

BANDRUM



ESTATE

KINGDOM OF FIFE SCOTLAND

TERMS AND CONDITIONS

LAND SALES DIRECT LIMITED

incorporated under the Companies Acts (Scottish Company No SC308696) and having its registered office at Blue Square House, 272 Bath Street, Glasgow G2 4JR, hereinafter called The Seller, and

Whereas as follows

1. In this Agreement, the following applies unless otherwise stated:

“**The Seller**” is Land Sales Direct Ltd., a company incorporated under the Companies Acts (Company Number SC308696) and having its registered office at Blue Square House, 272 Bath Street, Glasgow G2 4JR

“**The Purchaser**” is the person named on this Deed

“**The Land**” means the area of land extending to One Acre shown outlined in red on the Plan annexed and situated to the south east of the village of Saline in the County of Fife Scotland of which the Plot forms part.

“**The Plan**” means the plan annexed to this agreement and Document 02

“**The Plot**” means that area of land being ONE SQUARE FOOT shown outlined in the Plan and marked by a reference number.

“**The Plots**” means all areas of ground falling within the Land and measuring ONE SQUARE FOOT of which the Plot is one, and which are let or capable of being let to the Plot Holders

“**The Plot Holder**” shall mean the tenants of the Plots in terms of agreement on similar terms to this Agreement

“**The Common Walkway**” means the footpath shown red in the aerial photograph in the ‘Owners Guide’ which is supplied to all Purchasers

“**The Rent**” means the initial rent during the Term of One British Penny per annum if demanded by the Seller subject to a review of the same every one hundred and seventy five years from the anniversary of the date of this Agreement

“**The Term**” is one hundred and seventy five (175) years from the date on this Agreement, renewable and extendable by such maximum terms as are then permitted by Law for a period of nine hundred and ninety nine years.

“**Law**” is the law of Scotland

Any reference to the masculine includes by default reference to the feminine gender and any references to any right of the Seller to have access or entry upon the Land shall be construed as extending to all persons authorised by the Landlord to do so.

2. LEASE

The Seller in consideration of the Rent, herein reserved and the undertakings of the Purchaser hereinafter contained HEREBY LEASES to the Purchaser, the Plot EXCEPTING AND RESERVING the airspace above and the ground below the Plot SUBJECT TO all rights, burdens servitudes, covenants, restrictions and stipulations of whatsoever nature affecting the Plot from and including the date of this Agreement for the Term

3. UNDERTAKINGS OF THE PURCHASER

The Purchaser throughout the Term HEREBY UNDERTAKES to the Seller;

1. At all times to comply with the requirements, regulations and or notices of the Seller (which the Seller shall be entitled to make from time to time to ensure the good order, management and control of the Plot) in relation to access to and visiting the Plot.
2. To pay the Rent.
3. Save by removing by hand a sample of grass or vegetation growing thereon, to permit the Plot to persist in the original condition found at the date of this Agreement and not to seek or do any works or thing which would cause the Plot to be altered, removed, cultivated, excavated, displaced or interfered with in any manner.
4. Not to obstruct the access to or means of access to or through the Plot nor do anything which causes any obstruction in or damage to the nor Plot nor to discharge therein any articles or rubbish, and or deleterious or objectionable material
5. Not to bring any machinery, motorised vehicle, apparatus or animal onto the Plot or any article or thing which is or might become dangerous, offensive, unduly combustible or inflammable.
6. To access the Plot only by following on foot the Common Walkway, and not to infringe upon or enter upon any other part of the land through, and upon which the Common Walkway passes
7. To ensure that all vehicles used if visiting the Plot are not parked or controlled in such a manner as will unduly interfere with the free flow of traffic on the public roads nearest to the Plot or cause any disturbance or damage to any adjoining premises
8. The Purchaser and all persons expressly or by implication authorised by the Purchaser shall have the right (but subject to any existing or future regulations by the Seller) to use the Common Walkway for pedestrian access to and egress from the Plot provided always and it is hereby agreed and declared that at any time during the Term or if applicable the Period the Seller shall be entitled to alter the Common Walkway
9. Not to engage in any works, or to bury any item, or to erect place or display on the Plot any structure, sign, flag, tent, caravan, hut, aerial mast or other item whatsoever.
10. Not to engage in, or allow others to engage in, any business or commercial activities (or activities from which a fee or money is derived) from the Plot, or the Land, or the surrounding areas or properties
11. To take all necessary care and precautions to avoid injury to persons animals or property on accessing the Plot and to fully indemnify the Seller against all liability, actions, proceedings, claims, demands, losses, costs, expenses or damages for any such damage or injury (including death) to persons animals or property resulting from a breach by the Purchaser or persons connected with the Purchaser of any of the provisions of this Agreement. It is accordingly noted and agreed that the Purchaser and any connected persons, shall

- visit the Plot and use the common Walkway at their own risk and the Seller shall in no way be responsible for injuries to persons and animals and or loss or damage to property.
12. To quietly yield up the Plot at the expiration of the Term.
 13. To permit the Seller and other Plot holders at any time to have access over the Plot and to permit the Seller to exercise any of the rights reserved by this Agreement
 14. Not to engage in any activity in or near the Plot which may result in or increase in the risk of injury to persons, animals or property or in the creation of any contamination or pollution; or the creation of any nuisance, annoyance or disturbance affecting the enjoyment of others or the current value of the Plot or its surrounding property and characters or the Seller incurring liability or expense.
 15. Not to assign or sub-let or otherwise part with possession of any part of the Plot without the prior written consent of the Seller
 16. To comply in all respects in relation to the Plot with all obligations and requirements arising from or under any statutory provision or imposed under powers of a court of competent jurisdiction

4. UNDERTAKINGS OF THE SELLER

The Seller HEREBY COVENANTS with the Purchaser as follows

- 1 To permit the Purchaser provided it complies with the provisions of this Agreement to peaceably hold and enjoy the Plot during the Term without any interruption
- 2 To take all necessary steps to ensure that the Plot is capable of access (save for in adverse or in inclement weather conditions or by way of *force majeure*) during daylight hours
- 3 Notwithstanding the natural growth of grass, plants and trees, to permit and ensure that the Plot is enabled to persist in the original condition found at the date of this Agreement.
- 4 To use best endeavours to maintain an electronic register of Plots in order to give confirmation the Plot Holders interest in the Plots.
- 5 Subject to advance notification of the purchaser, to permit the Purchaser to scatter to the wind the remains of a deceased person cremated by a registered official crematorium over the Land (but not upon or under the Plot); this right being limited to one scattering of cremated remains per plot purchased unless otherwise authorised by the Seller

PROVIDED ALWAYS AS FOLLOWS

- 1 Without prejudice to any other right, remedy or power herein contained or otherwise available to the Seller if there is a material breach of any of the Purchaser's covenants then the Seller shall be entitled to terminate this Agreement and may at any time thereafter enter upon and take back possession of the Plot.
- 2 Nothing in this Agreement shall impliedly confer upon or grant to the Purchaser any servitude, right or privilege other than those expressly granted.
- 3 This Agreement shall in all respects be governed by and construed and interpreted in accordance with the Law of Scotland and the parties hereto submit to the exclusive jurisdiction of Scottish courts
- 4 Any notice required to be given or served on either party hereto will be duly and validly given or served if sent to the last known or notified e-mail address of the Purchaser.
- 5 Other than as expressly provided in the Agreement, the Purchaser shall not by virtue of this Agreement acquire or be deemed to have acquired by prescription or any other means in the Plot any right of way or other servitude from or over or affecting any land belonging to the Seller and not included in this Agreement
- 6 This Agreement is valid only upon receipt of the due sum for payment of the plot(s) and upon the valid signature of both parties to this Agreement

IN WITNESS where the parties hereto have executed this Agreement in the manner following on the day and year first above WRITTEN

SIGNED AND DELIVERED by the said:



Basil Kelly
On behalf of and for Land Sales Direct Ltd

AND

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