



Clyne Cwm Gwyn Riding Centre, Killay, Swansea SA2 8QQ

Offers in region of £300,000 For Sale

Property Features

- Former Riding Centre
- Loose Boxes (all in need of repair)
- Hay Shed
- Reception Building
- Pasture land in all about 13.11 acres
- May have potential for alternative uses subject to obtaining planning consents

Property Summary

On the periphery of the Gower Peninsula a Seldom available opportunity to purchase this freehold property which has been used as a riding school but not latterly. On site there is a traditionally built building which is the office/reception with mains services connected. Yard to front with an open fronted hay shed, 3 No. loose boxes (semi derelict), further timber building which is in need of repair which could provide further stabling.



Full Details

Description

On the periphery of the Gower Peninsula a Seldom available opportunity to purchase this freehold property which has been used as a riding school but not latterly. On site there is a traditionally built building which is the office/reception with mains services connected. Yard to front with an open fronted hay shed, 3 No. loose boxes (semi derelict), further timber building which is in need of repair which could provide further stabling. Since the riding school has not been in operation for a number of years the reception building needs some updating, and most of the outbuildings require attention. The land is divided into three main enclosures lying level to gently sloping. Vehicular access to the property off Olchfa Lane only.

Directions

Vehicular and pedestrian access off Olchfa Lane only. From Sketty take the Gower Road proceed past Olchfa School, continue over next mini roundabout and immediately take first left onto Olchfa Lane. Continue along lane until reaching gate, through gateway and proceed along lane and the gated entrance to the property is on the right hand side.

NOTE: VIEWING IS STRICTLY BY APPOINTMENT. THE GATE ON OLCHFA LANE IS LOCKED AT ALL TIMES.

Situation

Conveniently positioned in a semi rural locality and adjoining the renowned Clyne Woods. Gated access off main yard and lower field onto Olchfa Lane.

The Riding Centre

Reception Building

Gas fired central heating system. It is understood that the heating system is not working.

Double doors to: -

Hallway

Cloakroom

With w.c. and pedestal wash basin. Half tiled surround.

Main Reception Room

12' 2" x 15' 2" (3.71m x 4.62m) With french doors to rear.



Office

9' 4" x 9' 3" (2.84m x 2.82m)

Shower Room

Fitted shower unit, w.c. and vanity unit. Part tiled surround.

Kitchen

8' 1" x 14' 9" (2.46m x 4.50m) With fitted base and wall units. Single drainer sink unit. Part tiled. Wall mounted Halstead boiler (not working).

Reception Room (2)

12' 0" x 14' 8" (3.66m x 4.47m) French doors opening to front.

Outside

Yard Area

Hay Shed

Approx. 17' 0" x 30' 0" (5.18m x 9.14m) Open fronted building. Steel stanchions, box profile sheeted roof and side cladding.

Timber Building

Approx. 24' 6" x 55' 0" (7.47m x 16.76m) Loose housing for horses/ponies and separate tack room. In need of considerable repair.

3 No. Timber Loose Boxes

Semi derelict.

The Land

The property in total amounts to about 13.11 acres. The pasture land is in three main enclosures all of which need reseeding and bringing back into production. Gateway to the bridle path into Clyne Woods.

Services

Mains drainage, water, electricity and gas.





Rights of Way, etc.

Sold subject to all existing rights of way, wayleaves and easements (if any)

1. Legal documented vehicular and pedestrian right of way over Olchfa Lane for access to the property (copy available for inspection)

Council Tax Band

Council Tax Band D.

Payable on the reception building.

I.A.C.S.

It is understood that the holding is not registered.

Basic Payment Scheme

There are no entitlements.

Overage Clause

In the event of any residential development on the property.

Tenure

Freehold with vacant possession on completion. Land Registry Title No. CYM646857.

Viewing

Strictly by appointment with the sole agents.

PLEASE NOTE

During a visit to the property on the 17th August, we note that there is recent flood damage to the interior of the reception building.

NOTE

Please do not park on Olchfa Lane when viewing the property.

Energy performance certificate (EPC)

Reception Building
Clyne Cwm Gwyn Riding Centre
Clyne Cwm Gwyn
Killay
SWANSEA
SA2 7AQ

Energy rating

C

Valid until: 15 September 2031

Certificate number: 0725-9164-6502-9921-5205

Property type

B1 Offices and Workshop businesses

Total floor area

69 square metres

Rules on letting this property

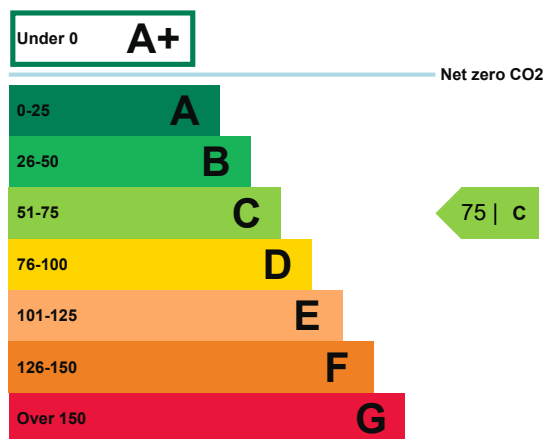
Properties can be let if they have an energy rating from A+ to E.

If a property has an energy rating of F or G, the landlord cannot grant a tenancy to new or existing tenants, unless an exemption has been registered.

From 1 April 2023, landlords will not be allowed to continue letting a non-domestic property on an existing lease if that property has an energy rating of F or G.

Energy efficiency rating for this property

This property's current energy rating is C.



Properties are also given a score. The larger the number, the more carbon dioxide (CO2) your property is likely to emit.

How this property compares to others

Properties similar to this one could have ratings:

If newly built

29 | B

If typical of the existing stock

98 | D

Properties are given a rating from A+ (most efficient) to G (least efficient).

Breakdown of this property's energy performance

Main heating fuel	Natural Gas
Building environment	Heating and Natural Ventilation
Assessment level	3
Building emission rate (kgCO ₂ /m ² per year)	58.91
Primary energy use (kWh/m ² per year)	341

Recommendation report

Guidance on improving the energy performance of this property can be found in the [recommendation report \(/energy-certificate/1189-2786-7966-7260-6767\)](#).

Contacting the assessor and accreditation scheme

This EPC was created by a qualified energy assessor.

If you are unhappy about your property's energy assessment or certificate, you can complain to the assessor directly.

If you are still unhappy after contacting the assessor, you should contact the assessor's accreditation scheme.

Accreditation schemes are appointed by the government to ensure that assessors are qualified to carry out EPC assessments.

Assessor contact details

Assessor's name	Mark Bevan
Telephone	07900303858
Email	mark@mbenergysurveys.co.uk

Accreditation scheme contact details

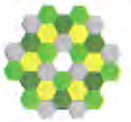
Accreditation scheme	Elmhurst Energy Systems Ltd
Assessor ID	EES/001120
Telephone	01455 883 250
Email	enquiries@elmhurstenergy.co.uk

Assessment details

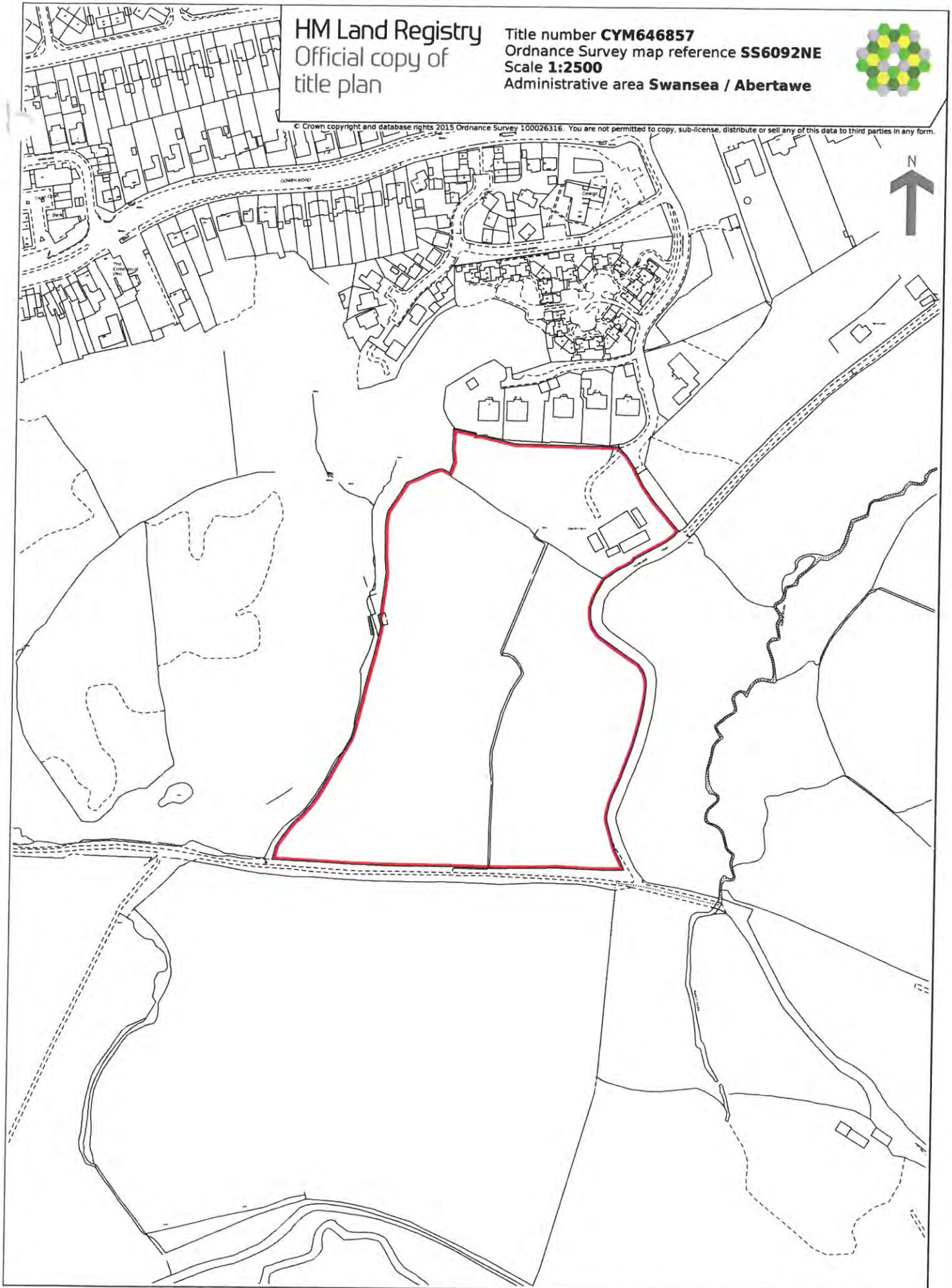
Employer	Bay Energy and Aircon Ltd
Employer address	Margam Park Village, West Glamorgan, SA13 2TE
Assessor's declaration	The assessor is not related to the owner of the property.
Date of assessment	2 September 2021
Date of certificate	16 September 2021

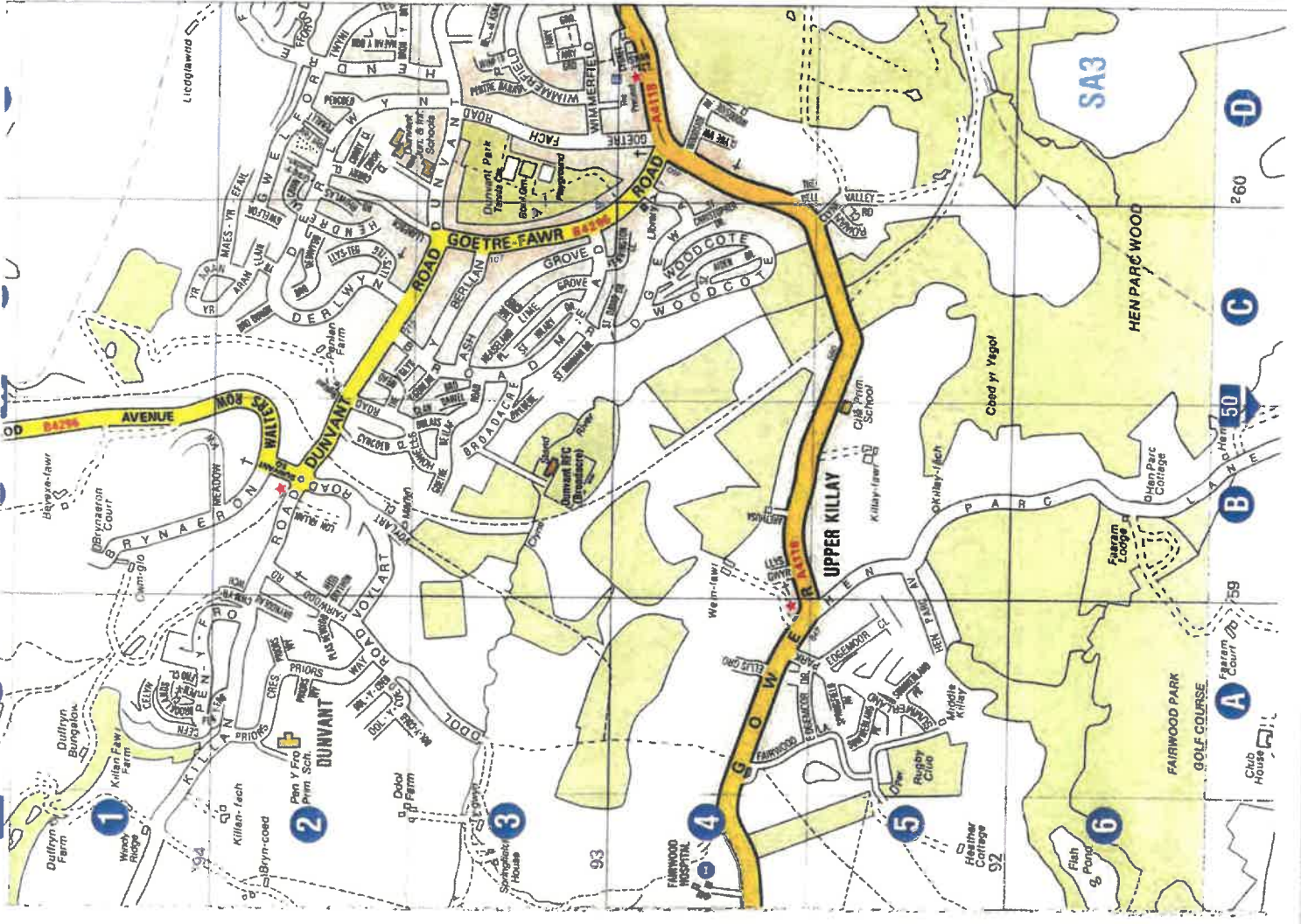
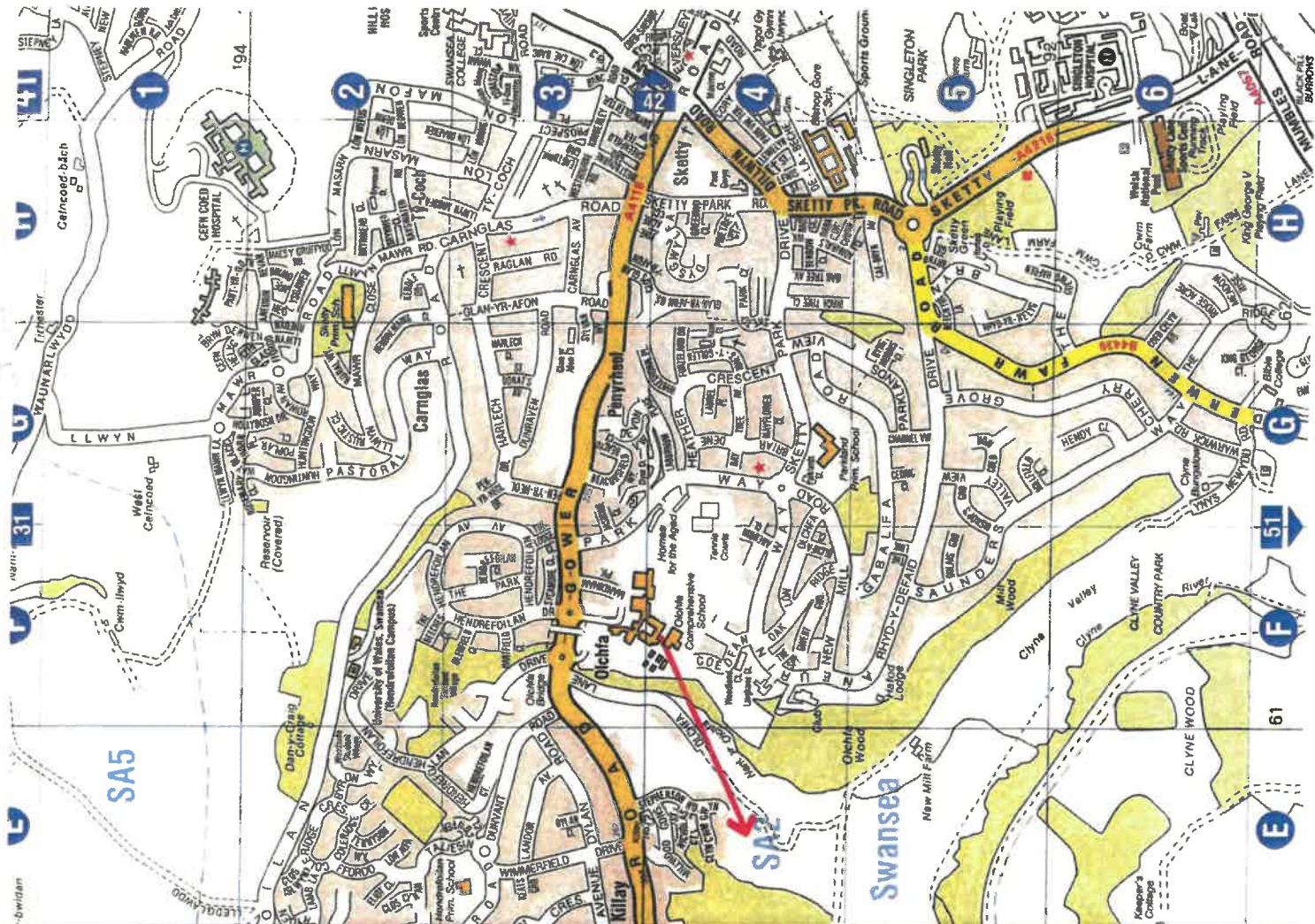
HM Land Registry
Official copy of
title plan

Title number **CYM646857**
Ordnance Survey map reference **SS6092NE**
Scale **1:2500**
Administrative area **Swansea / Abertawe**



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DATED

10 August 2023

DEED OF EASEMENT

relating to

Olchfa Lane, Sketty, Swansea

between

Christopher Wayne Davies and Rory Kerr Hutchings as Trustees of the Sir R A Morris Sketty Park Estate

and

Sketty Property Company Limited

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This deed is dated 10 August 2023

Parties

- (1) CHRISTOPHER WAYNE DAVIES AND RORY KERR HUTCHINGS AS THE TRUSTEES OF SIR R A MORRIS SKETTY PARK ESTATE care of JCP Solicitors, Venture Court, Waterside Business Park, Valley Way Enterprise Park, Swansea SA6 8AH (**Grantor**)
- (2) SKETTY PROPERTY COMPANY LIMITED incorporated and registered in England and Wales with company number 00734290 whose registered office is at 10 Woodlands, Gowerton, Swansea SA4 3DP (**Grantee**)

BACKGROUND

- (A) The Grantor owns the freehold interest in the Grantor's Property and the Grantee owns the freehold interest in the Grantee's Property.
- (B) The Grantor has agreed to grant the Rights to the Grantee for the benefit of the Grantee's Property on the terms contained in this deed.

AGREED TERMS

1. Interpretation

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

1.1 Definitions:

Accessway: the private roadway shown hatched in green on the Plan.

Deed of Covenant: a deed of covenant in favour of the Grantor or the owner or owners from time to time of the Grantor's Property or any part of it containing covenants in the same terms as the Grantee's Covenants with such minor modifications as the Grantor may agree.

Disposal: a disposition within the meaning of Section 205 of the Law of Property Act 1925 of the whole or any part or parts of the Property

Grantee's Covenants: the covenants set out in Schedule 2.

Grantee's Property: the freehold property at Clyne Cwn Gwyn Riding Centre, Clyne Cwm Gwyn, Killay, Swansea SA2 7AQ and registered at HM Land Registry under title number CYM646857

Grantor's Covenants: the covenants set out in Schedule 3.

Grantor's Property: the freehold property known as land at Olchfa Lane, Sketty, registered at HM Land Registry under title number CYM562941.

Overage: in accordance with the provisions outlined in Schedule 5 of this deed

Plan: the plan annexed to this deed.

Reserved Rights: the rights set out in Schedule 4.

Rights: the rights set out in Schedule 1.

VAT: value added tax chargeable in the UK.

- 1.2 Any reference to the **Grantor** or **Grantee** shall include that party's personal representatives, successors or permitted assigns.
- 1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.4 Except where a contrary intention appears, references to clauses and Schedules are to the clauses and Schedules of this deed and reference to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.6 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.
- 1.7 A reference to legislation or a legislative 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 legislation or legislative provision and all orders, notices, codes of practice and guidance made under it.
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.11 A reference to **writing** or **written** excludes fax and email.
- 1.12 Any obligation in this deed on a party not to do something includes an obligation not to allow that thing to be done.

- 1.13 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Grant

- 2.1 In consideration of £10,000.00 (exclusive of VAT) (**Consideration Payment**) paid by the Grantee (the receipt of which the Grantor acknowledges) together with full compliance with the Overage and the covenant given by the Grantee in clause 4, the Grantor with limited title guarantee grants to the Grantee the Rights in fee simple for the benefit of the Grantee's Property. The Consideration Payment to be made by deferment, that is upon Disposal of the property or within 24 months (**Longstop Date**) of the date of this Deed as agreed between the parties.
- 2.2 Should the Consideration Payment not be paid by the Longstop Date, the Grantee shall apply to remove all entries at their own cost relating to this Deed from the Grantee and Grantor's title and the rights granted by this deed shall be extinguished with immediate effect. Should the entries not be removed by the Grantee within 1 month of the Longstop Date following non-payment of the Consideration Payment, the Grantor shall have discretion to apply to remove the entries relating to this Deed from the HM Land Registry.
- 2.3 The Rights are not granted exclusively to the Grantee and are granted:
- (a) subject to the Reserved Rights and any other rights of the Grantor in relation to the Grantor's Property whether or not referred to in this deed; and
 - (b) in common with the Grantor and any other persons authorised by the Grantor or lawfully entitled to the Rights or to similar rights in relation to the Grantor's Property.

3. Grantor's covenants

The Grantor covenants with the Grantee so as to bind the Grantor's Property and each and every part of it, for the benefit of the Grantee's Property and each and every part of it, that the Grantor and its successors in title shall at all times observe and perform the Grantor's Covenants.

4. Grantee's covenants

The Grantee covenants with the Grantor so as to bind the Grantee's Property and each and every part of it, for the benefit of the Grantor's Property and each and every part of it, that the Grantee, its successors in title and anyone authorised by any of them to use the Rights shall at all times observe and perform the Grantee's Covenants and to comply with the terms of the Overage.

5. HM Land Registry

- 5.1 The Grantor consents to:
- (a) the registration of the Rights on the registered title to the Grantor's Property; and

- (b) any restrictive covenants entered into in this deed by the Grantor being noted against the registered title to the Grantor's Property.

5.2 The Grantee consents to the registration of the Rights and any restrictive covenants entered into in this deed by the Grantee being entered on the registered title to the Grantee's Property.

5.3 On completion of this deed the Grantee shall:

- (a) apply to HM Land Registry to register the Rights and to enter a notice of any restrictive covenants against the registered title to the Grantor's Property; and
- (b) apply to HM Land Registry to enter a notice of any restrictive covenants made by the Grantee in this deed against the registered title to the Grantee's Property and to enter the Rights in the property register of the Grantee's title as appurtenant rights.

5.4 The Grantee shall promptly give to the Grantor official copies of the registered titles to the Grantor's Property and the Grantee's Property, once the Rights and any restrictive covenants made by the Grantor and/or the Grantee have been properly and correctly entered against the respective titles.

6. Reservation of rights

The Grantor reserves the Reserved Rights for itself, its successors in title and all other persons authorised by it to benefit from the same.

7. Indemnity

The Grantee shall indemnify the Grantor against all liabilities, costs, expenses, damages and losses suffered or incurred by the Grantor arising out of or in connection with:

- (a) the exercise of the Rights;
- (b) any breach of any of the Grantee's Covenants; or
- (c) any breach of the terms of this deed;

by the Grantee, or by any occupier of the Grantee's Property, or by an employee or invitee of the Grantee, or by any other person who is allowed or permitted by the Grantee to exercise the Rights.

8. Extent of liability

8.1 Where the Grantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantor arising under this deed. The Grantee may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

- 8.2 Where the Grantee comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantee arising under this deed. The Grantor may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 8.3 The Grantor shall not be liable to the Grantee for any failure of the Grantor to comply with the Grantor's Covenant contained in Schedule 3 unless and until the Grantee has given the Grantor notice of the facts that give rise to the failure and the Grantor has not remedied the failure within 3 months.
- 8.4 Subject to clause 8.5, the Grantor is not liable for:
- (a) the death of, or injury to the Grantee, its employees or invitees; or
 - (b) damage to any property of the Grantee or that of the Grantee's employees or invitees; or
 - (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Grantee or the Grantee's employees or invitees in the exercise or purported exercise of the Rights.
- 8.5 Nothing in clause 8.4 shall limit or exclude the Grantor's liability for:
- (a) death or personal injury or damage to property caused by negligence on the part of the Grantor or its employees or agents; or
 - (b) any matter in respect of which it would be unlawful for the Grantor to exclude or restrict liability.
- 9. VAT**
- 9.1 All sums payable by the Grantee are exclusive of any VAT that may be chargeable. Subject to clause 9.3, the Grantee shall pay VAT in respect of all taxable supplies made to it in connection with this deed on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 9.2 Every obligation on the Grantee, under or in connection with this deed, to pay the Grantor any sum by way of a contribution, refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Grantor, except to the extent that the Grantor obtains credit for such VAT.
- 9.3 The Grantee shall not be required to make any payment of VAT unless and until the Grantor provides the Grantee with a valid VAT invoice addressed to the Grantee.

10. No transfer of Grantee's Property without Deed of Covenant

- 10.1 The Grantee covenants with the Grantor, for the benefit of the Grantor's Property and each and every part of it, not to transfer the whole or any part of the Grantee's Property without first procuring that the disponent enters into a Deed of Covenant with, and supplies the same to, the owner or owners from time to time of the Grantor's Property or any part of it.
- 10.2 The Grantee consents to the entry of the following restriction against the title to the Grantee's Property at HM Land Registry following the registration of this deed and shall provide the Grantor with all necessary assistance and/or documentation to permit entry of the restriction (HMLR Standard Restriction O)

"No transfer of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by Christopher Wayne Davies and Rory Kerr Hutchings trustees of the Sir R A Morris Sketty Park Estate and c/o JCP Solicitors, Venture Court, Waterside Business Park, Valley Way Enterprise Park, Swansea SA6 8AH or their conveyancer."

11. Third party rights

This deed does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

12. Governing law

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

13. Jurisdiction

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

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 The Rights

1. The right for the Grantee and its successors in title and those authorised by it or them, in common with the Grantor and other persons having the same or a similar right, to pass with or without vehicles over and along the Accessway at all times to gain access to and egress from the Grantee's Property for agricultural and equestrian use but not for any other purpose.

Schedule 2 Grantee's covenants

The Grantee shall:

1. Statutory requirements

Comply with all laws governing the exercise of the Rights.

2. Damage

Not cause any damage to the Grantor's Property, or to any property of the owners or occupiers of the Grantor's Property, and shall immediately make good any damage caused to the Grantor's reasonable satisfaction and pay full compensation to the Grantor in respect of any damage caused that is not made good and any loss caused to the Grantor due to such damage.

3. Nuisance

Not cause any nuisance, annoyance or disturbance to the Grantor or occupiers of the Grantor's Property, or of any neighbouring land, or to any other person entitled to the Rights in common with the Grantee.

4. Obstruction or waste

Not obstruct the Accessway or deposit any waste, rubbish, soil or other material on any part of the Grantor's Property or in any other way interfere with, or disturb, the exercise of the same Rights or similar rights by any other person authorised by the Grantor.

5. Costs of maintaining the Accessway

5.1 Pay to the Grantor on written demand a fair and reasonable proportion, as shall be determined by the Grantor, of all costs properly incurred by the Grantor in keeping the Accessway in good repair.

5.2 Any dispute arising in connection with the determination of the Grantee's proportion of the costs referred to in paragraph 5.1 shall be submitted to arbitration in accordance with the Arbitration Act 1996.

6. Costs in the event of breach

Pay to the Grantor on written demand all costs incurred by the Grantor in complying with any of the Grantee's Covenants if the Grantee has failed to comply with them, provided that the Grantor has first served on the Grantee written notice of the breach and the Grantee has failed to rectify the breach within 14 days of service of that notice.

7. Comply with Schedule 5

The Grantee covenants with the Grantor to comply in full with Schedule 5 of this Deed.

Schedule 3 Grantor's covenants

The Grantor shall:

1. Interference with Rights

Subject to the Reserved Rights, not do anything or allow anything to be done on the Grantor's Property that interferes with or obstructs the exercise of the Rights by the Grantee.

2. Repair

Keep the Accessway in good repair and condition and clean, subject to the Grantee paying a fair and reasonable proportion of the costs and expenses incurred by the Grantor in maintaining the Accessway in accordance with Schedule 2 paragraph 5..

3. Variation of Right in Schedule 1

The Grantor Covenants with the Grantee that upon receipt of each Overage Payment (as defined in Schedule 5 paragraph 1.1) and full compliance with Schedule 5 of this deed, the Grantor will agree to enter into a revised deed of grant at the Grantee's cost varying the right granted at Schedule 1 of this deed to allow access to the Grantee for the use granted under each Planning Permission (as defined in Schedule 5 paragraph 1.1) granted upon the Grantee's Property.

Schedule 4 Reserved Rights

The Grantor reserves the following Reserved Rights:

1. Right to enter to carry out obligations

The right to enter onto the Accessway at any time to carry out any obligation of the Grantor contained in this deed, or any obligation of the Grantee in the event of the Grantee's default.

2. Right to enter to repair the Grantor's Property

The right to enter onto the Accessway at any time to repair, maintain or replace any services, structures or facilities on any part of the Grantor's Property.

3. Right to build on the Grantor's Property

The right to use any part of the Grantor's Property as the Grantor thinks fit, or to build on or develop any part of the Grantor's Property or any neighbouring land.

1. Interpretation

1.1 Definitions:

- a) at the Trigger Date or the original purchase price paid for the Grantee's Land by the Grantee (Sketty Property Company Limited) (whichever is greater);
- b) disregarding any effect on value of the relevant Planning Permission; and
- c) assuming that there is no expectation of the grant of any Planning Permission.

- a) a judgment of the High Court or Court of Appeal confirming the grant of Planning Permission by the Determining Authority or by the Secretary of State following a Planning Appeal, and the period for an appeal against such a decision has expired without a further Third Party Application being made; or
- b) a judgment of the Supreme Court confirming the grant of Planning Permission by the Determining Authority or by the Secretary of State following a Planning Appeal.

Default Rate: 4% per annum above the Interest Rate.

Development: development of the whole or any part or parts of the Property, with or without other land, for any use other than equestrian or agricultural use including ancillary landscaping and infrastructure.

Development Land: the whole or such part or parts of the Property in respect of which Planning Permission is granted during the Overage Period.

Disposal: a disposition within the meaning of section 205 of the Law of Property Act 1925 of the whole or any part or parts of the Property other than a Permitted Disposal.

- a) at the Trigger Date;
- b) with the benefit of the relevant Planning Permission; and

- c) assuming that the Development Land has the benefit of any easements, wayleaves, sight-line covenants and other agreements necessary to provide access, visibility splays or services to or from the Development Land.

Final Determination Date: the date on which:

- a) the Third Party Application is Finally Determined; and
- b) a Planning Permission is finally granted or upheld whether after a reference back to the Secretary of State or the local planning authority or any other relevant authority (as the case may be);

so that the Planning Permission is no longer open to challenge in any way by the issue of further Third Party Applications.

Finally Determined: where a Third Party Application has been made, the first of the following events to occur:

- a) permission to bring a Third Party Application (where required) has not been granted and the period within which an application for permission to appeal against such refusal has expired without a further Third Party Application being made;
- b) all Third Party Applications have been withdrawn;
- c) a Court Confirmatory Decision has been issued; or
- d) a Quashing Order has been issued and the Determining Authority has issued a further Planning Permission and the Review Period in respect of that further Planning Permission has expired.

Independent Surveyor: a Fellow of the Royal Institution of Chartered Surveyors with at least ten years' experience in valuing properties similar to the Development Land for uses similar to the Development.

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

Market Value: the estimated amount for which the Development Land should exchange between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion, on the basis that:

- a) it is assessed in accordance with paragraph 4 of VPS 4 of the RICS Valuation – Global Standards (November 2021);
- b) the provisions of this Schedule are disregarded; and
- c) the Development Land has vacant possession; and
- d) the Development Land is assumed to be free from all encumbrances; and
- e) any damage to or destruction of the Development Land occurring after the date of this transfer is assumed to have been fully reinstated.

Overage Payment: a sum calculated in accordance with the following formula:

$(A - B) \times 20\%$

Where:

A = Enhanced Value; and

B = Base Value.

Overage Period: in perpetuity

Payment Date: the date on which an Overage Payment is to be made in accordance with paragraph 2.2.

Permitted Disposal: any of the following:

- a) the grant of easements or rights, transfer, lease or dedication of any part of the Property to a local or other public authority pursuant to a requirement in an agreement or unilateral undertaking under section 106 of the TCPA 1990;
- b) the grant of easements or rights, transfer, lease or dedication of any part of the Property to a highways authority to comply with highways requirements or in connection with the adoption or dedication of public highway; or
- c) the grant of easements or rights, transfer, lease or dedication of any part of the Property to a utilities company for an electricity substation, gas governor, sewage or water pumping station, drainage balancing device or other similar matters for the provision of services.

Planning Appeal: an appeal by the Planning Applicant who applied for Planning Permission in accordance with section 78 of the TCPA 1990 against:

- a) the refusal of the Planning Application;
- b) the non-determination of the Planning Application; or
- c) any one or more conditions attached to a Planning Permission.

Planning Appeal Decision: the written decision of the Secretary of State on a Planning Appeal.

Planning Applicant: any (or any combination of) of the following:

- a) the Grantee;
- b) any person acting on behalf of the Grantee;
- c) any person connected in any way with the Grantee; and
- d) any person acting with the approval, assistance or support of the Grantee or of any person connected in any way with the Grantee;

excluding the Grantor.

Planning Application: any application for Planning Permission submitted during the Overage Period by a Planning Applicant.

Planning Permission: an outline or detailed planning permission for Development pursuant to a Planning Application and granted during the Overage Period by a Determining Authority including a planning permission issued pursuant to an application under section 73 of the Town and Country Planning Act 1990.

Property: the freehold property at Clyne Cwn Gwyn Riding Centre, Clyne Cwm Gwyn, Killay, Swansea SA2 7AQ and registered at HM Land Registry under title number CYM646857

Quashing Order: the decision of the court to nullify a Planning Permission granted by either:

- a) the Determining Authority; or
- b) the Secretary of State following a Planning Appeal.

Review Period: either:

- a) six weeks and ten Working Days following the date of issue of a Planning Permission by the Determining Authority; or
- b) six weeks following the date of issue of a Planning Appeal Decision.

Satisfactory Consent: a consent in accordance with the requirements of the restriction referred to in paragraph 4.2 and the requirements of HM Land Registry from time to time.

Secretary of State: the Secretary of State for Levelling Up, Housing and Communities or other appropriate Minister including (where relevant) any inspector appointed to determine any Planning Appeal or the Welsh Parliament.

Third Party: a person other than:

- a) the Grantor;
- b) the Grantee; or
- c) anyone acting on the Grantor's or Grantee's behalf.

Third Party Application: either of the following:

- a) a Third Party's application for judicial review of a decision by the Determining Authority to grant Planning Permission; or
- b) a Third Party's application under section 288 of the TCPA 1990 in respect of a decision by the Secretary of State to grant Planning Permission following a reference of the Planning Application under section 77 of the TCPA 1990 or a Planning Appeal;

including an application to a higher court appealing against a judgment in respect of an application made under (a) or (b) above, given in a lower court.

TCPA 1990: Town and Country Planning Act 1990.

Trigger Date: in relation to each Planning Permission granted during the Overage Period, the latest of the following dates to occur during the Overage Period:

- a) the next Working Day after the expiry of the Review Period (provided that no Third Party Application is commenced by such date); and

b) in the event that any Third Party Application is commenced, the next Working Day after the Final Determination Date.

VAT: value added tax chargeable in the UK.

Working Day: any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 Unless expressly provided otherwise in this Schedule, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.4 Unless expressly provided otherwise in this Schedule, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.5 Unless the context otherwise requires, references to paragraphs are to the paragraphs of this Schedule.
- 1.6 Paragraph headings shall not affect the interpretation of this Schedule.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.9 Unless the context otherwise requires, any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.10 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.11 A reference to **writing** or **written** excludes fax and email.
- 1.12 In this Schedule, a reference to:
 - (a) the Grantor includes its personal representatives, heirs and permitted assigns but not other successors; and
 - (b) the Grantee includes its successors in title.

- 2. Overage Payment**
- 2.1 On each occasion that a Trigger Date occurs during the Overage Period, an Overage Payment shall immediately become due from the Grantee to the Grantor.
- 2.2 The Grantee covenants with the Grantor that it shall pay each Overage Payment due under paragraph 2.1 to the Grantor on the later of:
- (a) the date which is 10 Working Days from and including the relevant Trigger Date; or
 - (b) the date which is 10 Working Days from and including the date on which the amount of the relevant Overage Payment is agreed or determined in accordance with the terms of this Schedule.
- 2.3 An Overage Payment shall be due in respect of each and every Trigger Date that occurs during the Overage Period notwithstanding that a Trigger Date may have previously occurred for the Property or any part or parts of it.
- 2.4 The Grantee covenants with the Grantor that it shall pay interest at the Interest Rate to the Grantor on each Overage Payment that becomes due under paragraph 2.1. Such interest shall accrue on a daily basis for the period from and including the relevant Trigger Date to but excluding the relevant Payment Date.
- 2.5 The Grantee covenants with the Grantor that it shall pay interest at the Default Rate to the Grantor on any Overage Payment that is not paid on its Payment Date. Such interest shall accrue on a daily basis for the period from and including the relevant Payment Date to and including the date of payment (whether before or after any judgment) and shall not affect any other remedy the Grantor may have.
- 2.6 The Grantee covenants with the Grantor that it shall:
- (a) supply the Grantor with a copy of any Planning Application within 5 Working Days of its submission to the Determining Authority; and
 - (b) supply the Grantor with a copy of any Planning Permission within 5 Working Days of the date of grant; and
 - (c) supply the Grantor with a copy of any agreement for a Permitted Disposal or Disposal of the whole or any part or parts of the Property that is entered into by the Grantee during the Overage Period within 5 Working Days of that agreement being entered into;
 - (d) notify the Grantor in writing within 5 Working Days of completion of any Permitted Disposal and at the same time supply the Grantor with:
 - (i) a copy of the instrument effecting that Permitted Disposal; and
 - (ii) appropriate evidence that is satisfactory to the Grantor (acting reasonably) that such Permitted Disposal is not a Disposal;

- (e) notify the Grantor in writing within 5 Working Days of completion of any Disposal of the whole or any part or parts of the Property during the Overage Period and at the same time supply the Grantor with a copy of the instrument effecting that Disposal; and
 - (f) notify the Grantor in writing on each occurrence of a Trigger Date within 5 Working Days of the relevant Trigger Date.
- 2.7 The benefit of the Grantee's covenants in relation to any matters contained in this Schedule is assignable by the Grantor.
- 3. Amount of Overage Payment**
- 3.1 If the parties agree the amount of an Overage Payment at any time after the relevant Trigger Date, the Grantee and the Grantor shall immediately sign and date a memorandum recording the amount of the Overage Payment and the date of the memorandum shall be the date of agreement for the purposes of paragraph 2.2(b).
- 3.2 If the Grantee and the Grantor fail to agree on the amount of an Overage Payment within 15 Working Days from and including the relevant Trigger Date, either party may refer the matter for determination by an Independent Surveyor.
- 3.3 The parties shall agree on the appointment of the Independent Surveyor and shall agree with the Independent Surveyor the terms of the appointment.
- 3.4 If the parties are unable to agree on an Independent Surveyor or the terms of the appointment within 15 Working Days from and including the date on which the matter was referred for determination under paragraph 3.2, either party shall then be entitled to request the President for the time being of the Royal Institution of Chartered Surveyors to appoint the Independent Surveyor and to agree with the Independent Surveyor the terms of the appointment.
- 3.5 The Independent Surveyor is required to prepare a written decision and give notice (including a written copy) of the decision on the amount of the Overage Payment to the parties within 20 Working Days from and including the date of the Independent Surveyor's appointment.
- 3.6 If the Independent Surveyor dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this paragraph then:
 - (a) either party may apply to the President of the Royal Institution of Chartered Surveyors to discharge the Independent Surveyor and to appoint a replacement Independent Surveyor; and
 - (b) this paragraph shall apply to the new Independent Surveyor as if they were the first Independent Surveyor appointed.

- 3.7 The parties are entitled to make submissions to the Independent Surveyor [including oral submissions] and will provide (or procure that others provide) the Independent Surveyor with such assistance and documents as the Independent Surveyor reasonably requires for the purpose of reaching a decision.
- 3.8 The Independent Surveyor shall act as an expert and not as an arbitrator. The Independent Surveyor's written decision shall be final and binding on the parties in the absence of manifest error or fraud.
- 3.9 The Grantee and the Grantor agree to pay the Independent Surveyor's costs in the proportions determined by the Independent Surveyor within 20 Working Days from and including a demand for payment. If they are not so paid, the party against whom the costs were not awarded shall be entitled to pay the Independent Surveyor the sums due and recover the amount from the other party on demand.
- 3.10 In default of agreement pursuant to paragraph 3.1, the Overage Payment shall be the amount determined by the Independent Surveyor and the date of issue of the Independent Surveyor's written decision shall be taken as the date of determination for the purposes of paragraph 2.2(b).
- 4. Disposals and restriction**
- 4.1 The Grantee covenants with the Grantor not to make any Disposal at any time during the Overage Period without first procuring that the person to whom the Disposal is being made has executed a Deed of Covenant.
- 4.2 The Grantee hereby applies for the entry of the following restriction against the Grantee's title to the Property at HM Land Registry and shall procure that the restriction has priority to any mortgage or charge entered into by the Grantee:

"No transfer of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by Christopher Wayne Davies and Rory Kerr Hutchings trustees of the Sir R A Morris Sketty Park Estate and c/o JCP Solicitors, Venture Court, Waterside Business Park, Valley Way Enterprise Park, Swansea SA6 8AH or their conveyancer."

5. Grantor's obligations

The Grantor covenants with the Grantee that the Grantor shall:

- (a) provide Satisfactory Consent for the registration of a Permitted Disposal at HM Land Registry immediately upon receipt of a written request from the Grantee;
- (b) following a Permitted Disposal, if reasonably required by the Grantee in order to ensure that the same restriction (or a new restriction in the same terms) as the restriction referred to in paragraph 4.2 is not entered against the registered title to the Property (or relevant part of the Property in the case of the Permitted Disposal of part of the

Property) once the disponent under that Permitted Disposal is registered as the registered proprietor of that title:

- (i) not object to an application by the Grantee or that disponent to cancel that restriction in relation to the Property (or part of the Property) disposed of under that Permitted Disposal; or
- (ii) in relation to any application by the Grantee or that disponent to withdraw that restriction, provide immediately on receipt of a written request from the Grantee or that disponent a consent to that withdrawal in accordance with the requirements of HM Land Registry from time to time;
- (c) provide Satisfactory Consent for the registration of a Disposal at HM Land Registry immediately on receipt of a Deed of Covenant properly executed by the person to whom the Disposal is being made provided that there are then no outstanding sums due from the Grantee under the terms of this Schedule.

6. Grantor's costs

The Grantee covenants with the Grantor that it shall pay the Grantor's legal and surveyor's costs and disbursements on a full indemnity basis including any irrecoverable VAT incurred in connection with:

- (a) each Deed of Covenant;
- (b) the entry and withdrawal of each restriction against the title to the Property; and
- (c) the Grantor granting written consent to each Permitted Disposal or Disposal.

7. VAT

- 7.1 Each amount stated to be payable by the Grantee to the Grantor under or pursuant to this Schedule is exclusive of VAT (if any).
- 7.2 If any VAT is chargeable on any supply made by the Grantor under or pursuant to this Schedule, the Grantee shall on receipt of a valid VAT invoice, pay the Grantor an amount equal to that VAT.

8. Notices

- 8.1 Any notice given under this Schedule must be in writing and signed by or on behalf of the party giving it.
- 8.2 Any notice or document to be given or delivered under this Schedule must be:
 - (a) delivered by hand; or
 - (b) sent by pre-paid first class post or other next Working Day delivery service.

8.3 Any notice or document to be given or delivered under this Schedule must be sent to the relevant party as follows:

(a) to the Grantor at:

C/O JCP Solicitors

Venture Court

Waterside Business Park

Valley Way Enterprise Park

Swansea

SA6 8AH

Quoting the reference: 82487/323;

(b) to the Grantee at:

Clyne Cwn Gwyn Riding Centre,

marked for the attention of Paul Davies (Secretary)

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

8.4 Any change of the details in paragraph 8.3 specified by the relevant party by notice in writing to the other party will take effect for the party notified of the change at [9.00 am] on the later of:

(a) the date, if any, specified in the notice as the effective date for the change; or

(b) the date [five] Working Days after deemed receipt of the notice.

8.5 Any notice or document given or delivered in accordance with paragraph 8.1, paragraph 8.2 and paragraph 8.3 will be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt 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

- (b) 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.

8.6 In proving delivery of a notice or document, it will be sufficient to prove that:

- (a) a delivery receipt was signed [or that the notice or document was left at the address; or
- (b) 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.

8.7 A notice given or document delivered under this Schedule will not be validly given or delivered if sent by email.

8.8 This paragraph 8 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.

9. Third party rights

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

Execution

Executed as a deed by

Christopher Wayne Davies

acting as trustee of Sir R A Morris

Sketty Park Estate

in the presence of:-

Signature of Witness 



Name (Block Capitals) DANIEL GWYN DAVIES

Address Venture Court,
Valley Way, Swansea

Occupation Legal Assistant.


Executed as a deed by

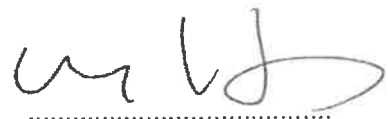
Rory Kerr Hutchings

acting as trustee of Sir R A Morris

Sketty Park Estate

in the presence of:-

Signature of Witness 



Name (Block Capitals) LOUISE SCUTT

Address Venture Court
Valley Way, Swansea

Occupation Receptionist.

Executed as a deed by

Paul Davies (Secretary), on behalf of **Sketty**

Property Company Limited

.....

in the presence of:-

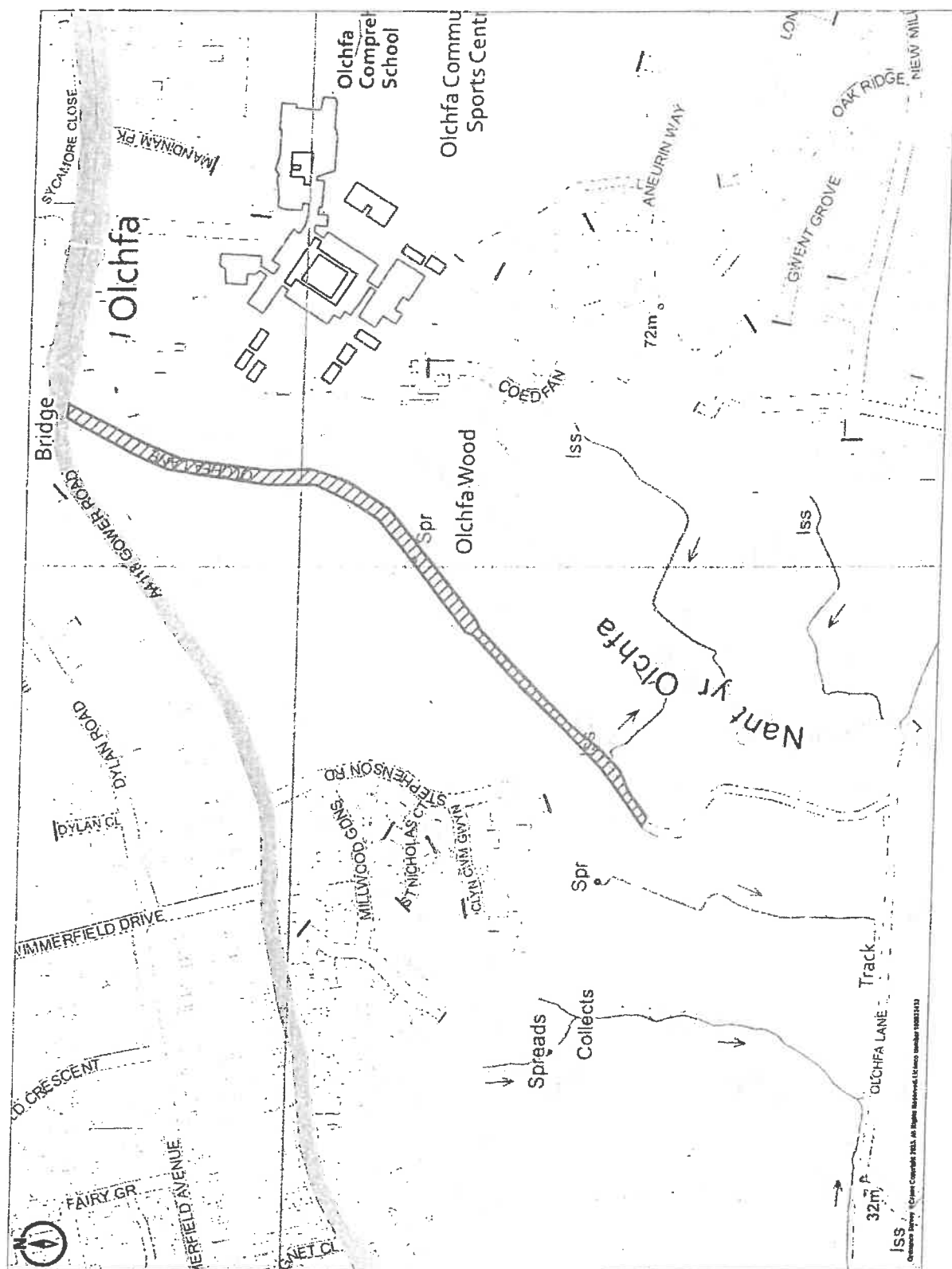
Signature of Witness

Name (Block Capitals)

Address

.....

Occupation



Ordinance Survey 47 Crown Copyright 2023 All Rights Reserved
Licence number 100022432
Plotted Scale - 1:5000, Paper Size - A4

Promap
• LANDMARK INFORMATION