

# STANDARD TERMS and CONDITIONS

Revised 01/09/2010

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

*It is firstly agreed by all parties that where two or more persons constitute the buyer/s that all obligations herein on the part of the buyer, shall be joint and several obligations on the part of such persons. ALSO that all references to the singular and to the masculine shall include the plural and the female.*

## Planning Permission

*All land sold by GLADWISH LAND SALES LIMITED is simply sold as either being Agricultural or Forestry land or a mixture of both. Although after purchase you may apply for Planning Permission for a change of use, GLADWISH LAND SALES LIMITED do not imply in any way that permission for change of use will be granted for any land sold by us.*

## Freehold

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

*See further note under next heading.*

## Searches

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

## Plotowners Associations

*Because land we sell is usually in plots we assist in setting up a Plotowners Association at each individual place that we have land. These Associations enable plot owners to organise amongst themselves such things as sharing the cost of connecting services and laying such things as water pipes and standpipes and also if they wish to put in for planning permission such costs as a planning consultant estimated at £3,500 when shared by say 50 plot owners is only £70 each. Buyers do not have to join a Plotowners Association and once there is a secretary for a place GLADWISH LAND SALES LIMITED are no longer involved in the running of the Plotowners Association who will choose their own Secretary, Chairperson and Treasurer and make their own decisions as voted for by the majority of plot owners who are members.*

## Insurance/Risks

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

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**Borders**

*Traditionally, the buyer / buyers of land are expected to establish any borders that are not bordered at the time of purchase and within 28 days of purchase and maintain them in the future. GLADWISH LAND SALES LIMITED will not uphold you to this but sometimes you will find that it is already a Covenant in the Deeds passed down from a previous owner. See Indemnity next. Establishing a border can be done by a row of conifers or Cattle Wire fencing or Post and Rail fencing. SUBJECT to not having an “Article 4” on the land. Article 4, see below.*

**Article 4’s**

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

**Tree Preservation Orders**

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

**Indemnity**

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

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

**Solicitors**

*Solicitors are not required as Deeds or Land Registry Transfer Forms, TP1 or TR1 are Instant upon payment. However, a buyer is welcome to use a solicitor, remembering that Gladwish Land Sales Limited do not do a Contract of Sale but go straight to a Form TP1 or TR1. Therefore, Gladwish Land Sales Limited does not do correspondence and thereby saves costs and retains the right to sell the land to someone else if someone else pays quicker than a person who uses a solicitor.*

**Instant Deeds**

*Instant Deeds in the Form of H. M. Land Registry TP1 or TR1 complete with Form SDLT Submission Receipt, Form AP1 and ID1 / ID2 Forms to the Land Registry are supplied by Gladwish Land Sales Limited instantly to CHAPS, AFTS, CASH, CARD or On-Line buyers or we can send them to the Land Registry on your behalf. These Forms are supplied ten days later to buyers who pay by CHEQUE or BANKERS DRAFT and subject to the speed the buyer completes and returns the first set of documents.*

**....Remember that buying land is not just for you to use now,  
nor is it for your lifetime  
but it is yours and your heirs FOREVER**

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### **Identity Check**

*Due to Land Registry rules all buyers will need to identify themselves and this can be with a copy of Their Driving Licence with a clear photograph and address. If they do not have a Driving Licence then a recent Utility Bill with their name and address on it and a copy of their passport page that has a clear photograph and name on it. This identity needs to be produced with each purchase.*

### **Electronic transfers**

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

### **Purchase by telephone**

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

### **Cancellation Period**

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

*Contracts for land do not carry cancellation rights under the Distance Selling Regulations but for moral and ethical reasons GLADWISH LAND SALES LIMITED will still maintain a cancellation period for payments made by cheque until the cheque clears the banking system.*

### **Deposits**

*With respect to cheques that have cleared the banking system that when you pay a deposit and we (Gladwish Land Sales Limited) accept the deposit we have at the moment of payment a contract that is binding for both you the buyer and us the seller. You on your part could ask for your deposit back on a cheque that has not cleared the banking system and we on our part could ask you for our reasonable costs up to the full contracted price of the land. Usually, our costs equal the deposit the buyer has paid. Therefore, if you ask for your deposit back we could ask you to pay us more than you have already paid us. Having said that, we on our part will not ask you for more than the 10% if you do not request a refund and accept that you have lost your deposit. The reason for this clause is that once we transfer the land to you we have to pay the trader or seller.*

*\*Our sales department would actually advise you to continue the purchase of the plot of land and when in your name Gladwish Land Sales Limited can re-resell the plot for you at a profit. This way you suffer no loss of capital.*

### **Rights of Way/Landlocked**

*It is not legal to sell land that is Landlocked, so we provide Rights of Way on the transfer deeds for access to the land by Vehicle, Horse and by Foot for you and your nominees subject to a Fair proportion of maintaining the said tracks. Likewise the right to lay all services subject to planning permission and subject to paying a proportion of the costs of laying pipes, cables etc and making good any damage caused.*