# DATED 21 Quantos

CONTRACT FOR THE SALE OF FREEHOLD LAND WITH VACANT POSSESSION at

at Biggin's Wood, North of Caesars Way, Folkestone, Kent CT19 4NE (1) BIGGINS WOOD HOMES LIMITED
(2) THE DISTRICT COUNCIL OF SHEPWAY

#### BETWEEN:

- BIGGINS WOOD HOMES LIMITED incorporated and registered in England and (1) Wales with company number 6977370 whose registered office is at Palmerston House, 814 Brighton Road, Purley, Surrey, CR8 2BR (the "Seller"); and
- THE DISTRICT COUNCIL OF SHEPWAY of The Civic Centre, Castle Hill Avenue, (2)Folkestone, Kent CT20 2QY (the "Buyer").

It is hereby agreed

#### 1. INTERPRETATION

The following definitions and rules of interpretation apply in this contract.

#### 1.1 Definitions:

"Base Rate": the base rate from time to time of Barclays Bank plc.

"Buyer's Conveyancer": Legal Services The Shepway District Council of The Civic Centre, Castle Hill Avenue, Folkestone, Kent CT20 2QY (Nicola Everden).

"Charges": the charges appearing at entries 7 and 9 of the charges register of title number TT27394 as at 13:54:11 on 2 March 2016 and at entry 2 of the charges register of title number K632247 as at 14:02:32 on 2 March 2016 in so far as they affect the Property.

"Completion Date": [21 Recently 2016

"Contract Rate": 4% per annum above the Base Rate.

"Deposit": £150,000.00 (exclusive of VAT).

"Part 1 Conditions": the conditions in Part 1 of the Standard Commercial Property Conditions (Second Edition) and Condition means any one of them.

"Part 2 Conditions": the conditions in Part 2 of the Standard Commercial Property Conditions (Second Edition) and Condition means any one of them.

"Property": the freehold property at Biggin's Wood, North of Caesars Way, Folkestone, Kent CT19 4NE and registered at HM Land Registry with absolute title under title numbers TT27394 and K632247.

- "Purchase Price": £1,500,000.00 (exclusive of VAT).
- "Seller's Conveyancer": Kingsley Napley LLP, Knights Quarter, 14 St John's Lane, London EC1M 4AJ (ref:PPH.58290/1).
- "VAT": value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.
- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.4 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.5 A reference to writing or written includes fax but not email.
- 1.6 Except where a contrary intention appears, a reference to a clause or Schedule is a reference to a clause of or Schedule to this contract.
- 1.7 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this contract and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.8 Clause, Schedule and paragraph headings shall not affect the interpretation of this contract.
- 1.9 The Schedules form part of this contract and shall have effect as if set out in full in the body of this contract. Any reference to this contract includes the Schedules.
- 1.10 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.11 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

#### 2. SALE AND PURCHASE

- 2.1 The Seller will sell and the Buyer will buy the Property for the Purchase Price on the terms of this contract.
- 2.2 The Buyer cannot require the Seller to:
  - 2.2.1 transfer the Property or any part of it to any person other than the Buyer; or
  - 2.2.2 transfer the Property in more than one parcel or by more than one transfer; or
  - 2.2.3 apportion the Purchase Price between different parts of the Property.

#### 3. CONDITIONS

- 3.1 The Part 1 Conditions are incorporated in this contract so far as they:
  - 3.1.1 apply to a sale by private treaty;
  - 3.1.2 relate to freehold property;
  - 3.1.3 are not inconsistent with the other clauses in this contract; and
  - 3.1.4 have not been modified or excluded by any of the other clauses in this contract.
- 3.2 The Part 2 Conditions are not incorporated into this contract.
- 3.3 Condition 1.1.4(a) does not apply to this contract.
- 3.4 Condition 1.1.1(e) is amended so that reference to the contract rate in Condition1.1.1(e) refers instead to the Contract Rate as defined in this contract.

#### 4. RISK AND INSURANCE

4.1 With effect from exchange of this contract, the Property is at the Buyer's risk and the Seller is under no obligation to the Buyer to insure the Property.

- 4.2 No damage to or destruction of the Property nor any deterioration in its condition, however caused, will entitle the Buyer either to any reduction of the Purchase Price or to refuse to complete or to delay completion.
- 4.3 Conditions 7.1.2, 7.1.3 and 7.1.4(b) do not apply to this contract.

#### 5. DEPOSIT

- 5.1 On the date hereof, the Buyer will pay the Deposit to the Seller's Conveyancer as stakeholder on terms that on completion the Deposit is paid to the Seller with accrued interest.
- 5.2 The Deposit must be paid by a method that gives immediately available funds.
- 5.3 Conditions 2.2.1 and 2.2.2 do not apply to this contract.
- 5.4 The provisions of clause 5.5, clause 5.6 clause 5.7 and clause 5.8 (inclusive) will only apply if:
  - 5.4.1 the Deposit is less than 10% of the Purchase Price; or
  - 5.4.2 no Deposit is payable on the date of this contract.
- 5.5 In this clause, the expression **Deposit Balance** means:
  - (where the Deposit is less than 10% of the Purchase Price) the sum calculated by deducting the Deposit from 10% of the Purchase Price; or
  - 5.5.2 (where no Deposit is payable on the date of this contract) a sum equal to 10% of the Purchase Price.
- If completion does not take place on the Completion Date due to the default of the Buyer, the Buyer will immediately pay to the Seller's Conveyancer the Deposit Balance (together with interest on it at the Contract Rate for the period from and including the Completion Date to and including the date of actual payment) by a method that gives immediately available funds.
- 5.7 After the Deposit Balance has been paid pursuant to clause 5.6, it will be treated as forming part of the Deposit for all purposes of this contract.

5.8 The provisions of clause 5.5, clause 5.6 and clause 5.7 (inclusive) are without prejudice to any other rights or remedies of the Seller in relation to any delay in completion.

#### 6. **DEDUCING TITLE**

- 6.1 The Seller's title to the Property has been deduced to the Buyer's Conveyancer before the date of this contract. The documents of title are listed in Schedule 1 and copies have been given to the Buyer's Conveyancer.
- 6.2 The Buyer is deemed to have full knowledge of the title and is not entitled to raise any objection, enquiry or requisition in relation to it save for the usual pre-completion searches and enquiries.
- 6.3 Conditions 6.1, 6.2, 6.3.1 and 6.4.2 do not apply to this contract.

#### 7. VACANT POSSESSION

The Property will be sold with vacant possession on completion, but the Buyer shall make no objection to nor be allowed any compensation in respect of the chattels in or about the Property at the date of this contract.

### 8. TITLE GUARANTEE

- 8.1 Subject to the other provisions of this clause, the Seller will transfer the Property with full title guarantee.
- 8.2 The implied covenants for title are modified so that:
  - 8.2.1 the covenant set out in section 2(1)(b) of the Law of Property

    (Miscellaneous Provisions) Act 1994 will not extend to costs arising from
    the Buyer's failure to:
    - 8.2.1.1 make proper searches; or
    - 8.2.1.2 raise requisitions on title or on the results of the Buyer's searches before the date of this contract (or by completion in the case of searches referred to in clause 9.1); and

- 8.2.2 the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 will extend only to charges or incumbrances created by the Seller.
- 8.3 Condition 6.6.2 does not apply to this contract.

## 9. MATTERS AFFECTING THE PROPERTY

- 9.1 The Seller will sell the Property free from incumbrances other than:
  - 9.1.1 any matters, other than the Charges, contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 13:54:11 on 2 March 2016 under title number TT27394 and at 14:02:32 on 2 March 2016 under title number K632247;
  - 9.1.2 any matters discoverable by inspection of the Property before the date of this contract;
  - 9.1.3 any matters which the Seller does not and could not reasonably know about;
  - 9.1.4 any matters, other than the Charges, disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into this contract;
  - 9.1.5 public requirements;
  - 9.1.6 any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002;
  - 9.1.7 any matters disclosed in the documents listed in Schedule 1.; and
  - any matters contained in the deed dated 31 July 2014 between The Council for the District of Shepway (1); Rainstorm (Folkstone 1 Limited)
    and Ravensbourne Holdings S.a.r.I (3) pursuant to s.106 of the Town and Country Planning Act 1990.
- 9.2 The Seller covenants with the Buyer that it has not implemented planning permission Y13/0024/SH at the date hereof and will not implement it before completion of the transfer noted in clause 10 hereof.

- 9.3 Conditions 3.1.1, 3.1.2, 3.1.3 and 3.3 do not apply to this contract.
- 9.4 The Buyer is deemed to have full knowledge of the matters referred to in clause 9.1 and will not raise any enquiry, objection, requisition or claim in respect of any of them.

#### 10. TRANSFER

- 10.1 The transfer to the Buyer will be in the agreed form annexed to this contract.
- 10.2 The Buyer and the Seller will execute the transfer in duplicate.

#### 11. VAT

- 11.1 Each amount stated to be payable by the Buyer to the Seller under or pursuant to this contract is exclusive of VAT (if any).
- 11.2 If any VAT is chargeable on any supply made by the Seller under or pursuant to this contract, the Buyer will on receipt of a valid VAT invoice, pay the Seller an amount equal to that VAT as additional consideration on completion.
- 11.3 Conditions 1.4.1 and 1.4.2 do not apply to this contract.

### 12. COMPLETION

- 12.1 Completion will take place on the Completion Date.
- 12.2 On or before completion the Seller shall at the Seller's expense deliver to the Buyer:
  - 12.2.1 a properly signed and dated letter in the form of the draft attached at Appendix 1 (letter of reliance)
  - 12.2.2 a properly signed and dated document in the form of the draft attached at Appendix 2 (copyright licence)
- 12.3 Conditions 8.1.2 and 8.1.3 are varied by the deletion of 2.00 pm as the stipulated time and the substitution of 1.00 pm.
- 12.4 Condition 1.1.3(b) is amended to read: "in the case of the seller, even though a mortgage remains secured on the property, if the amount to be paid on completion enables the property to be transferred freed of all mortgages, (except those to which the sale is expressly subject) or if the seller produces reasonable evidence that this is the case."

- 12.5 Condition 8.4 is amended to add, "(d) any other sum which the parties agree under the terms of the contract should be paid or allowed on completion".
- 12.6 Condition 8.7 is amended to read: "The buyer is to pay the money due on completion by a method that gives immediately available funds and, if appropriate, by an unconditional release of a deposit held by a stakeholder".

# 13. BUYER'S ACKNOWLEDGEMENT OF CONDITION

- 13.1 The Seller and the Buyer each agree that the Property is sold as it stands in its existing condition without any warranty with regard to its fitness for any specific purpose.
- 13.2 The Buyer acknowledges that the sale has taken place at arm's length and that:
  - 13.2.1 the Buyer has had full opportunity to inspect and survey the Property;
  - 13.2.2 it has satisfied itself as to the condition of the Property and the Purchase Price reflects the existing state and condition of the Property;
  - 13.2.3 the Buyer will be exclusively responsible for complying with any notices served in connection with the state and condition of the Property and for the cost of any remediation action required at the Property.

## 14. ENTIRE AGREEMENT

- 14.1 This contract and the documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.
- 14.2 The Buyer acknowledges that in entering into this contract and any documents annexed to it it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those:
  - 14.2.1 set out in this contract and the documents annexed to it; or
  - 14.2.2 contained in any written replies to written enquiries given by the Seller's Conveyancer to the Buyer's Conveyancer before the date of this contract.

- 14.3 For the purposes of clause 14.2, written enquiries and written replies include any pre-contract enquiries and any replies to pre-contract enquiries that are requested or given by reference to the CPSE.1 (version 3.6).
- 14.4 Nothing in this clause shall limit or exclude any liability for fraud.
- 14.5 Condition 9.1.1 is varied to read, "If any plan or statement in the contract, or in written replies to written enquiries given by the seller's conveyancer to the buyer's conveyancer before the date of the contract, is or was misleading or inaccurate due to an error or omission, the remedies available are as follows."
- 14.6 This contract may be signed in any number of duplicate parts all of which taken together will on exchange constitute one contract.

#### 15. JOINT AND SEVERAL LIABILITY

Where the Buyer is more than one person, the Seller may release or compromise the liability of any of those persons under this contract or grant time or other indulgence without affecting the liability of any other of them.

### 16. NOTICES

- 16.1 Any notice given under this contract must be in writing and signed by or on behalf of the party giving it.
- 16.2 Any notice or document to be given or delivered under this contract must be:
  - 16.2.1 delivered by hand; or
  - 16.2.2 sent by pre-paid first class post or other next working day delivery service;
    or
  - 16.2.3 sent through the document exchange (DX); or
  - 16.2.4 sent by fax.
- 16.3 Any notice or document to be given or delivered under this contract must be sent to the relevant party as follows:
  - 16.3.1 to the Seller at:

c/o Kingsley Napley LLP

DX: 22 Chancery Lane

Fax: 0207 702 5178

marked for the attention of: Paul Harbour;

16.3.2 to the Buyer at:

Legal Services

Shepway District Council

Civic Centre, Castle Hill Avenue.

Folkestone, Kent CT20 2QY

marked for the attention of: Nicola Everden;

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

- Any change of the details in clause 16.3 specified in accordance with that clause shall take effect for the party notified of the change at 9.00 am on the later of:
  - 16.4.1 the date, if any, specified in the notice as the effective date for the change; or
  - 16.4.2 the date five working days after deemed receipt of the notice.
- 16.5 Giving or delivering a notice or a document to a party's conveyancer has the same effect as giving or delivering it to that party.
- Any notice or document given or delivered in accordance with clause 16.1, clause 16.2 and clause 16.3 will be deemed to have been received:
  - if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a working day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day; or
  - 16.6.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
  - 16.6.3 if sent through the DX, at 9.00 am on the second working day after being put into the DX; or

- 16.6.4 if sent by fax, at the time of transmission provided that if transmission occurs before 9.00 am on a working day, the notice or document will be deemed to have been received at 9.00 am on that day, and if transmission occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day.
- 16.7 In proving delivery of a notice or document, it will be sufficient to prove that:
  - 16.7.1 a delivery receipt was signed or that the notice or document was left at the address; or
  - 16.7.2 the envelope containing the notice or document was properly addressed and posted by pre-paid first class post or other next working day delivery service; or
  - 16.7.3 the envelope containing the notice or document was properly addressed and was put in the DX; or
  - 16.7.4 the fax was properly addressed and transmitted.
- 16.8 A notice or document given or delivered under this contract shall not be validly given or delivered if sent by email.
- 16.9 Condition 1.3 does not apply to this contract.
- 16.10 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

#### 17. THIRD PARTY RIGHTS

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

#### 18. GOVERNING LAW

This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## 19. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this contract or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF this document has been executed and delivered on the date first stated above.

SCHEDULE 1

Documents of title referred to in clause 6

Date	Description	Parties	Original or copy	Will original be handed over on completion?
	Transfer	Biggins Wood Homes Limited (1); The District Council of Shepway (2)	Original	Yes
2 March 2016 as at 13:54:11	Official copy entries for title number TT27394	N/A	Сору	Yes
2 March 2016 as at 14:02:32	Official copy entries for title number K632247	N/A	Сору	Yes
31 July 2014	Deed pursuant to s.106 of the Town and Country Planning Act 1990	The Council for the District of Shepway (1); Rainstorm (Folkstone 1 Limited) (2) and Ravensbourne Holdings S.a.r.I (3)	Сору	Yes

Signed by

for and on behalf of BIGGINS WOOD

Director

**HOMES LIMITED** 

Signed by

for and on behalf of THE DISTRICT

COUNCIL OF SHEPWAY

Authorised signatory

# Appendix 1 (Letter of Reliance)

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THE DISTRICT COUNCIL OF SHEPWAY
The Civic Centre,
Castle Hill Avenue,
Folkestone,
Kent CT20 2QY

Date:

Dear Sir/Madam

Re: Land at Caesars Way, Folkestone, Kent (referred to in the reports as Biggins Wood)

We confirm to you, The District Council of Shepway, that we were appointed by Charles Evans of Smith-Woolley & Perry to carry out a ground investigation at Biggins Wood, Folkestone. The scope of the works was limited to that detailed in our Offer Letter to the client (Ref Q14-306/rev1, dated 9<sup>th</sup> June 2016). The works were undertaken in accordance with the accompanying Terms and Conditions which were accepted by the client, Rainstorm (Folkestone 1) Ltd. The Offer Letter and Terms and Conditions collectively constitute the Agreement.

Our conclusions, recommendations and opinions based on the works completed are set out in a Report dated September 2014, reference LW25193, titled "Enhanced Ground Contamination Risk Assessment, Remediation Strategy and Verification Plan". This report makes reference to two other reports, reference LW21271, titled "Geotechnical and Contamination (Phase I and II) Assessment Report" and reference LW21271/map titled "Geo-Environmental Data and Historical Maps" (the three documents hereinafter referred to as "the Report").

We acknowledge that you will be placing reliance on the findings and contents of the Report in connection with <u>your purchase of the above mentioned site</u> and subject to the provisions set out below that we owe you a duty of care in respect of the Report. We understand that our client no longer retains any commercial or legal interest in this site and relinquishes all right under the Agreement to instigate any claim against us.

You should note, however, we have not considered the Report to assess whether laws standards and practices have altered since it was produced and you should bear this in mind when considering what reliance you should place on it. Furthermore, you should be aware that the Report has been prepared for the instructing client, based on information provided by the original client (including the nature of the proposed development); and it may not be wholly applicable where an alternative use is envisaged.

In consideration of the payment of £1.00 Plus VAT receipt of which is acknowledged, we confirm that we have exercised reasonable skill and care in and about the preparation of the Report in accordance with the Agreement. This Agreement is subject to the following terms and conditions:-

- 1. We shall be provided with a letter from our client stating that they no longer retain a commercial or legal interest in the site and that no action or proceedings whether in contract, tort, debt, breach of statutory duty or otherwise shall be instigated by them under or in connection with the matters set out in our Report
- 2. Our liability to you whether in contract, tort, breach of statutory duty or otherwise shall be limited to the amount that we are entitled to recover under our professional indemnity insurance in respect of such claim, limited to £5,000,000, and in the event that we cease to have professional indemnity insurance in respect of such claim our liability shall be limited to £10,000,00.
- 3. Our liability for loss or damage under or in connection with the Report whether in contract, tort, debt, breach of statutory duty or otherwise shall be limited to such sums as we reasonably ought to pay having regard to our responsibility for the same on the basis that any other consultants, contractors or specialists who, directly or indirectly connected with any loss or damage you might have suffered with regard to any dealings you might have with the site subject of the Report, shall be deemed to have provided to you contractual undertakings or contractual warranties in respect of their services, and shall be deemed to have been paid to you such contributions as may be just and equitable having regard to the extent of their responsibility.
- 4. For the avoidance of doubt our liability (other than for personal injury or death) shall never exceed the lowest of the sums calculated in accordance with clauses 2 and 3 above.
- 5. No action or proceedings under or in connection with the matters set out in our Report whether in contract, tort, debt, breach of statutory duty or otherwise shall be commenced against us after the expiry of six years from the date of the Report.
- 6. Where any actions or proceedings under or in connection with the matters set out in our Report whether in contract, tort, debt, breach of statutory duty or otherwise are instigated, the adequacy of our performance in preparing the report shall be assessed by reference to:

- the level of reasonable skill and care expected in accordance with the normal standards of our profession prevailing at the date the report was prepared;
- b) the Agreement under which the report was supplied to the original client; and
- c) the instructions and information provided by the original client (including the nature of the proposed development).
- 7. No liability will arise from any changes to site conditions since the date on which site investigation works were completed.
- 8. The benefits of this contract are not to be further re-assigned without our express consent.
- 9. No liability shall arise from consequential and indirect losses including loss of profits nor shall any liability arise from direct loss of profits.
- 10. Nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any terms of this warranty pursuant to the Contracts (Rights of Third Parties) Act 1999.

We enclose two copies of this letter and would ask you to sign and return to us one copy by way of an acknowledgement.

Yours faithfully

For and on behalf of

Ashdown Site Investigation Ltd

# Appendix 2 (Copyright Licence)

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## COPYRIGHT LICENCE

relating to
Land at North of Caesars Way
Folkestone Kent

(1) THE DISTRICT COUNCIL OF SHEPWAY (2) RDA CONSULTING ARCHITECTS

Kingsley Napley LLP Knights Quarter 14 St John's Lane London EC1M 4AJ

Tel: +44 (0)20 7814 1200 PPH/58290-1/6519652.2

#### BETWEEN:

- (1) THE DISTRICT COUNCIL OF SHEPWAY of The Civic Centre, Castle Hill Avenue, Folkestone, Kent CT20 2QY ("the Beneficiary")
- (2) RDA CONSULTING ARCHITECTS (Company No. 9363947) whose registered office is located at 17-20 Evegate Park Barn, Station Road Smeeth, Ashford, Kent, TN25 6SX ("the Architect")

### IT IS AGREED as follows:

- In this Agreement the following words shall have the following meanings:
  - "the Development" means the development of the Property in the same or similar form to the development permitted in the Planning Permission.
  - "the Material" means the drawings 11.134.51, 11.134-65, 11.134.53K, 15.142-01, 15.142.10 H, 15.142.13A, 15.142.14A, 15.142.15A, 15.142.20B, 15.142.21A, 15.142-22A, 15.142-23B, 15.142-24, 15.142-25B, 15.142-31A, 15.142.35 and 33812/C/121/B as referred to in the Planning Permission.
  - "the Planning Permission" means the planning permission for the Property dated 4 August 2014 under reference Y13/0024/SH and the notification of approval of reserved matters dated 14 September 2016 under reference Y16/0403/SH and associated documents.
  - "the Property" means the land at North of Caesars Way, Folkestone, Kent.
  - "the Rights" means the irrevocable licence to use and reproduce the Material for the purpose of the Development.
- The Architect is an architect and is the owner of the copyright and all other rights in the Material.
- 3. In consideration of the sum of £1.00 now paid by the Beneficiary to the Architect (receipt of which the Architect acknowledges) the Architect with full title guarantee grants the Rights to the Beneficiary.

Executed as a Deed by RDA CONSULTING ARCHITECTS in the presence of:		) )	
Witness Signature			
Name			
Address			
Occupation			

The Architect warrants that the Material does not infringe the copyright or any other

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rights of any person.