



Registration of a Charge

Company Name: **CHIGWELL SCHOOL**

Company Number: **05846105**



XB3QSQWO

Received for filing in Electronic Format on the: **10/05/2022**

Details of Charge

Date of creation: **29/04/2022**

Charge code: **0584 6105 0005**

Persons entitled: **HSBC UK BANK PLC**

Brief description: **PART OF THE PROPERTY KNOWN AS CHIGWELL SCHOOL, HIGH ROAD, CHIGWELL IG7 6QF HM LAND REGISTRY TITLE NUMBER: EX797011 SHOWN EDGED YELLOW ON THE PLAN ATTACHED TO THE MORTGAGE.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PINSENT MASONS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5846105

Charge code: 0584 6105 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th April 2022 and created by CHIGWELL SCHOOL was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th May 2022 .

Given at Companies House, Cardiff on 12th May 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

LEGAL MORTGAGEDated 29 April 2022**THIS IS AN IMPORTANT LEGAL DOCUMENT. WE RECOMMEND THAT EACH OF YOU OBTAIN INDEPENDENT LEGAL ADVICE AND MAKE SURE YOU UNDERSTAND IT BEFORE YOU SIGN IT**

Key Mortgage Details	
You/Your	CHIGWELL SCHOOL a company limited by guarantee incorporated in England and Wales with registered number 05846105 and a registered charity registered pursuant to the Charities Act 2011 and registered with the Charity Commission under registered number 1115098
Us/We	HSBC UK Bank plc (with registered Number 09928412), whose address for service for entry on the register is HSBC UK Bank plc, Customer Service Centre, BX8 5HB or another entity that it transfers its rights and/or obligations under this Mortgage to.
The Property	Property address: Part of the property known as Chigwell School, High Road, Chigwell IG7 6QF HM Land Registry title number: EX797011 shown edged yellow on the Plan attached to this Mortgage
The Property Easements	means subject to the covenants on behalf of the Transferee set out in the Schedule to this Mortgage the rights and easements set out in the Schedule paragraph 3 to this Mortgage for the benefit of the Property over the Restriction Land subject to any amendments agreed between the parties acting reasonably.
Receiver	means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property
Service Land	means the property shown shaded green on the plan attached to this mortgage known as Chigwell School, High Road, Chigwell IG7 6QF being part of the land contained in Land Registry title number: EX797011.
"Uncharged Land Easements"	means the rights and easements set out in paragraph 4 of the Schedule to this Mortgage for the benefit of the Uncharged Land and the Service Land as the case maybe over the Property.
"Restriction Land"	means the land shown shaded blue on the Plan to this Mortgage
"Uncharged Land"	means the property known as Chigwell School, High Road, Chigwell IG7 6QF with Land Registry title number: EX797011 but excluding the Property
Your assets that are secured	By entering into this Mortgage you are giving us security over the Property and your other assets listed in clause 3.
Your obligations to us that are secured	You give us security under this Mortgage for the payment of any amounts owed by you to us whether now or in the future and whether owed jointly or severally (the ' Debt ').

Bank reference:

1. **MEANING OF WORDS**

- 1.1 The definitions in the Key Mortgage Details table apply to the rest of this Mortgage.
- 1.2 Our Mortgage Deed Conditions (2021 edition) (the "Conditions") are incorporated into this Mortgage.

2. **WHAT YOU AGREE TO PAY US**

- 2.1 You will pay us, on demand, the Debt, when due and payable.
- 2.2 The Debt does not include any money and liabilities arising under a regulated agreement, as defined under section 189 of the Consumer Credit Act 1974 as may be amended or replaced from time to time.
- 2.3 We will charge you interest in accordance with any agreement between you and us or (if there is no agreement) at a rate of 3% per year above the Bank of England base rate (as such base rate may change, and whenever such base rate is less than zero it shall be deemed to be zero) from the date of demand until the date on which you make the payment, if you fail to pay us in accordance with our demand.

3. **THE SECURITY YOU GIVE US**

You give us, with full title guarantee, and as continuing security for the payment of the Debt:

- 3.1 a legal mortgage over the Property;
- 3.2 an absolute assignment (subject to a proviso for reassignment on the irrevocable discharge in full of the Debt) of all your present and future right title and interest in:
- 3.2.1 all amounts due or owing to you in respect of the Property including under any lease or other right of occupation and any guarantee, security or other rights you have in relation to those amounts;
- 3.2.2 all rights under policies of insurance;
- 3.2.3 the benefit of all rights, documents, undertakings and warranties relating to the Property;
- 3.2.4 all goodwill of any business carried on at the Property at any time;
- 3.3 a first fixed charge over all your present and future right, title and interest in or to all shares and membership rights mentioned in clause 3 of the Conditions.
- 3.4 You will hold any Asset on trust for us if the security over it is ineffective.

4. **YOU AGREE TO REGISTER A RESTRICTION AT THE LAND REGISTRY**

You consent to Us making an application to the Chief Land Registrar to enter the following restriction against the title of any land or property which is or becomes registered at the Land Registry and which is secured under this Mortgage:

"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 the proprietor for the time being of the charge dated 29 April 2022 in favour of HSBC UK Bank plc referred to in the Charges Register"

5. **RESTRICTION LAND**

- 5.1 So as to bind the Restriction Land You covenant with Us for the benefit of the whole and every part of the Property that You will not make any objection whether to HM Land Registry or otherwise following a disposal of all or part of the Property pursuant to this Mortgage by the Lender or a Receiver or any third party nominated by the Lender or a Receiver to the entry on the title to the Restriction Land of the Property Easements and hereby consent to the registration of such Property Easements on the title to the Restriction Land
- 5.2 You covenant with Us that You will not:
- 5.2.1 transfer the whole or any part of the Restriction Land unless the Property Easements are granted by deed for the benefit of the Property so as to provide the Property with no lesser rights and benefits as are enjoyed by the Property at the date hereof; and
- 5.2.2 grant any rights, covenants, leases or any other interests whatsoever over the Restriction Land which would obstruct, interrupt interfere (either directly or indirectly) or prevent the grant of the Property Easements or any other rights and benefits as are enjoyed by the Property at the date hereof.
- 5.3 You consent to us making an application to the Chief Land Registrar to enter the following restriction to be entered on the register of title of the Restriction Land:
- “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 the proprietor for the time being of the charge dated 29 April 2022 in favour of HSBC UK Bank plc as referred to in the charges register that the provisions of clause 5.2 of the charge of part dated 29 April 2022 have been complied with”
- 5.4 You covenant with us that in the event that We take possession of the Property as mortgagee in possession or on the disposal of part or the whole of the Property by Us and/or a Receiver (as the case maybe) pursuant to this Mortgage You shall promptly on request, and in any event within 10 Business Days of such request, grant over such parts of the Restriction Land, as are required by Us and/or Receiver (as the case maybe), the Property Easements by deed and in a form reasonably acceptable to the Us and/or Receiver (as the case maybe).
- 5.5 We covenant with You that in the event we take possession of the Property as mortgagee in possession (or in the event we appoint a Receiver we shall use reasonable endeavours to request that the Receiver complies with this covenant) not to:
- 5.5.1 dispose of all or any part of the Property without (insofar as it is able) reserving for the benefit of the Uncharged Land and the Service Land as the case maybe the Uncharged Land Easements by deed; and
- 5.5.2 to comply with the terms of clause 5.6.
- 5.6 We covenant with You:
- 5.6.1 within ten Business Days of receipt of a written request for any disposition set out in clause 5.2 provide a Satisfactory Consent if the Property Easements have been properly reserved for the benefit of the Property or the Lender is satisfied that no such Property Easements are required.
- 5.6.2 on provision of the Satisfactory Consent referred to at clause 5.6.1 to deliver to You a duly completed HM Land Registry Form RX4 (or any appropriate replacement form required by HM Land Registry from time to time) in respect of the relevant disposal; and
- 5.6.3 as soon as reasonably practicable following release of the Mortgage to deliver to You a duly completed HM Land Registry Form RX4 (or any appropriate replacement form required by HM Land Registry from time to time) for the removal of the restriction noted at clause 5.3 on the register of the title to the Restriction Land.

6. CHARITIES ACT 2011

- 6.1 The Property is held by Chigwell School, a non-exempt charity, and the security created pursuant to this Mortgage does not fall within section 124(9) of the Charities Act 2011 and the restrictions imposed by section 124 of the Charities Act 2011 apply.
- 6.2 The directors of the mortgagor, being persons who have the general control and management of its administration, certify that they have power under the provisions establishing the mortgagor and regulating its purpose and administration to effect this Mortgage and that they have obtained and considered such advice as is mentioned in section 124(2) of the Charities Act 2011.

7. **POWER OF ATTORNEY**

You irrevocably and by way of security appoint:-

- 7.1 Us (whether or not a Receiver has been appointed);
- 7.2 any delegate or sub delegate of, or other person nominated in writing by, an officer of Us;
- 7.3 (as a separate appointment) each Receiver,

severally as Your attorney and attorneys with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of the You, which We could be required to do or execute under any provision of this Mortgage, which shall include the grant of the Property Easements or which We in our sole opinion may consider necessary or desirable for perfecting our title to any of the Property or enabling us or the Receiver to exercise any of its rights or powers under this Mortgage.

IN WITNESS of the above, this document, which is intended to take effect as a deed, has been executed by each of you and is now delivered on the date mentioned above.

This is an important legal document. We strongly recommend that you obtain independent legal advice and make sure that you understand it before you sign it.

Executed as a deed by
CHIGWELL SCHOOL

)
)
)

acting by
two directors or a director and the
secretary

)
)
)

Roseanne Serrelli

(name of director)

Director



David Morriss

(name of director/secretary)

Director/Secretary



We, Roseanne Serrelli and David Morriss being two directors of Chigwell School (a company limited by guarantee and a registered charity) (being the persons who have general control and management of its administration) certify in the name and on behalf of the directors, that we have the power under the provisions establishing the Charity and regulating its purposes and administration to grant the security confirmation contained in this deed and that we have obtained and considered such advice as is mentioned in Section 124 (2) of the said Act.

IN WITNESS WHEREOF this document which is intended to take effect as a Deed has been duly executed by a duly authorised Official of HSBC UK Bank plc as Attorney of HSBC UK Bank plc the date and year first above written.

SIGNED as a DEED)
By:)

As Attorney for

HSBC UK BANK PLC

in the presence of:

Witness:

Name:

Address:

This is an important legal document. We strongly recommend that you obtain independent legal advice and make sure that you understand it before you sign it.

Executed as a deed by
CHIGWELL SCHOOL

)
)

acting by
two directors or a director and the
secretary

)
)

Director

(name of director)

Director/Secretary

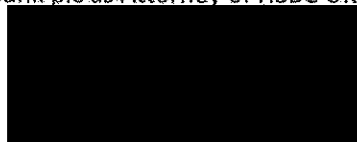
(name of director/secretary)

We, _____ and _____ being two directors of Chigwell School (a company limited by guarantee and a registered charity) (being the persons who have general control and management of its administration) certify in the name and on behalf of the directors, that we have the power under the provisions establishing the Charity and regulating its purposes and administration to grant the security confirmation contained in this deed and that we have obtained and considered such advice as is mentioned in Section 124 (2) of the said Act.

IN WITNESS WHEREOF this document which is intended to take effect as a Deed has been duly executed by a duly authorised Official of HSBC UK Bank plc as Attorney of HSBC UK Bank plc the date and year first above written.

SIGNED as a DEED)

By: *Sarah GUNWELL*)



As Attorney for

HSBC UK BANK PLC

in the presence of:

Alison Barry, Senior Director, HSBC UK

Witness:

Alison Barry

Name:

Address:

1 Centenary Square, Birmingham, B1 1HQ

This is an important legal document. We strongly recommend that you obtain independent legal advice and make sure that you understand it before you sign it.

Schedule

Additional Terms

1. In this Schedule the following terms shall have the following meanings in addition to those terms defined elsewhere in this Legal Charge which shall also apply to this Schedule:-
 - 1.1 "Accessway" means the road connecting the Property to the highway as shown shaded blue on the Plan attached to this Mortgage
 - 1.2 "Gas Cabinets" means the gas cabinets which contain gas meters and regulators which serve the Uncharged Land and are marked and contained within the Maintenance Area on the plan attached to this Mortgage
 - 1.3 "Maintenance Strip" means the area located within the Property and hatched in red on the plan attached to this Mortgage.
 - 1.4 "Perpetuity Period" means the period of 80 years from the [insert date of grant]
 - 1.5 "Projections" mean all foundations, footings, chimneys, flues, eaves, guttering, drainpipes, spouts, fence, posts, wall, piers, and similar projections.
 - 1.6 "Relevant Authority" means all statutory corporations, local or other authorities and all bodies exercising statutory rights, powers or obligations, which will include but not be limited to highway, planning, drainage, water, electricity, gas and telecommunications suppliers and any other authority, body or company to which the powers of such authority, body or company are delegated.
 - 1.7 "Rights of Entry" means:
 - a) giving 10 working days' notice before entering the Maintenance Strip (but no notice needs be given in an emergency);
 - b) causing as little damage as possible to the Maintenance Strip and Property promptly making good any damage caused to the reasonable satisfaction of the [Transferee/owner of the Property]; and
 - c) complying with any reasonable requirements of the [Transferee/Owner of the Property] in relation to the exercise of the right of entry and the timing of any such entry.
 - 1.8 "School" means Chigwell School, High Road, Chigwell IG7 6QF
 - 1.9 "Service Media" means the all conducting media and apparatus for foul and surface water, drainage, gas, light, water, oil, electricity, telephone, electronic transmissions and similar services now or within the Perpetuity Period constructed within the the Property serving the Service Land
 - 1.10 "Service Land" means the land shaded green on the plan attached to this Mortgage
 - 1.11 "Transferor" means the registered proprietor of the Uncharged Land
 - 1.12 "Transferee" means [insert details of the Lender as Mortgage in possession/ Receiver or future disponee of the Property]
 - 1.13 "Uncharged Land" means the property known as Chigwell School, High Road, Chigwell IG7 6QF being the remainder of the land (excluding the Property) registered at HM Land Registry under title number EX797011 at the date of this Mortgage.

2. Declarations

It is agreed and declared by the [Transferor] and the [Transferee] as follows:

- 2.1 Section 62 of the Law of Property Act 1925 and the rule in Wheeldon v Burrows do not apply to this [Transfer/Deed] and no legal or other rights are granted over the Restriction Land for the benefit of the Property except for those expressly granted or reserved by this [Transfer/ Deed].
- 2.2 The expressions “the Transferor” and “the Transferee” include their respective successors in title unless specifically excluded.
- 2.3 The singular includes the plural and the masculine includes the feminine and vice versa and where there are two or more persons included in the Transferee any obligation or agreement in this deed will bind them both individually and jointly.
- 2.4 It is acknowledged by the [Transferee/owner of the Property] that the primary use of the Accessway is for use by the patrons of the School and that the Transferee shall not use or permit or suffer the Accessway to be used in such a way which may be or become a nuisance or annoyance or cause damage to the owner of the Accessway and or the School.

3. Rights granted for the benefit of the Property

The following rights are granted for the benefit of the Property and also for the benefit of any persons authorised by the owner of the Property:

- 3.1 a right of way at all times and for the purpose of access and egress from the Property to and from the public highway with or without vehicles over and along the Accessway subject to the payment of a fair proportion of the cost of inspection, maintenance, repair and renewal thereof according to user reasonably and properly incurred by the [Transferor] and any dispute about the amount to be paid will be settled by the written certificate of an independent surveyor acting as an expert appointed by agreement between the parties to the dispute or failing agreement by the President of the Royal Institution of Chartered Surveyors on the application of any party to the dispute;
- 3.2 the right to keep and use on the Uncharged Land any Projections from any buildings on the Property and adjoining the Uncharged Land [at the date of the grant of the rights].
- 3.3 rights of support and protection from the Uncharged Land and any buildings as are now enjoyed by the buildings on the Property.

4. Rights reserved for the benefit of the Uncharged Land

The following rights are reserved for the benefit of the Uncharged Land and also for the benefit of any persons authorised by the owner of the Uncharged Land;

- 4.1 the right in case of emergency only on foot over all fire escape routes located within the Maintenance Strip;
- 4.2 the right solely for the benefit of the Service Land to use and connect into any Service Media at the Property used in common with the Service Land
- 4.3 rights of support and protection from the Property for any land or buildings on the Uncharged Land adjoining the Property.
- 4.4 the right to use any part of the Uncharged Land as the [Transferor] thinks fit, or to build, rebuild, alter on or develop any part of the Uncharged Land as the [Transferor] may think fit including the right to oversail the airspace of the Property with cranes;
- 4.5 the right to alter, raise the height of or rebuild any building and to erect any new buildings of any height on the Uncharged Land in any manner the [Transferor] thinks fit, even if doing so may obstruct, affect or interfere with the amenity of or access to the Property of the passage of light and air to the Property;

- 4.6 Subject always to compliance with the Entry Requirements the right to enter the Maintenance Strip on foot only with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary:
 - 4.6.1 to inspect, maintain, renew or carry out works to any other part of the Uncharged Land;
 - 4.6.2 solely for the benefit of the Service Land to connect into, use, inspect, repair, maintain, install, re-route or replace any Service Media serving any part of the Service Land.
 - 4.6.3 to inspect, maintain, renew or carry out works to the Gas Cabinets contained in the Maintenance Strip; and
 - 4.6.4 for the purpose of complying with the proper requirements of any Relevant Authority.
- 4.7 the right to keep and use on the Property the Gas Cabinets;
- 4.8 the right to enter the Maintenance Strip to inspect and take readings from the gas metres and gas regulators located within the Gas Cabinets;
- 4.9 the right to keep and use on the Property any Projections from any buildings adjoining the Property;

5. Restrictive Covenants by the Transferee

- 5.1 The [Transferee] so as to bind the Property and each and every part and to benefit the Uncharged Land and each and every part covenants with the owner of the Uncharged Land to observe and perform the following covenants restrictions and stipulations and conditions:
 - 5.1.1 Not to park on or obstruct the Accessway;
 - 5.1.2 Not to obstruct the Accessway or deposit any waste, rubbish, soil or other material on any part of the Accessway or in any other way interfere with the use of the Accessway.
 - 5.1.3 Not obstruct the Maintenance Strip or deposit any waste, rubbish, soil or other material on any part of the Maintenance Strip or in any other way interfere with the Maintenance Strip so as to prevent the exercise of the rights reserved for the benefit of the Uncharged Land without the reasonable consent of the Transferor
 - 5.1.4 Not to do or permit or suffer to be done on the Property anything which may be or become a nuisance or cause damage to the registered proprietor of the Uncharged Land, the operation of the Uncharged land as the School or to the owners, tenants or occupiers of any adjoining or neighbouring property.
 - 5.1.5 Not to discharge into any Service Media over which rights are granted or reserved by this [deed/transfer] anything which would be corrosive or harmful or which would cause any obstruction of them or allow or permit any waste or hazardous materials (including materials which alone or in combination with others may cause harm to human health or the environment) to be deposited on or to escape from the Property.
 - 5.1.6 Not to obstruct, interfere with or cause any damage to the Gas Cabinets

6. Positive Covenants by the [Transferee]

- 6.1 The [Transferee] so as to bind the Property and each and every part and to benefit the Uncharged Land and each and every part covenants with the owner of the Uncharged Land to observe and perform the following covenants:
 - 6.1.1 To contribute on demand a fair and reasonable proportion of the cost of inspecting, repairing and renewing the Accessway which serves the Property jointly with other parts of the Uncharged Land

- 6.1.2 To keep in good condition and repair such parts of the Service Media (if any) as are within the Property and which serve the Service Land subject to the payment of a fair proportion of the cost of inspection, maintenance, repair and renewal thereof according to user reasonably and properly incurred by the [Transferee] and any dispute about the amount to be paid will be settled by the written certificate of an independent surveyor acting as an expert appointed by agreement between the parties to the dispute or failing agreement by the President of the Royal Institution of Chartered Surveyors on the application of any party to the dispute;
- 6.1.3 before making any disposal of the Property ensure that all new owners of the Property enter into a direct covenant (the "Transferor's Deed of Covenant") with the owners of the Accessway and Service Land before they are registered as proprietor of the Property to:
- (a) comply with the Transferee's Positive Covenants;
 - (b) to apply to the Land Registrar for a restriction to be entered onto the registered title in the following form:

'No disposition of the registered estate other than a charge by the proprietor of the registered estate is to be registered without a certificate signed on behalf of a conveyancer that clause [6.1.3] of the [Transfer] dated [date] has been complied with.'
 - (c) not to transfer the freehold interest in the Property without ensuring that any transferee enters into a direct covenant with the owners of the Accessway and Service Land on the terms of this covenant.

7. Positive Covenants by Transferor

- 7.1 The [Transferor] so as to bind the Accessway and each and every part and to benefit the Property and each and every part covenants with the owner of the Property to:
- 7.1.1 repair, maintain, replace, renew and clean the Accessway.
- 7.1.2 before making any disposal of the Accessway ensure that all new owners of the Accessway enter into a direct covenant (the "Transferor's Deed of Covenant") with the owners of the Property before they are registered as proprietor of the Accessway to:
- (a) comply with the Transferor's positive covenant at clause 7.1.1 of this deed;
 - (b) to apply to the Land Registrar for a restriction to be entered onto the registered title in the following form:

'No disposition of the registered estate other than a charge by the proprietor of the registered estate is to be registered without a certificate signed on behalf of a conveyancer that clause 7.1.3 of the Transfer dated [date] has been complied with.'
 - (c) not to transfer the freehold interest in the Accessway without ensuring that any transferee enters into a direct covenant with the owners of the Property on the terms of this covenant.
- 7.2 The [Transferor] so as to bind the Service Land and each and every part and to benefit the Property and each and every part covenants with the owner of the Property to:
- 7.2.1 To contribute on demand a fair proportion of the cost of inspecting, repairing and renewing any Service Media which serves the Service Land jointly with the Property.
- 7.2.2 before making any disposal of the Service Land ensure that all new owners of the Service Land enter into a direct covenant (the "Transferor's Deed of Covenant 2") with the owners of the Property before they are registered as proprietor of the Service Land to:

- (a) comply with the Transferor's positive covenant at clause 7.2.1 of this deed;
- (b) to apply to the Land Registrar for a restriction to be entered onto the registered title in the following form:

'No disposition of the registered estate other than a charge by the proprietor of the registered estate is to be registered without a certificate signed on behalf of a conveyancer that clause 7.2.1 of the Transfer dated [date] has been complied with.'

- (c) not to transfer the freehold interest in the Service Land without ensuring that any transferee enters into a direct covenant with the owners of the Property on the terms of this covenant.

8. **Restrictive Covenants by [Transferor]**

- 8.1 The [Transferor] so as to bind the Service Land and the Accessway and each and every part and to benefit the Property and each and every part covenants with the owner of the Property to:

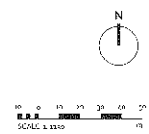
- 8.1.1 Not to park on or permanently obstruct the Accessway so as to prevent the exercise of the rights granted to the Transferee in this deed (save for where the Accessway is temporarily obstructed due to works or inspection of the Service Media contained within the Accessway or such other works required to be carried out on the Uncharged Land this shall not be deemed to be in breach of this covenant PROVIDED THAT access to the Property shall be maintained at all times.
- 8.1.2 Not to obstruct the Accessway or deposit any waste, rubbish, soil or other material on any part of the Accessway so as to prevent the exercise of the rights granted to the Transferee in this deed
- 8.1.3 Not obstruct the Maintenance Strip or deposit any waste, rubbish, soil or other material on any part of the Maintenance Strip and/or the Property or in any other way interfere with the Maintenance Strip so as to interfere with the use and enjoyment of the Property without the reasonable consent of the Transferee
- 8.1.4 Not to do or permit or suffer to be done on the Maintenance Strip anything which may be or become a nuisance or cause damage to the registered proprietor of the Property or the use of the Property.
- 8.1.5 Not to discharge into any Service Media over which rights are granted or reserved by this [deed/transfer] anything which would be corrosive or harmful or which would cause any obstruction of them or allow or permit any waste or hazardous materials (including materials which alone or in combination with others may cause harm to human health or the environment) to be deposited on or to escape from the Uncharged Land

Annexure

Plan



Maintenance strip
Gas Cables



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