Agent sells the Property for less than the Valuation, the Alternative Estate Agent shall receive the Reduced Sale fee as opposed to the Commission Rate. In such circumstances we will also agree with the Introducer Estate Agent that you shall not be liable to pay any commission to the Introducer Estate Agent following the replacement of the Introducer Estate Agent with the Alternative Estate Agent.
- 2.4 You authorise the Introducer Estate Agent to disclose to us and any of our agents from time to time, any information we or our agents may require on the progress of the sale of the Property.

3. Withdrawal of the Property from the market

You can at any time during the Facility Period and prior to draw down of the finance, remove the Property from the market for the remainder of the Facility Period. In such circumstances you and the Introducer Estate Agent will need to confirm to us in writing that the Property has been withdrawn from the market for the remainder of the Facility Period.

4. Undertakings

- You shall not without our prior consent:-
 - 4.1 give or leave in place any security on the Property; or
 - 4.2 sell, transfer, lease or otherwise dispose of the Property.

5. Representations And Warranties

- 5.1 You confirm that to the best of your knowledge:

- 5.1.1 no part of the Property is tenanted or used for business purposes;
- 5.1.2 you are not aware of any structural defects, dry rot or flooding in the Property;
- 5.1.3 the Property is free from subsidence;
- 5.1.4 there have been no previous claims for subsidence made at the Property; and
- 5.1.5 no claims for subsidence are outstanding on the Property.
- 5.2 You confirm that there are no disputes with any of your neighbours which affect the Property.
- 5.3 You confirm that and for so long as the finance is outstanding:
 - 5.3.1 all factual information supplied by you to us in connection with the finance was true as at its date and did not omit anything material; no subsequent change has occurred which renders it untrue or misleading;
 - 5.3.2 you have power to own all of your assets, and to borrow the finance; and
 - 5.3.3 no event contained in point 6 below has occurred and is continuing.

6. Default

- 6.1 Each of the following shall be an event of default:-
 - 6.1.1 you fail to pay when due any sum payable by you under the Finance Agreement or the Participating Mortgage;
 - 6.1.2 you fail to comply with any other provision of the Finance Agreement or the Participating Mortgage;
 - 6.1.3 any representation or warranty in point 5 above or in the Finance Agreement or the Participating Mortgage proves to have been untrue or inaccurate in any material respect;
 - 6.1.4 a receiver is appointed over the Property or any legal process is taken, or enforced upon the Property and any such action is not lifted or discharged within 14 days;
 - 6.1.5 any step is taken by you or any other person to appoint an administrator of you;
 - 6.1.6 you stop or suspend payment of your debts or you are (or are deemed to be) unable to pay your debts as they fall due or propose or enter into any agreement or composition for the benefit of your creditors generally;
 - 6.1.7 a petition is presented or any order is made for your bankruptcy;
 - 6.1.8 you die or become mentally incapacitated;
 - 6.1.9 any part of the Finance Agreement or the Participating Mortgage becomes (or is alleged to be) unlawful or unenforceable in any respect;
 - 6.1.10 any other circumstance or event occurs which will have a Material Adverse Effect.
- 6.2 If any of the events listed in point 6.1 above occurs:
 - 6.2.1 the finance and all other Liabilities will become payable; and or
 - 6.2.2 we can cancel the finance if undrawn; and/or
 - 6.2.3 we can enforce our security for the finance.
- 6.3 If any event listed in point 6.1 above occurs you will not be personally liable to repay the finance and all other Liabilities. We can only obtain repayment of the finance and all other Liabilities from the sale proceeds of the Property.

7. Notices

- 7.1 Any demand, notice or other communication under the Finance Agreement will be in writing.
- 7.2 Any such demand, notice or other communication will, if given or made in accordance with this point 7, be deemed to have been duly given or made as follows:-
 - 7.2.1 if sent by prepaid first class post, on the second Working Day after the date of posting; or

- 7.2.2 if delivered by hand or sent by facsimile (subject to receiving confirmation of the facsimile transmission), upon delivery or despatch at the address provided for in this point 7: provided however that if it is delivered by hand or sent by facsimile on a day which is not a Working Day or after 4.00 p.m. on a Working Day it will instead be deemed to have been given or made on the next Working Day.
- 7.3 Any such demand, notice or other communication will in the case of the service by post or delivery by hand be addressed to
- 7.3.1 you at the forwarding address which you have provided to us, or
- 7.3.2 us at Chain Mender Limited, Post Offer Department, Chiltern House, 45 Station Road, Henley-on-Thames, Oxfordshire RG9 1AT, or at such other address as may from time to time be notified in writing by you or us as being the address for service.

8. Assignment

- 8.1 You may not assign or transfer any of your rights or obligations under the Finance Agreement or the Participating Mortgage.
- 8.2 We may assign all or any part of our rights under the Finance Agreement or the Participating Mortgage. We may disclose on a confidential basis to any actual or potential assignee or transferee of any such rights, any information about you we consider appropriate.

9. General

- 9.1 If we fail or delay in exercising any right or remedy under the Finance Agreement this does not mean that we have waived that right or remedy and we may exercise any right or remedy on more than one occasion.
- 9.2 If any part of the Finance Agreement is not valid or enforceable then that will not affect any other part.
- 9.3 The Finance Agreement shall be governed by and construed according to the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction for all purposes in connection with the Finance Agreement .

10. Interpretation

- 10.1 Any reference in the Finance Agreement to:
- 10.1.1 **you** is to the Obligor(s) under the Finance Agreement and where there is more than one Obligor, the obligations of each Obligor under the Finance Agreement, shall be joint and several;
- 10.1.2 **we, us or our** is to Chain Mender Limited (Company Number 05808405);
- 10.1.3 **Alternative Estate Agent** means the estate agent appointed by us to replace the Introducer Estate Agent under point 2.3 above;
- 10.1.4 **CML Agreement** means the Agreement between you and us dated on or about the date you sign this Finance Agreement under which you confirm your acceptance of us as administrator and manager of the Plan;

- 10.1.5 **Commission Rate** means the percentage rate of commission agreed by the Introducer Estate Agent and you for the sale of the Property;
- 10.1.7 **Facility Period** means the 75 Working Day period starting from the date of the Valuation of the Property or such longer period as we in our sole discretion determine;
- 10.1.8 **Hazardous Waste** means any waste that is or may be hazardous, and shall include without limitation, paints, coatings and related products, household cleaning materials, bleaches, garden chemicals, pesticides and herbicides, poisons, pet care products, motoring products, vehicle batteries, tyres, electrical and electrical equipment, gas bottles and fluorescent light tubes where such tubes are not part of the fixtures and fittings of the Property;
- 10.1.9 **Introducer Estate Agent** means the estate agent who introduced you to us and in the case of point point 2.3 above and in the definition of Alternative Estate Agent, any Alternative Estate Agent;
- 10.1.10 **Liabilities** has the same meaning as in the Participating Mortgage;
- 10.1.11 **Participating Mortgage** means the Participating Mortgage over the Property to be granted by you to us;
- 10.1.12 **Plan** means the CHAIN FREE* Home Owners Plan;
- 10.1.13 **Property** is the Property detailed in the Key Information Section of the Finance Agreement ;
- 10.1.14 **Reduced Sale Fee** means 75% of the Commission Rate;
- 10.1.15 **Terms and Conditions** means the Terms and Conditions of Participation in the CHAIN FREE* Home Owners Plan™ which was forwarded to you with the Finance Agreement ;
- 10.1.16 **Valuation** means the valuation used by the Plan as the basis of the finance and which was forwarded to you with the Finance Agreement ;
- 10.1.17 **Working Day** means a day other than Saturday and Sunday or a public holiday in England and Wales;
- 10.1.18 **material adverse effect** means any effect which in our opinion might adversely affect (i) your ability to comply with your obligations under the Finance Agreement or the Participating Mortgage, or (ii) the Property;
- 10.1.19 **a person** includes a reference to that person's successors, assignees or transferees;
- 10.1.20 **any legislation** will include all amendments, substitutions and re-enactments in force from time to time;
- 10.2 Any reference to the Finance Agreement includes these standard terms and reference to the Finance Agreement or any other document referred to in it will be construed as references to those documents in force from time to time and as amended, supplemented, restated, substituted or novated from time to time.

INSTRUCTIONS TO SOLICITORS

Your Reference: *

To: *

Dear Sirs,

Obligor(s): [Enter details]
Property: [Enter details] ("the Property")

You are/will be ** instructed by me/us ** to act in the sale of the Property.

We are proposing to enter into the Terms and Conditions of Participation in the CHAIN FREE * Home Owners Plan™ ("the Terms and Conditions") with Chain Mender Limited.

Subject to paragraph 4 below, we irrevocably instruct you to pay, from the sale proceeds of the Property £[] [Enter amount of Contribution] (comprising the Contribution payable under the Terms and Conditions) to Chain Mender Limited, Chiltern House, 45 Station Road, Henley-on-Thames, Oxfordshire RG9 1AT. The payment should be forwarded by cheque to Chain Mender Limited Plan Account within 5 working days of the completion of the sale.

You are obliged to comply with my/our ** above instructions unless Chain Mender Limited confirm to you in writing that the Contribution is no longer payable.

Yours faithfully,

Signature

Signature

Print Name

Print Name

Date: _____

* Please provide details

** Delete as relevant

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| | | | |
|----------------------|--|--------------------|--|
| Customer URN | | Date of Inspection | |
| Name of applicant(s) | | | |
| Telephone (work) | | | |
| Telephone (mobile) | | | |
| Email | | | |
| Address of Property | GENERATED BY LANDMARK VALUATION SERVICES | | |

| | | | | | | |
|---|--|---------------------------------------|---|--|--|-----------------------------|
| Valuation Type | Internal <input type="checkbox"/> | Drive-by <input type="checkbox"/> | Desk-top <input type="checkbox"/> | Revised Valuation <input type="checkbox"/> | | |
| Property Type | House <input type="checkbox"/> | End Terrace <input type="checkbox"/> | Mid Terrace <input type="checkbox"/> | Detached <input type="checkbox"/> | Semi Detached <input type="checkbox"/> | |
| | Bungalow <input type="checkbox"/> | End Terrace <input type="checkbox"/> | Mid Terrace <input type="checkbox"/> | Detached <input type="checkbox"/> | Semi Detached <input type="checkbox"/> | |
| Year of Construction | Pre-1920 <input type="checkbox"/> | 1921-1945 <input type="checkbox"/> | 1946-1979 <input type="checkbox"/> | 1980-Present <input type="checkbox"/> | New Build <input type="checkbox"/> | |
| No of Bedrooms | | 1 <input type="checkbox"/> | 2 <input type="checkbox"/> | 3 <input type="checkbox"/> | 4 or more <input type="checkbox"/> | |
| No of Bathrooms | 0 <input type="checkbox"/> | 1 <input type="checkbox"/> | 2 <input type="checkbox"/> | 3 <input type="checkbox"/> | 4 or more <input type="checkbox"/> | |
| Construction Type | Standard <input type="checkbox"/> | Non-Standard <input type="checkbox"/> | | | | |
| External Floor Area (1) | <input type="text"/> | | | | | |
| Tenure | Freehold <input type="checkbox"/> | | | | | |
| External Condition | Poor <input type="checkbox"/> | | Good <input type="checkbox"/> | | Very Good <input type="checkbox"/> | |
| Internal Condition | Poor <input type="checkbox"/> | | Good <input type="checkbox"/> | | Very Good <input type="checkbox"/> | |
| Garden Condition | Poor <input type="checkbox"/> | | Good <input type="checkbox"/> | | Very Good <input type="checkbox"/> | |
| Location | Poor <input type="checkbox"/> | | Good <input type="checkbox"/> | | Very Good <input type="checkbox"/> | |
| Marketability | Poor <input type="checkbox"/> | | Good <input type="checkbox"/> | | Very Good <input type="checkbox"/> | |
| Local Economy | Poor <input type="checkbox"/> | | Good <input type="checkbox"/> | | Very Good <input type="checkbox"/> | |
| Local Employment | Poor <input type="checkbox"/> | | Good <input type="checkbox"/> | | Very Good <input type="checkbox"/> | |
| Demand in Area | Falling <input type="checkbox"/> | | Static <input type="checkbox"/> | | Rising <input type="checkbox"/> | |
| House Prices in Area | Falling <input type="checkbox"/> | | Static <input type="checkbox"/> | | Rising <input type="checkbox"/> | |
| Transaction Volumes in Area | Falling <input type="checkbox"/> | | Static <input type="checkbox"/> | | Rising <input type="checkbox"/> | |
| Average time houses on market to offer accepted | Falling <input type="checkbox"/> | | Static <input type="checkbox"/> | | Rising <input type="checkbox"/> | |
| Heating | Gas <input type="checkbox"/> | Electric <input type="checkbox"/> | Oil <input type="checkbox"/> | Other <input type="checkbox"/> | None <input type="checkbox"/> | |
| Car Parking | One Garage <input type="checkbox"/> | Two Garage <input type="checkbox"/> | One Off Street <input type="checkbox"/> | Two Off Street <input type="checkbox"/> | | |
| | Residents Parking <input type="checkbox"/> | None <input type="checkbox"/> | | | | |
| Flooding | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | Is tenanted/used for business | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Dry Rot | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | Major Structural Defects | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Landslip/Subsidence | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | Will tree proximity affect Market Value | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

(1) Excluding garage and out buildings (m²)
 (2) Current 15 weeks empty and vacant to exchange of contracts in accordance with the requirements of the current edition of the RICS Valuation - Professional Standards. Liability for this Valuation and Mortgage Report is restricted to Albani Limited, their successors or assigns.
 (3) Examples: Conservatory, Recently Refurbished.

Company Special Instructions Noted Yes No

Any required building works or repairs that will affect your Valuation Yes No

Red Book Market

Comparable - 1

Address

Town/City

County

Postcode

Sale Price £

Date of Sale

External Floor Area (1)

or if not available - compared to subject property
 Smaller Similar Larger

Distance from subject property Within 500m Within 1km Over 1km

Location Worse Similar Better

Features of comparables (3) Less features Same features More features

Comparable - 2

Address

Town/City

County

Postcode

Sale Price £

Date of Sale

External Floor Area (1)

or if not available - compared to subject property
 Smaller Similar Larger

Distance from subject property Within 500m Within 1km Over 1km

Location Worse Similar Better

Features of comparables (3) Less features Same features More features

Comparable - 3

Address

Town/City

County

Postcode

Sale Price £

Date of Sale

External Floor Area (1)

or if not available - compared to subject property
 Smaller Similar Larger

Distance from subject property Within 500m Within 1km Over 1km

Location Worse Similar Better

Features of comparables (3) Less features Same features More features

Valuer Declaration

Valuer Name & Qualifications

Valuer Company

Valuer Address

Max. distance of subject property from your office (miles) 15 25 40 50

Date of Valuation

Signature

| | | | |
|----------------------|----------------------|--------------------|----------------------|
| Customer URN | <input type="text"/> | Date of Inspection | <input type="text"/> |
| Name of applicant(s) | <input type="text"/> | | |
| Telephone (work) | <input type="text"/> | | |
| Telephone (mobile) | <input type="text"/> | | |
| Email | <input type="text"/> | | |
| Address of Property | <input type="text"/> | | |

GENERATED BY LANDMARK VALUATION SERVICES

| | | | | | |
|---|--|---------------------------------------|---|--|--|
| Valuation Type | Internal <input type="checkbox"/> | Drive-by <input type="checkbox"/> | Desk-top <input type="checkbox"/> | Revised Valuation <input type="checkbox"/> | |
| Property Type | House <input type="checkbox"/> | End Terrace <input type="checkbox"/> | Mid Terrace <input type="checkbox"/> | Detached <input type="checkbox"/> | Semi Detached <input type="checkbox"/> |
| | Bungalow <input type="checkbox"/> | End Terrace <input type="checkbox"/> | Mid Terrace <input type="checkbox"/> | Detached <input type="checkbox"/> | Semi Detached <input type="checkbox"/> |
| Year of Construction | Pre-1920 <input type="checkbox"/> | 1921-1945 <input type="checkbox"/> | 1946-1979 <input type="checkbox"/> | 1980-Present <input type="checkbox"/> | New Build <input type="checkbox"/> |
| No of Bedrooms | | 1 <input type="checkbox"/> | 2 <input type="checkbox"/> | 3 <input type="checkbox"/> | 4 or more <input type="checkbox"/> |
| No of Bathrooms | 0 <input type="checkbox"/> | 1 <input type="checkbox"/> | 2 <input type="checkbox"/> | 3 <input type="checkbox"/> | 4 or more <input type="checkbox"/> |
| Construction Type | Standard <input type="checkbox"/> | Non-Standard <input type="checkbox"/> | | | |
| External Floor Area (1) | <input type="text"/> | | | | |
| Tenure | Freehold <input type="checkbox"/> | | | | |
| External Condition | Poor <input type="checkbox"/> | | Good <input type="checkbox"/> | | Very Good <input type="checkbox"/> |
| Internal Condition | Poor <input type="checkbox"/> | | Good <input type="checkbox"/> | | Very Good <input type="checkbox"/> |
| Garden Condition | Poor <input type="checkbox"/> | | Good <input type="checkbox"/> | | Very Good <input type="checkbox"/> |
| Location | Poor <input type="checkbox"/> | | Good <input type="checkbox"/> | | Very Good <input type="checkbox"/> |
| Marketability | Poor <input type="checkbox"/> | | Good <input type="checkbox"/> | | Very Good <input type="checkbox"/> |
| Local Economy | Poor <input type="checkbox"/> | | Good <input type="checkbox"/> | | Very Good <input type="checkbox"/> |
| Local Employment | Poor <input type="checkbox"/> | | Good <input type="checkbox"/> | | Very Good <input type="checkbox"/> |
| Demand in Area | Falling <input type="checkbox"/> | | Static <input type="checkbox"/> | | Rising <input type="checkbox"/> |
| House Prices in Area | Falling <input type="checkbox"/> | | Static <input type="checkbox"/> | | Rising <input type="checkbox"/> |
| Transaction Volumes in Area | Falling <input type="checkbox"/> | | Static <input type="checkbox"/> | | Rising <input type="checkbox"/> |
| Average time houses on market to offer accepted | Falling <input type="checkbox"/> | | Static <input type="checkbox"/> | | Rising <input type="checkbox"/> |
| Heating | Gas <input type="checkbox"/> | Electric <input type="checkbox"/> | Oil <input type="checkbox"/> | Other <input type="checkbox"/> | None <input type="checkbox"/> |
| Car Parking | One Garage <input type="checkbox"/> | Two Garage <input type="checkbox"/> | One Off Street <input type="checkbox"/> | Two Off Street <input type="checkbox"/> | |
| | Residents Parking <input type="checkbox"/> | None <input type="checkbox"/> | | | |
| Flooding | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | | |
| Dry Rot | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | | |
| Landslip/Subsidence | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | | |
| | | | Is tenanted/used for business | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| | | | Major Structural Defects | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| | | | Will tree proximity affect Market Value | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

(1) Excluding garage and out buildings (m²)
 (2) Current 15 weeks empty and vacant to exchange of contracts in accordance with the requirements of the current edition of the RICS Valuation - Professional Standards. Liability for this Valuation and Mortgage Report is restricted to Albani Limited, their successors or assigns.
 (3) Examples: Conservatory, Recently Refurbished.

Company Special Instructions Noted Yes No

Any required building works or repairs that will affect your Valuation Yes No

Comparable - 1

Address

Town/City

County

Postcode

Sale Price £

Date of Sale

External Floor Area (1)

or if not available - Smaller Similar Larger

compared to subject property

Distance from subject property Within 500m Within 1km Over 1km

Location Worse Similar Better

Features of comparables (3) Less features Same features More features

Comparable - 2

Address

Town/City

County

Postcode

Sale Price £

Date of Sale

External Floor Area (1)

or if not available - Smaller Similar Larger

compared to subject property

Distance from subject property Within 500m Within 1km Over 1km

Location Worse Similar Better

Features of comparables (3) Less features Same features More features

Comparable - 3

Address

Town/City

County

Postcode

Sale Price £

Date of Sale

External Floor Area (1)

or if not available - Smaller Similar Larger

compared to subject property

Distance from subject property Within 500m Within 1km Over 1km

Location Worse Similar Better

Features of comparables (3) Less features Same features More features

Valuer Declaration

Valuer Name & Qualifications

Valuer Company

Valuer Address

Max. distance of subject property from your office (miles) 15 25 40 50

Date of Valuation

Signature

2.2

CONFIRMATORY LETTER

[TO BE TYPED ON CHAIN MENDER LIMITED'S HEADED NOTEPAPER]

Our Reference: []

[Name(s) and address of Obligor(s)]

Date: []

Dear []

CHAIN FREE® Facility Letter

We are pleased to confirm that you now have available a Fall Back Price™ of £[] from us for the house you are selling (making you effectively a 'cash buyer') for your next home. The Fall Back Price™ can be drawn down on 7 working days notice at any time until or on [] *[insert last drawdown date]* (subject to our draw down conditions) and can be used for any purpose whatsoever.

We are also pleased to confirm that VAL FREE® Home Finance is available to prospective buyers of your property.

Yours sincerely,

Chain Mender Limited

01491 641 307

To whom it may concern

If you have any concerns about the validity of this letter please telephone Chain Mender Limited's Legal Department on 0870 067 5889 quoting our reference number at the top of this letter.

CP – LETTER 2

[TO BE TYPED ON CHAIN MENDER LIMITED'S HEADED NOTEPAPER]

Our Reference: []

[Name(s) and address of Obligor(s)]

Date: []

Dear []

CHAIN FREE[®]

Thank you for signing and returning the Participation Documents (Terms and Conditions of Participation in the CHAIN FREE[®] Home Owners Plan[™], Finance Agreement, CML Agreement and Instructions to Solicitors).

We enclose:

1. CHAIN FREE[®] Facility Letter (with the advantage of VAL FREE[®] Home Finance); and
2. copies of the Finance Agreement and the CML Agreement signed by us.

You will need to tell our Legal Department (details of which are contained in the enclosed Finance Agreement) if you wish to draw down the Fall Back Price[™].

Your solicitors will need to send our Legal Department a draw down notice in the attached form together with the Drawdown Documents listed in the notice a minimum of 7 working days before you wish to drawn down the Fall Back Price[™]. The latest date our Legal Department can receive a valid draw down notice is ***enter date***. The notice and the Drawdown Documents must be satisfactory to us.

Yours sincerely,

Chain Mender Limited

DRAW DOWN NOTICE

Legal Department
Chain Mender Limited
Chiltern House
45 Station Road
Henley-on-Thames
Oxfordshire RG9 1AT

Dear Sirs,

**Finance Agreement ("the Agreement") between Chain Mender Limited and
[Enter name(s) and address of the Obligor]**

I/We refer to the Agreement. Terms defined in the Agreement have the same meaning in this draw down notice.

I/We wish to draw down the Fall Back Price™ as follows:

1. Amount of the Fall Back Price™: £ _____

2. * Date of draw down: _____

3. The Fall Back Price™ is to be paid to my/our solicitors:

Name of solicitors: _____

Address of solicitors: _____

Contact name of solicitor: _____

Solicitor's reference: _____

Solicitor's email address _____

Solicitors' Bank Account Number: _____

Solicitors' Bank Name: _____

Solicitor's Bank Address: _____

Solicitors' Bank Sort Code: _____

I/We enclose the following Drawdown Documents:

1. Participating Mortgage over the Property at [*insert address of property*] in favour of Chain Mender Limited.
2. ** A waiver from anyone (other than me/us) who is living at the Property and who is 18 years of age or over).
3. ** A redemption statement from any lender who has a charge over the Property detailing how much money is required to redeem their charge, together with their written confirmation addressed to me/us that on receipt of the redemption monies they will forward the appropriate release for their charge to my/our solicitors.
4. My/our solicitors undertaking to Chain Mender Limited to discharge any existing charge on the Property.
5. Sale Contract for the Property signed by me/us.
6. Transfer for the Property signed by me/us.
7. A Home Information Pack for the Property as a hard copy or in an electronic format containing a local search which is not more than 3 months old; a Seller's Property Information Form and a Fixtures, Fittings and Contents Form.
8. A HM Land Registry Priority Search in the name of Chain Mender Limited.
9. Clear Bankruptcy Searches on me/us.
10. Letters from me/us to gas, electricity and water suppliers and the local authority informing them of my/our proposed vacation of the Property on the draw down date with, where applicable meter readings.
11. Desk top environmental report on the Property.
12. Photocopy of drivers licence or passport for me/us and a photocopy of a recent utility bill for the Property.

I/We confirm that :

- (a) the matters represented by me/us and set out in point 5 of the standard terms of the Agreement (including without limitation those concerning subsidence at the Property and neighbourhood disputes) are true and accurate on the date of this notice as if made on such date and will remain so on the draw down date; and
- (b) I am/we are living in the Property at the date of this draw down notice; and
- (c) no event of default has occurred and is continuing under the Agreement, or will result from advancing the Fall Back Price™.

I/We acknowledge that :

- (i) Chain Mender Limited are relying on the above confirmations in providing the Fall Back Price™, and

- (ii) once this draw down notice is sent to you, I/We will have to draw down the Fall Back Price™ unless you agree otherwise.

My/Our forwarding address where you can contact me/us after draw down of the Fall Back Price™ is:

Any Surplus (as defined in the Terms and Conditions of Participation in the CHAIN FREE[®] Home Owners Plan) is to be paid by you to me/us by cheque. The cheque is to be made payable to

and is to be sent to my solicitors, detailed above.

Yours faithfully,

Signature of Obligor

.....
(Print name)

Signature of Obligor

.....
(Print name)

Date: _____

* Date must be at least 7 Working Days after Chain Mender Limited's Legal Department receives the draw down notice.

** Obligor's solicitors to delete as relevant

CONTRACT

Incorporating the Standard Conditions of Sale (Fourth Edition)

Date :

Seller :

Buyer :

Property (freehold/leasehold) :

Title number/root of title :

Specified incumbrances :

Title guarantee (full/limited) :

Completion date :

Contract rate :

Purchase price :

Deposit :

Chattels price (if separate) :

Balance :

The seller will sell and the buyer will buy the property for the purchase price.

WARNING

This is a formal document, designed to create legal rights and legal obligations. Take advice before using it.

Signed

Empty box for signature.

STANDARD CONDITIONS OF SALE (FOURTH EDITION)
(NATIONAL CONDITIONS OF SALE 24th EDITION, LAW SOCIETY'S CONDITIONS OF SALE 2003)

- 1. GENERAL**
- 1.1 Definitions**
- 1.1.1 In these conditions:
- (a) "accrued interest" means:
- (i) if money has been placed on deposit or in a building society share account, the interest actually earned
- (ii) otherwise, the interest which might reasonably have been earned by depositing the money at interest on seven days' notice of withdrawal with a clearing bank less, in either case, any proper charges for handling the money
- (b) "chattels price" means any separate amount payable for chattels included in the contract
- (c) "clearing bank" means a bank which is a shareholder in CHAPS Clearing Co. Limited.
- (d) "completion date" has the meaning given in condition 6.1.1
- (e) "contract rate" means the Law Society's interest rate from time to time in force
- (f) "conveyancer" means a solicitor, barrister, duly certified notary public, licensed conveyancer or recognised body under sections 9 or 23 of the Administration of Justice Act 1985
- (g) "direct credit" means a direct transfer of cleared funds to an account nominated by the seller's conveyancer and maintained by a clearing bank
- (h) "lease" includes sub-lease, tenancy and agreement for a lease or sub-lease
- (i) "notice to complete" means a notice requiring completion of the contract in accordance with condition 6
- (j) "public requirement" means any notice, order or proposal given or made (whether before or after the date of the contract) by a body acting on statutory authority
- (k) "requisition" includes objection
- (l) "transfer" includes conveyance and assignment
- (m) "working day" means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday.
- 1.1.2 In these conditions the terms "absolute title" and "official copies" have the special meanings given to them by the Land Registration Act 2002.
- 1.1.3 A party is ready, able and willing to complete:
- (a) if he could be, but for the default of the other party, and
- (b) in the case of the seller, even though the property remains subject to a mortgage, if the amount to be paid on completion enables the property to be transferred freed of all mortgages (except any to which the sale is expressly subject).
- 1.1.4 These conditions apply except as varied or excluded by the contract.
- 1.2 Joint parties**
- If there is more than one seller or more than one buyer, the obligations which they undertake can be enforced against them all jointly or against each individually.
- 1.3 Notices and documents**
- 1.3.1 A notice required or authorised by the contract must be in writing.
- 1.3.2 Giving a notice or delivering a document to a party's conveyancer has the same effect as giving or delivering it to that party.
- 1.3.3 Where delivery of the original document is not essential, a notice or document is validly given or sent if it is sent:
- (a) by fax, or
- (b) by e-mail to an e-mail address for the intended recipient given in the contract.
- 1.3.4 Subject to conditions 1.3.5 to 1.3.7, a notice is given and a document is delivered when it is received.
- 1.3.5 (a) A notice or document sent through a document exchange is received when it is available for collection
- (b) A notice or document which is received after 4.00pm on a working day, or on a day which is not a working day, is to be treated as having been received on the next working day
- (c) An automated response to a notice or document sent by e-mail that the intended recipient is out of the office is to be treated as proof that the notice or document was not received.
- 1.3.6 Condition 1.3.7 applies unless there is proof:
- (a) that a notice or document has not been received, or
- (b) of when it was received.
- 1.3.7 A notice or document sent by the following means is treated as having been received as follows:
- (a) by first-class post: before 4.00pm on the second working day after posting
- (b) by second-class post: before 4.00pm on the third working day after posting
- (c) through a document exchange: before 4.00pm on the first working day after the day on which it would normally be available for collection by the addressee
- (d) by fax: one hour after despatch
- (e) by e-mail: before 4.00pm on the first working day after despatch.
- 1.4 VAT**
- 1.4.1 An obligation to pay money includes an obligation to pay any value added tax chargeable in respect of that payment.
- 1.4.2 All sums made payable by the contract are exclusive of value added tax.
- 1.5 Assignment**
- The buyer is not entitled to transfer the benefit of the contract.
- 2. FORMATION**
- 2.1 Date**
- 2.1.1 If the parties intend to make a contract by exchanging duplicate copies by post or through a document exchange, the contract is made when the last copy is posted or deposited at the document exchange.
- 2.1.2 If the parties' conveyancers agree to treat exchange as taking place before duplicate copies are actually exchanged, the contract is made as so agreed.
- 2.2 Deposit**
- 2.2.1 The buyer is to pay or send a deposit of 10 per cent of the total of the purchase price and the chattels price no later than the date of the contract.
- 2.2.2 If a cheque tendered in payment of all or part of the deposit is dishonoured when first presented, the seller may, within seven working days of being notified that the cheque has been dishonoured, give notice to the buyer that the contract is discharged by the buyer's breach.
- 2.2.3 Conditions 2.2.4 to 2.2.6 do not apply on a sale by auction.
- 2.2.4 The deposit is to be paid by direct credit or to the seller's conveyancer by a cheque drawn on a solicitor's or licensed conveyancer's client account.
- 2.2.5 If before completion date the seller agrees to buy another property in England and Wales for his residence, he may use all or any part of the deposit as a deposit in that transaction to be held on terms to the same effect as this condition and condition 2.2.6.
- 2.2.6 Any deposit or part of a deposit not being used in accordance with condition 2.2.5 is to be held by the seller's conveyancer as stakeholder on terms that on completion it is paid to the seller with accrued interest.
- 2.3 Auctions**
- 2.3.1 On a sale by auction the following conditions apply to the property and, if it is sold in lots, to each lot.
- 2.3.2 The sale is subject to a reserve price.
- 2.3.3 The seller, or a person on his behalf, may bid up to the reserve price.
- 2.3.4 The auctioneer may refuse any bid.
- 2.3.5 If there is a dispute about a bid, the auctioneer may resolve the dispute or restart the auction at the last undisputed bid.
- 2.3.6 The deposit is to be paid to the auctioneer as agent for the seller.
- 3. MATTERS AFFECTING THE PROPERTY**
- 3.1 Freedom from incumbrances**
- 3.1.1 The seller is selling the property free from incumbrances, other than those mentioned in condition 3.1.2.
- (c) those the seller does not and could not reasonably know about
- (d) entries made before the date of the contract in any public register except those maintained by HM Land Registry or its Land Charges Department or by Companies House
- (e) public requirements.
- 3.1.3 After the contract is made, the seller is to give the buyer written details without delay of any new public requirement and of anything in writing which he learns about concerning a matter covered by condition 3.1.2.
- 3.1.4 The buyer is to bear the cost of complying with any outstanding public requirement and is to indemnify the seller against any liability resulting from a public requirement.
- 3.2 Physical state**
- 3.2.1 The buyer accepts the property in the physical state it is in at the date of the contract unless the seller is building or converting it.
- 3.2.2 A leasehold property is sold subject to any subsisting breach of a condition or tenant's obligation relating to the physical state of the property which renders the lease liable to forfeiture.
- 3.2.3 A sub-lease is granted subject to any subsisting breach of a condition or tenant's obligation relating to the physical state of the property which renders the seller's own lease liable to forfeiture.
- 3.3 Leases affecting the property**
- 3.3.1 The following provisions apply if any part of the property is sold subject to a lease.
- 3.3.2 (a) The seller having provided the buyer with full details of each lease or copies of the documents embodying the lease terms, the buyer is treated as entering into the contract knowing and fully accepting those terms.
- (b) The seller is to inform the buyer without delay if the lease ends or if the seller learns of any application by the tenant in connection with the lease; the seller is then to act as the buyer reasonably directs, and the buyer is to indemnify him against all consequent loss and expense.
- (c) Except with the buyer's consent, the seller is not to agree to any proposal to change the lease terms nor to take any step to end the lease.
- (d) The seller is to inform the buyer without delay of any change to the lease terms which may be proposed or agreed.
- (e) The buyer is to indemnify the seller against all claims arising from the lease after actual completion; this includes claims which are unenforceable against a buyer for want of registration.
- (f) The seller takes no responsibility for what rent is lawfully recoverable, nor for whether or how any legislation affects the lease.
- (g) If the let land is not wholly within the property, the seller may apportion the rent.
- 3.4 Retained land**
- Where after the transfer the seller will be retaining land near the property:
- (a) the buyer will have no right of light or air over the retained land, but
- (b) in other respects the seller and the buyer will each have the rights over the land of the other which they would have had if they were two separate buyers to whom the seller had made simultaneous transfers of the property and the retained land.
- The transfer is to contain appropriate express terms.
- 4. TITLE AND TRANSFER**
- 4.1 Proof of title**
- 4.1.1 Without cost to the buyer, the seller is to provide the buyer with proof of the title to the property and of his ability to transfer it, or to procure its transfer.
- 4.1.2 Where the property has a registered title the proof is to include official copies of the items referred to in rules 134(1)(a) and (b) and 135(1)(a) of the Land Registration Rules 2003, so far as they are not to be discharged or overridden at or before completion.
- 4.1.3 Where the property has an unregistered title, the proof is to include:
- (a) an abstract of title or an epitome of title with photocopies of the documents, and
- (b) production of every document or an abstract, epitome or copy of it with an original marking by a conveyancer either against the original or an examined abstract or an examined copy.
- 4.2 Requisitions**
- 4.2.1 The buyer may not raise requisitions:
- (a) on the title shown by the seller taking the steps described in condition 4.1.1 before the contract was made
- (b) in relation to the matters covered by condition 3.1.2.
- 4.2.2 Notwithstanding condition 4.2.1, the buyer may, within six working days of a matter coming to his attention after the contract was made, raise written requisitions on that matter. In that event, steps 3 and 4 in condition 4.3.1 apply.
- 4.2.3 On the expiry of the relevant time limit under condition 4.2.2 or condition 4.3.1, the buyer loses his right to raise requisitions or to make observations.
- 4.3 Timetable**
- 4.3.1 Subject to condition 4.2 and to the extent that the seller did not take the steps described in condition 4.1.1 before the contract was made, the following are the steps for deducing and investigating the title to the property to be taken within the following time limits:
- | Step | Time Limit |
|--|--|
| 1. The seller is to comply with condition 4.1.1 | Immediately after making the contract |
| 2. The buyer may raise written requisitions | Six working days after either the date of the contract or the date of delivery of the seller's proof of title on which the requisitions are raised, whichever is the later |
| 3. The seller is to reply in writing to any requisitions raised | Four working days after receiving the requisitions |
| 4. The buyer may make written observations on the seller's replies | Three working days after receiving the replies |
- The time limit on the buyer's right to raise requisitions applies even where the seller supplies incomplete evidence of his title, but the buyer may, within six working days from delivery of any further evidence, raise further requisitions resulting from that evidence.
- 4.3.2 The parties are to take the following steps to prepare and agree the transfer of the property within the following time limits:
- | Step | Time Limit |
|---|--|
| A. The buyer is to send the seller a draft transfer | At least twelve working days before completion date |
| B. The seller is to approve or revise that draft and either return it or retain it for use as the actual transfer | Four working days after delivery of the draft transfer |
| C. If the draft is returned the buyer is to send an engrossment to the seller | At least five working days before completion date |
- 4.3.3 Periods of time under conditions 4.3.1 and 4.3.2 may run concurrently.
- 4.3.4 If the period between the date of the contract and completion date is less than 15 working days, the time limits in conditions 4.2.2, 4.3.1 and 4.3.2 are to be reduced by the same proportion as that period bears to the period of 15 working days. Fractions of a working day are to be rounded down except that the time limit to perform any step is not to be less than one working day.
- 4.4 Defining the property**
- 4.4.1 The seller need not:
- (a) prove the exact boundaries of the property
- (b) prove who owns fences, ditches, hedges or walls
- (c) separately identify parts of the property with different titles
- further than he may be able to do from information in his possession.
- 4.4.2 The buyer may, if it is reasonable, require the seller to make or obtain, pay for and hand over a statutory declaration about facts relevant to the matters mentioned in condition 4.4.1. The form of the declaration is to be agreed by the buyer, who must not unreasonably withhold his agreement.
- 4.5 Rents and rentcharges**

- 4.6 **Transfer**
- 4.6.1 The buyer does not prejudice his right to raise requisitions, or to require replies to any raised, by taking any steps in relation to preparing or agreeing the transfer.
- 4.6.2 Subject to condition 4.6.3, the seller is to transfer the property with full title guarantee.
- 4.6.3 The transfer is to have effect as if the disposition is expressly made subject to all matters covered by condition 3.12.
- 4.6.4 If after completion the seller will remain bound by any obligation affecting the property which was disclosed to the buyer before the contract was made, but the law does not imply any covenant by the buyer to indemnify the seller against liability for future breaches of it:
- the buyer is to covenant in the transfer to indemnify the seller against liability for any future breach of the obligation and to perform it from then on, and
 - if required by the seller, the buyer is to execute and deliver to the seller on completion a duplicate transfer prepared by the buyer.
- 4.6.5 The seller is to arrange at his expense that, in relation to every document of title which the buyer does not receive on completion, the buyer is to have the benefit of:
- a written acknowledgement of his right to its production, and
 - a written undertaking for its safe custody (except while it is held by a mortgagee or by someone in a fiduciary capacity).
5. **PENDING COMPLETION**
- 5.1 **Responsibility for property**
- 5.1.1 The seller will transfer the property in the same physical state as it was at the date of the contract (except for fair wear and tear), which means that the seller retains the risk until completion.
- 5.1.2 If at any time before completion the physical state of the property makes it unusable for its purpose at the date of the contract:
- the buyer may rescind the contract
 - the seller may rescind the contract where the property has become unusable for that purpose as a result of damage against which the seller could not reasonably have insured, or which it is not legally possible for the seller to make good.
- 5.1.3 The seller is under no obligation to the buyer to insure the property.
- 5.1.4 Section 47 of the Law of Property Act 1925 does not apply.
- 5.2 **Occupation by buyer**
- 5.2.1 If the buyer is not already lawfully in the property, and the seller agrees to let him into occupation, the buyer occupies on the following terms.
- 5.2.2 The buyer is a licensee and not a tenant. The terms of the licence are that the buyer:
- cannot transfer it
 - may permit members of his household to occupy the property
 - is to pay or indemnify the seller against all outgoings and other expenses in respect of the property
 - is to pay the seller a fee calculated at the contract rate on a sum equal to the purchase price and the chattels price (less any deposit paid) for the period of the licence
 - is entitled to any rents and profits from any part of the property which he does not occupy
 - is to keep the property in as good a state of repair as it was in when he went into occupation (except for fair wear and tear) and is not to alter it
 - is to insure the property in a sum which is not less than the purchase price against all risks in respect of which comparable premises are normally insured
 - is to quit the property when the licence ends.
- 5.2.3 On the creation of the buyer's licence, condition 5.1 ceases to apply, which means that the buyer then assumes the risk until completion.
- 5.2.4 The buyer is not in occupation for the purposes of this condition if he merely exercises rights of access given solely to do work agreed by the seller.
- 5.2.5 The buyer's licence ends on the earliest of: completion date, rescission of the contract or when five working days' notice given by one party to the other takes effect.
- 5.2.6 If the buyer is in occupation of the property after his licence has come to an end and the contract is subsequently completed he is to pay the seller compensation for his continued occupation calculated at the same rate as the fee mentioned in condition 5.2.2(d).
- 5.2.7 The buyer's right to raise requisitions is unaffected.
6. **COMPLETION**
- 6.1 **Date**
- 6.1.1 Completion date is twenty working days after the date of the contract but time is not of the essence of the contract unless a notice to complete has been served.
- 6.1.2 If the money due on completion is received after 2.00pm, completion is to be treated, for the purposes only of conditions 6.3 and 7.3, as taking place on the next working day as a result of the buyer's default.
- 6.1.3 Condition 6.1.2 does not apply and the seller is treated as in default if:
- the sale is with vacant possession of the property or any part of it, and
 - the buyer is ready, able and willing to complete but does not pay the money due on completion until after 2.00pm because the seller has not vacated the property or that part by that time.
- 6.2 **Arrangements and place**
- 6.2.1 The buyer's conveyancer and the seller's conveyancer are to co-operate in agreeing arrangements for completing the contract.
- 6.2.2 Completion is to take place in England and Wales, either at the seller's conveyancer's office or at some other place which the seller reasonably specifies.
7. **REMEDIES**
- 7.1 **Errors and omissions**
- 7.1.1 If any plan or statement in the contract, or in the negotiations leading to it, is or was misleading or inaccurate due to an error or omission, the remedies available are as follows.
- 7.1.2 When there is a material difference between the description or value of the property, or of any of the chattels included in the contract, as represented and as it is, the buyer is entitled to damages.
- 7.1.3 An error or omission only entitles the buyer to rescind the contract:
- where it results from fraud or recklessness, or
 - where he would be obliged, to his prejudice, to accept property differing substantially (in quantity, quality or tenure) from what the error or omission had led him to expect.
- 7.2 **Rescission**
- If either party rescinds the contract:
- unless the rescission is a result of the buyer's breach of contract the deposit is to be repaid to the buyer with accrued interest
 - the buyer is to return any documents he received from the seller and is to cancel any registration of the contract.
- 7.3 **Late completion**
- 7.3.1 If there is default by either or both of the parties in performing their obligations under the contract and completion is delayed, the party whose total period of default is the greater is to pay compensation to the other party.
- 7.3.2 Compensation is calculated at the contract rate on an amount equal to the purchase price and the chattels price, less (where the buyer is the paying party) any deposit paid, for the period by which the paying party's default exceeds that of the receiving party, or, if shorter, the period between completion date and actual completion.
- 7.3.3 Any claim for loss resulting from delayed completion is to be reduced by any compensation paid under this contract.
- 7.3.4 Where the buyer holds the property as tenant of the seller and completion is delayed, the seller may give notice to the buyer, before the date of actual completion, that he intends to take the net income from the property until completion. If he does so, he cannot claim compensation under condition 7.3.1 as well.
- 7.4 **After completion**
- Completion does not cancel liability to perform any outstanding obligation under this contract.
- 7.5 **Buyer's failure to comply with notice to complete**
- 7.5.1 If the buyer fails to complete in accordance with a notice to complete, the following terms apply.
- 7.5.2 The seller may rescind the contract, and if he does so:
- he may
 - forfeit and keep any deposit and accrued interest
 - resell the property and any chattels included in the contract
 - claim damages
 - the buyer is to return any documents he received from the seller and is to cancel any registration of the contract.
- 7.5.3 The seller retains his other rights and remedies.
- 7.6 **Seller's failure to comply with notice to complete**
- 7.6.1 If the seller fails to complete in accordance with a notice to complete, the following terms apply.
- 7.6.2 The buyer may rescind the contract, and if he does so:
- the deposit is to be repaid to the buyer with accrued interest
 - the buyer is to return any documents he received from the seller and is, at the seller's expense, to cancel any registration of the contract.
- 7.6.3 The buyer retains his other rights and remedies.
8. **LEASEHOLD PROPERTY**
- 8.1 **Existing leases**
- 8.1.1 The following provisions apply to a sale of leasehold land.
- 8.1.2 The seller having provided the buyer with copies of the documents embodying the lease terms, the buyer is treated as entering into the contract knowing and fully accepting those terms.
- 8.1.3 The seller is to comply with any lease obligations requiring the tenant to insure the property.
- 8.2 **New leases**
- 8.2.1 The following provisions apply to a contract to grant a new lease.
- 8.2.2 The conditions apply so that:
- "seller" means the proposed landlord
 - "buyer" means the proposed tenant
 - "purchase price" means the premium to be paid on the grant of a lease.
- 8.2.3 The lease is to be in the form of the draft attached to the contract.
- 8.2.4 If the term of the new lease will exceed seven years, the seller is to deduce a title which will enable the buyer to register the lease at HM Land Registry with an absolute title.
- 8.2.5 The seller is to engrave the lease and a counterpart of it and is to send the counterpart to the buyer at least five working days before completion date.
- 8.2.6 The buyer is to execute the counterpart and deliver it to the seller on completion.
- 8.3 **Consent**
- 8.3.1 (a) The following provisions apply if a consent to let, assign or sub-let is required to complete the contract
- (b) In this condition "consent" means consent in the form which satisfies the requirement to obtain it.
- 8.3.2 (a) The seller is to apply for the consent at his expense, and to use all reasonable efforts to obtain it
- (b) The buyer is to provide all information and references reasonably required.
- 8.3.3 Unless he is in breach of his obligation under condition 8.3.2, either party may rescind the contract by notice to the other party if three working days before completion date (or before a later date on which the parties have agreed to complete the contract):
- the consent has not been given, or
 - the consent has been given subject to a condition to which a party reasonably objects. In that case, neither party is to be treated as in breach of contract and condition 7.2 applies.
9. **COMMONHOLD LAND**
- 9.1 Terms used in this condition have the special meanings given to them in Part 1 of the Commonhold and Leasehold Reform Act 2002.
- 9.2 This condition applies to a disposition of commonhold land.
- 9.3 The seller having provided the buyer with copies of the current versions of the memorandum and articles of the commonhold association and of the commonhold community statement, the buyer is treated as entering into the contract knowing and fully accepting their terms.
- 9.4 If the contract is for the sale of property which is or includes part only of a commonhold unit:
- the seller is to apply for the written consent of the commonhold association at his expense and is to use all reasonable efforts to obtain it
 - either the seller, unless he is in breach of his obligation under paragraph (a), or the buyer may rescind the contract by notice to the other party if three working days before completion date (or before a later date on which the parties have agreed to complete the contract) the consent has not been given. In that case, neither party is to be treated as in breach of contract and condition 7.2 applies.
10. **CHATTELS**
- 10.1 The following provisions apply to any chattels which are included in the contract, whether or not a separate price is to be paid for them.

SPECIAL CONDITIONS

1. (a) This contract incorporates the Standard Conditions of Sale (Fourth Edition).
(b) The terms used in this contract have the same meaning when used in the Conditions.
 2. Subject to the terms of this contract and to the Standard Conditions of Sale, the seller is to transfer the property with either full title guarantee or limited title guarantee, as specified on the front page.
 3. The chattels which are on the property and are set out on any attached list are included in the sale and the buyer is to pay the chattels price for them.
 4. The property is sold with vacant possession.
- (or) 4. The property is sold subject to the following leases or tenancies:

Seller's conveyancers*:

Buyer's conveyancers*:

*Adding an e-mail address authorises service by e-mail: see condition 1.3.3(b)



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.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

| | |
|--|---|
| | 1 Title number(s) of the property: |
| | 2 Property: |
| | 3 Date: |
| | 4 Transferor: <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 England and Wales including any prefix: |
| | 5 Transferee for entry in the register: <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 England and Wales including any prefix: |
| | 6 Transferee's intended address(es) for service for entry in the register: |
| | 7 The transferor transfers the property to the transferee |

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

8 Consideration

- The transferor has received from the transferee for the property the following sum (in words and figures):

- The transfer is not for money or anything that has a monetary value

- Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

9 The transferor transfers with

- full title guarantee
- limited title guarantee

Where the transferee is more than one person, place 'X' in the appropriate box.

10 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants

- they are to hold the property on trust for themselves as tenants in common in equal shares

- they are to hold the property on trust:

Complete as necessary.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

11 Additional provisions

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.

12 Execution

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.

3.3

SOLICITORS' UNDERTAKING

[TO BE TYPED ON OBLIGOR'S SOLICITOR'S HEADED NOTEPAPER]

16

Your Reference:

Our Reference:

Chain Mender Limited
Chiltern House
45 Station Road
Henley-on-Thames
Oxfordshire RG9 1AT

Date:

Dear Sirs

[] ("the Obligor")
[] (**Title Number:** []) ("the Property")

We refer to a finance agreement dated [] ("the Agreement") for a proposed finance facility of £[] ("the Finance") to be made by you to the Obligor.

In consideration of you agreeing to provide the Finance to the Obligor, we undertake to you as follows:-

1. To hold all monies ("the Monies") credited by you to our Client Account (details of which are set out below) in connection with the Finance, strictly to your order and not to release the Monies without a written authorisation from your Legal Department.
2. To return, by CHAPS payment, the Monies to you immediately:
 - (a) on your request; or
 - (b) within five working days after we have received it if we are not then able to use the Monies for the purpose set out in point 3 below.
3. To use the Monies to discharge the charge(s) ("the Existing Charges") registered at HM Land Registry against the Property in favour of [] [*Obligor's solicitors to enter names of chargee*] ("the Chargees").
4. To forward to you as soon as possible after draw down of the Finance and in any event within 10 working days after draw down:
 - 4.1 DS1(s) for the Existing Charges from the Chargees; and
 - 4.2 all title deeds and documents for the Property which the Obligor and/or the Chargees are holding.

Details of our Client Account are as follows:

Account Name: []

Account Number: []

Bank: []

Address: []

Sort Code: []

Yours faithfully

3,4

14

NOTICE TO GAS SUPPLIER

To: *

Dear Sirs,

Account Number: *

Account Name(s): *

Property: *

I/We ** will be moving out of the above property, the meter reading is _____

My/Our ** forwarding address for our final bill is _____

Chain Mender Limited, Chiltern House, 45 Station Road, Henley-on-Thames, Oxfordshire RG9 1AT will be responsible for all gas used after today at the Property, until they notify you to the contrary.

Yours faithfully,

Signature

Signature

Print Name

Print Name

Date: _____

* Please provide details
** Delete as relevant

NOTICE TO ELECTRICITY SUPPLIER

To: *

Dear Sirs,

Account Number: *

Account Name(s): *

Property: *

I/We ** will be moving out of the above property, the meter reading is _____

My/Our ** forwarding address for our final bill is _____

Chain Mender Limited, Chiltern House, 45 Station Road, Henley-on-Thames, Oxfordshire RG9 1AT will be responsible for all electricity used after today at the Property, until they notify you to the contrary.

Yours faithfully,

Signature

Signature

Print Name

Print Name

Date: _____

* Please provide details
** Delete as relevant

NOTICE TO WATER SUPPLIER

To: *

Dear Sirs,

Your Reference Number: *

Home Owner's Name(s): *

Property: *

I/We ** will be moving out of the above property, the meter reading is _____
(only applicable if the Property has a water meter, and if it can be read).

My/Our ** forwarding address for our final bill is _____

Chain Mender Limited, Chiltern House, 45 Station Road, Henley-on-Thames, Oxfordshire RG9 1AT
will be responsible for all water used after today at the Property, until they notify you to the contrary.

Yours faithfully,

Signature

Signature

Print Name

Print Name

Date: _____

* Please provide details.
** Delete as relevant.

NOTICE TO LOCAL AUTHORITY

Your Reference: Poll Tax Section

To: *

Dear Sirs,

Your Reference Number: *

Home Owner's Name(s): *

Property: _____

I/We ** have moved out of the above property today, and it is vacant. My/Our ** forwarding address for our final bill is *

Yours faithfully,

Signature

Signature

Print Name

Print Name

Date: _____

* Please provide details

** Delete as relevant

Land Registry
Application to enter a restriction

(ON LEGAL COMPLETION) **RX1**

6.1

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.

Land Registry is unable to give legal advice but our website www1.landregistry.gov.uk provides guidance on Land Registry applications. This includes public guides and practice guides (aimed at conveyancers) that can also be obtained from any Land Registry office.

See www1.landregistry.gov.uk/regional if you are unsure which Land Registry office to send this application to.

'Conveyancer' is a term used in this form. It is defined in rule 217(1) of the Land Registration Rules 2003 and includes, among others, solicitor, licensed conveyancer and fellow of the Institute of Legal Executives.

| |
|---|
| LAND REGISTRY USE ONLY Record of fees paid |
| Particulars of under/over payments |
| Reference number Fees debited £ |

Where there is more than one local authority serving an area, enter the one to which council tax or business rates are normally paid.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Place 'X' in the appropriate box.

Give a brief description of the part affected, for example 'edged red on the attached plan'.

Complete details of charge if appropriate.

See fees calculator at www1.landregistry.gov.uk/fees

Place 'X' in the appropriate box.

The fee will be charged to the account specified in panel 7.

| | | | | | |
|----------------------|--|-------------|--------------|----------------------|--|
| 1 | Local authority serving the property: | | | | |
| 2 | Title number(s) of the property: | | | | |
| 3 | <p>Property:</p> <p>The restriction applied for is to affect</p> <p><input type="checkbox"/> the whole of the registered estate</p> <p><input type="checkbox"/> the part(s) of the registered estate as shown:</p> <p><input type="checkbox"/> the registered charge(s) dated _____ in favour of:</p> | | | | |
| 4 | <p>Application and fee</p> <table border="1"> <tr> <td>Application</td> <td>Fee paid (£)</td> </tr> <tr> <td>Entry of restriction</td> <td></td> </tr> </table> <p>Fee payment method</p> <p><input type="checkbox"/> cheque made payable to 'Land Registry'</p> <p><input type="checkbox"/> direct debit, under an agreement with Land Registry</p> | Application | Fee paid (£) | Entry of restriction | |
| Application | Fee paid (£) | | | | |
| Entry of restriction | | | | | |

List the documents lodged with this form. If this application is accompanied by either Form AP1 or FR1 please only complete the corresponding panel on Form AP1 or DL (if used). Copy documents should be listed separately. If you supply a certified copy of an original document we will return the original; if a certified copy is not supplied, we may retain the original document and it may be destroyed.

Provide the full name(s) of the person(s) applying to enter the restriction. Where a conveyancer lodges the application, this must be the name(s) of the client(s), not the conveyancer.

If you are paying by direct debit, this will be the account charged.

This is the address to which we will normally send requisitions and return documents. However if you insert an email address, we will use this whenever possible.

| | |
|--|---------|
| 5 Documents lodged with this form: | |
| 6 The applicant: | |
| 7 This application is sent to Land Registry by <input data-bbox="605 606 1377 655" type="text"/> Key number (if applicable): Name: Address or UK DX box number: Email address: Reference: | |
| Phone no: | Fax no: |

You must place 'X' in only one box in this panel. See Practice Guide 19 if you are unsure which option you need to select.

List any supporting documents in panel 5 or on Form AP1 or DL (if used).

Panel 11 must be completed or a separate consent enclosed.

List any supporting documents in panel 5 or on Form AP1 or DL (if used). Panel 11 must be completed or a separate consent enclosed.

List any supporting documents in panel 5 or on Form AP1 or DL (if used).

8 The applicant is entitled to apply for a restriction because

(A) Applicant is the registered proprietor

- The applicant is the registered proprietor of the estate/charge referred to in panel 3

(B) Applicant is entitled to be registered as the proprietor

- Evidence of that entitlement accompanies this application
- I am the applicant's conveyancer and certify that I am satisfied that the applicant is entitled to be registered as proprietor and that I hold the originals of the documents that contain evidence of the applicant's entitlement, or an application for registration of the applicant as proprietor is pending at Land Registry

(C) Application made with the consent of the registered proprietor

- The relevant consent accompanies this application
- I am the applicant's conveyancer and certify that I hold the relevant consent

(D) Application made with the consent of person entitled to be registered as proprietor

- The relevant consent and evidence of that entitlement accompany this application
- I am the applicant's conveyancer and I certify that the relevant consent accompanies this application.

I also certify that I am satisfied that the person consenting to this application is entitled to be registered as proprietor and that I hold the originals of the documents that contain evidence of that person's entitlement, or an application for registration of that person as proprietor is pending at Land Registry

- I am the applicant's conveyancer and I certify that I hold the relevant consent.

I also certify that I am satisfied that the person consenting to this application is entitled to be registered as proprietor and that I hold the originals of the documents that contain evidence of that person's entitlement, or an application for registration of that person as proprietor is pending at Land Registry

(E) Other evidence in support of applicant's claim

None of the above statements applies but the applicant has the following sufficient interest in the making of the entry of the restriction applied for in panel 9

- The applicant has made the statement in panel 12
- I am the applicant's conveyancer and I certify as to the applicant's interest in panel 13

Set out in full the wording of the restriction required. For standard form restrictions, also insert the reference letter(s) of the form. For non-standard form restrictions delete the words in square brackets. Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003. Further guidance is contained in Practice Guide 19.

You must set out the wording of the restriction in full, unless you are applying for a standard form of restriction that has no variable content.

You must include the address(es) for service where a standard form of restriction requires an address to be included or where any other restriction requires a consent or certificate to be provided, or notice to be served on the restrictioneer. Each restrictioneer may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

If the restriction refers to a registered company or limited liability partnership incorporated anywhere in the United Kingdom include the registered number (including any prefix) immediately after the name of the company. For an overseas company include the territory of incorporation and if its particulars are registered at Companies House, state the registered number in England and Wales.

If a conveyancer is acting for the applicant, that conveyancer must sign. If no conveyancer is acting, the applicant (and if more than one person then each of them) must sign.

The conveyancer must sign if they have given one of the certificates referred to in panel 8.

See panel 8.

9 The applicant applies to enter a restriction [in standard form] against the estate/charge referred to in panel 3 in the following words:

10 Signature of applicant or their conveyancer:

Date:

11 I/We consent to the entry of the restriction specified in panel 9 against the estate or charge referred to in panel 3.

Print full name

Signature

1.

1.

2.

2.

3.

3.

4.

4.

Only complete this panel if you have completed option (E) in panel 8. If a conveyancer is lodging the application, the conveyancer may either complete panel 13 and leave this panel blank, or may arrange for the applicant to complete this panel.

Set out the nature of the applicant's interest.

Set out details of the circumstances in which the interest arose.

List any supporting documents in panel 5 or on Form AP1 or DL (if used).

See the warnings at the end of this form.

Only complete this panel if you have completed option (E) in panel 8 and a conveyancer is lodging the application.

Set out the nature of the applicant's interest.

Set out details of the circumstances in which the interest arose.

List any supporting documents in panel 5 or on Form AP1 or DL (if used).

See the warnings at the end of this form.

12 The applicant states that the applicant has a sufficient interest in the restriction being entered in the register.

Nature of applicant's interest:

Details of how the applicant's interest arose:

Signature of applicant:

13 I certify that the applicant has a sufficient interest in the restriction being entered in the register.

Nature of applicant's interest:

Details of how the applicant's interest arose:

Signature of conveyancer:

The conveyancer's full name is:

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.