

# HM Land Registry

## Transfer of part of registered title(s)

# TP1

Any parts of the form that are not typed should be completed in black ink and in block capitals.  
 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.  
 For information on how HM Land Registry processes your personal information, see our Personal Information Charter.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.  
 Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of all of the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM 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.

	<p><b>1 Title number(s) out of which the property is transferred:</b>                  HE7812</p>
	<p><b>2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:</b>                  HE46890</p>
	<p><b>3 Property:</b>                  24.12 acres of land or thereabouts at Lower Ailey, Kinnersley, Herefordshire as identified on the attached plan and shown edged red.</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown:                  edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
	<p><b>4 Date:</b></p>
	<p><b>5 Transferor:</b>                  Clive Dennis Thomas, Pauline Margaret Thomas and Gwendoline Margaret Thomas</p> <p><b>For UK incorporated companies/LLPs</b>                  Registered number of company or limited liability partnership including any prefix:</p> <p><b>For overseas companies</b>                  (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
	<p><b>6 Transferee for entry in the register:</b></p> <p><b>For UK incorporated companies/LLPs</b>                  Registered number of company or limited liability partnership including any prefix:</p> <p><b>For overseas companies</b>                  (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>

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.

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 12.

Place 'X' in any box that applies.

Add any modifications.

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

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
  - in the first box, or
  - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to *Joint property ownership* and *practice guide 24: private trusts of land* for further guidance. These are both available on the GOV.UK website.

7 Transferee's intended address(es) for service for entry in the register:

8 The transferor transfers the property to the transferee

9 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:

10 The transferor transfers with

- full title guarantee
- limited title guarantee

11 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:

Use this panel for:

- definitions of terms not defined above.
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

## 12 Additional provisions

### Definitions

12.1.1 "the Authorities" means the relevant public highway drainage and planning authorities and undertakings responsible for the supply of water electricity communication media and similar services

12.1.2 "Conditions of Entry" means the conditions to which any right to enter granted or reserved in clause 12.2 or 12.3 is subject, which are that the right shall be subject to the person exercising the right

(a) effecting entry at a reasonable time (or at any time in an emergency)

(b) giving reasonable notice (save in the case of emergency) to the person whose premises are being entered

(c) causing as little damage as possible to the premises being entered and promptly making good any damage caused to the reasonable satisfaction of the person whose premises are being entered

12.1.3 "the Farm" means such part of the Retained Land as comprises the farm yard and buildings at Lower Ailey

12.1.4 "the Plan" means the plan annexed to this Transfer.

12.1.5 "the Retained Land" means the land (except the Property) now or formerly vested in the Transferor under title number HE7812

12.1.6 "the Service Installations" means pipes wires and cables (and any ancillary structures and equipment) now or within a period of eighty years from the date hereof laid installed or constructed within the Property or the Retained Land

12.1.7 "the Soakaway System" means the pipes and soakaway running from the septic tank on Sunny Cottage laid or to be laid within the area of the Property shaded yellow on the plan to the Transfer of Sunny Cottage dated 2020

12.1.8 "Sunny Cottage" means the land and premises now or formerly vested in the Transferor under title number HE46890 and part title number HE7812

12.1.9 "Welsh Water" means Dwr Cymru Welsh Water (Company reg no 2366777) of Pentwyn Road, Nelson Road, Treharris Mid-Glamorgan CF46 6LY

### Rights granted for the benefit of the property

12.2 The Transferor transfers the Property together with the following rights (in common with all others having a similar right:

12.2.1 for a period of 12 months only from the date of this Transfer (but strictly subject to the observance and performance of the covenants on the part of the Transferee in clauses 12.4 and 12.5 of this Transfer and to compliance where applicable with the Conditions of Entry):-

12.2.1(a) to take a supply of water from the borehole on the Retained Land **between the hours of 9.00pm and 5.00am** only and to use the same for all purposes connected with the Property.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

12.2.1(b) to enter upon such part of the Retained Land as is reasonably necessary to remove the CHP Unit and the associated meters and apparatus from the Farm

12.2.1(c) at the cost of the Transferee and subject to the installation of a suitable submeter to measure the quantity of electricity consumed at the Property, to connect into the electricity supply at the Farm to take a supply of electricity to the Property

12.2.2(a) the right for the Transferee or the Authorities and all persons authorised by either of them to lay or bring in under or over the Retained Land along a route or routes to be agreed with the Transferor prior to the commencement of such work (such consent not to be unreasonably withheld or delayed) and on production where applicable of all necessary consents from the Authorities, such Service Installations as may be required to bring supplies of water and electricity to the Property

12.2.2(b) the right to the passage of water and electricity through such Service Installations

12.2.2(c) the right to enter upon such part of the Retained Land as may reasonably be required to maintain repair and renew such Service Installations

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

#### **Rights reserved for the benefit of other land**

12.3 The Transferor excepts and reserves out of the Property for the benefit of Sunny Cottage:

12.3.1 subject to compliance with the Conditions of Entry the right to enter such parts of the Property as are reasonably necessary with or without workmen and equipment

(a) to lay Service Installations to Sunny Cottage and the Soakaway System from Sunny Cottage in over or under the Property along a route or routes to be agreed prior to the commencement of the work with the Transferee (such consent not to be unreasonably withheld or delayed) and on production where applicable of all necessary consents from the statutory undertakers or local authority as the case may be

(b) to inspect repair maintain install or replace any Service Installations or Soakaway System serving the Property

(c) to inspect or carry out works to Sunny Cottage or any boundaries for which the owner of Sunny Cottage is responsible

Include words of covenant.

#### **Restrictive covenants by the transferee**

12.4 the Transferee covenants with the Transferor for the benefit of the Retained Land with the intention of binding the Property and each and every part of it as follows:

12.4.1 for so long as the Transferee has the right to take and use a supply of water from the borehole on the Retained Land under clause 12.2 not to waste water on the Property and to maintain the water supply pipe in good repair and condition and watertight

Include words of covenant.

#### **Restrictive covenants by the transferor**

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

#### Other

##### **Positive covenants by the Transferee:**

12.5 The Transferee covenants with the Transferor for the benefit of the Retained Land and with the intention of binding the Property and each and every part of it:

12.5.1 whilst the Transferee has a right to take a supply of water under clause 12.2:

- (a) to maintain in good repair and working condition the meter metering the supply of water to the Property
- (b) to pay to the Transferor on demand each month a sum (together with any VAT on it) calculated by reference to the quantity of water supplied to the Property as recorded by any meter for the time being solely recording the water supplied to the Property at a rate equivalent to that charged by Welsh Water the first such payment to be made one month after the date of this Transfer

12.5.2 whilst the Transferee has a right to take a supply of electricity under clause 12.2:

- (a) to maintain the submeter metering the supply of electricity to the Property in good repair and working condition
- (b) to pay to the Transferor on a weekly basis a sum (together with any VAT on it) calculated by reference to the quantity of electricity supplied to the Property as recorded by the submeter at a rate equivalent to that charged by the Authority providing the supply, the first such payment to be made one week after the installation of the submeter with the intention that payment thereafter will be made in advance based upon the amount of electricity used in each previous week, with any adjustments to be made quarterly when as appropriate and forthwith the Transferor will refund to the Transferee any overpayment or the Transferee will make any additional payment to the Transferor to cover any shortfall in the cost of the electricity supplied to the Property

Provided that if during the whole or any part of a period either there is no submeter solely metering the supply of electricity to the Property or or if there is such a meter but it fails to work or fails to work properly then a reasoned estimate of the electricity supplied to the Property during that period must be made by the Transferor and be treated as the actual quantity of electricity supplied during that period

##### **Agreements and Declarations**

12.6 This Transfer shall unless the context requires

otherwise be interpreted as follows:

12.6.1(a) Unless otherwise stated references to clauses are references to operative clauses of this Transfer.

12.6.1(b) Headings are inserted for convenience only and shall not affect the construction of this Transfer.

12.6.1(c) The expressions "the Transferor" and "the Transferee" shall extend to their respective successors in title.

12.6.1(d) The singular number shall include the plural number and vice versa.

12.6.1(e) The neuter gender shall include the masculine and/or the feminine genders and vice versa in either case.

12.6.1(f) All covenants shall where more than one person gives or becomes bound by them be treated as joint and several

12.6.1 (g) References for doing any act shall extend to causing or allowing such act.

12.6.2 The Transferee shall not by implication prescription or otherwise than by grant in this Transfer become entitled to any right of light or air or other easement which would restrict or interfere with the free use of the Retained Land for building or any other purpose.

12.6.3 The rights to a supply of water and to a supply of electricity granted under clause 12.2 will cease 12 months from the date of this Transfer (or on the connection of the Property to a mains or alternative supply if sooner) and the supplies will then be disconnected by the Transferor.

12.6.4 If there shall be any dispute between the Transferor and the Transferee as to the amount of the payments to be made under clause 12.5 the same shall be referred to the decision of a Chartered Surveyor appointed by agreement between them or in default of agreement within fourteen days of one party giving notice to the other of his nomination appointed by or on behalf of the President of the Royal Institute of Chartered Surveyors on the application of either party and the surveyor shall act as an expert and not as an arbitrator and his decision shall be final and binding upon the parties and the costs of his appointment shall be as he may award

12.6.5 The rights granted and reserved in clauses 12.2.2 and 12.3 are intended to extend to any easements or wayleaves licence rights or privileges granted or to be granted to any Authority in connection with Service Installations and the parties shall if requested grant to the said Authorities such easements wayleaves licence rights and privileges as they shall reasonably require in connection with the provision and maintenance of such Service Installations provided always that the granting of any such rights shall not affect the buildings on the Retained Land or the Property

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.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

### 13 Execution

Signed as a deed by:  
CLIVE DENNIS THOMAS  
Signature.....  
in the presence of:  
Signature of witness.....  
Name (in BLOCK CAPITALS)  
Address

Signed as a deed by:  
PAULINE MARGARET THOMAS  
Signature.....  
in the presence of:  
Signature of witness.....  
Name (in BLOCK CAPITALS)  
Address

Signed as a deed by:  
GWENDOLINE MARGARET THOMAS  
who has a beneficial interest  
in the Property  
acting by her attorney  
CLIVE DENNIS THOMAS  
Signature.....  
in the presence of:  
Signature of witness.....  
Name (in BLOCK CAPITALS)  
Address

Signed as a deed by:  
Signature.....  
in the presence of:  
Signature of witness.....  
Name (in BLOCK CAPITALS)  
Address

Signed as a deed by:  
Signature.....  
in the presence of:  
Signature of witness.....  
Name (in BLOCK CAPITALS)  
Address

**WARNING**

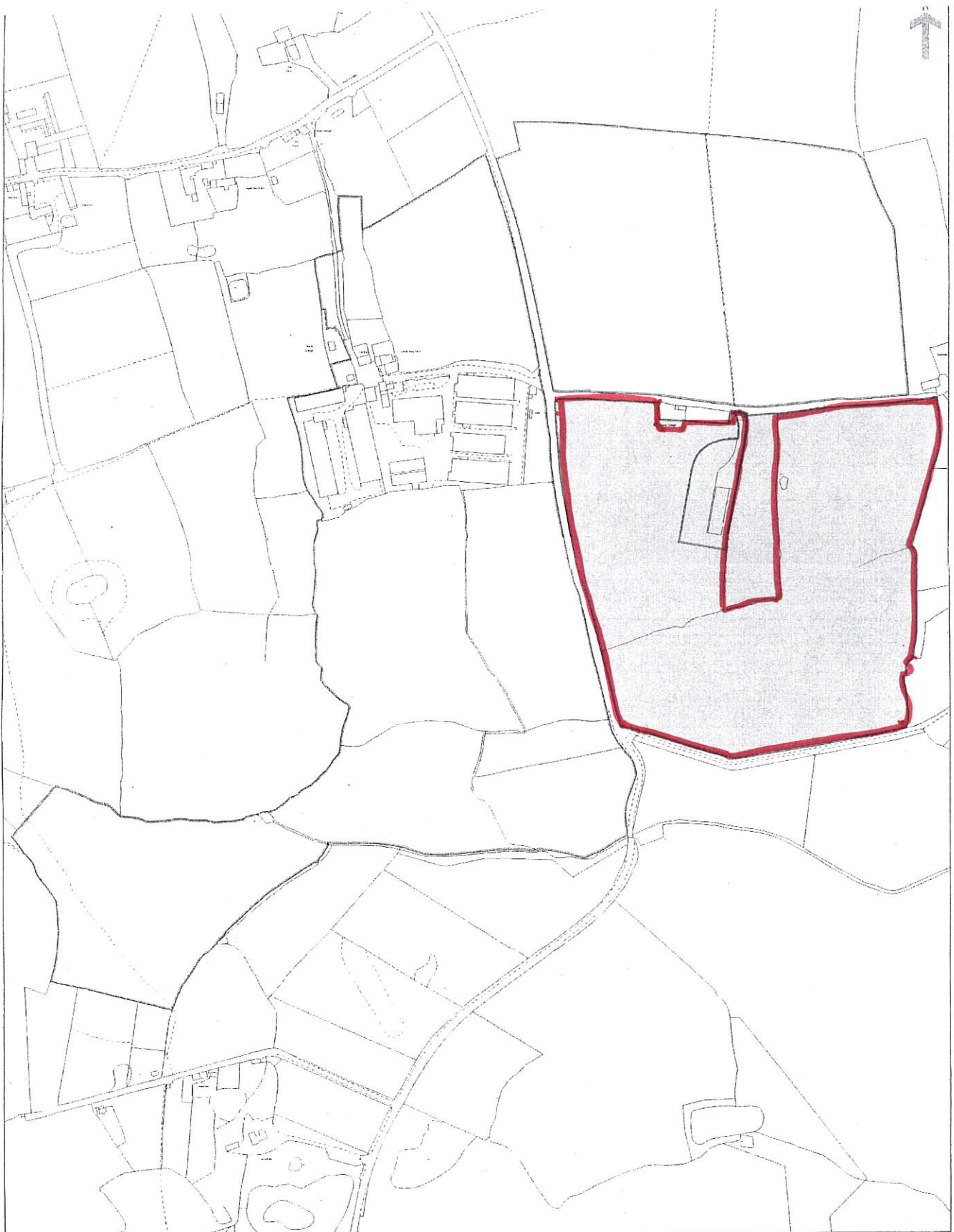
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud 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.



Lot 1



This official copy issued on 4 June 2020 shows the state of this title plan on 4 June 2020 at 13:17:25.  
It is admissible in evidence to the same extent as the original (s 67 Land Registration Act 2002).  
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.  
This title is dealt with by HM Land Registry, Durham Office.

