

Monk Fryston Parish Council

NOTICE OF MEETING

I hereby give notice that a meeting of the Parish Council of the above named Parish will be held at the Church Hall, Church Lane on Wednesday 15 August 2018 at 7.30pm

All members of the Council are hereby summoned to attend for the purpose of considering and resolving upon the business to be transacted at the meeting. Dated this 9th August 2018

AGENDA

Item		Lead
1	To receive apologies for absence	
2	To receive declarations of interest	
3	Confirmation of Minutes	
	a To confirm the Minutes of the Meeting held on 18th July 2018	
4	To receive a presentation from Monk Fryston and Hillam Community Association	-
5	Planning	Chair
	1) To agree consultation responses to the following planning proposals:	
	a Outline planning application for the demolition of existing colliery buildings and construction of ClassB2/B8 and associated B1 floor space with supporting container storage area and associated buildings, trackside facilities, access and landscape with all other matters reserved, Gascoigne Wood Interchange, Gascoigne Wood Mine, Lennerton Lane	
	1) Notices received	
	a Proposed construction of 8 no stables and retrospective use of the site to be used for equine livery business, Land at Stables, Fryston Common Lane, Monk Fryston - approved	
	b Retrospective application for erection of garden wall, 1 Youngs Court, Monk Fryston, Selby - refused	
6	Finances	Clerk
	a Authorised payments since last meeting:	
	1 Clerks SO salary payment	
	2 BHIB Insurance balancing payment (£0.36 – Cheque 1089)	
	3 Clerks balancing payment (£85.41 – cheque 1090)	
	b Current Account	
	Current Account as Statement to 1 August 2018	£14778.43
	Previous Balance	£17392.88

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Item		Lead
	<p>Cash received £00.00</p> <p>Cheques issued and cleared £2614.45</p> <p>Cheques not cleared £2784.19</p> <p>Cash available when all cheques cleared £11994.24</p> <p>c Yorkshire Bank Savings Account</p> <p>Savings Account balance after July 2018 interest £103,162.30</p> <p>d Skipton BS Account</p> <p>Account balance £70,000.00</p> <p>e Future Commitments / Income</p> <p>Liabilities as set out in Balance Sheet schedule (-) £4512.83</p> <p>Creditors (+) £1979.53</p> <p>Total Commitments (-) / Income (+) (-) £2533.30</p> <p>f Cash Book</p> <p>Cash Book Balance at 6 August 2018 £11994.24</p> <p>g Current Account / Cash Book Reconciliation</p> <p>The 'Cash available when all cheques cleared' (b above) reconciles with the 'Cash Book balance when all cheques cleared' (e above)</p> <p>h Expenditure / Budget comparison</p> <p>The comparative expenditure through to the end of June was £5918.41 against a forecast of £6905.00.</p> <p>i Audit Control</p> <p>Councillors to confirm that they are satisfied that the above demonstrates that the PC is maintaining an effective system of audit and control including taking account of commitments and liabilities as required by the annual audit.</p>	
7	Clerks Update	Clerk
	<p>a SDC have advised that 'right to bid' applications under the Localism Act 2011 should ideally be preceded by discussions with the respective owners before a formal submission is made for inclusion on SDC's List of Assets of Community Value. It has also advised that applications for properties based on other than the current use cannot be accepted. The PC has currently identified the Community Centre, the Post Office, The Crown, the Church Hall and the Stove Shop as appropriate assets of community value in the parish.</p> <p>b The standing order for the payment of the clerk's salary has been increased to £270 to reflect the Clerk's recent salary review and increase in workload.</p> <p>c The contract of sale for the Quarry plot has been sent to the purchaser's solicitors. (copy issued under separate cover).</p> <p>d The monthly inspection of Chestnut Green identified a broken tree branch and a dead tree. Instructions were issued to the landscape contractor for removal and this has been effected.</p> <p>e A lock has been ordered for one of the PC's filing cabinets in order to satisfy</p>	

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Item		Lead
	GDPR's security of data requirement	
8	Motions (<i>in bold italic</i>)	Various
	a <i>To make payments in accordance with payments schedule</i> (issued under separate cover)	Clerk
	b <i>To authorise the Clerk to pay the £40 IOC GDPR registration fee on behalf of the Council.</i>	Cllr BH
	c <i>To authorise the Clerk to sign the contract of sale for the Quarry plot once agreed</i>	Cllr BH
	d <i>To repair the footpath between Church Lane and Old Vicarage Lane subject to confirmation and agreement of costs.</i> This is covered under parish council responsibilities and the Highways act 1980 s 43. The act specifically states that it doesn't affect the duty of others to maintain.	Cllr BH
	e <i>To erect the 'Tommy' statue on a concrete base on the triangle of land at the junction of Old Vicarage Lane and Water Lane with expenditure of up to £150 for the construction of the base.</i>	Cllr BH
	f <i>To clear the edges of the footpath of overgrowth around the triangle at the junction of Old Vicarage Lane and Water Lane with a maximum expenditure of £75</i>	Cllr BH
	g <i>To prepare and distribute a hardcopy coloured Newsletter on a quarterly basis. Distribution to be by hand to all residential properties in the parish.</i>	Cllr SW
	h <i>To agree to approach the respective owners of the PC's selected assets of community value to inform them of the PC's intention to include their properties on SDC's register and to nominate the person to act accordingly.</i>	Cllr BH
	i <i>To approve the PC's GDPR personal data retention and disposal policy</i> (issued under separate cover)	Cllr BH
	j <i>To agree a response to SDC's draft Gambling Policy (Statement of Principles)</i> http://www.selby.gov.uk/consultations refers	Cllr BH
	k <i>To agree expenditure of up to £11.50 for the purchase of a lock for one of the PC's filing cabinets</i>	Cllr BH
	l <i>To identify any items requiring repair and / or maintenance and to agree action.</i>	Cllr BH
9	Discussion Items	
	a PC meeting attendance	Cllr BH
	b School year 4 project	Cllr BH
	c Changing circumstances at Monk Fryston Hall	Cllr BH
	d The nature and extent of the consultation to be undertaken regarding parking in the Square.	Cllr SW
10	Updates	Various
	a Burial Committee.	Cllr SS
	b Community Association.	Cllr NS
	c A63 Traffic Calming.	Cllr BH
	d Planting	Cllr SS

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Item		Lead
	e MFPC/HPC liaison group.	Cllr SS
	f New bank accounts	Cllr BH
	g Lumby Lane cycle / footway initiative	Cllr BH
	h Footpath adjacent to Community Centre.	Clerk
	i NYCC meeting re Battersby's roundabout alterations.	Cllr BH
	j Footpath working party	Cllr SW
	k Christmas lights working party	Cllr AA
11	Correspondence	
	<p style="text-align: center;">POST IN</p> <p>a SDC notification of consultation on Gambling Policy</p> <p>b SDC Consultation on Gambling Policy</p> <p>c Amberol receipt for payment</p> <p style="text-align: center;">POST OUT</p> <p>a Sanderson Associates payment</p> <p>b Remembered Trading Ltd payment</p> <p>c BHIB Insurance Premium payment</p> <p>d Amberol Limited payment</p> <p>e Yorkshire Bank letter re standing order change</p>	
12	Items For Next Meeting	All
	a Items to be with Clerk before 11 September for next meeting on 19 September	

SCHEDULE OF PAYMENTS		Meeting 15 August 2018			
Payee	Invoice No	Amount	Vat	Item	Cheque
P Scott	claim email 8.08.18	4.20	n/a	6 first class stamps and 3 brown envelopes	1091
P Scott	claim email 8.08.18	4.25	incl	white A4 paper and lever arch file	1091
P Scott	claim email 8.08.18	6.96	n/a	12 second class stamps	1091
P Scott	claim email 8.08.18	16.79	incl	printer ink black and coloured	1091
P Scott	claim email 8.08.18	6.96	n/a	12 second class stamps	1091
P Scott	claim email 8.08.18	18.54	n/a	Travelling expenses to GDPR seminar 18 May 2018	1091
Total		£57.70			

DATED

**CONTRACT FOR THE SALE OF FREEHOLD LAND WITH VACANT POSSESSION
(INCORPORATING THE STANDARD COMMERCIAL PROPERTY CONDITIONS
(THIRD EDITIONS))**

AT

LAND AT MAIN STREET, MONK FRYSTON

MONK FRYSTON PARISH COUNCIL

and

JONATHAN LODGE

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THIS AGREEMENT is dated

PARTIES

- (1) Monk Fryston Parish Council c/o 2 Malvern Mews, Monk Fryston, Leeds, LS25 5DX
(**Seller**); and
- (2) Jonathan Lodge of [] (**Buyer**).

AGREED TERMS

INTERPRETATION

1. The following definitions and rules of interpretation apply in this contract.
- 1.1 Definitions:
- Base Rate:** the higher of 4.00% and the base rate from time to time of Barclays Bank PLC.
- Buyer's Conveyancer:** Catteralls Solicitors, 15 King Street, Wakefield, WF1 2SL reference Danielle Knee.
- Completion Date:** { . . . }
- Contract Rate:** 4.0% per annum above the Base Rate.
- Deposit Amount:** £1,000 (exclusive of VAT).
- Part 1 Conditions:** the conditions in Part 1 of the Standard Commercial Property Conditions (Third Edition) and Condition means any one of them.
- Part 2 Conditions:** the conditions in Part 2 of the Standard Commercial Property Conditions (Third Edition) and Condition means any one of them.
- Plan:** the plan attached to this contract.
- Property:** the freehold property known as Land at Main Street, Monk Fryston being the whole of the property registered at HM Land Registry with possessory title under title number NYK390082
- Purchase Price:** £10,000 (exclusive of VAT).
- Seller's Conveyancer:** Elmhirst Parker LLP of The Cross, Kirkgate, Leeds, LS25 6BH, reference: 33861/3/RG.
- VAT:** value added tax chargeable in the UK.
- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 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:
- (a) transfer the Property or any part of it to any person other than the Buyer; or
 - (b) transfer the Property in more than one parcel or by more than one transfer;
or
 - (c) apportion the Purchase Price between different parts of the Property.
- 2.3 The Buyer agrees to pay to the Seller overage in accordance with the Schedule to this contract in addition to the Purchase Price and agrees to comply with the provisions in the Schedule.

3. CONDITIONS

- 3.1 The Part 1 Conditions are incorporated in this contract so far as they:
- (a) apply to a sale by private treaty;
 - (b) relate to freehold property;
 - (c) are not inconsistent with the other clauses in this contract; and
 - (d) 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 Condition 1.1.1(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 8.2.2, 8.2.3 and 8.2.4(b) do not apply to this contract.

5. DEPOSIT

- 5.1 On the date of this contract, 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 3.2.1 and 3.2.2 do not apply to this contract.
- 5.4 The provisions of clause 0, clause 0, clause 0 and clause 0 (inclusive) will only apply if:
- (a) the Deposit is less than 10% of the Purchase Price; or
 - (b) no Deposit is payable on the date of this contract.
- 5.5 In this clause, the expression **Deposit Balance** means:

- (a) (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
- (b) (where no Deposit is payable on the date of this contract) a sum equal to 10% of the Purchase Price.

5.6 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 0, it will be treated as forming part of the Deposit for all purposes of this contract.

5.8 The provisions of clause 0, clause 0 and clause 0 (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.

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.

6.3 Conditions 7.1, 7.2, 7.3.1 and 7.4.2 do not apply to this contract.

7. VACANT POSSESSION

The Property will be sold with vacant possession on completion.

8. TITLE GUARANTEE

8.1 The Seller will transfer the Property with no title guarantee.

8.2 Condition 7.6.2 does not apply to this contract.

9. MATTERS AFFECTING THE PROPERTY

9.1 The Seller will sell the Property free from incumbrances other than:

- (a) any matters, contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 3 July 2018 at 11:08:39 under title number NYK390082;
- (b) any matters discoverable by inspection of the Property before the date of this contract;

- (c) any matters which the Seller does not and could not reasonably know about;
- (d) any matters, other than the Charge, disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into this contract;
- (e) public requirements;
- (f) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002; and
- (g) the overage provisions contained in the Schedule to this contract.

9.2 Conditions 4.1.1, 4.1.2, 4.1.3 and 4.3 do not apply to this contract.

9.3 The Buyer is deemed to have full knowledge of the matters referred to in clause 0 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 Condition A1 of the Part 2 Conditions applies to this contract

12. COMPLETION

12.1 Completion will take place on the Completion Date.

12.2 Conditions 9.1.2 and 9.1.3 are varied by the deletion of 2.00 pm as the stipulated time and the substitution of 1.00 pm.

12.3 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.”

12.4 Condition 9.4 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.”

12.5 Condition 9.7 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

The Buyer acknowledges that before the date of this contract, the Seller has given the Buyer and others authorised by the Buyer, permission and the opportunity to inspect, survey and carry out investigations as to the condition of the Property. The Buyer has formed the Buyer's own view as to the condition of the Property and the suitability of the Property for the Buyer's purposes.

14. ENTIRE AGREEMENT

14.1 This contract and any 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:

- (a) set out in this contract or the documents annexed to it; or
- (b) contained in any written replies that the Seller's Conveyancer has given to any written enquiries raised by the Buyer's Conveyancer before the date of this contract.

14.3 Nothing in this clause shall limit or exclude any liability for fraud.

14.4 Condition 10.1.1 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."

14.5 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

15.1 Where the Buyer comprises more than one person, those persons will be jointly and severally liable for the Buyer's obligations and liabilities arising under this contract. The Seller 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.

15.2 Where the Seller comprises more than one person, those persons will be jointly and severally liable for the Seller's obligations and liabilities arising under this contract. The Buyer 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.

15.3 Condition 1.2 is excluded.

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:

- (a) delivered by hand;
- (b) sent by pre-paid first class post or other next working day delivery service;
- (c) sent through the document exchange (DX); or
- (d) 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:

(a) to the Seller at:

c/o 2 Malvern Mews, Monk Fryston, Leeds, LS25 5DX

marked for the attention of: The Clerk of Monk Fryston Parish Council

or at the Seller's Conveyancer, quoting the reference 33861/3/RG

(b) to the Buyer at:

{ . . }

DX: [DX NUMBER]

Fax: { . . }

marked for the attention of: { . . }

or at the Buyer's Conveyancer, quoting the reference { . . }.

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

16.4 Any change of the details in clause 0 specified in accordance with that clause shall 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.

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.

16.6 Any notice or document given or delivered in accordance with clause 0, clause 0 and clause 0 will be deemed to have been received:

- (a) 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;
- (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;
- (c) if sent through the DX, at 9.00 am on the second working day after being put into the DX; or
- (d) 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:

- (a) a delivery receipt was signed or that the notice or document was left at the address;
- (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;
- (c) the envelope containing the notice or document was properly addressed and was put in the DX; or
- (d) 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).

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Overage

1. Interpretation

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

1.1 Definitions:

Base Value: the Market Value of the Development Land:

- (a) at the Trigger Date;
- (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.

Court Confirmatory Decision: either:

- (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.

Deed of Covenant: a deed of covenant with the Seller containing covenants in the same terms as those given by the Buyer in this Schedule with such minor modifications as the Seller may agree.

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

Determining Authority: the local planning authority or other appropriate determining body or person.

Development: any development within the meaning of section 55 of the Town and Country Planning Act 1990 of the whole or any part or parts of the Property, with or without other land.

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 or section 27(2) of the Land Registration Act 2002 of the whole or any part or parts of the Property other than a Permitted Disposal.

End Date: [21 years].

Enhanced Value: the Market Value of the Development Land:

- (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 and whose usual place of practice is within a 50 mile radius of the Development Land.

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 VPS 4 paragraph 1.2 of the RICS Valuation - Professional Standards 2014;
- (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
- (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:

$(A - B) \times 50\%$

Where:

A = Enhanced Value; and

B = Base Value.

Overage Period: 21 years starting on the date of this transfer and ending at midnight on the End Date.

Payment Date: the date on which an Overage Payment is to be made in accordance with paragraph 0.

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 Town and Country Planning Act 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 Buyer against:

- (a) the refusal of the Determining Authority to grant Planning Permission;
- (b) the non-determination of a 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 Application: an application for Planning Permission submitted by or on behalf of the Buyer during the Overage Period.

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: Land at Main Street, Monk Fryston as described in clause 1.1 under the definition of "Property" in this Agreement.

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 0 and the requirements of HM Land Registry from time to time.

Secretary of State: the Secretary of State for Communities and Local Government or other appropriate Minister including (where relevant) any inspector appointed to determine any Planning Appeal or the National Assembly for Wales.

Third Party: a person other than:

- (a) the Seller;
- (b) the Buyer; or
- (c) anyone acting on the Seller's or Buyer'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 Town and Country Planning Act 1990 in respect of a decision by the Secretary of State to grant Planning Permission following 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.

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 under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

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 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.
- 1.4 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory 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 In this Schedule, a reference to:
- (a) the Seller does not include its successors in title but includes any assignee to whom the benefit of the Buyer's covenants in the Schedule has been assigned pursuant to paragraph 0; and
 - (b) the Buyer 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 Buyer to the Seller.
- 2.2 The Buyer covenants with the Seller that it shall pay each Overage Payment due under paragraph 0 to the Seller 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 Buyer covenants with the Seller that it shall pay interest at the Interest Rate to the Seller on each Overage Payment that becomes due under paragraph 0. 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 Buyer covenants with the Seller that it shall pay interest at the Default Rate to the Seller 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 Seller may have.

- 2.6 The Buyer covenants with the Seller that it shall:
- (a) supply the Seller with a copy of any planning application for Planning Permission submitted by it or on its behalf during the Overage Period within 10 Working Days of its submission to the Determining Authority; and
 - (b) supply the Seller with a copy of any Planning Permission granted during the Overage Period within 5 Working Days of the date of grant; and
 - (c) notify the Seller in writing on each occurrence of a Trigger Date within 2 Working Days of the relevant Trigger Date.
- 2.7 The benefit of the Buyer's covenants in relation to any matters contained in this Schedule is assignable by the Seller.

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 Buyer and the Seller 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 2.20.
- 3.2 If the Buyer and the Seller fail to agree on the amount of an Overage Payment within 20 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 20 Working Days from and including the date on which the matter was referred for determination under paragraph 0, 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 Buyer and the Seller agree to pay the Independent Surveyor's costs in the proportions determined by the Independent Surveyor within 10 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 0, 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 2.20.

4. Disposals and restriction

- 4.1 The Buyer covenants with the Seller 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 Buyer hereby applies for the entry of the following restriction against the Buyer'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 Buyer:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by Monk Fryston Parish Council of c/o 2 Malvern Mews, Monk Fryston, Leeds, LS25 5DX or their conveyancer."

5. Seller's obligations

The Seller covenants with the Buyer that the Seller 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 Buyer;
- (b) following a Permitted Disposal, if reasonably required by the Buyer in order to ensure that the same restriction (or a new restriction in the same terms) as the restriction referred to in paragraph 0 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 disponee under that Permitted Disposal is registered as the registered proprietor of that title:

- (i) not object to an application by the Buyer or that disponee 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 Buyer or that disponee to withdraw that restriction, provide immediately on receipt of a written request from the Buyer or that disponee 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 Buyer under the terms of this Schedule; and
- (d) apply for the withdrawal of the restriction entered against the title to the Property within 5 Working Days from and including the end of the Overage Period.

6. Seller's costs

The Buyer covenants with the Seller that it shall pay the Seller's reasonable legal 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 Seller granting written consent to each Permitted Disposal or Disposal.

7. VAT

- 7.1 Each amount stated to be payable by the Buyer to the Seller 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 Seller under or pursuant to this Schedule, the Buyer shall on receipt of a valid VAT invoice, pay the Seller an amount equal to that VAT.

8. 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.

Signed for and on behalf of
Monk Fryston Parish Council

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Signed by Jonathan Lodge

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Monk Fryston Parish Council

Personal Data Retention and Disposal Policy

Adopted Date:

Review Date:

1 Introduction

1.1. This document supports the Parish Council's Data Protection Policy under the General Data Protection Regulation 2018 (GDPR) and other associated legislation.

1.2. The Parish Council will ensure that information is not kept for longer than is necessary and will retain the minimum amount of information that it requires to carry out its functions and the provision of services, whilst adhering to any legal or statutory requirements.

2. Aims and Objectives

2.1. It is recognised that up to date, reliable and accurate information is a vital to support the work that the Parish Council does and the services that we provide to our residents.

3. Scope

3.1. For the purpose of this policy, 'documents' includes electronic, microfilm, microfiche and paper records.

4. Standards of good practice

4.1. The Parish Council will make every effort to ensure that it meets the following standards of good practice:

- Adhere to legal requirements for the retention of information. Personal information will be retained in locked filing cabinets. Access to these documents will only be by authorised personnel.
- Disclosure information will be retained in a locked cabinet.
- Appropriately dispose of information that is no longer required.
- Appropriate measures will be taken to ensure that confidential and sensitive information is securely destroyed.

5. Disposal

5.1. Documents/data no longer required by Parish Council for administrative purposes must be finely shredded and deleted entirely and securely from the Parish Council computer system(s).