

STANDARD TERMS & CONDITIONS

The following terms and conditions apply to all land sold by QB Land Sales & Acquisitions Co (QB Land) and some points made eliminate the 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 QB Land is simply sold as either being Agricultural or Forestry land or a mixture of both unless otherwise stated. Although after purchase you may apply for Planning Permission for a change of use, QB Land 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 QB Land 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 Direct Bank Transfer. 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 QB Land 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.

Plot-owners 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 QB Land 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 QB Land 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.

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. QB Land 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 QB Land 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 QB Land are taken to Court because of your actions then QB Land 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 QB Land do not do a Contract of Sale but go straight to a Form TP1 or TR1. Therefore, QB Land 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 QB Land instantly to 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**

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.

Cancellation Period

There is no cancellation period for buyers 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 QB Land will still maintain a cancellation period 7 days.

Deposits

With respect to cheques that have cleared the banking system that when you pay a deposit and we (QB Land) 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 QB Land 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.

QB Land Sales & Acquisitions Co is not authorised by the Financial Services Authority.

QB Land Sales & Acquisitions Co will not apply for planning consent relating to our sites as a whole.

QB Land Sales & Acquisitions Co does not provide services to plot owners collectively. All UK land is offered freehold with or without planning consent and no guarantees are given that planning consent will be given.

We would also like to point out the following.

- Plots are sold without planning permission. We cannot make any guarantee that permission will be granted.
- All plots are sold and transferred with absolute freehold title for registration at H.M. Land Registry.
- Complete covenant disclosure within the transfer document "TP1". Previous owners may have acknowledged the planning potential and entered into a "joint venture" whereby they are entitled to a share of the profits once planning is achieved.
- Clients are informed of land classification, particularly important if it is on a greenbelt site.
- Environment Agency and local water boards are consulted regarding any possible sewage, water or flooding problems
- Information is also compiled from The Highways Agency on specific road safety and traffic issues relating to a site.

Other Terms & Conditions apply for UK Development & International Land

UK Land & Property Investment Co (UKL&Pi Co) is formed of **QB Land Sales & Acquisitions Co (QBLS&A Co)** www.qbland.co.uk and **QB UK & Overseas Investment Co (QBUK&Oi Co)** www.qbinvest.co.uk which are subsidiaries of the QB Group of companies www.qbgroup.eu and was established to help UK & overseas clients (Non – UK Resident) land and property investors safely utilize UK land and property as a wealth building vehicle.