Homes England

Date: 16 May 2025
Our Ref: RFI5048
Tel: 0300 1234 500
Email: infogov@homesengland.gov.uk

[redacted]
By Email Only

Dear [redacted]

RE: Request for Information – RFI5048

Thank you for your recent email, which was processed under the Environmental Information Regulations 2004 (EIR). Please accept our apologies for the delay in providing this response to you.

You requested the following information:

I would like to make the following FOI/EIR requests relating to the restrictive covenant held by Homes England on the land comprising Betteshanger Country Park, Deal CT140BF:

1.1) I would like to have the times and dates of any meetings, whether face to face or electronic between 1st August 2018 and 1st August 2022. These would include all information held by Homes England of any such meeting with any party relating to the restrictive covenant or Betteshanger Country Park.

2.1) I would also like copies of all emails or records of any telephone communications or texts which were sent or received between 1st August 2018 and 1st August 2022. These would include all communications with any party held by Homes England relating to the restrictive covenant or Betteshanger Country Park.

Response

We can confirm that we do hold the requested information. We can confirm that we hold the times and dates of meetings Homes England has held with relevant third party organisations. We also hold correspondence, exclusively in email format, between Homes England and/or involved parties relating the Betteshanger Country Park or the restrictive covenant we hold over the land.

The information that we hold that falls within the scope of your request, both meeting details and correspondence, is contained in Annex A. We are withholding some information from disclosure. The

2nd Floor
The Lumen
St James Boulevard, Newcastle Helix
Newcastle upon Tyne, NE4 5BZ

0300 1234 500
@HomesEngland
www.gov.uk/homes-england

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withheld information includes communications we have exchanged with our legal advisors in relation to Betteshanger and the restrictive covenant, communications we have exchanged and been provided with relating to Quinn Estates acquisition of the land and discussions concerning the possible use of land and internal approval documents relating to the disposal and variation of the land. We are withholding some of this information from disclosure under the following exceptions:

Regulation 12(5)(b) – The Course of Justice

Under regulation 12(5)(b) of the EIR, Homes England may refuse to disclose information to the extent the disclosure would adversely affect the course of justice, the ability of a person to receive a fair trial or the ability of a public authority to conduct an inquiry of a criminal or disciplinary nature.

The information in scope of your request consists of advice from legal advisers. The information is therefore subject to legal professional privilege, which, according to the Information Commissioner's guidance is covered by the meaning 'The course of justice'. The principle of legal professional privilege is based on the need to ensure that communications between a client and their legal adviser will be treated in confidence and not revealed without the client's consent.

Public Interest Test

Regulation 12(5)(b) is subject to the public interest test. Once the exception has been engaged it is then necessary to consider the balance of the public interest in maintaining the exception or disclosing the information.

Under regulation 12(2) the public authority must apply a presumption in favour of disclosure, in both engaging the exception and carrying out the public interest test. In relation to engaging the exception, this means that there must be clear evidence that disclosure would have the adverse effect listed in 12(5).

Factors in favour of disclosure

- Homes England acknowledge that there is a presumption in disclosure regarding environmental information as well as a public interest in promoting transparency in how we undertake our work and allocate public money; and

Factors in favour of withholding

- For regulation 12(5)(b) of the EIR to apply to legally privileged information, the public authority must demonstrate that disclosure of the requested information would adversely affect the course of justice. In this case, the withheld information consists of advice received by Homes England from its legal advisors in relation to ongoing discussions/negotiations. It is essential that Homes England be able to

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discuss legal advice received and act upon this advice in order to ensure robust legal agreements are entered into with third parties. If the information were released it would be likely to diminish the quality of the legal advice received and acted upon in relation to investment of public money; and

- If that legal advice or information based upon it is exposed to the public, it not only allows the other parties to the ongoing negotiation or litigation an insight it should not have been disclosed – it also undermines Homes England's ability to seek this advice freely and without fear that conclusions would be drawn based on the questions asked and the answers given. Homes England needs to be able to communicate freely with its legal advisers in confidence. Otherwise, Homes England's communications with its legal advisors will be more guarded (with an eye to potential disclosure), less open and thus less robust; the process of lawyer-client advice will be weakened, which is contrary to the interests of justice and to the public interest. Disclosing information that has the quality of legal professional privilege would more likely than not cause adverse harm to Homes England's negotiating position and ability to recover public money in relation to land.

Having considered the arguments for and against disclosure of the information, we have concluded that at this time, the balance of the public interest favours non-disclosure and there is not a wider public interest in disclosing the information requested.

The full text of Regulation 12(5)(b) in the legislation can be found via the following link: The Environmental Information Regulations 2004 (legislation.gov.uk).

Regulation 12(5)(e) – Confidentiality of commercial or industrial information

Under regulation 12(5)(e) of the EIR, Homes England may refuse to disclose information to the extent that its disclosure would adversely affect the confidentiality of commercial or industrial information where such confidentiality is provided by law to protect a legitimate economic interest.

Four elements are required for Regulation 12(5)(e) to be engaged:

1) The information is commercial or industrial in nature;
   It contains information relating to the sale of land and use of that land by a private commercial entity. Therefore it is commercial in nature as it relates to commercial activity.

2) Confidentiality is provided by law;
   The withheld information is subject to confidentiality provided by law under a common law duty of confidence. The information has a common law duty of confidence because it is not trivial and not in the

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public domain. The information was created by two parties who have entered into contractually binding confidentially terms. These show that the parties had the intention that a duty of confidentiality would be created between them. Homes England therefore recognises that this information was intended to be held in confidence between the parties.

3) The confidentiality is providing a legitimate economic interest;
If the confidentiality of this information was breached it would harm the ability of Homes England and third parties to dispose of land. There is a legitimate economic interest in protecting the ability of Homes England and third parties to negotiate in current and future commercial agreements.

4) The confidentiality would be adversely affected by disclosure;
Disclosure would result in third parties gaining access to commercially valuable information. Disclosure of the confidential information would harm the ability of Homes England to achieve good value for public money.

Public Interest Test

Regulation 12(5)(e) is subject to the public interest test. Once the exception has been engaged it is then necessary to consider the balance of the public interest in maintaining the exception or disclosing the information.

Under regulation 12(2) the public authority must apply a presumption in favour of disclosure, in both engaging the exception and carrying out the public interest test. In relation to engaging the exception, this means that there must be clear evidence that disclosure would have the adverse effect listed in 12(5).

Factors in favour of disclosure

- Homes England acknowledge that there is a presumption in disclosure regarding environmental information as well as a public interest in promoting transparency in how we undertake our work and allocate public money;
- Homes England acknowledges the history of the land in relation to the allocation of public funds and recognises there is public interest in the ongoing allocation of public funds and other resource to the land; and
- Homes England acknowledge that there is a public interest in effective management of land and recognise the importance of accountability for these decisions and management of public funds.

Factors in favour of withholding

Homes England

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Our Ref: RFI5048
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- The withheld information relating to internal approval papers gives insight into Homes England processes in relation to decision making for the disposal of land. Disclosure could prejudice the ability of decision-makers to make impartial decisions about future disposals. This would not be in the public interest as it would be likely to prejudice our ability to effectively manage public funds;
- Some of the withheld information includes information relating to the current and future commerciality of the land, for which Homes England retains an interest. If this information were to be released it would be likely to disadvantage Homes England's commercial position and have a negative impact on ongoing discussions. This would also be likely to have the same negative effect on future commercial activity. This would not be in the public interest as it would put future developments at risk, inflate prices and damage Homes England's reputation as a partner;
- The withheld information also includes information relating to the acquisition of land and related commercial considerations. This information was provided to Homes England in commercial confidence. Disclosure would adversely affect the relationship between Homes England and current and potential partners. This would be likely to cause significant reputational, commercial and financial loss to Homes England;
- Homes England has been unable to identify a wider public interest in disclosing the information requested.

Having considered the arguments for and against disclosure of the information, we have concluded that at this time, the balance of the public interest favours non-disclosure.

The full text of Regulation 12(5)(e) in the legislation can be found via the following link: https://www.legislation.gov.uk/uksi/2004/3391/regulation/12/made

Regulation 13 – Personal Data

We have redacted information on the grounds that in constitutes third party personal data and therefore engages Regulation 13 of the EIR.

To disclose personal data, such as names, contact details, addresses and email addresses could lead to the identification of third parties and would breach one or more of the data protection principles.

Regulation 13 is an absolute exception which means that we do not need to consider the public interest in disclosure. Once it is established that the information is personal data of a third party and release would breach one or more of the data protection principles, then the exception is engaged.

Homes England

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Our Ref: RFI5048
Tel: 0300 1234 500
Email: infogov@homesengland.gov.uk

The full text in the legislation can be found on the following link:
http://www.legislation.gov.uk/uksi/2004/3391/regulation/13/made

Right to make Representations

If you are not happy with the information that has been provided or the way in which your request has been handled, you may request a reconsideration of our response (Internal Review). You can make this representation by writing to Homes England via the details below, quoting the reference number at the top of this letter.

Email: infogov@homesengland.gov.uk

The Information Governance Team
Homes England
2nd Floor
The Lumen
St James Boulevard
Newcastle Helix
Newcastle upon Tyne
NE4 5BZ

Your request for reconsideration must be made in writing, explain why you wish to appeal, and be received within 40 working days of the date of this response (Reg 11(2)). Failure to meet this criteria may lead to your request being refused.

Upon receipt, your request for reconsideration will be passed to an independent party not involved in your original request. We aim to issue a response within 20 working days.

You may also complain to the Information Commissioner's Office (ICO) however, the Information Commissioner does usually expect the internal review procedure to be exhausted in the first instance.

The Information Commissioner's details can be found via the following link https://ico.org.uk/

Please note that the contents of your request and this response are also subject to the Freedom of Information Act 2000. Homes England may be required to disclose your request and our response accordingly.

Homes England

Date: 16 May 2025
Our Ref: RFI5048
Tel: 0300 1234 500
Email: infogov@homesengland.gov.uk

Yours sincerely,

The Information Governance Team
For Homes England

2nd Floor
The Lumen
St James Boulevard, Newcastle Helix
Newcastle upon Tyne, NE4 5BZ

0300 1234 500
@HomesEngland
www.gov.uk/homes-england

From: reg. 13
To: reg. 13
Cc: reg. 13
Subject: RE: Betteshanger marketing brochure [PM-AC.FID3926546]
Date: 24 May 2019 10:00:47
Attachments: image004.png
image005.jpg
image006.png
image007.png

Thanks reg. 13 will try and join us but has a clash. However reg. 13 in his team will hopefully be able to join in reg. 13 absence.

Regards

reg. 13 | Homes England | Tel: reg. 13 | Mob: reg. 13 |

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cid:image002.jpg@01D4711A.7F0947B0

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Please forward any Freedom of Information Requests to: enquiries@homesengland.gov.uk

Any post should be sent to Homes England Cambridge Office: Eastbrook, Shaftesbury Road, Cambridge, CB2 8BF

From: reg. 13 [mailto reg. 13 pinsentmasons.com]
Sent: 24 May 2019 09:22
To: reg. 13
Cc: reg. 13
Subject: RE: Betteshanger marketing brochure [PM-AC.FID3926546]

Thanks reg. 13

I have forwarded the invite to reg. 13

Kind regards

reg. 13

reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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Proud to have been named Stonewall Employer of the Year in the Stonewall Top 100 Employers 2019

From: reg. 13 [mailto reg. 13 homesengland.gov.uk]
Sent: 24 May 2019 08:56
To: reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: [EXTERNAL] RE: Betteshanger marketing brochure [PM-AC.FID3926546]

That is great. Could you send the invite to reg. 13 Reg 13 and may well get more involved reg. 13 is more or less up to speed on this.

Regards

reg. 13 | Homes England | Tel: reg. 13 | Mob: reg. 13 |

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cid:image002.jpg@01D4711A.7F0947B0

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Please forward any Freedom of Information Requests to: enquiries@homesengland.gov.uk

Any post should be sent to Homes England Cambridge Office: Eastbrook, Shaftesbury Road, Cambridge, CB2 8BF

From: reg. 13 reg. 13 [mailto reg. 13 reg. 13 pinsentmasons.com]
Sent: 23 May 2019 15:17
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 EXTERNAL reg. 13 reg. 13 reg. 13 reg. 1
Subject: RE: Betteshanger marketing brochure [PM-AC.FID3926546]

Hi reg. 13

Thank you for your email.

In terms of a **call tomorrow, 12.15** works best for us and so I'll send you a calendar invite with the dial in details. Unfortunately reg is on annual leave tomorrow, but I'm generally au fait and up to date in terms of his proposed advice on the visitor centre and I can feedback to him when he is back in the office on Tuesday. As mentioned in my earlier email, a colleague from our Restructuring team, reg. 1 reg. 13 will be joining the call.

Look forward to speaking tomorrow.

Kind regards

reg. 13

reg. 13 reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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From: reg. 13 reg. 13 [mailto reg. 13 reg. 13 homesengland.gov.uk]
Sent: 23 May 2019 13:09
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13
Subject: [EXTERNAL] RE: Betteshanger marketing brochure [PM-AC.FID3926546]

Dear reg. 13

I am chairing an RICS exam panel today but am available most of tomorrow, let me know when would be convenient your end.

reg. 13

On 23 May 2019 10:22, reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com> wrote:
Morning reg. 13

Following on from our call on Tuesday I can now report back to you on whether we can act for Homes England on this matter.

With regards to the proposed educational administration of Hadlow College, as a firm we do have a role advising a lender, but it is in respect of an unrelated Hadlow site (i.e. not Betteshanger) and therefore our Conflicts team are satisfied that we can advise you in respect of this matter.

As discussed, I think the first step we need to take is to have a call to discuss the matter generally with a view to narrowing down the points you would like us to advise you on. **What is your availability like over the next couple of working days (today, Friday and Tuesday)?** I have been liaising with a colleague in our Restructuring team and they should hopefully be able to join the call, but as you will appreciate we are navigating unchartered waters so they might not be able to provide definitive advice on the call.

Kind regards

reg. 13

reg. 13 reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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Winner – 'Energy & Infrastructure Team of the Year' 2016, 2018, 2019 at The Legal Business Awards

Ranked No.1 Legal Planning team by Planning Magazine in 2015, 2016, 2017 and 2018

Proud to have been named Stonewall Employer of the Year in the Stonewall Top 100 Employers 2019

From: reg. 13 reg. 13 [mailto reg. 13 reg. 13 homesengland.gov.uk]
Sent: 21 May 2019 09:10
To: reg. 13 reg. 13 reg. 13 reg. 1
Cc: reg. 13 reg. 13
Subject: [EXTERNAL] Betteshanger marketing brochure

A colleague of mine intercepted the attached....

reg. 13 reg. 13 | reg. 13 | Homes England | Tel: reg. 13 | Mob: reg. 13 |

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Please forward any Freedom of Information Requests to: enquiries@homesengland.gov.uk

BY POST

reg. 13 reg. 13
BDO
55 Baker Street
London
W1U 7EU
Email - reg. 13 reg. 13 bdo.co.uk

Our Ref 105454975.2\AF29\503792.09919

DDI reg. 13

E reg. 13 reg. 13 pinsentmasons.com

29 May 2019

Dear Sirs

HADLOW COLLEGE (IN ADMINISTRATION) ("COLLEGE")
OUR CLIENT – HOMES ENGLAND
BETTESHANGER PARK ("BETTESHANGER")

As you are aware, we are instructed by Homes England in connection with the administration of the College and our client's position in relation to Betteshanger.

Our client has requested a meeting or call with you to discuss the College's position in relation to Betteshanger and would like to understand the strategy in relation to the site from the College's perspective as soon as possible. The purpose of this letter is to identify to you our client's analysis of the College's obligations in respect of Betteshanger and any proposed sale of the same.

Background

We enclose the following documentation:-

1. Funding Agreement between our client (then known as Homes and Communities Agency) and the College dated 24 July 2013 ("**Funding Agreement**");

2. Transfer (TR5) between our client and the College dated 24 July 2013 ("**Transfer**");

3. Deed of Covenant between Betteshanger Sustainable Park Limited and our client dated 24 July 2013 relating to the business park element of Betteshanger ("**Deed of Covenant**").

On 24 July 2013 our client transferred Betteshanger into the ownership of the College subject to the terms of the Funding Agreement and the Transfer. Pursuant to the Funding Agreement our client agreed to transfer the Betteshanger site to the College and advanced funding of some £5,000,000.00 to the College to be applied in accordance with the terms provided in the Funding Agreement, essentially on a dowry basis.

On the same date the College then transferred the business park element of Betteshanger to Betteshanger Sustainable Park Limited and such transfer required the Deed of Covenant being

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provided by Betteshanger Sustainable Park Limited in favour of our client pursuant to which Betteshanger Sustainable Park Limited agreed to comply with a number of obligations contained within the Transfer.

In exchange for the funding and transfer of the land the College agreed to a number of ongoing obligations and liabilities to our client in relation to the country park element of Betteshanger. Without limitation, the Funding Agreement included the following obligations for the College:-

1. To receive the funding of £5,000,000.00 to be applied in managing and maintaining the Betteshanger site as follows:

1.1 for the management and maintenance of the site as further detailed in the funding appendix.

1.2 for a period of 30 years from the date of the Funding Agreement use reasonable endeavours to ensure that the management and maintenance obligations for the site were carried out in accordance with the funding appendix (noting that this requirement would exceed the initial funding advanced).

1.3 act in good faith to achieve the objectives set out in the Funding Agreement (in particular as to use of the Betteshanger site) and would provide reasonable evidence of this to our client if required by our client.

1.4 to fulfil a obligations to be carried out on a permanent basis to ensure that the park will remain a publicly accessible park (noting that this requirement would exceed the initial funding advanced), such obligations extended to landscape maintenance, insurance and health and safety measures, cycle track and footpath maintenance and maintenance at all times of a visitors car park and visitors centre at Betteshanger.

2. It was contemplated that the College may elect to construct a replacement visitors centre and the College later elected that it would construct a visitors centre which, we are instructed, is currently part completed. Any replacement visitors' centre would need to be maintained and operated in accordance with the terms of the funding appendix.

The Transfer imposed a number of covenants in favour of our client over Betteshanger, including a requirement that prior to any proposed transfer, any transferee would be required to enter into a deed of covenant in our client's favour (in a similar form to the Deed of Covenant) pursuant to which they agree to comply with a number of obligations contained within the Transfer including without limitation, what the country park and business park elements of Betteshanger are to be used for.

For the avoidance of doubt, all of the above obligations continue to apply to the College notwithstanding the administration of the College.

Our client's position

Our client has a number of concerns in relation to the current position of the College, the plans for the Betteshanger site, the use of the £5m funding, and the administrators' strategy for the continued operation of the College. Our client understands that a sale of the Betteshanger site is being proposed or that the site is being marketed for sale. In relation to this, please provide clarification as a matter of urgency as to the basis upon which the site is being marketed for sale; that any marketing is in accordance with the terms of the Funding Agreement and the Transfer and will be proposed for uses that are in accordance with the requirements of that documentation.

As set out above, our client's position is clear that the College has a continuing obligation to maintain the country park element of the Betteshanger site in accordance with its obligations under the Funding Agreement, including for the avoidance of doubt maintenance of an operable visitors centre.

Our client is equally concerned, as a matter of urgency, to ensure that the College procures the completion of the building works at the visitor centre so as to render the site compliant with the terms of the Funding Agreement. All other ongoing maintenance obligations are also required to be continued to be performed. Please confirm that the administrators will continue to operate the College in accordance with the terms and requirements of the Funding Agreement.

Our client would further like to understand the current proposals in relation to subsidiaries of the College, including Betteshanger Sustainable Parks Limited and whether an administration is likely in relation to that entity.

Given that there are evidentially a number of issues to address with our client, we would suggest that we arrange a conference call as a matter of urgency to discuss the administrators' and the College's approach to Betteshanger so that our client may better understand the position. We would be pleased to provide an agenda of the priorities for our client in advance to such call.

We await hearing from you.

Yours sincerely

Pinsent Masons LLP

cc reg. 13 reg. 13 reg. 13 **Hadlow College**

Enclosures: As above

From: reg. 13
To: [redacted]
Cc: reg. 13
Subject: RE: Urgent meeting request - Betteshanger site in Kent
Date: 30 May 2019 16:57:02
Attachments: image001.png
image003.jpg
image004.png
image005.jpg

Hi reg. 13
Thanks for the briefing note. I understand that you are discussing that with reg. 13 now. We have not been asked by reg. 13 office for a draft response to the MP they will be doing that.

Kind Regards

reg. 13
reg. 13

[redacted]

reg. 13
reg. 13
Woodlands
Manton Lane
Bedford
MK41 7LW

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cid:image005.jpg@01D47121.455E89B0

[redacted]

From: reg. 13 reg. 13
Sent: 30 May 2019 10:52
To: reg. 1 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: Urgent meeting request - Betteshanger site in Kent

Dear reg. 1

Following our conversation yesterday, I would suggest the following note as set out below in **bold**.

To update you following my brief message yesterday, a draft letter to the College's administrators has been prepared by Pinsents and I discussed this with reg. 13 reg. 13 earlier today. This letter reminds the College of their obligations and seeks a meeting with their administrators BDO. Pinsents' education team have already spoken to BDO over the phone to set out our position informally.

My suggested note to Charlie Elphicke:

'Dear Mr Elphicke

Thank you for your message in respect of Betteshanger.

First let me reassure that Homes England is fully aware of the seriousness of the financial difficulties Hadlow College finds itself in and the potential implications for Betteshanger.

Furthermore let me also reassure you Hadlow's proposed deadline for a completed sale of Betteshanger is not the end of May but end of July. On this matter we have already had initial discussions with the agent appointed by the Department for Education as well as the College's administrators expressing our strong reservations about the current marketing timescale. We have also made the College and the Administrators aware of their obligations in the Funding Agreement to run the Country Park.

We do have legal restrictions in place as to the use of the Country Park and the Business Park which is binding on any future purchaser. Again the College and their Administrators have been made aware of that.

Contact has also been made with one of the other major funders to ensure we have a full picture as far as that is possible at this stage. It is clear that all parties involved are keen to see the Country Park remain open in the near and long term.

At this point it is too early to say where the future ownership of this site will be as first all parties need to have a much better idea what the College's funding position is. We are particularly keen to see a clear audit of all funds that have gone into this project. We are very clear what the Homes England dowry was for: to run the Country Park for at least 30 years.

You have asked for a meeting to discuss your concerns in more detail and we would be very happy to meet you at your earliest convenience.'

Let me know what you think.

reg. 13 reg. 13 | reg. 13 | Homes England | Tel: reg. 13 | Mob: reg. 13 |

[redacted]

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cid:image002.jpg@01D4711A.7F0947B0

[redacted]

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Please forward any Freedom of Information Requests to: enquiries@homesengland.gov.uk

Any post should be sent to Homes England Cambridge Office: Eastbrook, Shaftesbury Road, Cambridge, CB2 8BF

From: reg. 13
Sent: 29 May 2019 13:19
To: reg. 13
Cc: reg. 13
Subject: RE: Urgent meeting request - Betteshanger site in Kent

Hi reg. 13

Many thanks. reg. 13 is managing the detail of this and has already commissioned a legal briefing from Pinsents. I'll ask him to prepare a note with a short summary of the legal position and the options which are open to Homes England.

Thanks and regards.

reg. 13

From: reg. 13
Sent: 29 May 2019 11:53
To: reg. 13
Cc: reg. 13
Subject: FW: Urgent meeting request - Betteshanger site in Kent
Importance: High

Hi reg. 13
Further to our conversation, please see below the enquiry from Charlie Elphicke MP. Please can you draft a briefing note for reg. 13 I will check with reg. 13 on the deadline.
Thanks

Kind Regards

reg. 13
reg. 13
reg. 13

reg. 13
reg. 13
Woodlands
Manton Lane
Bedford
MK41 7LW

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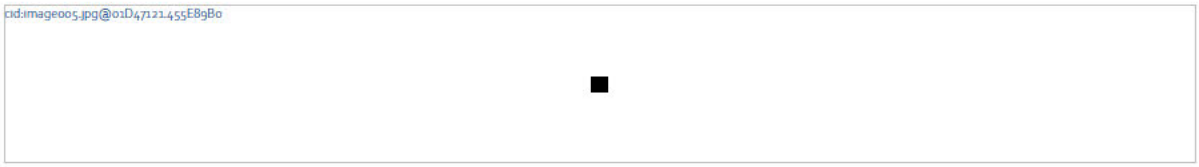

From: reg. 13
Sent: 28 May 2019 17:05
To: reg. 13
Cc: reg. 13
Subject: RE: Urgent meeting request - Betteshanger site in Kent
Importance: High

Hi reg. 13

Please see below, do you know anything about the DoE Betteshanger site?

Many thanks,

reg. 13

From: Nick Walkley
Sent: 28 May 2019 15:59
To: reg. 13
Subject: FW: Urgent meeting request - Betteshanger site in Kent

Can we get on to this ASAP.

reg. 13 may have the details

From: ELPHICKE, Charlie [mailto:charlie.elphicke.mp@parliament.uk]
Sent: 28 May 2019 14:32
To: MALTHOUSE, Kit; Nick Walkley
Subject: Urgent meeting request - Betteshanger site in Kent

Dear Kit and Mr Walkley,

I am writing to you in connection with the above site. This was disposed of by the HCA to Hadlow College with a multi million pound dowry. At the time I asked for assurances that if the project failed, the HCA would be able to recover the site. I was told that was the case.

Hadlow College has since gone bust. The DfE has decided to dispose of the site on the open market - with a deadline of 30/5, this Thursday. I do not know if you are aware of this.

I would like an urgent meeting to request that the ministry and the HCA step in to stop the disposal - which is really a fire sale.

This is an important, strategic site. What happens to it needs to be considered strategically. The HCA gave a large dowry and has value for money obligations in relation to the site as well as rights over it in the site's land title.

Half of the site has potential for housing. This is a brownfield site highly suitable for development at pace. I would like to see it built out at speed rather than landbanked or otherwise left to rot. Especially as the community would positively support housing here.

The other half is a valued country park. It could be a real community asset. This has happened very swiftly and I do not believe the local council has had the fullest opportunity to consider the options available to it.

I believe a community led solution should be explored. I would like an urgent meeting to stop the sale in order to enable time for community led and other solutions to be taken forward.

Best wishes
Charlie

Charlie Elphicke
Member of Parliament for Dover & Deal
01304 379669

Charlie@elphicke.com
www.elphicke.com
@charlieelphicke
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DATED 24 July 2013

BETTESHANGER SUSTAINABLE PARK LIMITED (1)

and

HOMES AND COMMUNITIES AGENCY (2)

DEED OF COVENANT
relating to
The Business Park
Betteshanger
Deal
Kent

Brachers
Somerfield House
59 London Road
Maidstone
Kent ME16 8JH
Matter: HAD0179-000245

THIS DEED OF COVENANT is made on 24th July 2013

BETWEEN:-

(1) **BETTESHANGER SUSTAINABLE PARK LIMITED** registered number 07687231 whose registered office is at Hadlow College Hadlow Tonbridge Kent TN11 0AL (the "**Covenantor**");

(2) **HOMES AND COMMUNITIES AGENCY** of Central Business Exchange II, 414-428 Midsummer Boulevard, Central Milton Keynes MK9 2EA (the "**Agency**") (which includes any statutory successors and assigns);

together the "**Parties**".

WHEREAS:-

(A) Pursuant to clause 11.9.1 of the Transfer, Hadlow College agreed with the Agency to procure that any disponee of the whole or any part or any interest in the Site enters into a deed of covenant to comply with the terms of certain covenants set out therein.

(B) The Covenantor has acquired the Business Park from Hadlow College pursuant to a transfer of even date herewith and accordingly is a disponee of the Site for the purposes of the Transfer.

(C) The Covenantor has agreed to enter into this Deed of Covenant.

1. **INTERPRETATION**

1.1 In this Deed, the following words and expressions have the following meanings:-

"Plan"	means the plans attached to this Deed
"Relevant Land"	means that part of the Site in respect of which a Disposal has been or is to be made to the Covenantor as shown edged red on the Plan
"Site"	means all that land that was transferred pursuant to the Transfer
"Successor"	means any person to whom a Disposal is made
"Transfer"	means a transfer relating to the Site dated 24 July 2013 made between (1) Homes and Communities Agency and (2) Hadlow College

1.2 In this Deed, save where the context requires or expressly stated otherwise, words and expressions defined in clause 11.1 of the Transfer have the same meanings in this Deed.

1.3 In this Deed, save where the context requires otherwise, the following words, terms and expressions have the following meanings:-

1.3.1 any reference to this **"Deed"** includes any subsequent variations and any supplemental agreement made from time to time by agreement between the Parties;

1.3.2 any reference to the **"Agency"** and/or the **"Covenantor"** includes reference to any statutory successors;

1.3.3 words importing any gender include any other gender;

1.3.4 words in the singular include the plural and words in the plural include the singular;

1.3.5 the term **"person"** includes any individual, partnership, firm, trust, body corporate, government, governmental body, authority, agency or unincorporated body of persons or association;

1.3.6 the words "including" and "in particular" will be construed so as not to limit the generality of any words or expressions in connection with which they are used;

1.3.7 headings and the contents table are inserted for convenience only and will have no legal effect;

1.3.8 references in this Deed to any Clause or Schedule without further designation will be construed as a reference to the Clause of or Schedule to this Deed;

1.3.9 the Schedules to this Deed are an integral part of this Deed and reference to this Deed includes reference to the Schedules;

1.3.10 in the event of a conflict the Clauses set out in the main body of this Deed will take priority over the Schedules;

1.3.11 references to any statute or statutory provision in this Deed will be deemed to refer to those provisions as replaced, amended, extended or re-enacted from time to time whether by instruments, orders, bye-laws, statute or by directive or regulation (which is, in the case of a directive or regulation, intended to have direct application within the United Kingdom and has been adopted by the Council of the European Communities) and all statutory instruments or orders made pursuant to it;

1.3.12 where consent or approval of any Party is required for any purpose under or in connection with this Deed it will be given in writing and

within a reasonable time following receipt of a written request for such consent or approval;

1.3.13 any decision, act or thing which either Party is required or authorised to take or do under the Deed may be taken or done by any person authorised either generally or specially by that Party to take or do that decision, act or thing, provided that both Parties will provide each other with the name of any person so authorised on receipt of a written request.

1.4 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Deed is to be unaffected.

1.5 The Parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a Party to it.

2. COVENANTOR'S OBLIGATIONS

The Covenantor covenants with the Agency that it will comply with the covenants set out in the Schedule and will ensure that any future holder of any interest in the legal or equitable title to the Relevant Land will comply with the covenants set out in the Schedule.

3. RESTRICTION

Within five (5) days of completion of this Deed the Agency shall provide the Covenantor with a certificate signed by the Agency or its solicitor confirming that the provisions of clause 11.9.1 of the Transfer have been complied with in so far as they relate to the Relevant Land.

4. EXECUTION

The Covenantor has executed this Deed of Covenant as a deed and it is delivered on the date set above.

SCHEDULE

COVENANTS

To comply with Clause 11.6.1, 11.7.3, 11.7.4, 11.8, 11.9 and 11.12 of a Transfer dated 24th July 2013 made between (1) Homes and Communities Agency and (2) Hadlow College insofar as they relate to the Relevant Land.

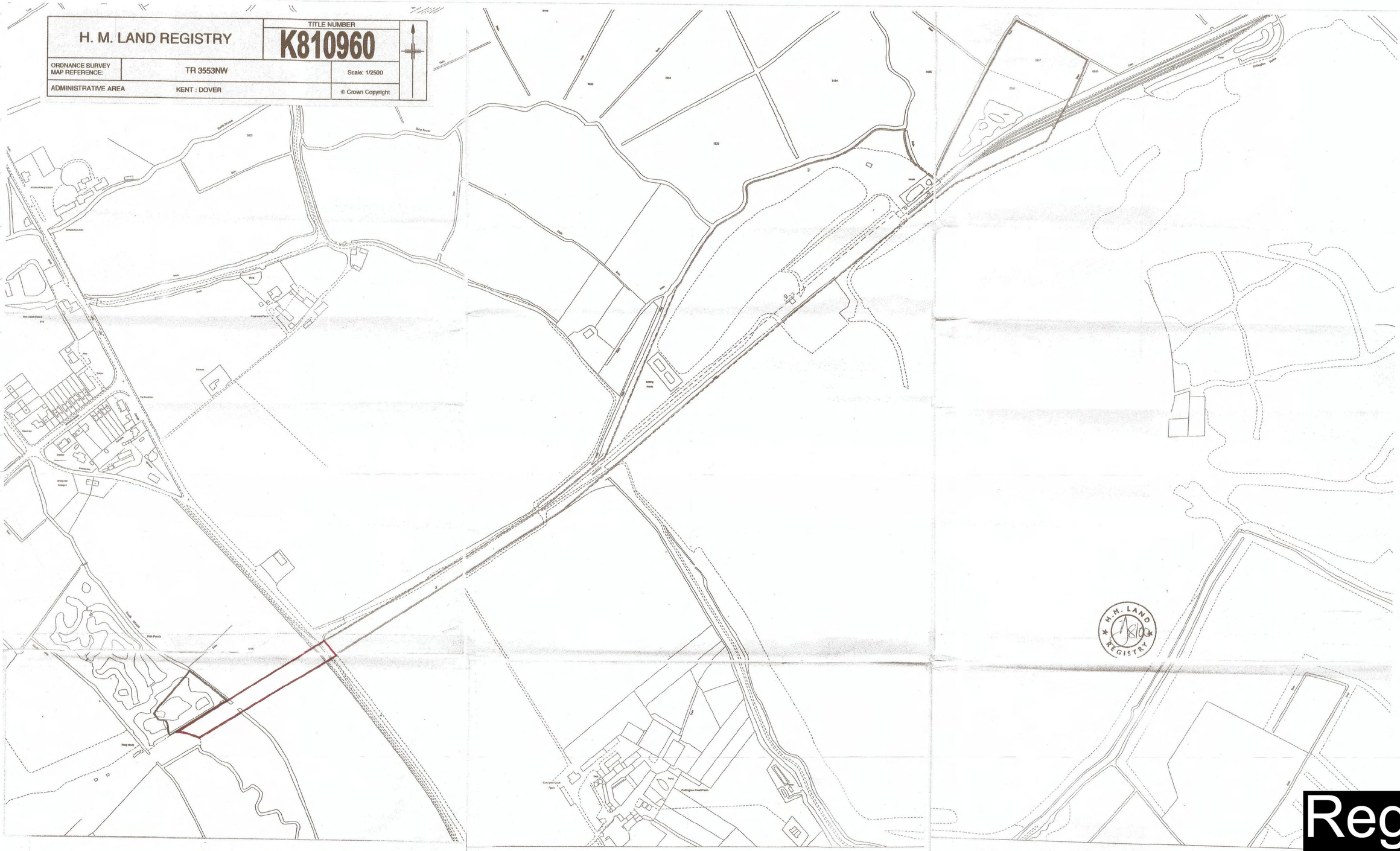
EXECUTED (but not delivered until the date hereof) **AS A DEED** by **BETTESHANGER SUSTAINABLE PARK LIMITED** acting by a Director and its Secretary or two Directors:-	) [redacted]
Executed as a deed by affixing the common seal of **HOMES AND COMMUNITIES AGENCY** in the presence of: Authorised Signatory	Common Seal

reg. 13

H. M. LAND REGISTRY

TITLE NUMBER **K810960**

ORDNANCE SURVEY MAP REFERENCE:	TR 3553NW	Scale: 1/2500
ADMINISTRATIVE AREA	KENT : DOVER	© Crown Copyright


Ring Road
Ring
Fulwinwood Farm
Reservoir
Fish Ponds
Pond
Pond Field
Cottington Court Farm
Cottington Court
Farm
Pond
Gate
Gates
Pond
Pond
Pond

Land Registry Official copy of title plan

Title number **K547078**
Ordnance Survey map reference **TR3353SE**
Scale **1:2500**
Administrative area **Kent : Dover**

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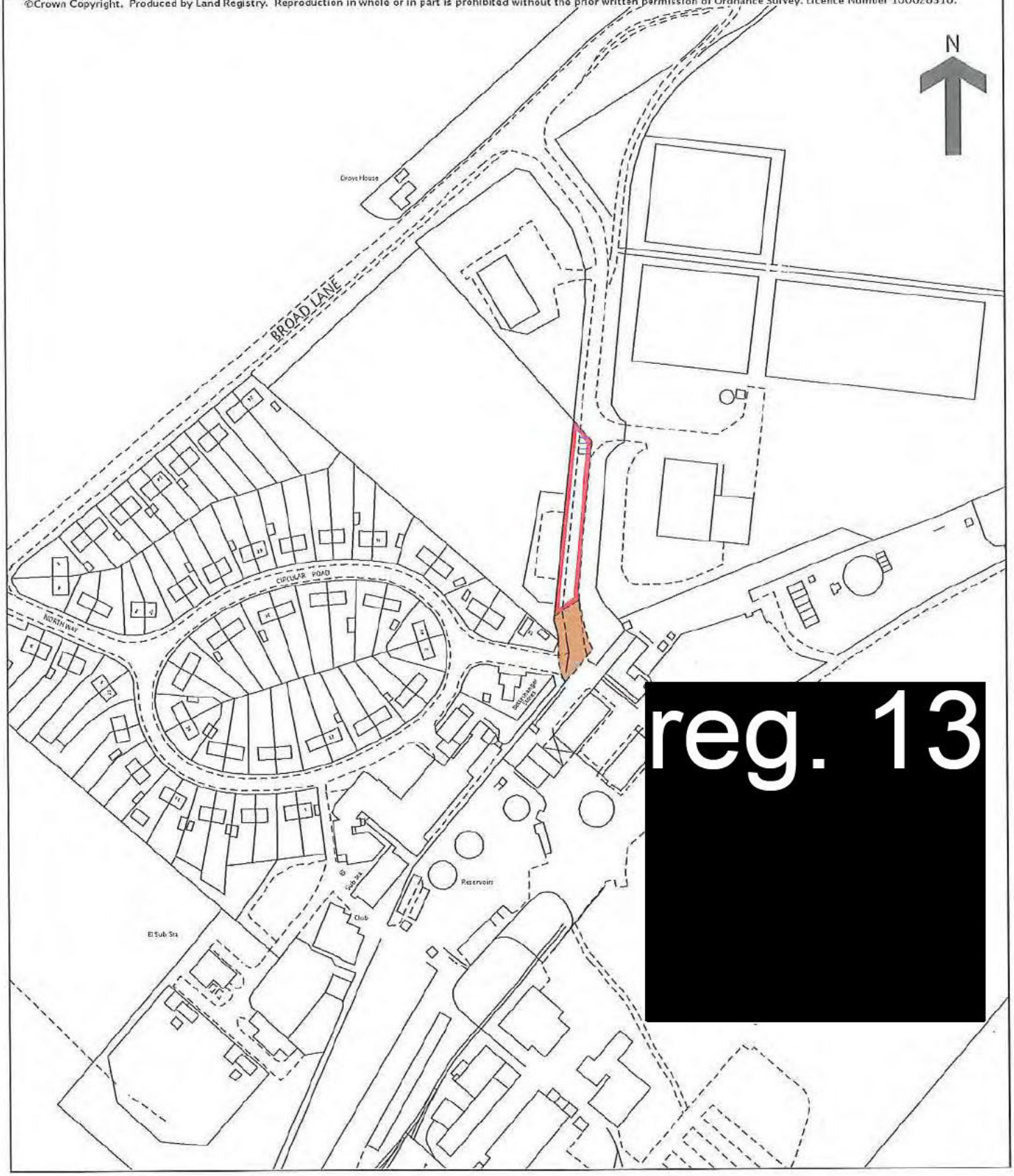

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H.M. LAND REGISTRY		TITLE NUMBER K772865	
ORDNANCE SURVEY PLAN REFERENCE	TR 3353	SECTION A	Scale 1/1250 Enlarged from 1/2500
COUNTY KENT	DISTRICT DOVER		©Crown Copyright

NORTHBOURNE PARISH

FILED PLAN H.M. LAND REGISTRY 5.97

[redacted] reg. 13

RFI5048 - Annex A

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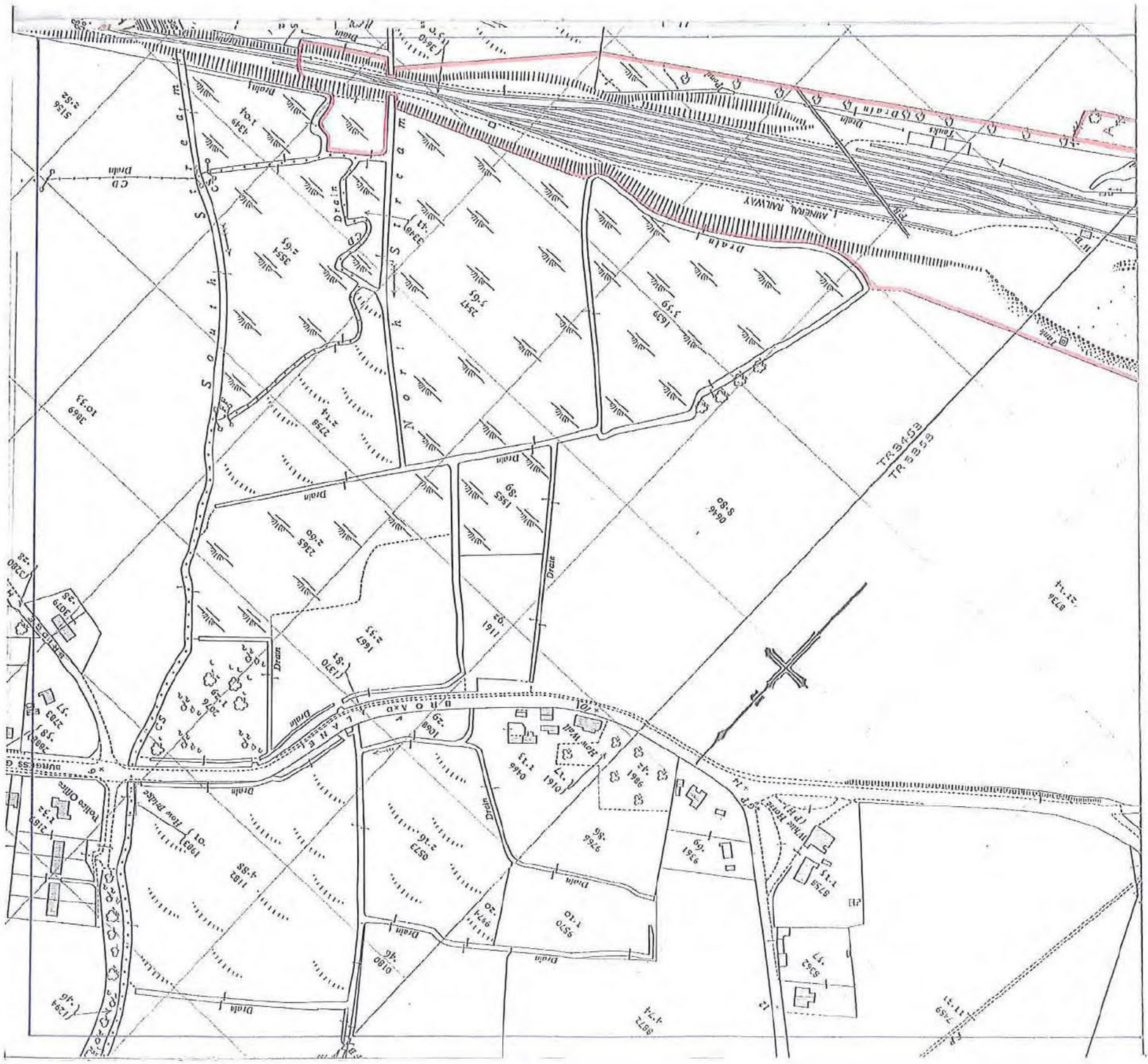
Drain
Track
Footpath
Pond
Tanks
Pylon
Sluice
Culvert
Bridge
Weir
Telephone
Post Box
Pillar Box
Mile Post
Gate
Fence
Hedge
Wall
Building
Ruins
Church
Chapel
Tower
Spire
Flagstaff
Wind Pump
Windmill
Water Tower
Pumping Station
Tank
Public House
Post Office
Police Station
Institute
Village Hall
Cattle Grid
Level Crossing
Boundary Stone
Milestone
Direction Post
Slope
Cutting
Embankment
Quarry
Sand Pit
Shingle Pit
Chalk Pit
Clay Pit
Gravel Pit
Coppice
Orchard
Scrub
Rough Grassland
Heath
Marsh
Reeds
Sand
Shingle
Mud
Foreshore
Sea Wall
Groyne
Pier
Jetty
Slipway
Boat Yard
Boat House
Lighthouse
Beacon
Coastguard Station
Lifeboat Station
Radio Station
Radio Mast
Aerial
Transformer
Electricity Pylon
Electricity Line
Underground Cable
Gas Main
Gas Governor
Oil Pipeline
Water Main
Sewer
Sewage Works
Refuse Tip
Recreation Ground
Sports Ground
Golf Course
Golf Club House
Golf Tee
Golf Bunker
Golf Green
Golf Hole
Golf Fairway
Golf Driving Range
Golf Practice Ground
Golf Practice Net
Golf Practice Tee
Golf Practice Green
Golf Practice Hole
Golf Practice Fairway
Golf Practice Bunker
Golf Practice

reg. 13

[redacted]

PLAN IN 2 PARTS
PART B

NOTE: AREAS ON THIS PLAN ARE EXPRESSED IN ACRES

FILED PLAN
H.M. LAND REGISTRY

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Land Registry Official copy of title plan

Title number **K804764**
Ordnance Survey map reference **TR3353SE**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Kent : Dover**

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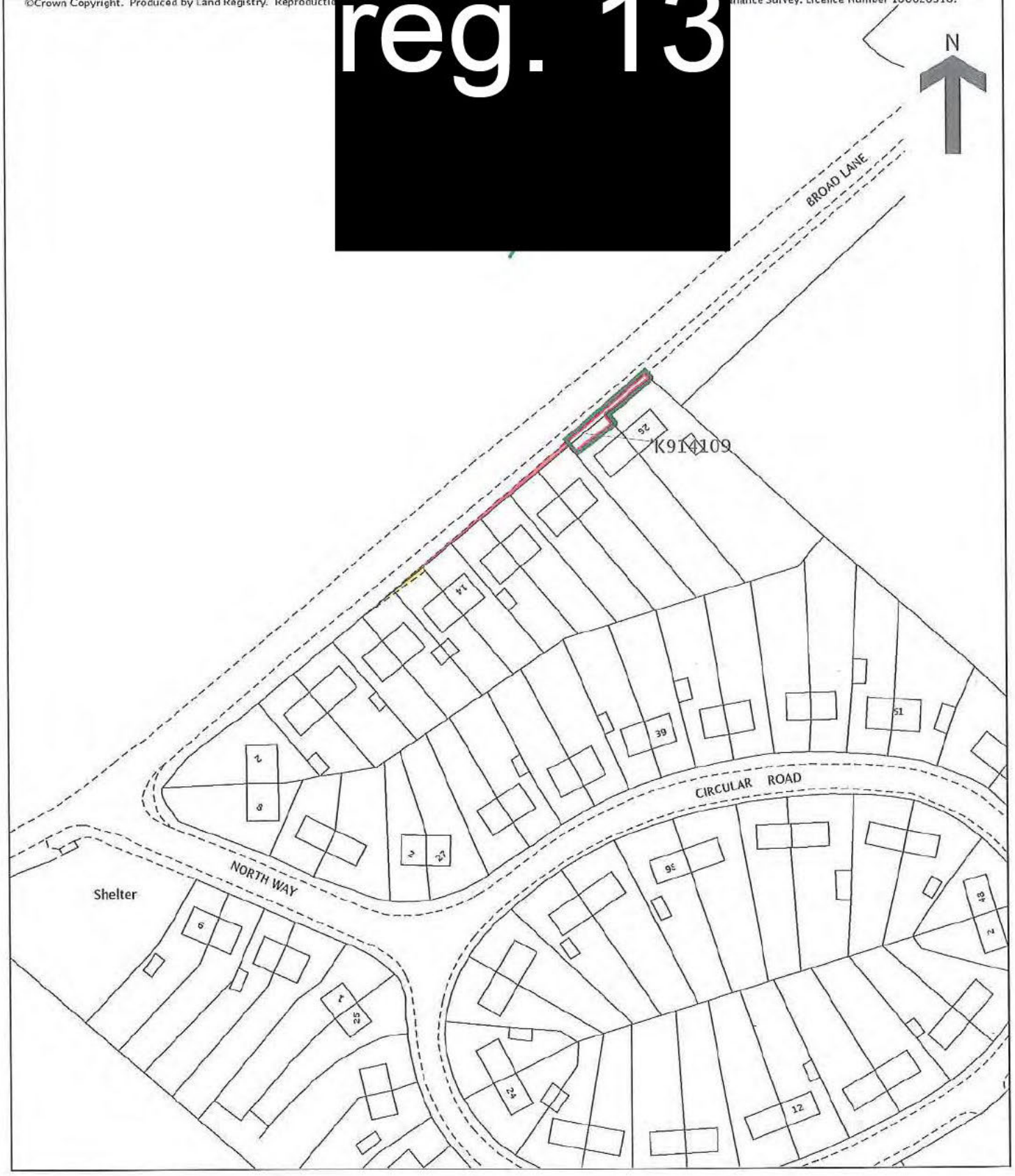

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Title number **K535387**
Ordnance Survey map reference **TR3353SE**
Scale **1:2500**
Administrative area **Kent : Dover**

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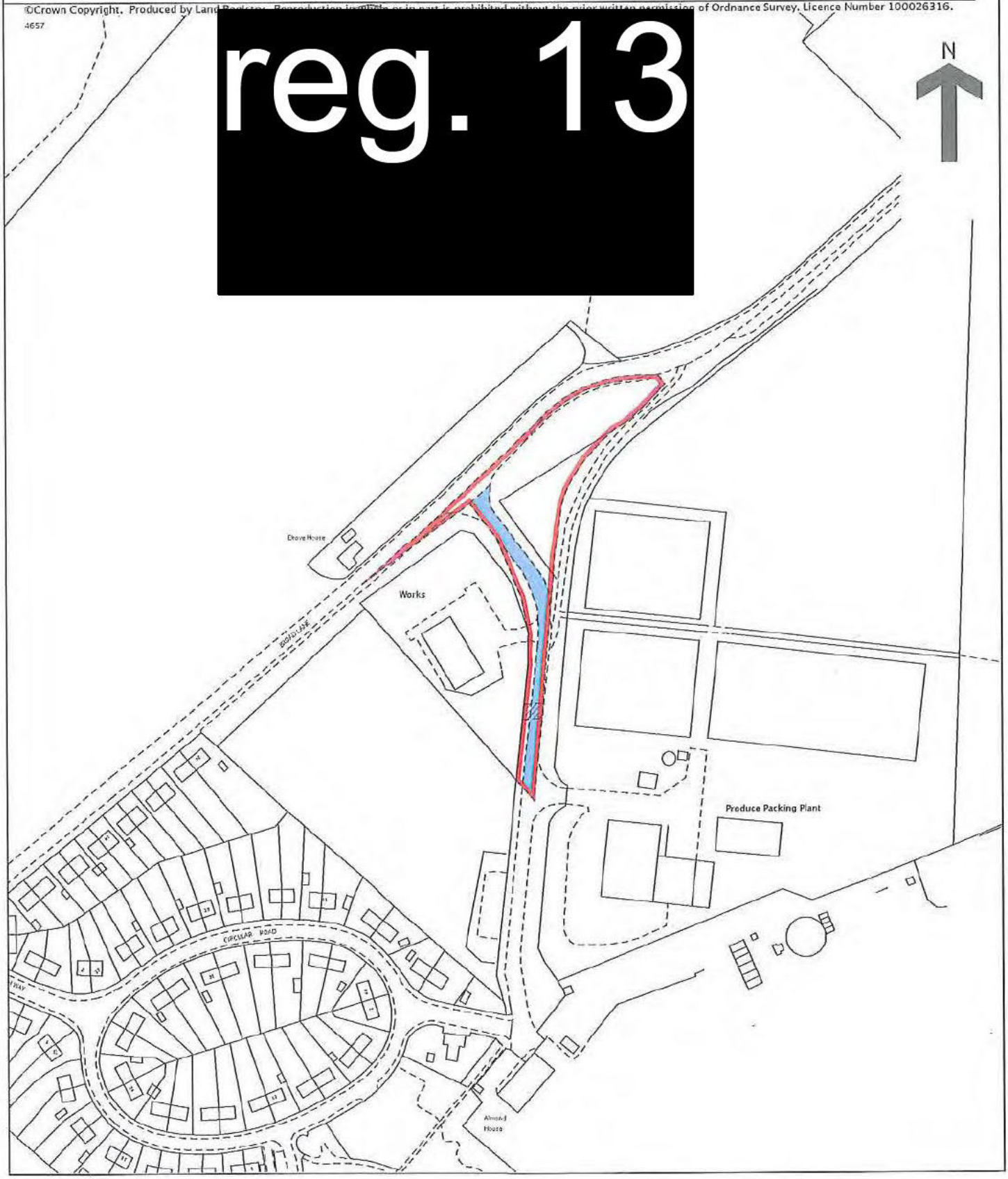

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DATED 24 July 2013

(1) HOMES AND COMMUNITIES AGENCY

(2) HADLOW COLLEGE

FUNDING AGREEMENT
in respect of

FOWLMEAD COUNTRY PARK

Pinsent Masons

CONTENTS

		Page
1	DEFINITIONS	1
2	THE AGENCY'S REPRESENTATIONS AND WARRANTIES	4
3	THE APPLICANT'S REPRESENTATIONS AND WARRANTIES	4
4	PAYMENT OF FUNDING	6
5	THE APPLICANT'S DELIVERY OBLIGATIONS	6
6	MARKETING MATERIAL	6
7	REPUTATION OF THE PARTIES	6
8	CONFIDENTIALITY AND FREEDOM OF INFORMATION	6
9	FURTHER ASSURANCE	8
10	GOOD FAITH	8
11	INDEMNITY	8
12	STATUS OF THE APPLICANT	8
13	ASSIGNMENT AND SUB-CONTRACTING	8
14	VALUE ADDED TAX	9
15	NO FETTERING OF DISCRETION/STATUTORY POWERS	9
16	NOTICES	9
17	RIGHTS OF THIRD PARTIES	9
18	ENTIRE AGREEMENT	9
19	COUNTERPARTS	10
20	SEVERANCE	10
21	NO WAIVER	10
22	DISCLAIMER	10
23	GOVERNING LAW	10
24	MISCELLANEOUS	10
APPENDIX 1 - FUNDING APPENDIX		12
Appendix 2 - PLAN 1		13
Appendix 3 - PLAN 2		14

THIS AGREEMENT is made on the 24th day of July 2013

BETWEEN:-

(1) **HOMES AND COMMUNITIES AGENCY** having its principal place of business at Central Business Exchange II, 414-428 Midsummer Boulevard, Central Milton Keynes MK9 2EA110 (the "**Agency**");

(2) **HADLOW COLLEGE** of Tonbridge Road, Hadlow, Kent TN11 0AL (the "**Applicant**");

together the "**Parties**".

BACKGROUND:-

(A) The Agency has the powers to make funding available under the Act.

(B) The Agency has obtained the consent of the Secretary of State for Communities and Local Government and has agreed to make funding available on the following terms and conditions and the Applicant accepts the funding on the following terms and conditions.

IT IS AGREED as follows:-

1. **DEFINITIONS**

1.1 In this Agreement (including in the Background) the following words and expressions have the following meanings:-

"Act"	means The Housing and Regeneration Act 2008
"Confidential Information"	means any and all information whether disclosed or made available by one Party to another (or obtained or received by a Party) whether before or after the date of this Agreement including but not limited to:- (a) know-how, confidential, commercial and financial information and all other information which should reasonably be treated as confidential (whether marked confidential or otherwise); and (b) information relating to a Party's business and affairs, its customers, employees and suppliers; in whatever form in each case (including but not limited to information given orally or in writing or in any document electronic file or machine readable form or other means of recording or representing information whatsoever) and including any information (in whatever form) derived from such information
"Funding"	means the sum of £5,000,000 (five million pounds) but excludes any interest or income earned or created by the investment of such sum
"Funding Appendix"	means the funding calculation and other information including the breakdown of costs relating to the Site attached to this Agreement at Appendix 1
"EIRs"	means the Environmental Information Regulations 2004 and any guidance and/or codes of practice relating to them
"EU Procurement Requirements"	means all applicable United Kingdom and European procurement legislation and any implementing measures and any other legislation in connection with the procurement of works, supplies

or services including European Union directives 2004/18/EC, 89/665/EEC and 2004/17/EC, United Kingdom Statutory Instruments 1991/268, 1995/201, 1993/3228 and 2006/6 insofar as the same are applicable

"FOIA" means the Freedom of Information Act 2000 and any subordinate legislation made under it and any guidance and/or codes of practice issued relating to it

"Material Adverse Effect" means any event or circumstances which could:-

(a) have a material adverse effect on the ability of the Applicant to perform and comply with its obligations under this Agreement; or

(b) have a material adverse effect on the assets or financial condition of the Applicant;

"Plan 1" means the plans attached to this Agreement at Appendix 2

"Plan 2" means the plan attached to this Agreement at Appendix 3

"Prohibited Act" means any one or more of the following:-

(a) offering, giving, agreeing to give or attempting to give to the Agency (or any employee, agent or other representative of the Agency) any gift or consideration of any kind as an inducement or reward:-

(i) for himself or the Agency (as applicable) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of a this Agreement; and/or

(ii) for himself or the Agency (as applicable) showing or not showing favour or disfavour to any person in relation to this Agreement;

(b) entering into this Agreement in connection with which commission (or equivalent) has been paid or has been agreed to be paid by the Applicant or on its behalf, or to its knowledge, unless before the relevant agreement is entered into particulars of any such commission (or equivalent) including but not limited to the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Agency and the Agency has approved the same in writing ; and/or

(c) committing any offence:-

(iii) under Statutory Requirements creating offences in respect of fraudulent acts including but not limited to the Prevention of Corruption Acts 1889-1916;

(iv) at common law in respect of fraudulent acts in relation to this Agreement; and/or

(v) defrauding or attempting to defraud or conspiring to defraud the Agency

"Project Documents"	means this Agreement and the Funding Appendix
"Regulatory Body"	means any UK or EU Government department or agency or any other regulatory body having jurisdiction whether regional, national or local and including, but not limited to, any body established under Section 81 of the Act, the Department for Communities and Local Government , the National Audit Office, UK central Government, the European Commission or any successor such department, agency or regulatory body which, whether under statute, rules, regulations, codes of practice or otherwise, is entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Agency
"Site"	means land at Fowlmead Country Park registered at the Land Registry under title numbers K816722 (part, excluding the land edged in red on Plan 2), K810960 (part), K799894, K522626, K830488, K494672, K860361, K281110 and K451882 (part) edged red on Plan 1
"Statutory Requirements"	means all or any of the following:-
	(c) Acts of Parliament and any statutory instruments rules orders regulations notices directions bye-laws and permissions for the time being made under or deriving validity from an Act of Parliament
	(d) European directives or regulations and rules having the force of law in the United Kingdom and
	(e) regulations orders bye-laws or codes of practice of any local or statutory authority having jurisdiction over any works carried out to the Site
"Transfer"	means the transfer of the Site and other land from the Agency to the Applicant which takes place simultaneously with completion of this Agreement

1.2 In this Agreement, save where the context requires otherwise, the following words, terms and expressions have the meanings given to them below:-

1.2.1 any reference to this **"Agreement"** includes any subsequent variations and any supplemental agreement made from time to time by agreement between the Parties;

1.2.2 any reference to the **"Agency"** and/or the **"Applicant"** includes reference to any successors and reference to the Agency shall include its statutory successors and such other government office which shall replace the Agency.

1.2.3 words importing any gender include any other gender;

1.2.4 words in the singular include the plural and words in the plural include the singular;

1.2.5 the term **"person"** includes any individual, partnership, firm, trust, body corporate, government, governmental body, authority, agency or unincorporated body of persons or association;

1.2.6 the words "including" and "in particular" will be construed so as not to limit the generality of any words or expressions in connection with which they are used;

1.2.7 headings and the contents table are inserted for convenience only and will have no legal effect;

1.2.8 references in this Agreement to any Clause without further designation will be construed as a reference to the Clause of this Agreement;

1.2.9 references to any statute or statutory provision in this Agreement will be deemed to refer to those provisions as replaced, amended, extended or re-enacted from time to time whether by instruments, orders, bye-laws, statute or by directive or regulation (which is, in the case of a directive or regulation, intended to have direct application within the United Kingdom and has been adopted by the Applicant of the European Communities) and all statutory instruments or orders made pursuant to it;

1.2.10 where consent or approval of any Party is required for any purpose under or in connection with this Agreement it will be given in writing and within a reasonable time following receipt of a written request for such consent or approval;

2. THE AGENCY'S REPRESENTATIONS AND WARRANTIES

2.1 All consents, required by the Agency in connection with the execution, delivery, issue, validity or enforceability of this Agreement have been obtained (save for those which are required to be obtained by the Applicant which the Applicant shall be responsible for obtaining) and have not been withdrawn and this Agreement and the obligations expressed as being assumed by the Agency under this Agreement constitutes valid legal and binding obligations of the Agency enforceable against the Agency.

2.2 The Applicant acknowledges that it is entering into this Agreement without placing reliance on representations made by the Agency or its agents or advisers, but this shall not apply to any representation or statement made or confirmed in written confirmations from the Agency and/or the Agency's solicitors to the Applicant and/or the Applicant's solicitors and the Agency has, acting in good faith, used reasonable endeavours to disclose all that it is aware of and believes, acting reasonably, to be material.

3. THE APPLICANT'S REPRESENTATIONS AND WARRANTIES

3.1 The Applicant represents and warrants to the Agency that:-

3.1.1 The Applicant is duly incorporated or (where appropriate) otherwise validly exists under the law of England and Wales and has the power to own its assets and to carry on the business and activities which it conducts or proposes to conduct (including but not limited to the business and activities envisaged under this Agreement).

3.1.2 The Applicant has the power to enter into and to exercise its rights and perform its obligations under the Project Documents, and the execution on behalf of the Applicant of this Agreement has been validly authorised and this Agreement and the objections expressed as being assumed by the Applicant under this Agreement constitutes valid legal and binding obligations of the Applicant enforceable against the Applicant.

3.1.3 All consents, required by the Applicant in connection with the execution, delivery, issue, validity or enforceability of this Agreement have been obtained (save for those which are required to be obtained by the Agency which the Agency shall be responsible for obtaining) and have not been withdrawn.

3.1.4 Neither the execution of by the Applicant nor the performance or observation of any of its obligations thereunder will:-

(a) conflict with or result in any breach of any Statutory Requirement or any deed, agreement or other instrument, obligation or duty (including any order or decree of any court or arbitrator) to which the Applicant is bound; or

(b) cause any limitation on any of the powers whatsoever of the Applicant or on the right or ability of the officers of the Applicant to exercise such powers to be exceeded or otherwise contravene or conflict with its pertaining constitutional documents.

3.1.5 The Applicant has not knowingly committed any Prohibited Act.

3.1.6 The Applicant is not knowingly subject to any other obligation (whether resulting from a breach by it of any other agreement or otherwise) compliance with which will or is likely to affect adversely its ability to perform its obligations under this Agreement.

3.1.7 The Applicant is not knowingly in default under any law or enactment or under any deed, agreement or other instrument or obligation to an extent that may affect adversely its ability to perform its obligations under this Agreement.

3.1.8 The Applicant has made diligent enquiries and to the best of its knowledge, information and belief no person having any charge, lien, encumbrance or other form of security over any assets of the Applicant but excluding its interest in the Site (as at the date that this warranty is first given or repeated (as applicable)) and the Applicant has not done or omitted to do anything which would or might reasonably be expected to cause any person to enforce or exercise its rights to enforce such security to the extent that this would affect the Applicant's ability to perform its obligations under this Agreement.

3.1.9 No litigation or administrative or arbitration proceeding before any court, tribunal, Government authority or arbitrator is presently taking place, pending or (to the knowledge, information and belief of the Applicant) threatened against, or against any of the assets of, the Applicant which might have a Material Adverse Effect.

3.1.10 The Applicant is not aware, after due enquiry, of anything which materially threatens the completion of this Agreement or the fulfilment of its obligations pursuant to this Agreement.

3.2 **Operational issues**

3.2.1 The Applicant shall (if such EU Procurement Requirements are applicable to it) procure that it complies with all applicable EU Procurement Requirements in connection with the procurement of any works, goods and/or or any services in which utilise any of the Funding provided by the Agency pursuant to this Agreement.

3.2.2 No other event or circumstance is continuing which would or could reasonably be expected to constitute a default by the Applicant under any other document or arrangement which is binding on it or on any of its assets in any case to an extent or in a manner which has or could reasonably be expected to have a Material Adverse Effect.

3.3 **Information**

3.3.1 All information and documents submitted by the Applicant to the Agency (to enable the Agency to calculate the Funding) are true and accurate to the best of the Applicant's knowledge and (other than those it has notified the Agency of in writing and the Agency has approved, such approval not to be unreasonably withheld or delayed) no material change has occurred since the date on which such information was supplied which renders the same untrue or misleading in any material respect and that there has been no material adverse change in the assets, operations or prospects of the Applicant since such information and documents were provided.

3.3.2 The Applicant has disclosed to the Agency such information which the Agency shall reasonably require to award the Funding to the Applicant and the Agency acknowledges that is has received all such information.

3.3.3 The Applicant will promptly provide to the Agency any information which the Agency or any Regulatory Body may reasonably request in writing in order to satisfy itself that it has complied with the provisions of this Clause 3.

4. PAYMENT OF FUNDING

4.1 The Parties have as at the date of this Agreement, agreed the Funding Appendix which has determined the amount of Funding to be paid by the Agency to the Applicant for managing and maintaining the Site.

4.2 In consideration of the Applicant's obligations relating to the Site as set out in this Agreement the Agency has paid the Funding to the Applicant (receipt of which is acknowledged).

4.3 The Funding has been granted to the Applicant to enable:-

4.3.1 the Applicant to use the same for the management and maintenance of the Site as set out in the Funding Appendix or uses consistent with those set out in the Funding Appendix; and

4.3.2 the Applicant to comply with its obligations under this Agreement.

5. THE APPLICANT'S DELIVERY OBLIGATIONS

5.1 Works Commencement and Completion

The Applicant will for a period of 30 years from the date of this Agreement, use reasonable endeavours to procure that the management and maintenance obligations for the Site are carried out in accordance with the principles set out in the Funding Appendix.

5.2 Outputs, Outcomes and Use

The Applicant will act in good faith to achieve the objectives set out in this Agreement and will provide reasonable evidence of this to the Agency if reasonably required by the Agency in writing.

6. MARKETING MATERIAL

The Applicant shall for a period of 10 years from the date of this Agreement ensure that any sign at the main entrance(s) to the Site and any significant marketing relating to large regional events undertaken by the Applicant relating to the Site (but not any generic marketing material such as flyers and local advertisements and events relating to the Applicant or its activities) includes an acknowledgement of the Agency's role in providing financial assistance (the Applicant will have satisfied its obligation if the signs(s) and marketing material contains the Agency's logo).

7. REPUTATION OF THE PARTIES

7.1 Neither Party will not knowingly do or omit to anything in relation to this Agreement or in the course of their other activities that may bring the standing of the other Party into disrepute or attract adverse publicity for the other Party.

7.2 Neither Party will knowingly publish any statement, orally or in writing, relating to the other Party which might damage that other Party's reputation or that of any of its officers or employees.

8. CONFIDENTIALITY AND FREEDOM OF INFORMATION

8.1 Confidentiality

8.1.1 Each Party recognises that under this Agreement it may receive Confidential Information belonging to the other.

8.1.2 Each Party agrees to treat all Confidential Information belonging to the other as confidential and not to disclose such Confidential Information to any third party without

the prior written consent of the other Party and agrees not to use such Confidential Information for any purpose other than that for which it is supplied under this Agreement.

8.1.3 The obligations of confidence referred to in Clause 8.1.2 will not apply to any Confidential Information which:-

(a) is in, or which comes into, the public domain otherwise than by reason of a breach of this Agreement or of any other duty of confidentiality relating to that information; or

(b) is obtained from a third party without that third party being under an obligation (express or implied) to keep the information confidential; or

(c) is lawfully in the possession of the other Party before the date of this Agreement and in respect of which that Party is not under an existing obligation of confidentiality; or

(d) is independently developed without access to the Confidential Information of the other Party.

8.1.4 Each Party will be permitted to disclose Confidential Information to the extent that it is required to do so:

(a) to enable the disclosing party to perform its obligations under this Agreement; or

(b) by any applicable Statutory Requirement or by a court, arbitral or administrative tribunal in the course of proceedings before it including without limitation any requirement for disclosure under FOIA, EIRs or the Code of Practice on Access to Government Information and the Applicant acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and the Agency may nevertheless be obliged to disclose such information; or

(c) by any Regulatory Body (including any investment exchange) acting in the course of proceedings before it or acting in the course of its duties; or

(d) in order to give proper instructions to any professional adviser of that Party who also has an obligation to keep any such Confidential Information confidential.

8.1.5 Each Party will ensure that all Confidential Information obtained from the other Party under or in connection with this Agreement:-

(a) is given only to such of its employees, professional advisors, sub-contractors or consultants engaged in connection with this Agreement as is strictly necessary for the performance obligations in this Agreement and only to the extent necessary for the performance of this Agreement;

(b) is treated as confidential and not disclosed (without the other Party's prior written approval) or used by any such staff or professional advisors, sub-contractors or consultants otherwise than for the purposes of this Agreement;

8.1.6 Nothing in this Clause 8.1 shall prevent either Party:-

(a) disclosing any Confidential Information for the purpose of:-

(i) the examination and certification of either Party's accounts; or

(ii) any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which either Party has used its resources; or

(b) disclosing any Confidential Information:-

(i) to any other department, office or agency of the Crown; or

(ii) to any person engaged in providing any services to either Party for any purpose relating to or ancillary to this Agreement or any person conducting an Office of Government Commerce gateway review;

9. FURTHER ASSURANCE

9.1 The parties intend that by virtue of the Transfer the Applicant will have all reasonable means of access and entry to the Site for the purposes envisaged under this Agreement. To the extent that insufficient rights are contained in the Transfer the Agency will, after the date of this Agreement, use reasonable endeavours and at its reasonable cost (and to the extent it is able to) enter into any documents reasonably required by the Applicant to give effect to the intention set out in this Clause including any deed giving rights over intervening land owned by the Agency.

9.2 The Agency agrees that it will, at its own cost, provide all reasonable assistance to the Applicant to enable the Applicant to reply to any requisitions raised by the Land Registry as a result of the Applicant's application to register the Transfer.

9.3 The Agency will within 10 days after completion of the Transfer supply any necessary rent authority letters

9.4 On the written request of the Applicant, the other Agency will promptly execute and deliver or procure the execution and delivery of any further documents or statutory declarations necessary to obtain for the Applicant the full benefit of this Agreement and the Transfer or any of the documents referred to in Clause 9.

10. GOOD FAITH

Both Parties will at all times act with the utmost good faith when dealing with the other Party and in relation to the matters referred to in this Agreement

11. INDEMNITY

The Applicant will as a result of the Transfer be liable for and will indemnify the Agency in full for any expense, liability, loss, claim or proceedings arising under statute, tort (including negligence), contract and/or at common law in respect of personal injury to or death of any person at the Site resulting from the neglect or default of the Applicant and/or the performance or non-performance or delay in performance by the Applicant of any of its obligations under this Agreement except to the extent that the same is due to any act or neglect of the Agency.

12. STATUS OF THE APPLICANT

12.1 In carrying out its obligations under this Agreement the Applicant agrees that it will be acting for its own account as principal and not as the agent or partner of Agency.

12.2 The Applicant will not say or do anything which may pledge the credit of or otherwise bind the Agency or that may lead any other person to believe that the Applicant is acting as or on behalf of the Agency.

13. ASSIGNMENT AND SUB-CONTRACTING

13.1 The Agency may novate the benefit and burden of its rights and obligations under this Agreement to a statutory successor body or where a Statutory Requirement dictates this and in such circumstances the Agency will give the Applicant notice of the anticipated statutory novation (as applicable) as soon as possible after the Agency has become aware of it and will also notify the Applicant within 5 Working Days of the completion of the statutory novation.

13.2 The Funding may not be used by any other party than the Applicant (save for an organisation contracted to do so to enable the Applicant to comply with its obligations under this Agreement) without the prior written consent of the Agency (such consent not to be unreasonably withheld or delayed).

13.3 The Applicant may contract with third parties to comply with its obligations under this Agreement.

13.4 Except as expressly permitted by clause 13.1, no Party will, without the prior written consent of the other Party, novate, assign or charge this Agreement or any part of it.

14. VALUE ADDED TAX

14.1 The Parties understand and agree that the Funding under this Agreement is not consideration for any supply for Value Added Tax ("**VAT**") purposes whether by the Applicant or otherwise.

14.2 If, notwithstanding the agreement and understanding of the Parties as set out in Clause 14.1 above, it is determined that the Funding is consideration for a supply for VAT purposes, the Funding shall be treated as inclusive of any VAT.

15. NO FETTERING OF DISCRETION/STATUTORY POWERS

Nothing contained in or carried out pursuant to this Agreement and no consents given by the Agency or the Applicant will unlawfully prejudice the Agency's or the Applicant's (as appropriate) rights, powers or duties and/or obligations in the exercise of its functions or under any statutes, byelaws, instruments, orders or regulations.

16. NOTICES

16.1 Any written notice required to be served under this Agreement will be served:-

16.1.1 on the Agency by personal delivery or by sending it by recorded postal delivery to Central Business Exchange II, 414-428 Midsummer Boulevard, Central Milton Keynes MK9 2EA and marked for the attention of the Head of Legal Services or to such other address as notified in writing by the Agency to the Applicant;

16.1.2 on the Applicant by personal delivery or by sending it by recorded postal delivery to the address specified in this Agreement marked for the attention of Mark Lumsdon- Taylor or such other addresses and persons as notified in writing by the Applicant to the Agency.

16.2 Any written notice sent by post will be deemed served and received on the second business day following the day of posting and where delivered personally will be deemed to have been served when delivered.

17. RIGHTS OF THIRD PARTIES

Nothing in this Agreement will confer any rights or obligations on any person who has not executed this Agreement nor will the consent of any person who has not so executed this Agreement be needed to make any modification, amendment, variation or release of its terms. The Parties agree for the purposes of the Contracts (Rights of Third Parties) Act 1999 that they do not intend any person other than a Party to be able to enforce any term of this Agreement.

18. ENTIRE AGREEMENT

This Agreement and the documents referred to in it constitute the entire agreement between the Parties and supersede and replace any previous agreement, understanding, or representation arrangement of any nature between the Parties relating to the subject matter of this Agreement provided always that this is subject to the provisions of clause 2.2

19. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each counterpart will when executed be an original of this Agreement and all counterparts together will constitute one instrument.

20. **SEVERANCE**

If at any time any of the provisions of this Agreement become illegal, invalid or unenforceable in any respect under any law or regulation of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement will be in any way affected or impaired as a result.

21. **NO WAIVER**

No failure or delay on the part of the Agency in exercising any right or power (or part of any right or power) and no course of dealing between the Parties will operate as a waiver of any right or power of the Agency. The rights and remedies of the Agency are cumulative and not exclusive of any rights or remedies which the Agency would otherwise have.

22. **DISCLAIMER**

Each Party will not be liable to the other Party for any advice given by a representative of the other Party.

23. **GOVERNING LAW**

This Agreement will be governed by and construed in accordance with the laws of England.

24. **MISCELLANEOUS**

24.1 This Agreement confers no permission, consent or approval other than for the purposes of the Act.

24.2 Any approval by the Agency or any person on behalf of the Agency pursuant to this Agreement of any matter submitted by the Applicant for approval will not be deemed to be an acceptance by the Agency of the correctness or suitability of the contents of the subject of the approval or consent.

24.3 The Agency will act reasonably and promptly in deciding whether to give any consent, agreement determination or approval or express its satisfaction and whether to give any such consent agreement determination or approval or express its satisfaction subject to restrictions, terms or conditions unless in each case to do so would fetter its statutory powers, rights or obligations.

24.4 The Parties will and will ensure that their respective officers and employees will act at all times in a way which is compatible with the Convention Rights within the meaning of the Human Rights Act 1998.

24.5 Except expressly stated otherwise the terms of this Agreement may only be amended by a Deed duly executed by the Parties.

IN WITNESS of which this document has been executed and on the date set out above, delivered as a Deed.

EXECUTED AS A DEED by affixing)
the common seal of)
HOMES AND COMMUNITIES)
AGENCY in the presence of:-)

Authorised Signatory

EXECUTED AS A DEED by affixing)
the common seal of)
HADLOW COLLEGE)
in the presence of:-)

reg. 13

APPENDIX 1

FUNDING APPENDIX

Betteshanger Fowlmead Dowry Funding Package

1. Introduction

HCA has prepared a funding model to the short and long term cost of managing and maintaining Fowlmead Country Park, Deal, Kent.

The funding required has been calculated using information supplied by RLB Associates, HCA and Fowlmead Ltd existing budgets in recent years.

2. Qualifications

The figures are based on areas and costs available at the current time. It is acknowledged that certain operations shown may change over time due to changes in requirements but there are some operations that HCA expect to be carried out on a permanent basis to ensure that Fowlmead will remain a publicly accessible park. These are described in section 4.1 'Permanent Operations'.

3. The Site

Fowlmead Country Park is located close to the coastal town of Deal, Kent.

It is a Country Park created on a former spoil tip as part of the National Coalfields Programme. It is currently managed by Fowlmead Ltd.

Fowlmead is popular with walkers and cyclists alike. It has the benefit of an 'olympic' standard cycle track which are two circular routes as shown on the plan in yellow. These routes form an integral part of the publicly accessible parts of Fowlmead together with any additional footpaths, play space, BMX track, visitor centre, car park, access road and bike hiring facilities.

The costings are based on the above activities, include landscape maintenance, all the necessary insurance and Health and Safety measures.

4. Components of the Funding Model

The funding model is based on detailed calculations for a number of key component costs. These comprise:

4.1 Permanent Operations

These are physical maintenance operations that will need to be undertaken on a regular and permanent basis, for example landscape maintenance, cycle track and footpath maintenance and Health and Safety Management. The attached plan indicates the tracks that HCA expects to be part of the Permanent Operations. The Plan also indicates the visitor car park and visitor centre as part of the Permanent Operations. It is appreciated that in due course the visitor centre will be replaced by a more permanent structure. However HCA expect a visitor centre to be a permanent feature of the

Country Park along with the cycle and walking tracks as well as the visitor car park.

4.2 Future Operations

HCA is fully aware of Hadlow's ambitions for the Country Park including a new visitor centre as outlined in the Hadlow Business Plan July 2012. Whilst HCA fully endorses these ambitions, the Dowry has been calculated on the basis of the current Country Park operations and provides an indication of the minimum level of service (as defined in the Permanent Operations) provided to the general public.

Should any of the future operations interfere with the Permanent Operations, HCA expects Hadlow (or its successors in title) to put forward proposals that ensure that Permanent Operations can continued with the same (or improved) level of service as currently being provided by Fowlmead Ltd. Hadlow's proposals will have receive HCA's consent (not be unreasonably withheld) before commencing any works that would materially change the current Permanent Operations.

4.3 Cost Components

Cost Components	Staff Ranger	Management	Insurance	Hard Surfacing	Soft Landscaping	Water bodies	Ditches Drainage	Walls, Fencing, gates & barries	Signage	Seating & Street furnitures	Litter /graffitl	Other	Total
(Sub)total costs (£'000s)	1710	1136	54	928	391	19	10	316	12	10	71	343	5000

The above costs are current annual costs capitalised over the dowry period between 10 and 100 years (depending on the cost items) at a discount rate of 3.5%.

5. Total Costs

The costs have been fed into a model that discounts the costs over time and calculates a total funding sum that, at our target rate of return and with allowance for expenditure of capital during the early years of the management, will enable to be to be managed on an annual basis and at the same will allow the sum to grow with inflation. The total sum for this calculation is £5,000,000 inclusive of non recoverable VAT.

Allert Riepma
Homes and Communities Agency

18 February 2013

RFI5048 - Annex A

Fowlmead Country Park

Betteshanger Colliery Site Boundary

Footpaths and Tracks

Car Park and Cycle Tracks

154500

154000

153500

153000

634500

635000

635500

636000

636500

Homes & Communities Agency

Spatial Intelligence

Tel: 0300 1234500
Email - spatialintelligence@hca.gsx.gov.uk
www.homesandcommunities.co.uk

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TITLE
Betteshanger Dowry Funding Package Plan.
Betteshanger.
Deal.
Dover.

N

DRG NO	DATE	SCALE	SIZE
APH1140	20:02:2013	1:5000	A2

PURPOSE OF ISSUE	REV.	DATE	INITIALS

APPENDIX 2

PLAN 1

Land Registry
Official copy of title plan

Title number **K816722**
Ordnance Survey map reference **TR3583NE**
Scale **1:2500**
Administrative area **Kent: Dover**

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This official copy issued on 18 January 2013 shows the state of this title plan on 18 January 2013 at 09:39:13. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.
This title is dealt with by Land Registry, Nottingham Office.

Reg 13

This official copy is issued, and shows the state of this title plan, on 23 February 2012 at 10:00:41. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 7 – Title Plans.
This title is dealt with by Land Registry, Nottingham Office.
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H.M. LAND REGISTRY

TITLE NUMBER: K810960

ORDNANCE SURVEY MAP REFERENCE: TR 3553NW

Scale: 1/2500

ADMINISTRATIVE AREA: KENT : DOVER

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H.M. LAND REGISTRY
2018

Reg 13

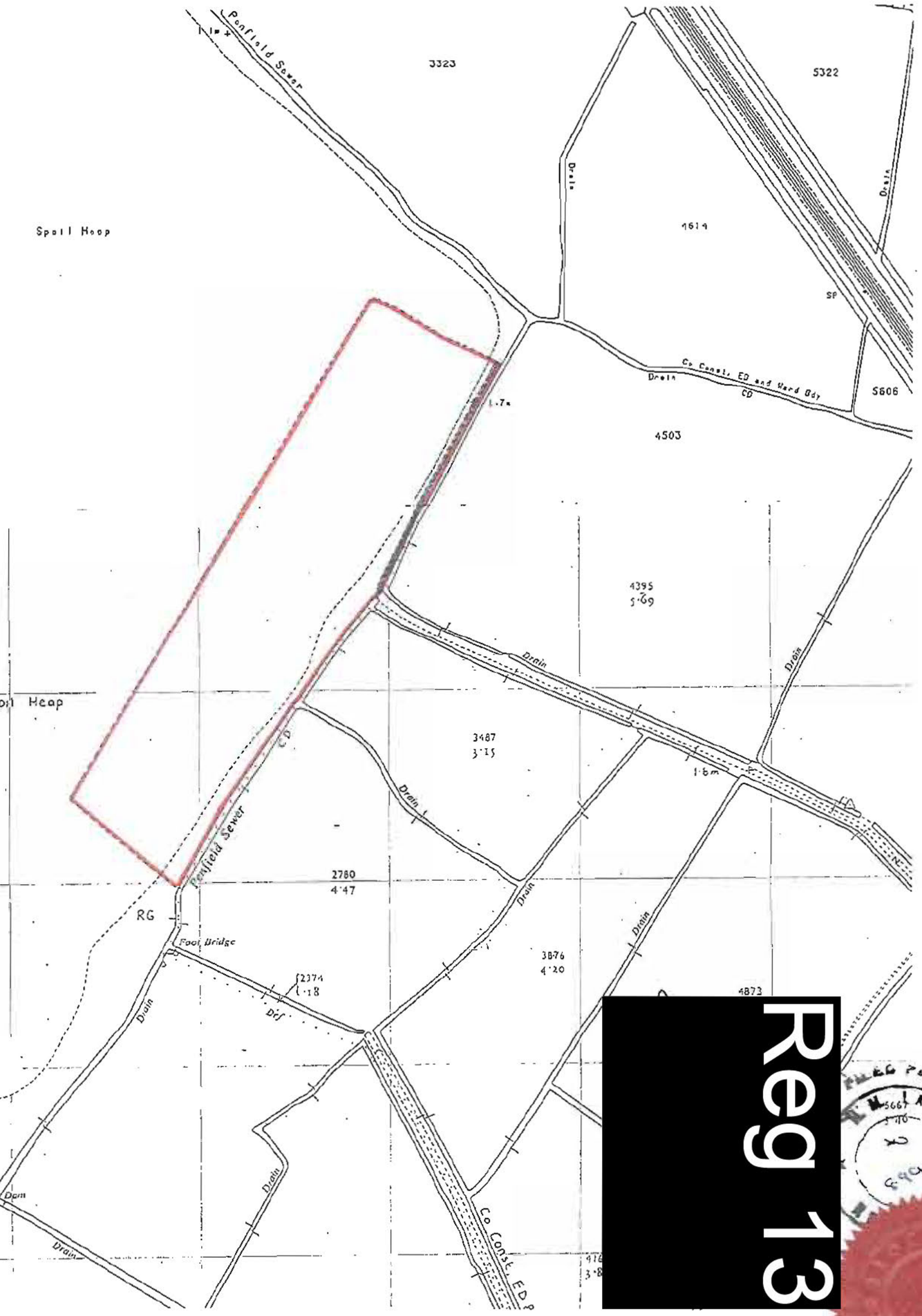
PLAN 2
RR5048 - Annex A

H. M. LAND REGISTRY

TITLE NUMBER

K799894

ORDNANCE SURVEY MAP REFERENCE:	TR 3653 TR 3654	Scale:1/2500
ADMINISTRATIVE AREA KENT: DOVER		© Crown Copyright



Reg 13

PLAN 1

RF15048 - Annex A

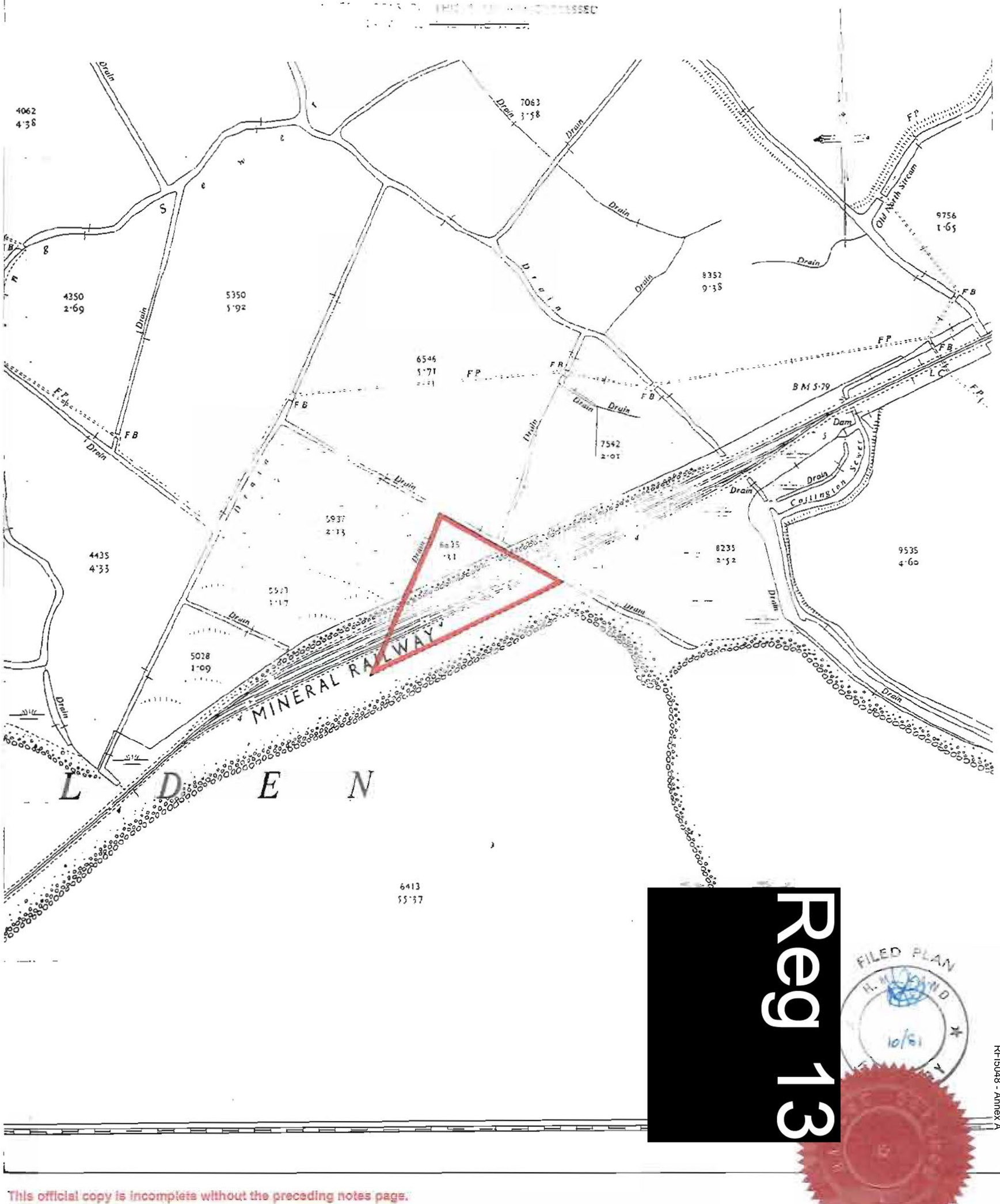
This official copy is incomplete without the preceding notes page.

H.M. LAND REGISTRY

TITLE NUMBER

K522626

ORDNANCE SURVEY PLAN REFERENCE	TR 3554	Scale 1/2500
COUNTY KENT	DISTRICT DOVER	© Crown copyright



Reg 13

FILED PLAN
H.M. LAND REGISTRY
10/61

PLAN 1

RFI5048 - Annex A

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PLAN 1

RFI5048 - Annex A

Land Registry Official copy of title plan

Title number **K830488**
Ordnance Survey map reference **TR3554SE**
Scale **1:2500**
Administrative area **Kent : Dover**

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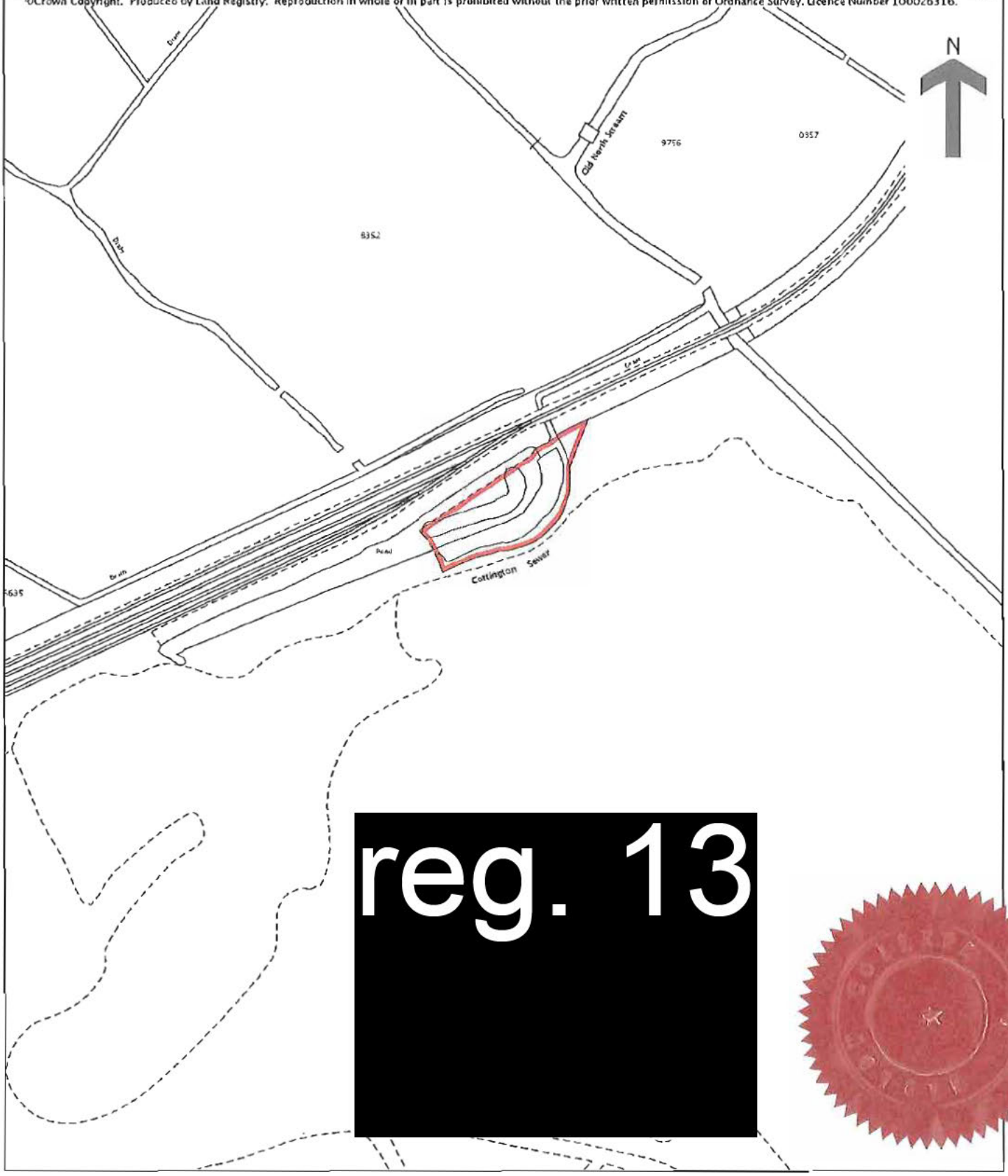

reg. 13

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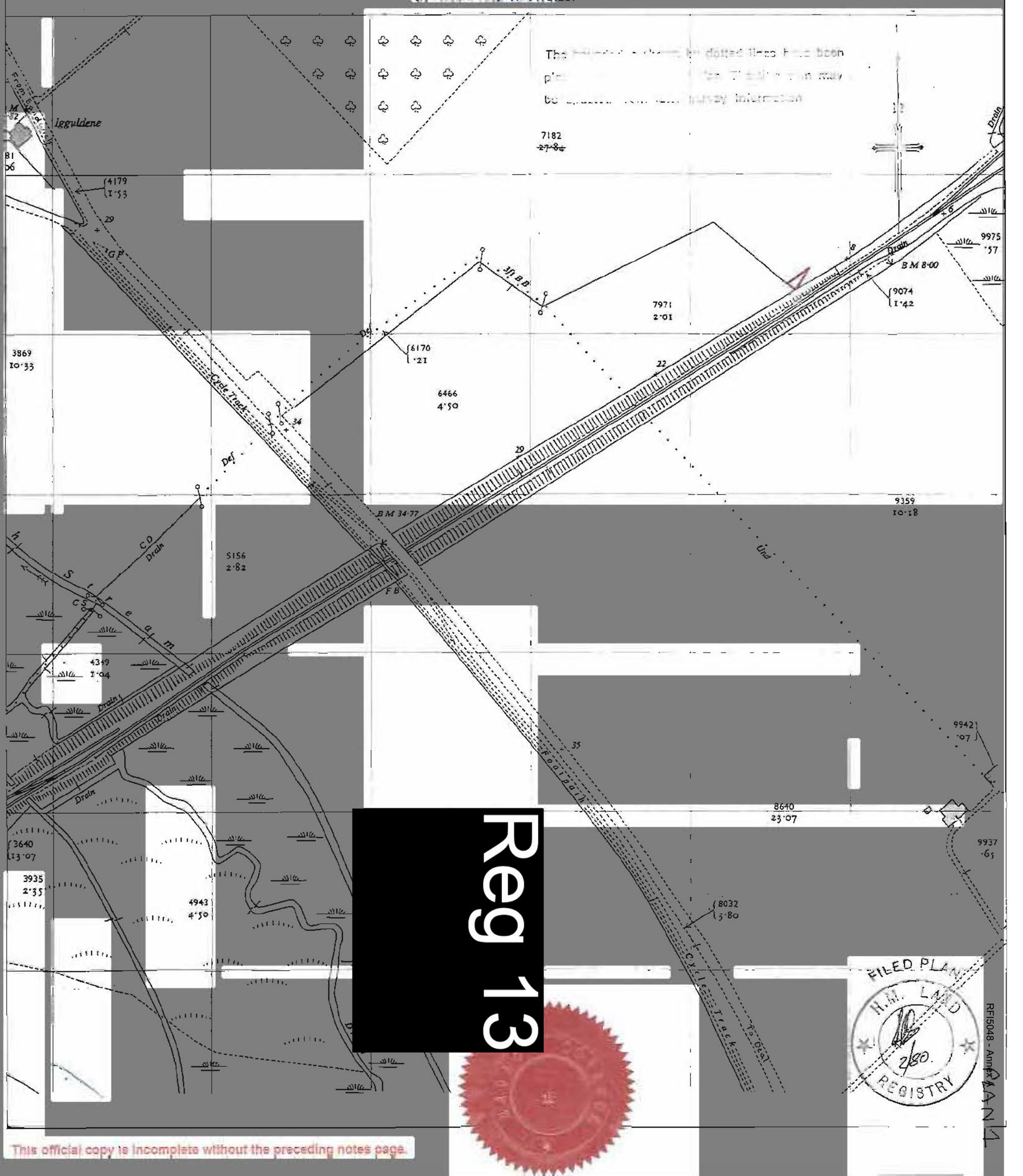
H.M. LAND REGISTRY

TITLE NUMBER
K494672

ORDNANCE SURVEY PLAN REFERENCE	TR 3453	Scale 1/2500
COUNTY KENT	DISTRICT DOVER	© Crown copyright

NOTE: AREAS ON THIS PLAN ARE EXPRESSED IN ACRES ~~AND HECTARES~~.

The [illegible] shown by dotted lines have been plotted [illegible] may be [illegible] survey information



Reg 13

FILED PLAN
H.M. LAND REGISTRY
2/80

RF15048 - Annex 4 ANN 4

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PLAN 1

RFI5048 - Annex A

Land Registry Official copy of title plan

Title number **K860361**
Ordnance Survey map reference **TR3453NE**
Scale **1:2500**
Administrative area **Kent : Dover**

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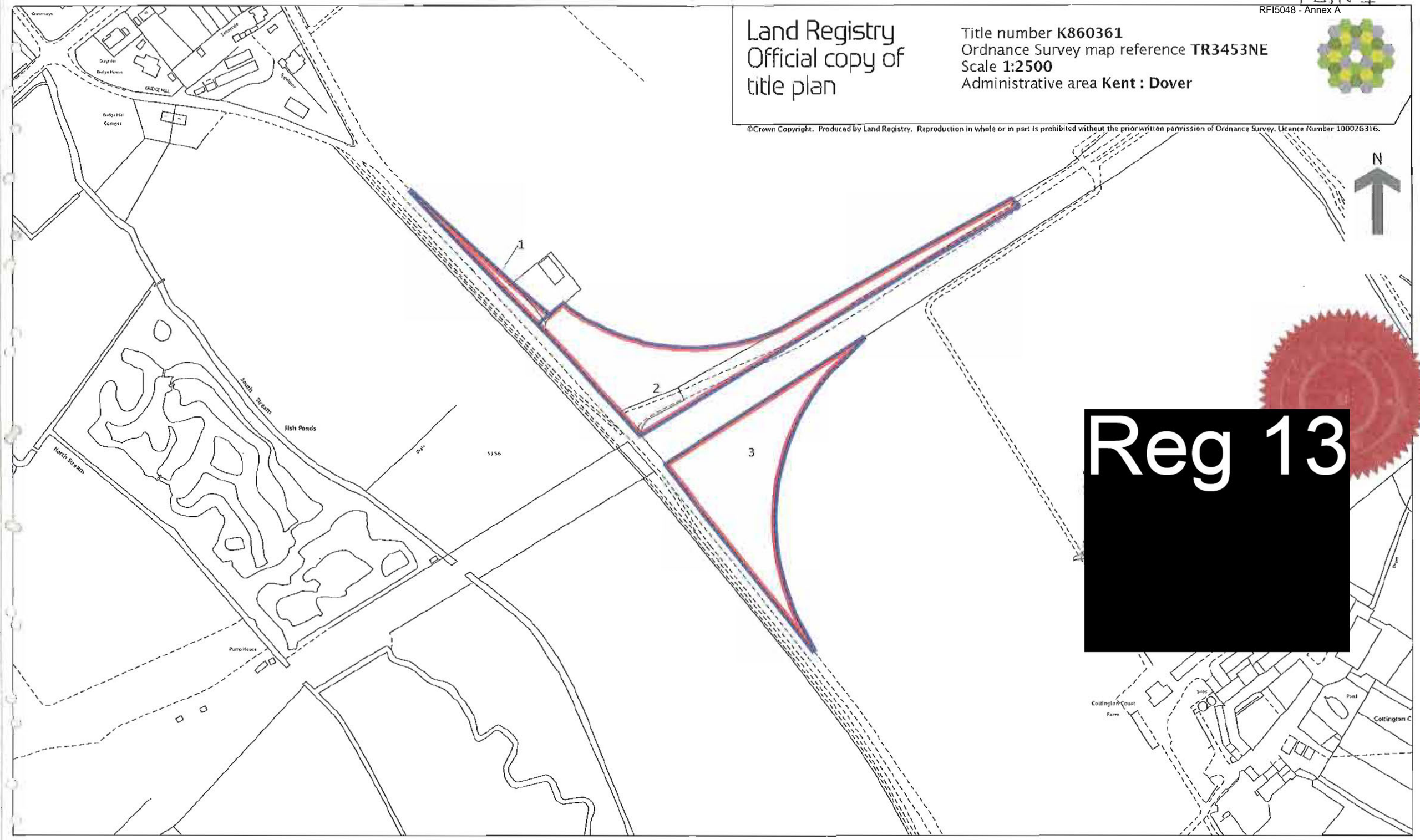

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PLAN 1

RFI5048 - Annex A

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Reg 13

M.B. 25

H.M. LAND REGISTRY

Filed Plan of Title No. K 281110

Scale 1/2500

County— KENT

O.S. Sheet TR 3554 & TR 3654

J. T. & S./S

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3/67
PLANS BRANCH

PLAN 1

RFI5048 - Annex A

Reg 13

TITLE NUMBER

K451882

H.M. LAND REGISTRY

ORDNANCE SURVEY PLAN REFERENCE | TR 3352 TR 3353 TR 3453 TR 3354 TR 3654

COUNTY KENT DISTRICT DOVER

Scale 1/2500

PLAN IN 2 PART A

PARTS

NOTE: AREAS ON THIS PLAN ARE EXPRESSED IN ACRES

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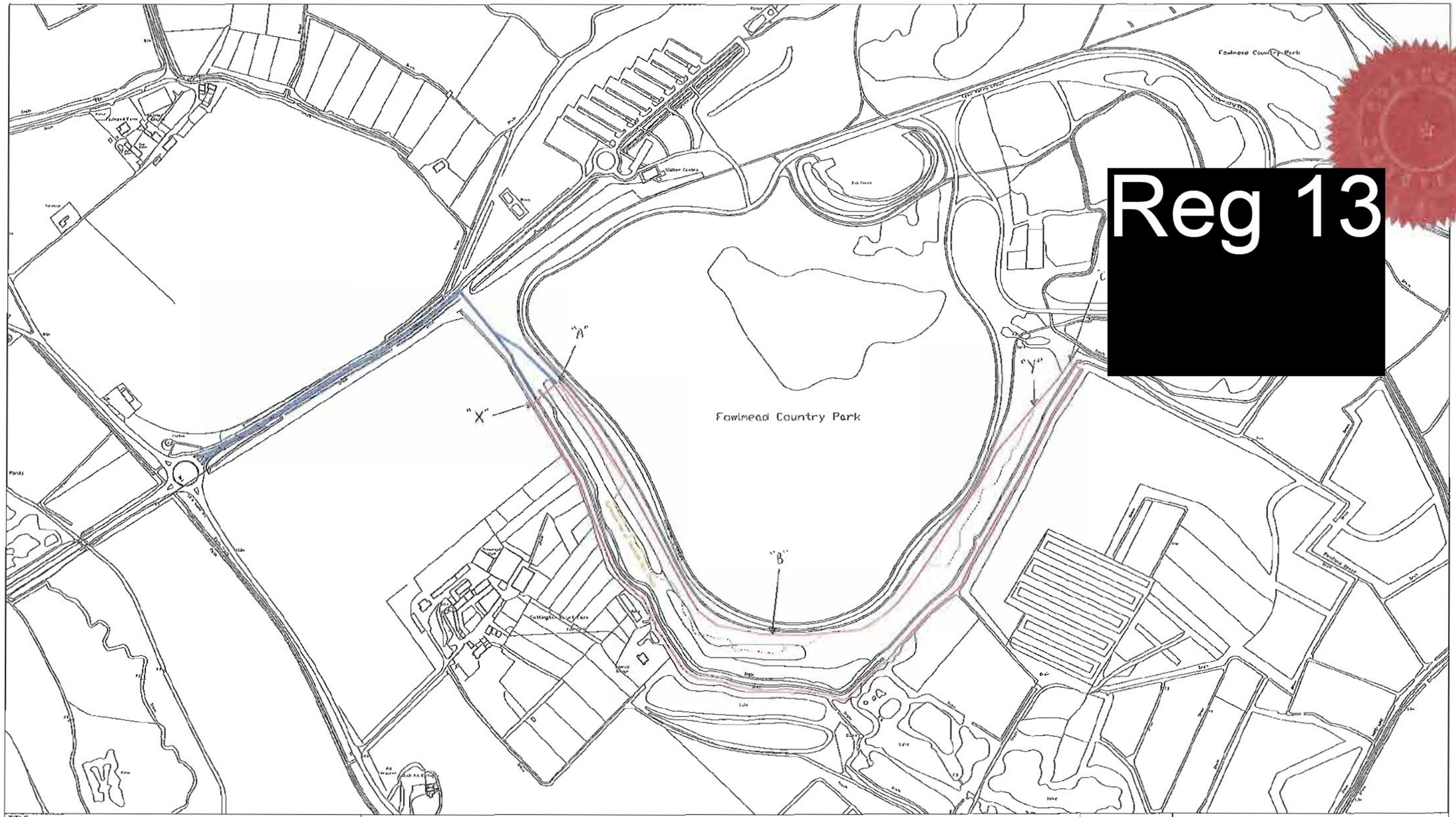
APPENDIX 3

PLAN 2

PLAN 2



Reg 13

TITLE

Proposed Land Transfer
Fowlmead Country Park
Kent

Proposed Land Transfer

Surveyed Mountain Bike Route

Proposed Right of Way

N

Homes & Communities Agency

Tel: 03001234500
E-mail - spatialintelligence@hca.gsx.gov.uk
homesandcommunities.com

DRG NO	DATE	SCALE	SIZE
RPC92_C	22/03/2013	1:5000	A3

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Homes and Communities Agency GD 100024393

Land Registry
Transfer of portfolio of titles (whole or part)

TR5

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form. This form should only be used where the same transferor transfers **all the titles** to the same transferee.

Enter 'U' in column 1 if the land is unregistered.

In column 2 enter 'W' for a transfer of whole of a registered title, or 'P' for a transfer of part of a registered title. Leave blank if the land is unregistered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue' in column 3. For transfers of part you must either attach a plan and state the reference used to identify the land transferred, for example 'edged red' or refer to an existing reference on the transferor's title plan. Any attached plan must be signed by the transferor.

In column 4 include information that cannot conveniently be included in another panel, such as whether the title is freehold or leasehold, apportioned consideration, differing title guarantees.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

1 Title number of the property	(W) or (P)	Property	Other information
K810960	W	Land at Betteshanger Colliery, Hacklinge, Deal	
K522626	W	A piece of Railway Land at Sholden, Deal	
K799894	W	Northwall, Sholden, Deal	
K547078	W	Land lying to the south east of Broad Lane, Betteshanger, Deal	
K804764	W	Land on the south east side of Broad Lane, Betteshanger, Deal	
K772865	W	Land and buildings on the south east side of Circular Road, Betteshanger, Deal	
K830488	W	Land at Betteshanger Colliery, Betteshanger, Deal	
K451882	W	Almond House, Broad Lane, Betteshanger, Deal CT14 0LX	
K816722	W	Visitor Centre, Sandwich Road, Sholden, Deal CT14 0BF	
K494672	W	Land lying to the north east of Sandwich Road, Sholden, Deal	
K281110	W	Land lying to the south east of Mineral Railway and to the south west of Penfield Sewer, Lydden Valley, Sholden, Deal	
K860361	W	Land lying to the north west of Cottingham Court Farm, Sandwich Road, Sholden, Deal	
K535387	W	Land on the south east side of Broad Lane, Betteshanger, Deal	

2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:

3 Date: 24th July 2013

Give full name(s).

4 Transferor:

HOMES AND COMMUNITIES AGENCY

Complete as appropriate where the transferor is a company.

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:

For overseas companies
(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

Give full name(s).

5 Transferee for entry in the register:

HADLOW COLLEGE

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:

For overseas companies
(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

6 Transferee's intended address(es) for service for entry in the register:

Hadlow, Tonbridge, Kent, TN11 0AL

7 The transferor transfers the property in panel 1 to the transferee together with (but only in so far as it is able to do so) the benefit of;

(a) the right of way referred to in entry number 4 of the Property Register of title number K547078

(b) the right title and interest (if any) of the Transferor in the ditch referred to in clause 1 of the Conveyance dated 11 January 1967 and made between the Right Honourable Walter Ernest Christopher Baron Northbourne (1) National Coal Board (2) (the "**1967 Conveyance**")

(c) the moiety of soil of the Penfield Sewer thirdly described in Clause 1 of the 1967 Conveyance

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in panel 11.

8 Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures):

One Pound (£1)

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

9 The transferor transfers with

☐ full title guarantee

☒ limited title guarantee

The covenants set out in section 2 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to including a covenant on the part of the Transferor to obtain or procure the original an examined copy or an unexamined copy of the following documents:-

Date	Document	Parties
15 December 1924 (varied by Deed dated 30 November 1932)	Mining Lease	
24 May 1978	Conveyance	(1) The Right Honourable Walter Earnest Christopher Baron Northbourne (2) Redesdale Investments Limited
30 September 1920	Lease	(1) The Right Honourable Walter Henry Lord Northbourne and The Honourable Walter John James and (2) Dorman Long and Company Limited
11 November 1922	Deed	(1) The Right Honourable Walter Henry Lord Northbourne and The Honourable Walter John James and (2) Dorman Long and Company Limited
29 December 1978	Conveyance	(1) Snowden and Betteshanger Tenants Limited and (2) The National Coal Board
8 August 1988	Transfer	(1) British Coal Corporation (Corporation) and (2) Orbit Spa Housing Association
8 December 1976	Conveyance	(1) The Honourable Christopher George Walter James and (2) Redesdale Investment Company Limited
9 March 1959	Conveyance	(1) The Board of Governors of the Bethelem Royal Hospital and the Maudsley Hospital and (2) The National Coal Board

Date	Document	Parties
31 May 2000	Agreement	(1) The Coal Authority and (2) The Urban Regeneration Agency
31 December 1957	Lease	(1) The Right Honourable Walter Earnest Christopher Baron Northbourne and (2) Betteshanger Farms Limited
10 November 1922	Lease	(1) The Right Honourable Walter Henry Lord Northbourne and The Honourable Walter John James and (2) Dorman Long and Company Limited
23 May 1913	Conveyance	(1) William Samuel Perry Kelley Patterson (2) F.C. Hogben Esq
11 March 1974	Deed	(1) The Official Custodian for Charities (2) Barry Carlisle Thomas Wishart Graham Samuel Robinson Arnold Moyle Thomas Laverick Carr and Albert Stanley Titball (3) National Coal Board

The covenants implied by section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 (the "**Act**") are varied by the deletion of the words "at his own cost" and the substitution of the words "at the cost of the Transferee".

In addition to not being liable for the matters and things referred to in section 6(1) or (2) of the Act, the Transferor shall not be liable under the covenants implied by virtue of section 2(1)(a) or section 3 of the Act in respect of matters which are matters of public record or in respect of instruments or matters of which the Transferee is deemed to have actual notice by section 198 of the Law of Property Act 1925, to which this Transfer is made subject.

Where the transferee is more than one person, place 'X' in the appropriate box.

10 Declaration of trust. The transferee is more than one person and

☐ they are to hold the Property on trust for themselves as joint tenants

☐ they are to hold the Property on trust for themselves as tenants in common in equal shares

Complete as necessary.

☐ they are to hold the Property on trust:

Use this panel for:
- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed

11 Additional provisions

11.1 **DEFINITIONS**

In this Transfer:-

"Business Park"	mean the part of the Property comprising title numbers K810960 (part), K547078, K772865, K451882 (part), K804764 and K535387 as shown edged in red on Plan 1
"Business Park	means for :- (i) purposes specified in Class B1 or B2 or B8 of

provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

Permitted Use"	the Schedule to the 1987 Order of the Town and Country Planning (Use Classes) Order 1987 (as at the date of this Transfer); or any combination of the same and/or (ii) a residential or non-residential college and training centre in accordance with Class C2 or D1 (as appropriate) of the Schedule to the 1987 Order of the Town and Country Planning (Use Classes) Order 1987 (as at the date of this Transfer); and (iii) all uses ancillary thereto to (i) and (ii) above
"Controlling Interest"	means:- (a) own(s) at least fifty-one per cent (51%) of the voting rights attached to the issued share capital of Betteshanger Sustainable Park Limited (Company No: 07687231); or (b) has/have the ability to direct the casting of at least fifty-one per cent (51%) of the votes exercisable at general meetings of Betteshanger Sustainable Park Limited (Company No: 07687231) on all (or substantially all) matters
"Country Park"	means the part of the Property comprising title numbers K816722, K810960 (part), K799894, K522626, K830488, K494672, K860361, K281110 and K451882 (part) as shown edged in red on Plan 2
"Country Park Permitted Use"	means for use as a community and country park including but not limited to:- • a visitor centre • eco-lodges • research and development facilities but only in so far as such use is consistent with the principles set out in the Funding Appendix and consistent with the principle that the Country Park should be used for enjoyment by the general public (including, but not limited to, use as a designated nature reserve) **PROVIDED ALWAYS** that the Transferee shall have the right to temporarily prohibit public access to certain areas of the property where such prohibition is required for health and safety reasons or to facilitate the use of those areas for research or such other reasonable purposes that are consistent with the overall use of the property as a country park.
"Disposal"	means a transfer, disposal or grant of any legal estate or interest in or over the Property or part thereof (other than a Permitted Disposal)

"Environment"	means all or any of the following media, namely air, water (including without limitation water in drains and sewers) or land (including without limitation such media within buildings or other natural or man made structures, above, on or below ground) and any living organisms or ecosystems supported by such media
"Funding Agreement"	means the funding agreement of even date entered into between (1) the Transferor and (2) the Transferee
"Funding Appendix"	means as defined in the Funding Agreement
"Hadlow Disposal"	means the transfer or disposal of the freehold interest of the whole or any part of a Business Park to Betteshanger Sustainable Park Limited (Company No: 07687231)
"Hazardous Substances"	means any substances whether in solid, liquid or gaseous form, which are capable of causing harm to human health or to the Environment whether alone or in combination with any other substances
"Incumbrances"	means the covenants and stipulations contained, mentioned or referred to in the documents referred to in Schedule 1
"Leases"	means the documents specified in Schedule 2
"Miners Statue Lease"	means the undated lease between (1) South East England Development Agency and (2) Gary Cox and Peter Holden
"Outlet"	means as defined at clause 12.12.1 of the Transfer dated 31 May 2000 between (1) The Coal Authority and (2) South East England Development Agency (the **"May 2000 Transfer"**)
"Permitted Disposal"	means:- (a) freehold or leasehold disposal of part of the Property to a statutory undertaker for the provision of utilities, infrastructure or highway; or (b) the grant of an easement of part of the Property to a statutory undertaker for the provision of utilities, infrastructure or highway; or (c) grant of lease or licence (that does not grant security of tenure to the tenant) of the Country Park to enable the Transferee to receive income from the Country Park (for the purposes of maintaining and managing the Country Park) (d) grant of a lease or licence for less than a term of 7 years of the Business Park where no security of tenure is given to the tenant or occupier
"Plan 1"	means the plans attached to this Transfer and marked

	"Plan 1"
"Plan 2"	means the plans attached to this Transfer and marked "Plan 2"
"Plan 3"	means the plan attached to this Transfer and marked "Plan 3"
"Transferee's Successors"	means the successors in title of the Transferee to the Property and the owners and occupiers for the time being of the Property and each and every part of it
"Working Day"	means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday in England and Wales
"VAT"	means Value Added Tax or any equivalent tax or duty which may be imposed in substitution therefor or in addition thereto at the rate applicable from time to time

11.2 In interpreting this Transfer:-

11.2.1 words importing the singular number include the plural number and vice versa, words importing one gender include all genders and references to a "person" are deemed to include any individual, firm, partnership, unincorporated association, incorporated association, corporation or company (wherever incorporated or situate) or other entity (in each case, whether or not having separate legal personality) including any governmental authority;

11.2.2 references to Clauses, sub-clauses, Schedules and paragraphs unless otherwise specified mean the Clauses and sub-clauses of or the Schedules and paragraphs to this Transfer and headings to them are to be disregarded in interpreting this Transfer;

11.2.3 the Schedules form part of this Transfer and are to be interpreted or construed as though they were set out in it;

11.2.4 if any party to this Transfer at any time comprises more than one person, any reference to the such party is deemed to refer to each such person and any obligation or liability on the part of such person takes effect as a joint and several obligation;

11.2.5 the words "include" and "including" are to be construed without limitation and in construing this Transfer the ejusdem generis principle does not apply and general words are not to be given a restrictive meaning because they are followed by particular examples intended to be embraced by the general words;

11.2.6 the words "herein", "hereto" and "hereunder" refer to this Transfer as a whole and not to the particular Clause, Schedule, or paragraph in which such word may be used;

11.2.7 all references to agreements, documents or other instruments include (subject to all relevant approvals) references to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned;

11.2.8 any covenant by the Transferor or the Transferee not to do an act

or thing is deemed to include an obligation not to permit or suffer such act or thing to be done;

11.2.9 any reference to the Transferor includes reference to any statutory successors.

11.3 **OUTLETS**

The Transferor hereby conveys all its estate and interest (if any) in the Outlet to the Transferee to hold unto the Transferee absolutely **SUBJECT TO** all matters subject to which the Outlet vested in Transferor and in particular (but without prejudice to the generality of the foregoing) subject to any powers rights or easements exercisable over or in relation to the Outlet by the owner of any mines and minerals adjacent to the Outlet.

11.4 **EXISTING ENTRIES**

11.4.1 The Property is transferred subject to and (where appropriate and applicable) with the benefit of the:-

(a) entries contained or referred to in the registers of title numbers K810960, K522626, K799894, K547078, K804764, K772865, K830488, K451882, K816722, K494672, K281110, K860361, K535387 as evidenced by the official copies referred to in Schedule 7; and

(b) Incumbrances

insofar as they are subsisting, relate to the Property and are enforceable.

11.4.2 Insofar as it is able the Transferor assigns to the Transferee the benefit (if any) of the overage covenants in favour of the Transferor contained or referred to in paragraph 2.2 and other relevant provisions of Schedule 4 to the transfer dated 31 July 2003 and made between Ian Geoffrey Steed (1) South East England Development Agency (2) (the "**Steed Transfer**") **TO HOLD** unto the Transferee absolutely.

11.5 **LEASES AND CONTRACTUAL MATTERS**

11.5.1 The Property is transferred subject to but with the benefit of the Leases.

11.5.2 The Property is transferred subject to but with the benefit of the occupational rights arising from the Miners Statue Lease.

11.5.3 The parties shall comply with their obligations pursuant to the provisions in Schedule 6.

11.6 **USER**

11.6.1 The Transferee covenants on behalf of itself and the Transferee's Successors with the Transferor for a period of thirty (30) years from the date of this Transfer not to use the Business Park for any purpose other than the Business Park Permitted Use **PROVIDED THAT** the Transferee (which for the avoidance of doubt means Hadlow College only) shall not be liable in respect of this covenant if it has transferred or disposed of its legal freehold interest in:-

(a) all of the Business Park; or

(b) the part of the Business Park in respect of which any breach occurs

pursuant to a Hadlow Disposal. For the avoidance of doubt this proviso shall not in anyway affect or limit the Transferee's liability in respect of the covenants contained in this clause 11.6.1 in so far as they relate to any such part of the Business Park which has not been transferred or disposed of pursuant to a Hadlow Disposal.

11.6.2 The Transferee covenants on behalf of itself and the Transferee's Successors with the Transferor not to use the Country Park for any purpose other than the Country Park Permitted Use.

11.7 **ENVIRONMENTAL**

11.7.1 The Transferee acknowledges that:-

(a) the Transferor has provided the Transferee with the reports set out in Schedule 8 and also acknowledges that the past uses of the Property are capable of having resulted in the presence of Hazardous Substances at or under the Property;

(b) any environmental information referred to in clause 11.7.1 above was not commissioned with a view to giving a prospective purchaser of the Property a definitive statement of the state and condition of the Property or its suitability for the present or any future use or of the state and condition of any adjoining property or any waters adjoining or flowing past the Property and the Transferor gives no warranty as to the accuracy of any reports and conclusions that it draws;

(c) it has been afforded the opportunity of carrying out any survey or inspection that it would wish to conduct and is aware that the Transferor gives no warranty as to the state and condition of the Property or its suitability for any future use;

(d) it is purchasing the Property on the basis of its own enquiries, inspections and surveys; and

(e) this Transfer is not entered into in reliance upon any representations made but not embodied in this Transfer.

11.7.2 The Transferee acknowledges that the consideration paid for the Property takes account of the state and condition of the Property at the date hereof and as between itself and the Transferor and the Transferee is exclusively responsible for carrying out of any future remediation works at the Property.

11.7.3 The Transferee and the Transferor agree:-

(a) should the Transferor be identified as an appropriate person to undertake any remediation of Hazardous Substances which are present at the Property at the date of this Transfer by any regulatory authority or third party then the parties agree that such remediation is the sole

responsibility of and shall be undertaken by and at the cost of the Transferee. The parties acknowledge that this Transfer is an Transfer on liabilities for the purposes of exclusion from and apportionment and attribution of liability for remediation of contaminated land (as referred to in paragraph D38 of Annex 3 of Defra Circular 01/2006);

(b) to provide a copy of this Transfer to the relevant regulatory authority in circumstances where the Transferor has been identified as an appropriate person to undertake remediation of contaminated land in order that the regulating authority shall give effect to this Transfer and neither party will challenge this Transfer; and

(c) the Transferee shall not issue any civil criminal or administrative proceedings actions or claims against the Transferor nor to seek to join the Transferor into any proceedings actions or claims which relate to the presence of any such Hazardous Substance.

11.7.4 The Transferee covenants on behalf of itself and the Transferee's Successors with the Transferor that the Transferee will indemnify and hold harmless the Transferor against all liabilities, damages, charges, fines and penalties, losses, costs, expenses (including legal and professional fees) and claims related to or arising out of Hazardous Substances which are presently at the Property at the date of this Transfer

PROVIDED THAT the Transferee (which for the avoidance of doubt means Hadlow College only) shall not be liable in respect of the covenants contained in clause 11.7.3 and 11.7.4 in so far as they relate to the Business Park only, if it has transferred or disposed of its legal freehold interest in:-

(a) all of the Business Park; or

(b) the part of the Business Park in respect of which any breach occurs

pursuant to a Hadlow Disposal. For the avoidance of doubt this proviso shall not in anyway affect or limit the Transferee's liability in respect of the covenants contained in these clauses 11.7.3 and 11.7.4 in so far as they relate to the Country Park or any such part of the Business Park which has not been transferred or disposed of pursuant to a Hadlow Disposal.

11.8 **INDEMNITY**

11.8.1 In order to give the Transferor a full and sufficient indemnity but not further or otherwise the Transferee covenants with the Transferor that as from the date of this Transfer the Transferee will observe and perform the covenants, obligations and restrictions contained or referred to in the entries in the registers of the above titles as evidenced by the official copies referred to in Schedule 7 so far as they relate to the Property, subsist and are enforceable and will so far as aforesaid keep the Transferor indemnified against all actions, proceedings, costs, claims demands and liabilities in respect of them.

11.8.2 In order to give the Transferor a full and sufficient indemnity but not further or otherwise the Transferee covenants with the Transferor that the Transferee will observe and perform the Incumbrances so far as they relate to the Property, subsist and are enforceable and will so far as aforesaid keep the Transferor indemnified against all actions, proceedings, costs, claims demands and liabilities in respect of them.

11.8.3 In order to give the Transferor a full and sufficient indemnity but not further or otherwise the Transferee covenants with the Transferor that the Transferee will observe and perform the covenants and obligations on the part of the landlord (or owner) contained or referred to in the Leases and will so far as aforesaid indemnify and keep the Transferor fully and effectively indemnified against all actions, claims, demands, losses, costs, damages and liabilities that may be suffered or incurred by the Transferor in respect of any future breach or non-observance or non-performance of those covenants and conditions

PROVIDED THAT the Transferee (which for the avoidance of doubt means Hadlow College only) shall not be liable in respect of the covenants contained in this clause 11.8 in so far as they relate to the Business Park only, if it has transferred or disposed of its legal freehold interest in:-

(a) all of the Business Park; or

(b) the part of the Business Park in respect of which any breach occurs

pursuant to a Hadlow Disposal. For the avoidance of doubt this proviso shall not in anyway affect or limit the Transferee's liability in respect of the covenants contained in this clause 11.8 insofar as they relate to the Country Park or any such part of the Business Park which has not been transferred or disposed of pursuant to a Hadlow Disposal.

11.9 **DISPOSAL OF THE SITE**

11.9.1 For a period of 30 years from the date of this Deed the Transferee covenants on behalf of itself and the Transferee's Successors with the Transferor that it will not make any Disposal (other than by way of a Permitted Disposal) unless prior to or at the time of the Disposal the disponee ("**Covenantor**") enters into a deed of covenant with the Transferor in the form set out in Schedule 3 ("**Deed of Covenant**") with such amendments agreed between the parties to the Deed of Covenant (acting reasonably).

11.9.2 Land Registry restrictions

(a) The parties apply to the Registrar for entry of the following restriction in the registers of title relating to the Property:-

"*No disposition of the registered estate (other than a Permitted Disposal) by the proprietor of the registered estate or the proprietor of any registered charge is to be registered without a certificate signed by the Homes and Communities Agency or its solicitor that the provisions of clause 11.9.1 of a transfer dated* 24 July 2013 *made between (1) the Homes and Communities Agency and*

(2) Hadlow College have been complied with or that they do not apply to the disposition".

(b) Within five (5) days of completion of any Deed of Covenant entered into pursuant to clause 11.9.1 the Transferor shall provide the Covenantor with a certificate signed on behalf of itself or its solicitor confirming that the provisions of paragraph 11.9.1 of this Transfer have been complied with in so far as they relate to the Property (or part thereof) in respect of which a Disposal has been or is to be made to the Covenantor.

(c) The Transferee will procure that the proprietor of any charge of the Property consents to the registration of such restriction referred to in Clause (a) in priority to its charge.

(d) The Transferor will

(i) agree to the variation of the restriction into the name of the relevant statutory successor; and

(ii) consent to the removal of the restriction referred to in Clause (a) on expiry of the 30 year period referred to in Clause 11.9.1

PROVIDED THAT the Transferee (which for the avoidance of doubt means Hadlow College only) shall not be liable in respect of the covenants contained in this clause 11.9 in so far as they relate to the Business Park only, if it has transferred or disposed of its legal freehold interest in:-

(a) all of the Business Park; or

(b) the part of the Business Park in respect of which any breach occurs

pursuant to a Hadlow Disposal. For the avoidance of doubt this proviso shall not in anyway affect or limit the Transferee's liability in respect of the covenants contained in this clause 11.9 insofar as they relate to the Country Park or any such part of the Business Park which has not been transferred or disposed of pursuant to a Hadlow Disposal.

11.10 **EXCLUSION OF SECTION 62 LAW OF PROPERTY ACT 1925**

The parties hereby agree and declare that the Transferee is not entitled to any right or easement other than those specifically granted by this Transfer and accordingly section 62 of the Law of Property Act 1925 does not apply to this Transfer.

11.11 **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

11.12 **OVERAGE**

The provisions and obligations contained in Schedule 4 apply to this Transfer and the parties agree to be bound by them **PROVIDED THAT**

they shall not apply to a Hadlow Disposal **FURTHER PROVIDED THAT** the Transferee (which for the avoidance of doubt means Hadlow College only) shall not be liable in respect of the covenant contained in this clause 11.12 if it has transferred or disposed of its legal freehold interest in:-

(a) all of the Business Park; or

(b) the part of the Business Park in respect of which any breach occurs

pursuant to a Hadlow Disposal For the avoidance of doubt this proviso shall not in anyway affect or limit the Transferee's liability in respect of the covenants contained in this clause 11.12 insofar as they relate to any such part of the Business Park which has not been transferred or disposed of pursuant to a Hadlow Disposal.

11.13 **CHARITIES ACT 2011**

The land transferred will as a result of this transfer be held by Hadlow College, an exempt charity.

11.14 **TRANSFER OF OTHER INTERESTS**

The parties shall comply with the provisions of Schedule 5.

SCHEDULE 1

INCUMBRANCES

Date	Document	Parties
11 January 1967	Conveyance	(1) The Right Honourable Walter Ernest Christopher Baron Northbourne (2) National Coal Board
2 September 1931	Conveyance	(1) The Right Honourable Walter John Baron Northbourne (2) Robert James and Hugh John Godley (3) Pearson and Dorman Long Limited
4 July 1931	Conveyance	(1) Frederick Courtney Hogben (2) National Provincial Bank Limited (3) Pearson and Dorman Long Limited
5 July 1922	Agreement	(1) The South Eastern Railway Company (2) The South Eastern and Chatham Railway Companies Managing Committee

		(3) Dorman Long & Co Limited
18 January 1983	Conveyance	(1) Parish Council of Northbourne (2) National Coal Board
31 May 2000	Transfer	(1) The Coal Authority (2) South East England Development Agency
30 May 2013	Transfer	(1) Homes and Communities Agency (2) Ian Geoffrey Steed

SCHEDULE 2

LEASES

Date	Document	Parties
9 September 2010	Tenancy at Will	(1) South East England Development Agency and (2) Ben Bano T/A Telos Training Limited
3 June 2008	Tenancy at Will	(1) South East England Development Agency and (2) Powercover Supply Limited
23 September 2011	Tenancy at Will	(1) Homes and Communities Agency and (2) Martha Trust
1 May 2011	Tenancy at Will	(1) South East England Development Agency and (2) Whole School Meals Limited
29 May 2012	Lease	(1) Homes and Communities Agency and (2) Rachael Blomfield t/a Virtual Business Solutions
17 October 2008	Tenancy at Will	(1) South East England Development Agency and (2) Amdell Limited
1 July 2011	Tenancy at Will	(1) South East England Development Agency and (2) Patrick Acarnley t/a Busi Print
8 October 2009	Tenancy at Will	(1) South East England Development Agency and (2) Betteshanger Park Fishing Club

SCHEDULE 3

DEED OF COVENANT

THIS DEED OF COVENANT is made on [ ]

BETWEEN:-

(1) **[ ]** [registered number [ ]] whose registered office is at [ ] (the "**Covenantor**");

(2) **HOMES AND COMMUNITIES AGENCY** of Central Business Exchange II, 414-428 Midsummer Boulevard, Central Milton Keynes MK9 2EA (the "**Agency**") (which includes any statutory successors and assigns);

together the "**Parties**".

WHEREAS:-

(A) Pursuant to clause 11.9.1 of the Transfer, Hadlow College agreed with the Agency to procure that any disponee of the whole or any part or any interest in the Site enters into a deed of covenant to comply with the terms of certain covenants set out therein.

(B) The Covenantor [description of disposal and background] and accordingly is a disponee of the Site for the purposes of the Transfer.

(C) The Covenantor has agreed to enter into this Deed of Covenant.

1. **INTERPRETATION**

1.1 In this Deed, the following words and expressions have the following meanings:-

"Plan"	means the plan attached to this Deed
"Relevant Land"	means that part of the Site in respect of which a Disposal has been or is to be made to the Covenantor as shown edged [ ] on the Plan
"Site"	means all that land that was transferred pursuant to the Transfer
"Successor"	means any person to whom a Disposal is made
"Transfer"	means a transfer relating to the Site dated [ ] made between (1) Homes and Communities Agency and (2) Hadlow College

1.2 In this Deed, save where the context requires or expressly stated otherwise, words and expressions defined in clause 11.1 of the Transfer have the same meanings in this Deed.

1.3 In this Deed, save where the context requires otherwise, the following words, terms and expressions have the following meanings:-

1.3.1 any reference to this "**Deed**" includes any subsequent variations and any supplemental agreement made from time to time by agreement between the Parties;

1.3.2 any reference to the "**Agency**" and/or the "**Covenantor**" includes reference to any statutory successors;

1.3.3 words importing any gender include any other gender;

1.3.4 words in the singular include the plural and words in the plural include the singular;

1.3.5 the term "**person**" includes any individual, partnership, firm, trust, body corporate, government, governmental body, authority, agency or unincorporated body of persons or association;

1.3.6 the words "including" and "in particular" will be construed so as not to limit the generality of any words or expressions in connection with which they are used;

1.3.7 headings and the contents table are inserted for convenience only and will have no legal effect;

1.3.8 references in this Deed to any Clause or Schedule without further designation will be construed as a reference to the Clause of or Schedule to this Deed;

1.3.9 the Schedules to this Deed are an integral part of this Deed and reference to this Deed includes reference to the Schedules;

1.3.10 in the event of a conflict the Clauses set out in the main body of this Deed will take priority over the Schedules;

1.3.11 references to any statute or statutory provision in this Deed will be deemed to refer to those provisions as replaced, amended, extended or re-enacted from time to time whether by instruments, orders, bye-laws, statute or by directive or regulation (which is, in the case of a directive or regulation, intended to have direct application within the United Kingdom and has been adopted by the Council of the European Communities) and all statutory instruments or orders made pursuant to it;

1.3.12 where consent or approval of any Party is required for any purpose under or in connection with this Deed it will be given in writing and within a reasonable time following receipt of a written request for such consent or approval;

1.3.13 any decision, act or thing which either Party is required or authorised to take or do under the Deed may be taken or done by any person authorised either generally or specially by that Party to take or do that decision, act or thing, provided that both Parties will provide each other with the name of any person so authorised on receipt of a written request.

1.4 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Deed is to be unaffected.

1.5 The Parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a Party to it.

2. **COVENANTOR'S OBLIGATIONS**

2.1 [Relevant Land includes land within the Business Park and Country Park] - The Covenantor covenants with the Agency that it will comply with the covenants set out in the Schedule [Part 1] and will ensure that any future holder of any interest in the legal or equitable title to the Relevant Land will comply with the covenants set out in the Schedule]. OR

[Relevant Land comprises land within the Business Park only] - The

Covenantor covenants with the Agency that it will comply with the covenants set out in the Schedule [Part 2] and will ensure that any future holder of any interest in the legal or equitable title to the Relevant Land will comply with the covenants set out in the Schedule]. OR

[Relevant Land comprises land within the Country Park only] - The Covenantor covenants with the Agency that it will comply with the covenants set out in the Schedule [Part 3] and will ensure that any future holder of any interest in the legal or equitable title to the Relevant Land will comply with the covenants set out in the Schedule].

3. **RESTRICTION**

Within five (5) days of completion of this Deed the Agency shall provide the Covenantor with a certificate signed by the Agency or its solicitor confirming that the provisions of paragraph 11.9.1 of the Transfer have been complied with in so far as they relate to the Relevant Land.

4. **EXECUTION**

The Covenantor has executed this Deed of Covenant as a deed and it is delivered on the date set above.

SCHEDULE

COVENANTS

[Part 1 - To comply with Clause [11.6.1, 11.6.2, 11.7.3, 11.7.4, 11.8, 11.9 and 11.12] of a Transfer dated [ ] made between (1) Homes and Communities Agency and (2) Hadlow College insofar as they relate to the Relevant Land.]

[Part 2 - To comply with Clause [11.6.1, 11.7.3, 11.7.4, 11.8, 11.9 and 11.12] of a Transfer dated [ ] made between (1) Homes and Communities Agency and (2) Hadlow College insofar as they relate to the Relevant Land.]

[Part 3 - To comply with Clause [11.6.2 and 11.9] of a Transfer dated [ ] made between (1) Homes and Communities Agency and (2) Hadlow College insofar as they relate to the Relevant Land.]

EXECUTED (but not delivered until the date hereof) **AS A DEED** by **[THE COVENANTOR]** acting by a Directors and its Secretary or two Directors:-	)))) Director Director/Secretary
Executed as a deed by affixing the common seal of **HOMES AND COMMUNITIES AGENCY**	Common Seal

in the presence of: Authorised Signatory	

SCHEDULE 4

OVERAGE

BUSINESS PARK OVERAGE

INTERPRETATION

1. In this Schedule the following expressions have the following meanings:-

"Act of Circumvention" means any act or omission or transaction or series of transactions with any person or persons the principal purpose or effect or intent of which is to avoid or depress or reduce the size of any Additional Payment which might otherwise fall due or to avoid or delay the recoverability or potential receipt in whole or part of any Additional Payment

"Additional Payment" means:-

(a) in respect of a Serviced Business Plot Sale (other than an Excluded Disposal) the amount in pounds sterling calculated using the following formula:-

$(A - B) \times C \times 0.5 = D$

where

"**A**" is the Sale Proceeds per acre of the land that is the subject of the Serviced Business Plot Sale measured in accordance with the Code

"**B**" is £75,000

"**C**" is the number of acres of land the subject of the Serviced Business Plot Sale (other than an Excluded Disposal) measured in accordance with the Code

"**D**" is the Additional Payment

payable to the Transferor in pounds sterling

(b) in respect of a Business Park Unit Sale (but not an Excluded Disposal) the amount in pounds sterling calculated using the following formula:-

(E – F) x G x 0.5 = H

where

"**E**" is the Sale Proceeds per square foot of land that is the subject of the Business Park Unit Sale (based on the GIA)

"**F**" is £50

"**G**" is the total square footage (based on the GIA) of the land that is the subject of the Business Park Unit Sale

"**H**" is the Additional Payment payable to the Transferor in pounds sterling

PROVIDED ALWAYS that where an Additional Payment has already been made in respect of a Business Sale in connection with the part of the Business Park in question or part of it then when calculating the Additional Payment the payment of any previous sums by way of Additional Payment shall be taken into account and deducted from the second or subsequent Additional Payment(s) in respect of that part of the Business Park **FURTHER PROVIDED** that if "D" or "H" (as applicable) is zero or a negative sum then the amount of the Additional Payment shall be nil.

"Business Sale" means:-

(a) a Serviced Business Plot Sale; or

(b) a Business Park Unit Sale

on or before the Final Date but excluding an Excluded Disposal

"Business Park Unit" means each unit or building at the Business Park which is present at the date of this Transfer or is

	constructed after the date of this Transfer and designed to be let or sold for Business Use
"Business Park Unit Sale"	means:- • the transfer or disposal of the freehold interest of the whole or any part of a Business Park Unit; or • the grant of any leasehold interest of over 75 years of the whole or any part of a Business Park Unit
"Business Use"	means the use specified in part (i) of the definition of Business Park Permitted Use
"Code"	means the Code of Measuring Practice published on behalf of the Royal Institution of Chartered Surveyors and the Incorporated Society of Valuers and Auctioneers (6th Edition September 2007) or if that edition has been superseded then the current edition (as at the date of Business Sale).
"Contract Rate"	means interest at the rate of one per cent per annum above the base lending rate from time to time of Barclays Bank PLC (or of such other UK clearing bank as the Transferor may designate from time to time by giving notice to the Transferee)
"Connected Party"	means any person, firm or company which is connected with the Transferee for or any Group Company for the purposes of sections 1122 and 1123 Corporation Tax Act 2010;
"Educational Use"	means the use specified in part (ii) of the definition of Business Park Permitted Use
"Excluded Disposal"	means:- (a) any transfer disposal or grant of any legal or equitable estate or interest in or over the Business Park or any part or part thereof to a statutory undertaker for the provision of infrastructure utilities or highway;

(b) grant of lease or licence for less than 75 years of the Business Park where no security of tenure is given to the occupier; or

(c) any transfer disposal or grant of any legal or equitable estate or interest in or over the Business Park or any part or part thereof solely for Educational Use

"Final Date" 24th July 2043

"GIA" means the Gross Internal Area measured in accordance with the Code as expressed in square feet

"Market Value" means in relation to any Business Sale the price at which the Transferee's interest in the Business Park Unit or Serviced Business Plot (or the relevant part thereof) might reasonably be expected to be transferred, disposed or let (as appropriate) as at the Trigger Date assuming:-

(i) a willing seller or tenant (as applicable);

(ii) that immediately prior to the date of valuation there has expired a reasonable period in which to negotiate the Business Sale and the state of the market; and

(iii) that the Business Park Unit or Serviced Business Plot (or the relevant part thereof) has been freely exposed to the open market

"Payment Date" means the date which is 10 Working Days after the later of the:-

(i) Trigger Date; and

(ii) the date of the determination of the Additional Payment (if any) in accordance with the provisions of this Schedule

"Sale" means a sale for immediate monetary consideration

"Sale Proceeds"	means:- (a) all proceeds (exclusive of VAT) received or receivable at any time in whole or in part in consideration of a Business Sale (including for the avoidance of doubt, any contents and any fixtures and fittings disposed of with such property) by the Transferee; and (b) where any consideration or part of any consideration for any such Business Sale is not in money form or of nominal value, the Market Value LESS all costs and expenses properly incurred in relation to the Business Sale
"Serviced Business Plots"	means such part of the Business Park that is unbuilt or partially built upon at any time after the date of this Transfer and are shown tinted pink on Plan 3
"Serviced Business Plot Sale"	means a transfer or disposal of the freehold interest of the whole or any part of one or more Serviced Business Plots
"Surveyor"	means a surveyor who: (a) is a professionally qualified surveyor being a fellow of the Royal Institution of Chartered Surveyors ("**RICS**") having not less than 10 years' experience in the subject matter of the dispute; and (b) is appointed by agreement between Transferor and Transferee (acting reasonably) or, in the absence of agreement, appointed at the request of Transferor or Transferee by the President or other most senior available officer of RICS
"Trigger Date"	means the date of each and every Business Sale

1.2 For the avoidance of doubt any expressions defined in Clause 11.1 of this Transfer have the same meaning where used in this Schedule.

the President or the most senior available officer of the Royal Institution of Chartered Surveyors to appoint another Surveyor to determine the dispute.

5. **EVIDENCE AND RECORDS**

5.1 The Transferee:-

5.1.1 agrees upon any written request from the Transferor to supply or make available to the Transferor such particulars and information as the Transferor reasonably requires in connection with any Business Park Sale and the calculation of the Sale Proceeds and/or the amount of the Additional Payment; and

5.1.2 agrees that it shall use reasonable endeavours to ensure that any files, records, particulars and information given to the Transferor pursuant to clause 5.1.1 will to the best of its knowledge be true, accurate and not misleading in any respects.

5.2 The Transferor and the Transferee agree to make available to the Surveyor all such files, records, particulars and information as the Surveyor reasonably requires in connection with the relevant dispute.

6. **CONNECTED PARTY**

The Transferee agrees:-

6.1 not to make a Business Sale on terms which are not at arms length;

6.2 not to make a Business Sale to a Connected Party; and

6.3 to endeavour to maximise the consideration arising from any Business Sale.

7. **ASSIGNMENT BY THE SELLER**

The Transferor shall have full right and power to assign compromise and otherwise deal with all of its interests rights and entitlement under this Schedule and in respect of any Additional Payment payable thereunder.

8. **GOOD FAITH**

8.1 The Transferee and the Transferor agree to act one with the other with good faith in connection with any Business Sale.

8.2 The Transferee covenants with the Transferor not enter into or commit any Act of Circumvention and not assist cause or permit any other party to enter into any Act of Circumvention.

SCHEDULE 5

MAINTENANCE AGREEMENTS

1. **ASSIGNMENT OF MAINTENANCE AGREEMENTS**

In this Schedule:-

"**Maintenance Agreements**" means agreements entered into by or on behalf of the Transferor or any of its predecessors with third parties for the maintenance of, or

1.3 The date of the Business Sale is the date of the completion of the relevant transfer, disposal or grant of lease.

2. **ADDITIONAL PAYMENT**

2.1 The Transferee agrees to pay (in full and cleared funds to such account in a UK clearing Bank as may be nominated in writing by the Transferor) the Additional Payment to the Transferor, payment to be made at the time and in the manner set out in paragraph 3 below.

2.2 The Transferee shall as soon as reasonably practicable prior to the Trigger Date supply or make available to the Transferor such particulars and information as the Transferor reasonably requires in connection with the calculation of the Sale Proceeds and/or the amount of the Additional Payment (if any) together with the Transferee's calculation of the Additional Payment.

2.3 The parties agree to use all reasonable endeavours to agree the Additional Payment as soon as reasonably practicable.

3. **PAYMENT**

On or before each and every Payment Date the Transferee shall pay to the Transferor the Additional Payment **PROVIDED THAT** if the Additional Payment is made later than the Payment Date the Transferee shall also pay to the Transferor interest at the Contract Rate upon the Additional Payment from Payment Date until actual payment in full of the Additional Payment.

4. **DISPUTES**

If there is any dispute between the Transferor and the Transferee in relation to the provisions of this Schedule 4 including but not limited to the amounts of money to be paid as the Additional Payment from time to time then the matter in dispute shall be determined in accordance with the following provisions:-

4.1 either party may give to the other written notice requiring the dispute to be determined by the Surveyor;

4.2 the Surveyor will:

4.2.1 act as an expert and not as an arbitrator;

4.2.2 afford each party an opportunity to make representations and counter representations; and

4.2.3 give his determination (including his reasons) as soon as practicable in writing to the parties; and

4.2.4 his determination shall be final and binding on the Parties save in the case of manifest error;

4.3 responsibility for the costs of referring a dispute to the Surveyor, including costs connected with his appointment, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Surveyor, and in the absence of such decision will be borne equally by the parties to the dispute;

4.4 if the Surveyor dies or becomes unwilling or incapable of acting, then either Party may in default of an agreement about a replacement apply to

the provision of supplies or services to, the Property which are as follows:-

Date	Document	Parties
	Site Management Contract	(1) The South East England Development Agency (2) Fowlmead Limited
	Cleaning Contract for Almond House, Betteshanger and Visitors Centre, Fowlmead Country Park	(1) South East England Development Agency (2) Pioneer Quality Services
	Grounds Maintenance Contract	(1) South East England Development Agency (2) English Landscapes Maintenance Limited
	Operating Contract for Waste Water Treatment Works	(1) South East England Development Agency (2) Pims Services

2. The Transferor assigns to the Transferee absolutely all the right interest and benefit of the Transferor in under pursuant to and in respect of the Maintenance Agreements.

3. Any payments to be made under any Maintenance Agreements which are due in respect of a period which includes the date of this Transfer shall be apportioned on a daily basis so that the Transferee shall be liable for that part of such payment as shall relate to the period which follows the date of this Transfer up to and including the date of expiration of the period to which such payment shall relate and the Transferor shall be liable for the remainder.

4. The Transferee agrees to hereby indemnify the Transferor against all costs expenses losses and damages and all claims demands actions and liabilities whatsoever arising out of the Transferee failing to make any payments due in accordance with the Maintenance ~~Contracts~~ Agreements for the period which follows the date of this transfer and any breach of any obligation contained in paragraph 3.

SCHEDULE 6

LEASE AND CONTRACTUAL MATTERS

1. **LEASES**

1.1 The Transferee covenants to pay to the Transferor any sums it receives under the Leases and relating to a period prior to the date hereof as soon as reasonably practicable following receipt of cleared funds.

1.2 The Transferor covenants to pay to the Transferee any sums it receives after the date hereof under the Leases and relating to a period after the

date hereof as soon as reasonably practicable following receipt of cleared funds.

1.3 For the avoidance of doubt rents due under each of the Leases shall be apportioned at the date hereof upon the basis that the Transferor shall be entitled to the rents for the period up to and including the date hereof and the Transferee shall be entitled to the rents from but excluding the date hereof.

2. **ENTIRE AGREEMENT**

This Transfer and the Funding Agreement contains the entire agreement between the parties and incorporates all the terms agreed between them for the purposes of the Law of Property (Miscellaneous Provisions Act 1989 section 2 and there are no other terms or provisions agreed prior to the date of this Transfer which have not been incorporated into this Transfer and the Funding Agreement.

3. **STEED TRANSFER**

The Transferor hereby covenants with the Transferee that if it receives a Deed of Adherence pursuant paragraph 4.2 to the Steed Transfer then it will as soon as reasonably practicable forward either the original or a certified copy of that Deed of Covenant to the Transferee.

4. **CONTROLLING INTEREST**

The Transferee covenants with the Transferor that:-

4.1 it has incorporated Betteshanger Sustainable Park Limited (Company No: 07687231) for the purposes of developing and (where appropriate) managing and maintaining the Business Park;

4.2 as at the date of this Transfer it has a Controlling Interest in Betteshanger Sustainable Park Limited (Company No: 07687231);

4.3 it shall not:-

(a) relinquish; or

(b) enter into any transaction or commit any act or omission which has the principal purpose, effect or intent of relinquishing

its Controlling Interest in Betteshanger Sustainable Park Limited (Company No: 07687231) without obtaining the prior written consent of the Transferor (such consent not to be unreasonably withheld or delayed).

SCHEDULE 7

OFFICIAL COPY ENTRIES

1. Official Copies dated 18 July 2013

K547078 timed at 11:55:09
K804764 timed at 11:57:34
K772865 timed at 11:59:05
K535387 timed at 12:10:14

K810960 timed at 11:50:19
K281110 timed at 12:07:21
K816722 timed at 12:04:14
K451882 timed at 12:02:14
K830488 timed at 12:00:34
K494672 timed at 12:06:21
K860361 timed at 12:08:48
K522626 timed at 11:52:11
K799894 timed at 11:53:34

SCHEDULE 8

REPORTS

(Bundle 1)

Number	Date	Document
1.	2001	Method Statement for Reptile Mitigation
2.	May 2003	Type 2 Asbestos Materials Survey Report Near Deal, Kent
3.	11.11.2003	Regeneration, Enabling Works – Contract Documents – Volume 1
4.	11.11.2003	Regeneration, Enabling Works – Contract Documents – Volume 2
5.	27.11.2003	Regeneration, Enabling Works – Contract Documents – Volume 4
6.	27.11.2003	Regeneration, Enabling Works – Contract Documents – Volume 5
7.	27.11.2003	Regeneration, Enabling Works – Contract Documents – Volume 6
8.	27.11.2003	Regeneration, Enabling Works – Contract Documents – Volume 7
9.	09.12.2009	Remediation Verification Report Supplementary Statement

(Bundle 2)

Number	Date	Document
1.	2003	Regeneration, Primary Infrastructure Works – Contract Drawings – Volume 3

2.	May 2003	Initial Slope Survey
3.	Undated	Deed for Professional Services re: engineering and planning supervisor services
4.	September 2003	Interpretative Report on Ground Investigation – Bridge sites
5.	August 2003	Interpretative Report on Ground Investigation – Bridge sites
5A	September 2003	Interpretative Report on Ground Investigation – Bridge sites
6.	November 2003	General Environmental Management Plan Issue 02
7.	December 2003	Primary Infrastructure Works – Engineering Specification volume 2.1
8.	December 2003	Primary Infrastructure Worsk – Engineering Specification volume 2.1
9.	December 2003	Ecology End of Season Report 2003
10.	December 2003	Regeneration, Phase 2 : Primary Infrastructure Works: Volume 5: Health and Safety Plan (Pre-tender)
11.	December 2003	Regeneration, Primary Infrastructure Works – Volume 2 Landscape Specification
12.	December 2003	Regeneration, Phase 2 : Primary Infrastructure Works – Volume 5 : Health and Safety Plan (Pre-tender)
13.		Regeneration, Primary Infrastructure Works – Volume 7 : Miscellaneous Tender Documents
14.	December 2003	Regeneration, Nature Conservation Management Plan Issue 01 : volume 6.2
15.		Boimass Boiler System : Schedules 1 and 2
16.	February 2004	Interpretative Report on Ground Investigation : Wildlife Tunnel : Issue 2 - FINAL
17.	April 2004	Regeneration, Underground Voids Desk Study
18.	April 2004	Regeneration, Underground Voids Desk Study
19.	July 2004	Regeneration, Primary Infrastructure Works : Volume 4 : Bills of Quantities
20.	July 2004	Regeneration, Primary Infrastructure Works : Volume 1 : Conditions of Contract
21.	28.07.2004	Plan number 1225/01 (C) : Bio-Mass Boiler Housing General Arrangements Plans
22.	28.07.2004	Plan number 1225/01 (A) : Bio-Mass Boiler Housing General Arrangements Plans

23.	30.07.2004	Plan number 1225/02 (C) : Bio-Mass Boiler Housing Section and Elevations
24.	30.07.2004	Plan number 1225/02 (A) : Bio-Mass Boiler Housing Section and Elevations
25.	Various	• Plan number H4-6-60_00 dated 18.05.2005 : Schematic layout of Boiler House : Edition A • Plan number H-4-6_00 dated 01.06.2005: Proposed layout of Boiler House and Associated Equipment : Edition A • Plan number H-4-6_01 dated 01.06.2005 : Provisional layout of Boiler House : Edition A • Plan number H-4-6_02 dated 01.06.2005 : Provisional layout of Boiler House : Section A-A : Edition A • Plan number H-4-6_03 dated 01.06.2005 : Provisional layout of Boiler House : Section B-B : Edition A • Plan number H4.6-60_002 dated 13.05.2005 : Proposed layout of district heating pipework : Edition A
26.	09.08.2005	Plan number 1225/13 (B) : Bio-Mass Boiler Housing External Works Layout
27.	09.08.2005	Plan number 1225/14 (B) : Bio Mass Boiler Housing Concrete Yard Joint Layout
28.	09.08.2005	Plan number 1225/16 (A) : Bio-Mass Boiler Housing External Works Details
29.	09.08.2005	Plan number 1225/17 (B) : Bio-Mass Boiler Housing Setting Out Information
30.	09.08.2005	Plan number 1225/10 (B) : Bio-Mass Boiler Housing Drainage Layout
31.	09.08.2005	Plan number 1225/17 (A) : Bio-Mass Boiler Housing Setting out Information
32.	09.08.2005	Plan number 1225/13 (A) : Bio-Mass Boiler Housing External Works Layout
32A.	09.08.2005	Plan number 1225/13 (B) : Bio-Mass Boiler Housing External Works Layout
33.	09.08.2005	Plan number 1225/14 (A) : Bio-Mass Boiler Housing Concrete Yard Joint Layout
34.	09.08.2005	Plan number 1225/16 (A) : Bio-Mass Boiler Housing External Works Details
35.	09.08.2005	Plan number 1225/10 (A) : Bio-Mass Boiler Housing Drainage Layout

36.	10.08.2005	Plan number 1225/15 (A) : Bio-Mass Boiler Housing Concrete Yard Slab Joint Details
36A.	10.08.2005	Plan number 1225/15 (A) : Bio-Mass Boiler Housing Concrete Yard Slab Joint Details
37.	10.08.2005	Plan number 1225/11 (A) : Bio-Mass Boiler Housing Drainage Details – sheet 1 of 2
38.	10.08.2005	Plan number 1225/12 (A) : Bio-Mass Boiler Housing Drainage Details – sheet 2 of 2
39.	10.08.2005	Plan number 1225/11 (A) : Bio-Mass Boiler Housing Drainage Details - sheet 1 of 2
40.	10.08.2005	Plan number 1225/12 (A) : Bio-Mass Boiler Housing Drainage Details – sheet 2 of 2
41.	10.08.2005	Plan number 1225/15 (A) : Bio-Mass Boiler Housing Concrete Yard Slab Joint Details
42.	13.08.2004	Section 106 Agreement between Dover District Council (1) The South East England Development Agency (2) The Kent County Council (3)
43.	23.08.2005	Plan number 1225/03 (B) : Bio-Mass Boiler Housing G.A. Section Details sheet 1
44.	23.08.2005	Plan number 1225/04 (B) : Bio-Mass Boiler Housing G. A. Section Details sheet 2
45.	23.08.2005	Plan number 1225/03 (P1) : Bio-Mass Boiler Housing G.A. Section Details
46.	23.08.2005	Plan number 1225/05 (P1) : Bio-Mass Boiler Housing Internal Electrical Layouts
47.	19.07.2006	Soil and Seeding Site Inspection Record

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (e.g. for a restriction), it must also be executed by the transferee.

12 Execution

Executed as a deed by affixing the common seal of **HOMES AND COMMUNITIES AGENCY** in the presence of:

Common Seal

Authorised Signatory

Executed as a deed by affixing the common seal of **HADLOW COLLEGE** in the presence of:

Common Seal

reg. 13

Authorised Signatory

Authorised Signatory

WARNING
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

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PLAN 1

RFI5048 - Annex A

H. M. LAND REGISTRY	TITLE NUMBER K810960	
ORDNANCE SURVEY MAP REFERENCE:	TR 3553NW	Scale: 1/2500
ADMINISTRATIVE AREA	KENT : DOVER	© Crown Copyright

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H.M. LAND REGISTRY K810960

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PLAN 1

RFI5048 - Annex A

Land Registry Official copy of title plan

Title number **K547078**
Ordnance Survey map reference **TR3353SE**
Scale **1:2500**
Administrative area **Kent : Dover**

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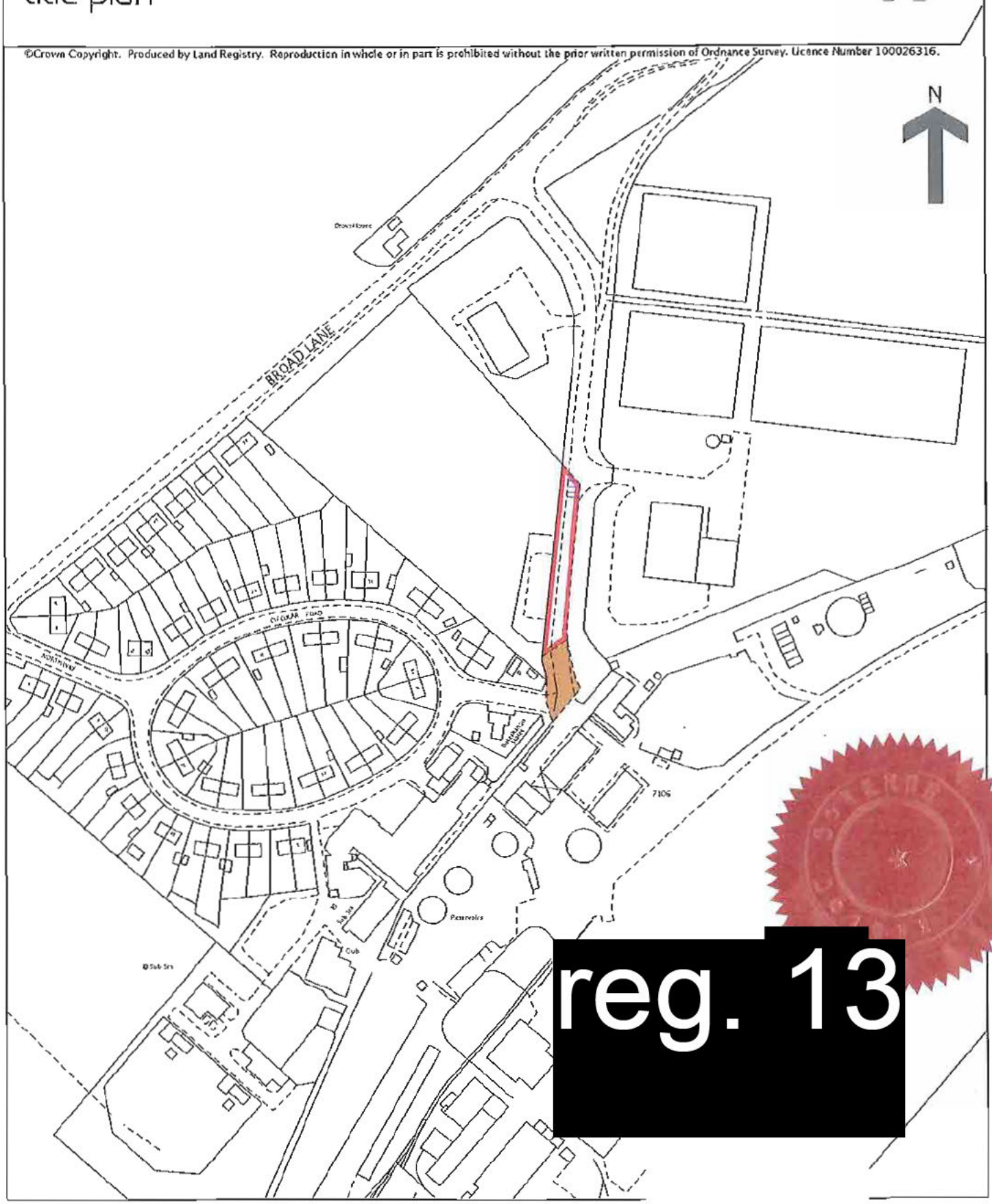

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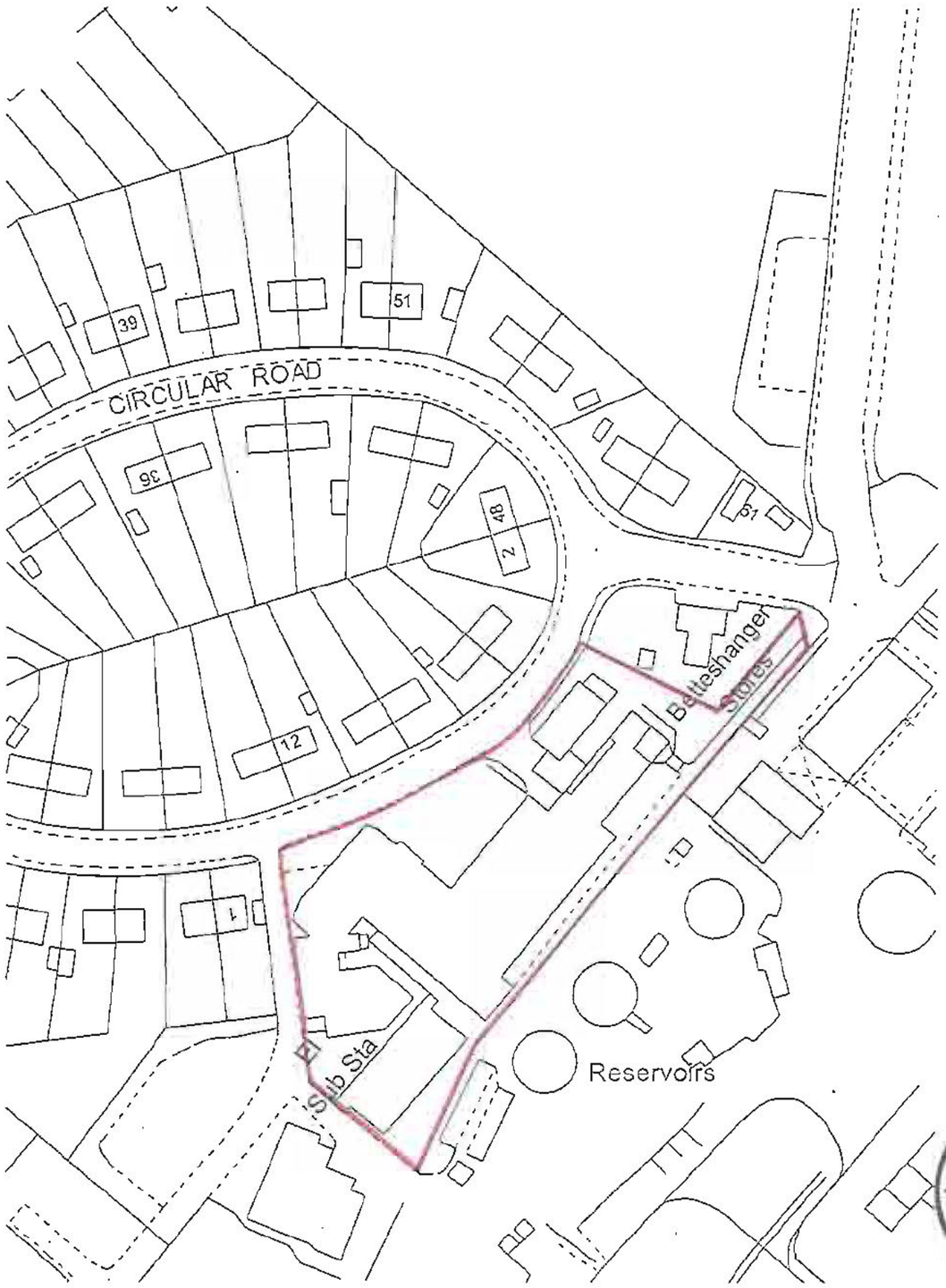
H.M. LAND REGISTRY		TITLE NUMBER K772865	
ORDNANCE SURVEY PLAN REFERENCE	TR 3353	SECTION A	Scale 1/1250 Enlarged from 1/2500
COUNTY KENT	DISTRICT DOVER		©Crown Copyright

NORTHBOURNE PARISH



FILED PLAN H.M. LAND REGISTRY 5.97

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RF15048 - Annex A

PLAN 1

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PLAN No 2 PARTS
PART B

FILED PLAN

NOTE: AREAS ON THIS PLAN ARE EXPRESSED IN ACRES

BROAD LANE

Bellieshanger Colliery

MINERAL RAILWAY

TRAMWAYS

Allotment Gardens

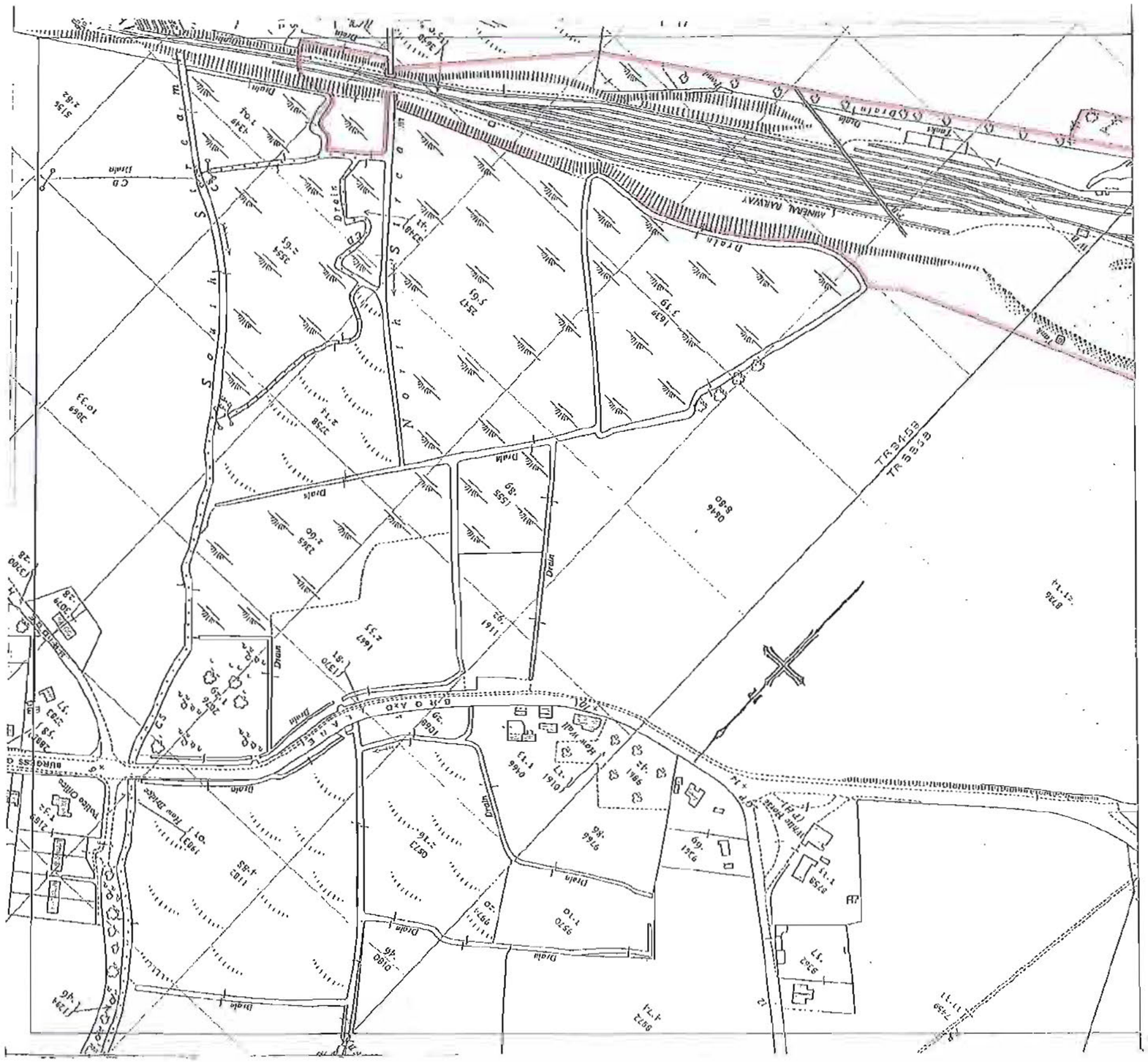
BOUNDARY

reg. 13

Authorised Signatory

Authorised Signatory

PLAN 1


TR 3453
TR 3553
Drain
Track
Stream
Culvert
Pylon
Pylon
Pylon

PLAN 1

RFI5048 - Annex A

Land Registry Official copy of title plan

Title number **K804764**
Ordnance Survey map reference **TR3353SE**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Kent : Dover**

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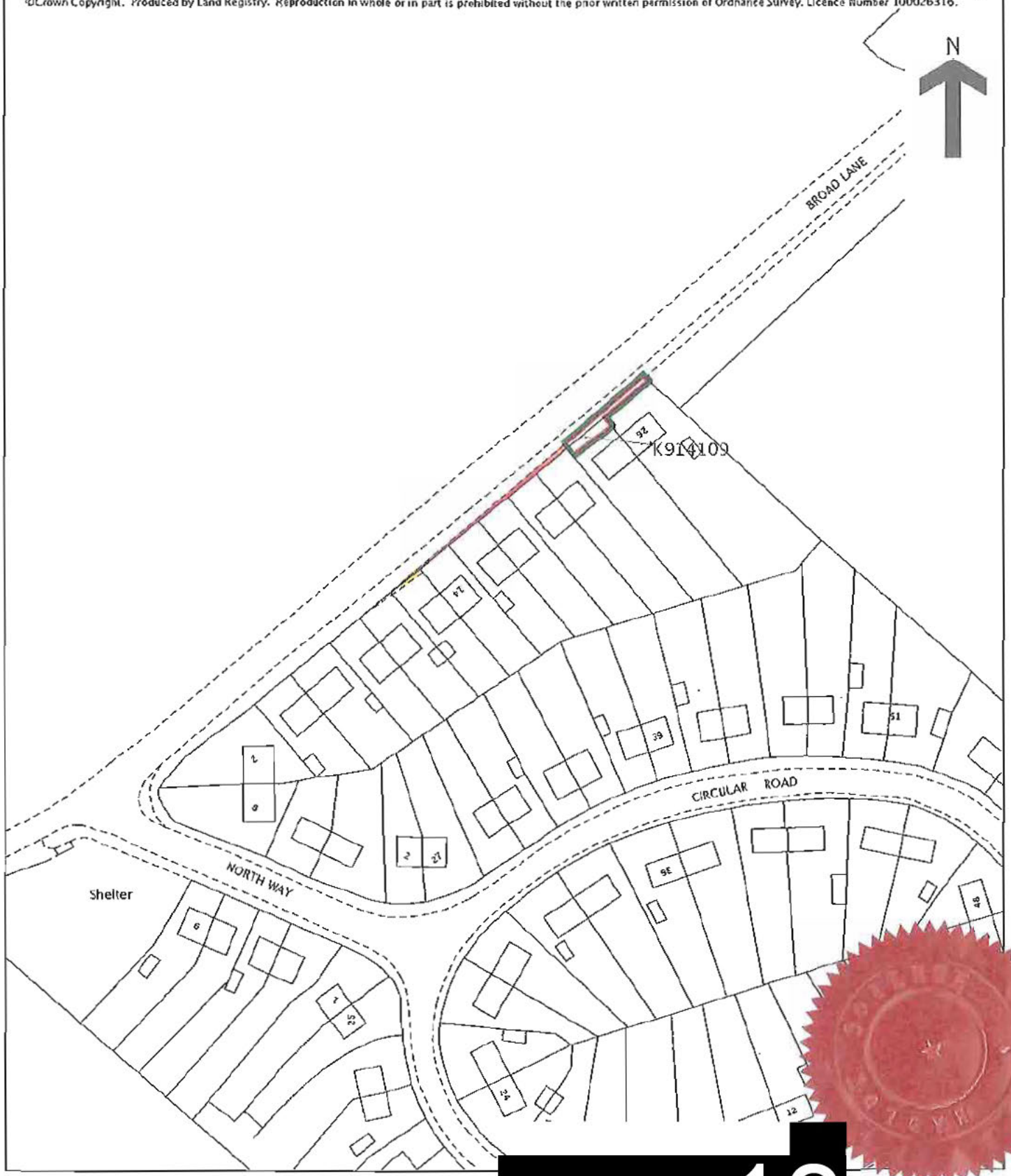

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PLAN 1

RFI5048 - Annex A

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Title number **K535387**
Ordnance Survey map reference **TR3353SE**
Scale **1:2500**
Administrative area **Kent : Dover**

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Land Registry
Official copy of
title plan

Title number K816722
Ordnance Survey map reference
Scale 1:2500
Administrative area Kent: Dover

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H. M. LAND REGISTRY

TITLE NUMBER
K810960

ORDNANCE SURVEY MAP REFERENCE	TR 3553NW		Scale: 1/2500
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H. M. LAND REGISTRY

TITLE NUMBER	
K 799894	

ORDNANCE SURVEY MAP REFERENCE:	TR 3653 TR 3654	Scale:1/2500
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LAND REGISTRY

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RFI5048 LAND 2

RFI5048 - Annex A

H.M. LAND REGISTRY

TITLE NUMBER

K522626

ORDNANCE SURVEY PLAN REFERENCE	TR 3554	Scale 1/2500
COUNTY KENT	DISTRICT DOVER	© Crown

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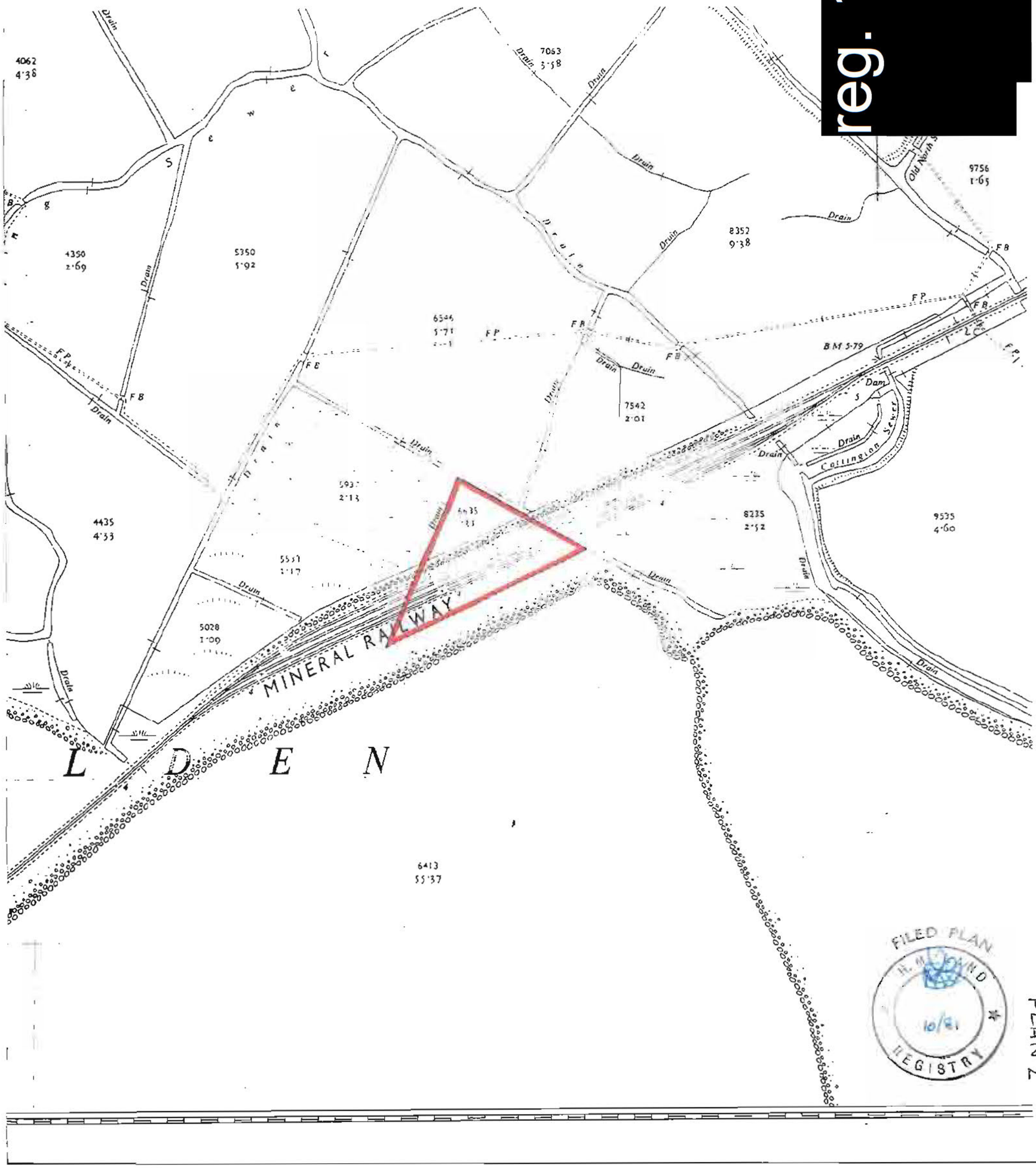

FILED PLAN
H.M. LAND REGISTRY
10/91

PLAN 2

This official copy is incomplete without the preceding notes page.

PLAN 2

RFI5048 - Annex A

Land Registry Official copy of title plan

Title number **K830488**
Ordnance Survey map reference **TR3554SE**
Scale **1:2500**
Administrative area **Kent : Dover**

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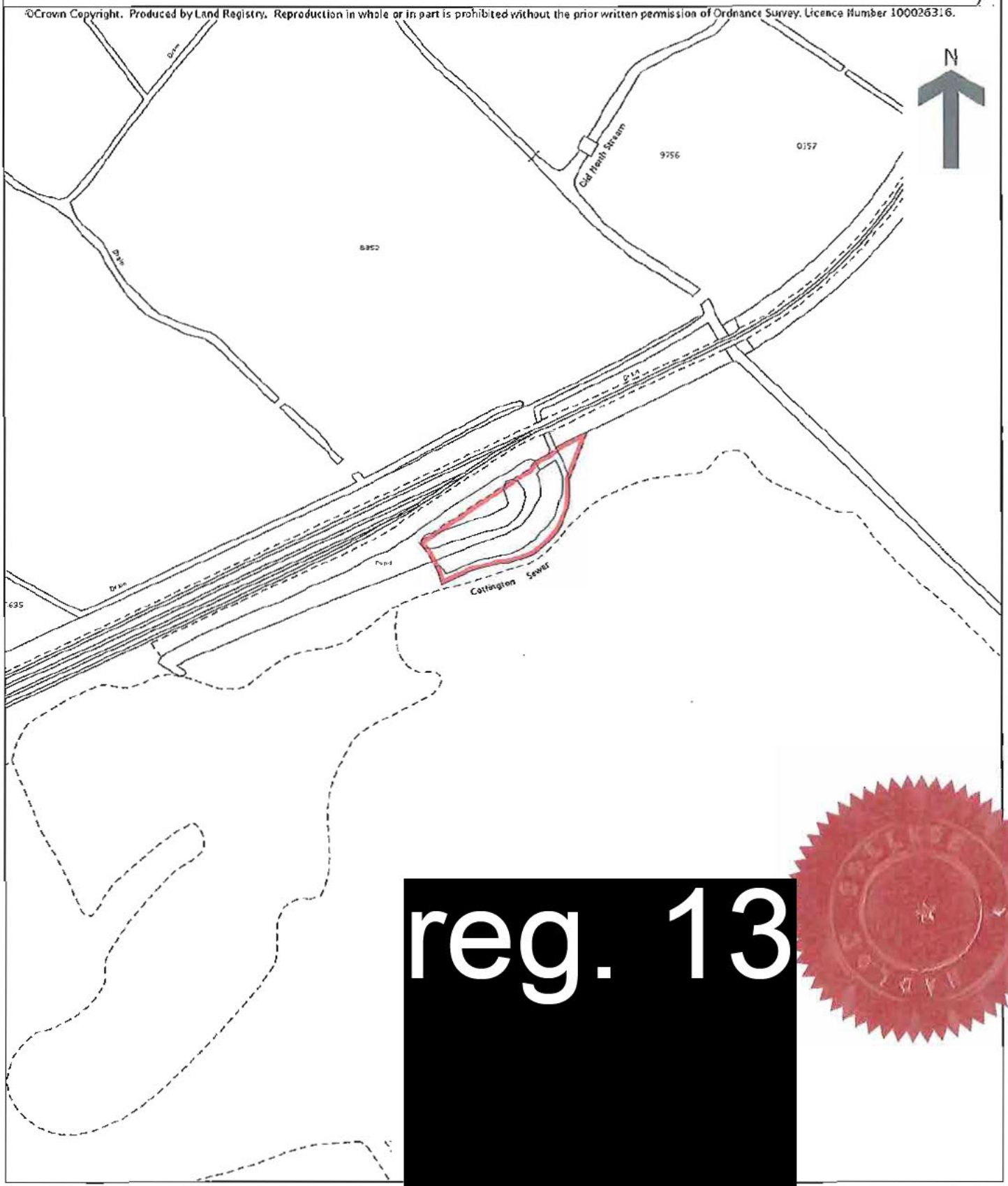


reg. 13

This official copy is incomplete without the preceding notes page.

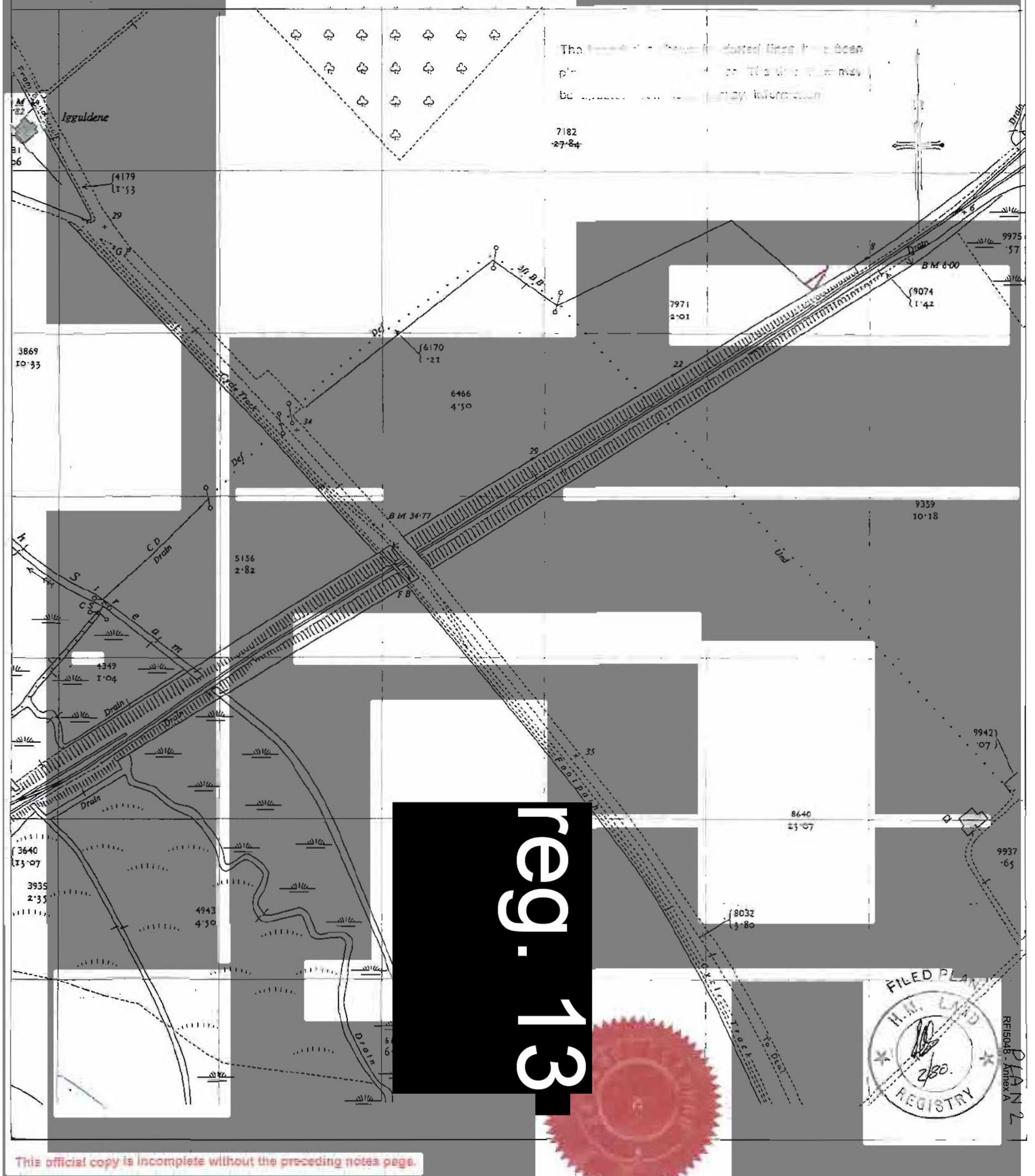
H.M. LAND REGISTRY

TITLE NUMBER
K494672

ORDNANCE SURVEY PLAN REFERENCE	TR 3453	Scale 1/2500
COUNTY KENT	DISTRICT DOVER	© Crown copyright

NOTE: AREAS ON THIS PLAN ARE EXPRESSED IN ACRES AND HECTARES.

The [illegible] dotted lines [illegible] on the ground plan [illegible] on the date [illegible] may be subject [illegible] boundary information



reg. 13.

FILED PLAN
H.M. LAND REGISTRY
2/80.

PLAN 2

RF15048 - Annex A

This official copy is incomplete without the preceding notes page.

PLAN 2

RFI5048 - Annex A

Land Registry Official copy of title plan

Title number **K860361**
Ordnance Survey map reference **TR3453NE**
Scale **1:2500**
Administrative area **Kent : Dover**

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N

1

2

3

reg. 13

[redacted]

South Stream

Fish Ponds

North Stream

Dam

5156

Pump House

Bridge Hill Cottages

Bridge House

Lighthouse

Cottington Court Farm

Pond

Cottington C

This official copy is incomplete without the preceding notes page.

PLAN 2

RFI5048 - Annex A

This official copy is incomplete without the preceding notes page.

reg. 13

M.B. 25

H.M. LAND REGISTRY

Filed Plan of Title No. K281110

Scale

County— KENT

O.S. Sheet TR3954 & TR3654

J. T. & S./S

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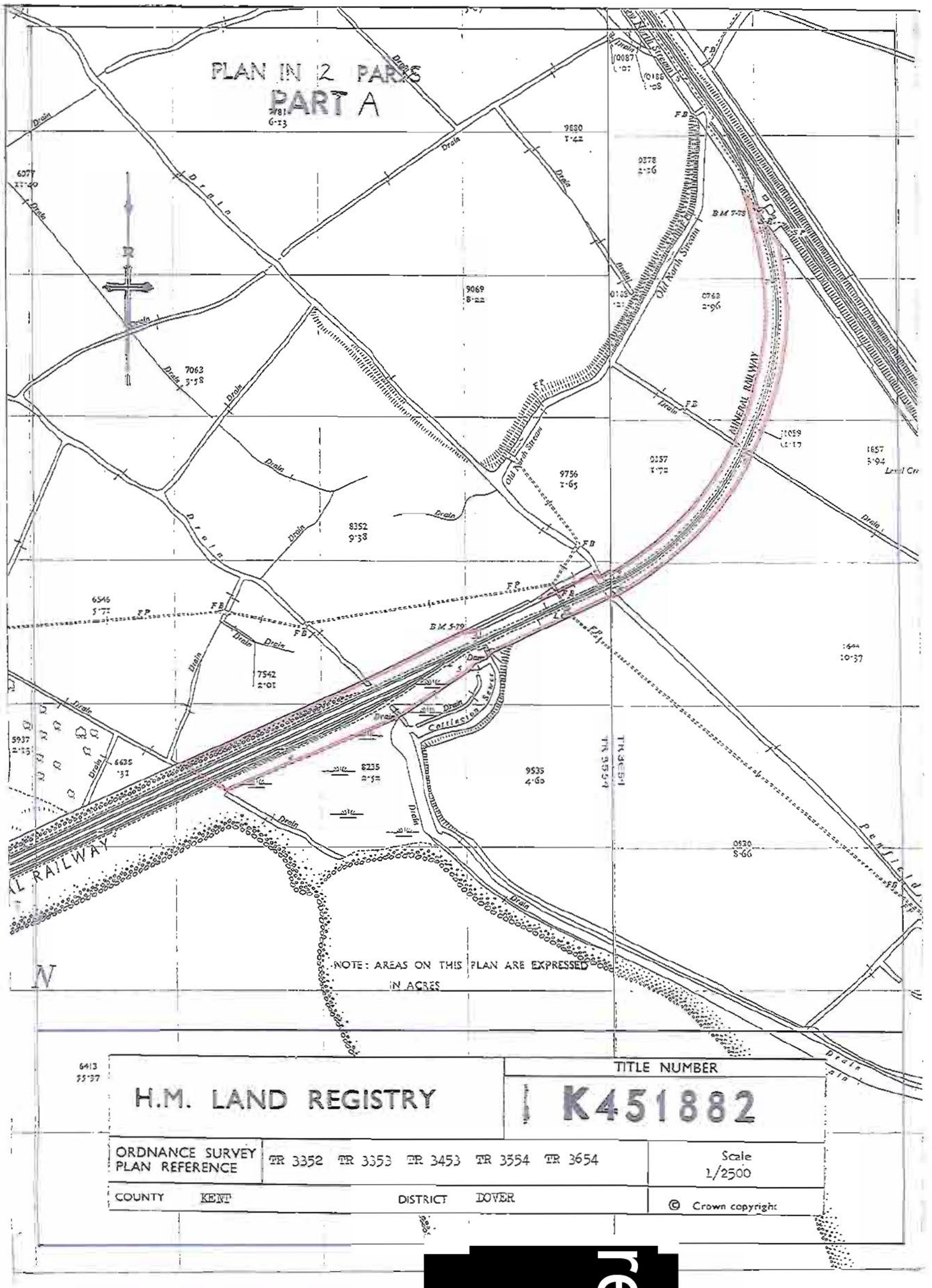
H.M. LAND REGISTRY
3/67
PLANS BRANCH

PLAN IN 2 PARTS

PART A



H.M. LAND REGISTRY	TITLE NUMBER K451882
ORDNANCE SURVEY PLAN REFERENCE	TR 3352 TR 3353 TR 3453 TR 3554 TR 3654 — Scale 1/2500
COUNTY KENT — DISTRICT DOVER	© Crown copyright

This official copy is incomplete without the preceding notes page.

[redacted] reg. 13

PLAN 2
RF15048 - Annex 2

PLAN 3

RFI5048 - Annex A

Playing Field

Produce Packing Plant

Pigg Sta

Pond

CIRCULAR ROAD

NORTH WAY

30.8m

30.4m

24.9m

23.0m

ESS

Shelter

The Gate House

El Sub Sta

Almond House

COLDERS WAY

TCP

Communication Mast

El Sub Sta

Club

Stone

Tanks

ETL

El Sub Sta

Pond

Track

153200

153100

153000

152900

152800

152700

152600

633300

633400

633500

633600

633700

633800

633900

634000

634100

El Sub Sta

22.5m

Park (um)

Biomass Boiler House

Tanks

32.0m

Track

Slurry Pit

reg. 13

Homes & Communities Agency

Spatial and Market Intelligence

Tel. 0300 1234500

Email - spatialintelligence@hca.gsi.gov.uk

www.homesandcommunities.co.uk

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Homes and Communities Agency GD 100047283

TITLE

Proposed Business Park Plots.
Betteshanger.
Deal.
Dover.

N

HTP NO	PCS NO		
-	-		
DRG NO	DATE	SCALE	SIZE
APH1140_A	03.05.2013	1:2500	A3

PURPOSE OF ISSUE	REV.	DATE	INITIALS

These are the notes referred to on the following official copy

Title Number K451882

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

HM Land Registry
Application to change the register

AP1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

HM Land Registry is unable to give legal advice, but you can find guidance on HM Land Registry applications (including our practice guides for conveyancers) at www.gov.uk/land-registry.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

HM LAND REGISTRY USE ONLY
Record of fees paid

Particulars of under/over payments

Reference number
Fees debited £

Where there is more than one local authority serving an area, enter the one to which council tax or business rates are normally paid.

1 Local authority serving the property:
Dover District Council
Full postcode of property (if any):

Enter the title number of each title that requires an entry to be made in that register.

2 Title number(s) of the property:
K451882

Place 'X' in the appropriate box.

Give a brief description of the part affected, for example 'edged red on the plan to the transfer dated .....'.

3 The application affects
[x] the whole of the title(s)
[ ] part of the title(s) as shown:

To find out more about our fees visit www.gov.uk/government/collections/fees-land-registry-guides

Remember restrictions in deeds may apply to other deeds of lower priority in this list, unless you specify otherwise.

4 Application, priority and fees

Applications in priority order	Price paid/Value (£)	Fees paid (£)
Charge	950,000	60.00
Debenture		
	Total fees (£)	60.00

Place 'X' in the appropriate box.

The fee will be charged to the account specified in panel 7.

Fee payment method
[ ] cheque made payable to 'Land Registry'
[x] direct debit, under an agreement with Land Registry

List the documents lodged with this form. We only need certified copies of deeds or documents you send to us with HM Land Registry application forms. Once we have made a copy of the documents you send to us, they will be destroyed, this applies to both originals and certified copies.

5 Documents lodged with this form:

1. Legal Charge 27 March 2018
2. Companies House Certificate
3. Letter re Companies House Certificate
4. RX1
5. Debenture
6. Companies House Certificate
7. 2 X Letters re Companies House Certificates
8. Consent from Homes and Communities Agency (trading as Homes England) in respect of restriction at entry 2 of Proprietorship Register.

Provide the full name(s) of the person(s) applying to change the register. Where a conveyancer lodges the application, this must be the name(s) of the client(s), not the conveyancer.

Complete as appropriate where the applicant is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

6 The applicant:

Betteshandger Sustainable Park Ltd

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:
07687231

For overseas companies
(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

This panel must always be completed.

If you are paying by direct debit, this will be the account charged.

This is the address to which we will normally send requisitions. However if you insert an email address, we will use this whenever possible.

We will only issue warning of cancellation letters to conveyancers if an email address is inserted.

7 This application is sent to Land Registry by

Key number (if applicable): 6261447

Name: Brachers LLP
Address or UK DX box number:

Somerfield House, 59 London Road
Maidstone
Kent ME16 8JH
DX 4806 MAIDSTONE 1

Email address: reg. 13 [redacted] rachers.co.uk
Reference: 96/460/BET6013-6

Phone no: 01622 690691 | Fax no: 01622 681430

Complete this panel if you want us to notify someone else that we have completed this application.

8 Third party notification
Name:
Address or UK DX box number:

Email address:
Reference:

Place 'X' in the appropriate box.

In this and panel 10, each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination

9 The address(es) for service for each proprietor of the registered estate(s) to be entered in the register is

- [ ] the address of the property (where this is a single postal address)
- [ ] the address(es) for service from the transfer/assent
- [X] (for existing proprietors who are remaining in the register) the current address(es) for service in the register
- [ ] the following address(es):

of a postal address, a UK DX box number or an electronic address.

10 Name and address(es) for service of the proprietor of any new charge to be entered in the register:

The Kent County Council
Sessions House
County Hall
Maidstone
Kent
ME14 1XQ

Where a charge has an MD reference we will ignore an address given in this panel unless the charge is in favour of a United Kingdom bank and neither the charge form nor any agreement we have with the lender specifies an address for service.

For permitted addresses see note to panel 9.

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:

For overseas companies
(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

11 Disclosable overriding interests

If this statement applies (i) place 'X' in the box and (ii) enclose Form DI.

Section 27 of the Land Registration Act 2002 lists the registrable dispositions.

Rule 57 of the Land Registration Rules 2003 sets out the disclosable overriding interests that you must tell us about.

☐ This application relates to a registrable disposition and disclosable overriding interests affect the registered estate.

	☐	Reference:

If you are sending an application to give effect to a discharge in Form DS1 or release in Form DS3 for each lender, state in the table below the details of the conveyancer (if any) who represented them.

Where a lender is not represented by a conveyancer you must also complete (2) below.

Place 'X' in the box in the second column if the person or firm who is sending the application to HM Land Registry represented that party in the transaction. Otherwise complete the details in the third column. If the party is not represented insert 'none' in the third column.

Name of lender		Conveyancer's name, address and reference
	☐	Reference:
	☐	Reference:

(2) Evidence of identity

Where any transferor, landlord, transferee, tenant, borrower or lender listed in (1) was not represented by a conveyancer

Place 'X' in the appropriate box(es).

☐ I confirm that I am satisfied that sufficient steps have been taken to verify the identity of

Insert the name of each unrepresented transferor, landlord, transferee, tenant, borrower or lender for whom you give this confirmation.

_____

_____

and that they are the registered proprietor or have the right to be registered as the registered proprietor

Evidence of identity is defined in panel 12. Full details of the evidence of identity that is required can be found in Practice Guide 67 available on the GOV.UK website.

☐ I enclose evidence of identity in respect of each unrepresented transferor, landlord, transferee, tenant, borrower or lender for whom I have not provided the confirmation above

14 Where the application is sent to Land Registry by someone who is not a conveyancer

(1) Details of conveyancer acting

If you are sending an application to register a transfer, lease or charge (ie a mortgage), for each party to each disposition that is to be registered, state in the table below the details of the conveyancer (if any) who represented them.

You must also complete (2) below.

If the party is not represented insert 'none' in the second column.

Name of transferor, landlord, transferee, tenant, borrower or lender	Conveyancer's name, address and reference
	Reference:
	Reference:
	Reference:

If you are sending an application to give effect to a discharge in Form DS1 or release in Form DS3, for each lender state in the table below the details of the conveyancer (if any) who represented them.

You must also complete (2) below.

If the party is not represented insert 'none' in the second column.

Name of lender	Conveyancer's name, address and reference
	Reference:

Reference:

Place 'X' in the appropriate box(es).

Evidence of identity is defined in panel 12. Full details of the evidence of identity that is required can be found in 'Completing the evidence of identity panels on forms AP1, FR1, and DS2' available on the GOV.UK website.

(2) Evidence of identity

☐ for each applicant named in panel 6 is enclosed

☐ for each unrepresented transferor, landlord, transferee, tenant, borrower or lender listed in (1) is enclosed

15

If a conveyancer is acting for the applicant, that conveyancer must sign.

Signature of conveyancer: reg. 13

Date: 24/3/18

OR

If no conveyancer is acting, the applicant (and if the applicant is more than one person then each of them) must sign.

Signature of applicant: _____

Date:

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

[redacted]

From: [redacted]
Sent: 31 May 2019 08:59
To: [redacted]
Cc: reg. 13 reg. 13 reg. 13 ; reg. 13 reg. 13
Subject: RE: [EXTERNAL] RE: Hadlow College - Betteshanger Park [BDO-dms_live.FID6358653] [PM-AC.FID3926546]

OK, I have copied reg. 13 in, in case he available.

Regards

reg. 13 reg. 13 | reg. 13 | Homes England | Tel: reg. 13 | Mob: reg. 13 |

Homes England

#MakingHomesHappen

We're the government's housing accelerator. We have the appetite, influence, expertise and resources to drive positive market change. Find out more and help make this happen.

[redacted]

Homes England was launched by the Secretary of State on 11 January 2018. Homes England is the trading name of Homes and Communities Agency (the legal entity). Please note that our email addresses have changed from hca.gsi.gov.uk to homesengland.gov.uk – although emails sent to our old email addresses will be forwarded for 12-months, it would be appreciated if you would update your records to reflect this change.
Please forward any Freedom of Information Requests to: enquiries@homesengland.gov.uk

Any post should be sent to Homes England Cambridge Office: Eastbrook, Shaftesbury Road, Cambridge, CB2 8BF

From: reg. 13 reg. 13 [mailto:reg. 13 reg. 13 pinsentmasons.com]
Sent: 31 May 2019 08:58
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13
Subject: RE: [EXTERNAL] RE: Hadlow College - Betteshanger Park [BDO-dms_live.FID6358653] [PM-AC.FID3926546]

reg. 13

reg. 13 will send an invite with call details if you let us know who from your side you would like on the call. It'll be me and reg. 13 I can ask reg. 13 to join if you think we need him?

Kind regards

Kind regards

reg. 13 reg. 13
reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

Winner – 'Law Firm of the Year' at The Legal Business Awards 2019

Winner – 'Law Firm of the Year' at The Lawyer Awards 2018

From: reg. 13 reg. 13 [mailto:reg. 13reg. 13 homesengland.gov.uk]
Sent: 31 May 2019 08:41
To: reg. 13 reg. 13
Subject: RE: [EXTERNAL] RE: Hadlow College - Betteshanger Park [BDO-dms_live.FID6358653] [PM-AC.FID3926546]

Yes, shall I set up a concall? If so, who will be joining?

reg. 13 reg. 13 | reg. 13 | Homes England | Tel: reg. 13 | Mob: reg. 13 |

Homes England

#MakingHomesHappen

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[redacted]

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Please forward any Freedom of Information Requests to: enquiries@homesengland.gov.uk

Any post should be sent to Homes England Cambridge Office: Eastbrook, Shaftesbury Road, Cambridge, CB2 8BF

From: reg. 13 [mailto:reg. 13 pinsentmasons.com]
Sent: 30 May 2019 20:03
To: reg. 13
Cc: reg. 13 EXTERNAL
Subject: RE: [EXTERNAL] RE: Hadlow College - Betteshanger Park [BDO-dms_live.FID6358653] [PM-AC.FID3926546]

reg. 13

That would be fine. Would 10.30 am suit you?

Kind regards

reg. 13
for Pinsent Masons LLP

D: M: I:

pinsentmasons.com
www.pinsentmasons.com www.Out-Law.com

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Winner – Turnaround, Restructuring & Insolvency Awards 'Insolvency Law Firm of the Year 2017'

From: reg. 13 <reg. 13 homesengland.gov.uk>
Date: Thursday, 30 May 2019, 5:56 pm
To: reg. 13 <reg. 13 pinsentmasons.com>
Cc: reg. 13 <reg. 13 homesengland.gov.uk>, reg. 13 <reg. 13 pinsentmasons.com>, reg. 13 <reg. 13 DeHaro@pinsentmasons.com>, reg. 13 <reg. 13 homesengland.gov.uk>, reg. 13 <reg. 13 homesengland.gov.uk>, reg. 13 <reg. 13 pinsentmasons.com>, reg. 13 <reg. 13 pinsentmasons.com>
Subject: [EXTERNAL] RE: Hadlow College - Betteshanger Park [BDO-dms_live.FID6358653] [PM-AC.FID3926546]

Thank you reg. 13 If possible could I have a catch up with you reg. 13 tomorrow?

Many thanks

reg. 13 | Homes England | Tel: | Mob:

Homes England
#MakingHomesHappen

We're the government's housing accelerator. We have the appetite, influence, expertise and resources to drive positive market change. Find out more and help make this happen.

[redacted]

Homes England was launched by the Secretary of State on 11 January 2018. Homes England is the trading name of Homes and Communities Agency (the legal entity). Please note that our email addresses have changed from hca.gsi.gov.uk to homesengland.gov.uk – although emails sent to our old email addresses will be forwarded for 12-months, it would be appreciated if you would update your records to reflect this change.
Please forward any Freedom of Information Requests to: enquiries@homesengland.gov.uk

Any post should be sent to Homes England Cambridge Office: Eastbrook, Shaftesbury Road, Cambridge, CB2 8BF

From: reg. 13 reg. 13 reg. 13 [mailto:reg. 13 L.reg. 13 pinsentmasons.com]
Sent: 30 May 2019 14:09
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 EXTERNAL reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: Hadlow College - Betteshanger Park [BDO-dms_live.FID6358653] [PM-AC.FID3926546]

reg. 13

By way of introduction, I am assisting reg. 13 with this matter.

Please find attached a copy of the amended letter (together with enclosures) that we sent to BDO earlier this afternoon and which we attach for your records. We have since received the below email response from reg. 13 reg. 13

For your ease of reference, I have also attached a redline version of the letter showing the amendments that we made prior to sending following your call with reg. 13 and your email of this morning. You will note that reg. 13 has added appropriate wording on the funding / audit point, as you requested. reg. 13 will give you a call to discuss this paragraph and the response from reg. 13 below in due course.

If you have any queries in the meantime, please do not hesitate to get in touch.

Kind regards

reg. 13 reg. 13
reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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Winner – 'Law Firm of the Year' at The Lawyer Awards 2018

From: reg. 13 [mailto:reg. 13 bdo.co.uk]
Sent: 30 May 2019 13:43
To: reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 X reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 realestateadvisory.com; Project Easter _ BR _ Advisory _P0028087_00001_2018_ Investigations
Subject: [EXTERNAL] RE: Hadlow College - Betteshanger Park [PM-AC.FID3926546] [BDO-dms_live.FID6358653]

reg. 13

Many thanks for your email and your time yesterday. I agree that a call would be useful so we can confirm our strategy and I look forward to receiving some suggested times and dates.

As you are aware the reg. 13 ('EA') has a primary duty to avoid or minimise disruption to learners (with specific consideration of learners with special educational needs). The duty to creditors is such so long as it does not interfere with the primary duty. I state this, not to present a barrier to open and constructive engagement, but to make clear at the outset where the EA's immediate focus must be acting in coordination with the FE Commissioner.

I will ask reg. 13 and reg. 13 at Womble Bond Dickinson to consider your letter and respond appropriately, notwithstanding our call.

You may note that I have copied in reg. 13 reg. 13 of Real Estate Advisory who is engaged by the College (acting by the EAs) to conduct a sale process. I will ask him to be on the call.

With respect to investigatory matters, your client should by now have received the creditors' notification letter (with creditors' questionnaire) in which we are asking recipients to consider matters that should be brought to our attention. I suggest we also address this on the call, at least at a high level. Please be assured that understanding the historical use of public (and other funds) is on our radar.

Kind regards

reg. 13
reg. 13

From: reg. 13 <reg. 13 pinsentmasons.com>
Sent: 30 May 2019 12:21
To: reg. 13 <reg. 13 pinsentmasons.com>; reg. 13 <reg. 13 bdo.co.uk>
Cc: reg. 13 reg. 13 <reg. 13 pinsentmasons.com>; reg. 13 reg. 13 <reg. 13 pinsentmasons.com>; reg. 13 reg. 13 <reg. 13 pinsentmasons.com>
Subject: RE: Hadlow College - Betteshanger Park [PM-AC.FID3926546]

Attention: This email originated outside BDO LLP. Please be extra vigilant when opening attachments or clicking links.

reg. 13

Thank you for your time yesterday. As discussed, I attach our letter setting out my client's concerns a copy will also follow by post. I will pull together some suggested availability for a call and send that under separate cover.

I look forward to hearing from you.

Kind regards

reg. 13 reg. 13
reg. 13

for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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PLEASE NOTE: We have amended our Standard Terms of Business to cover the UK leaving the EU. There are limited changes to the data protection provisions. There are equivalent changes proposed for clients with non-standard terms. Please click here for full details of the changes.

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Please forward any Freedom of Information Requests to: enquiries@homesengland.gov.uk

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For information about how we process data and monitor communications please see our Personal Information Charter.

From: reg. 13 reg. 13
Sent: 18 June 2019 08:30
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13
Subject: FW: Meeting with Charlie Elphicke

Hi reg. 13

You may remember that Charlie Elphicke, MP for Dover, wrote to Nick recently expressing his concern about the future of the former industrial coalfield site at Betteshanger in Kent. I recommended that the area team would arrange to meet Charlie and explain the current position and the way forward. We are in touch with Charlie's office about this and, at present, he remains very keen to meet with Nick, as summarised in the note below.

I suggest that we provide Charlie with a more detailed briefing which directly addresses the points of concern and then offer a follow up meeting which would not include Nick. If he remains insistent I'll let you know and perhaps Nick could speak to him on the phone rather than meet.

Many thanks and regards.

reg. 13

T: reg. 13

From: reg. 13 reg. 13 [mailto:reg. 13reg. 13parliament.uk]
Sent: 17 June 2019 16:43
To: reg. 13 reg. 13
Subject: Meeting with Charlie Elphicke

Dear reg. 13

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Best wishes

reg. 13

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[redacted]

From: [redacted]
Sent: 18 June 2019 09:26
To: [redacted] reg. 13 reg. 13 reg. 13
Subject: FW: Meeting with Charlie Elphicke

See below. As I have been away I will give one of you a ring shortly. Apparently I have con call with Pinsents at 10 am and one at 12.30 with Hadlow.

reg. 13 reg. 13 | reg. 13 [redacted] | Homes England | Tel: reg. 13 [redacted] | Mob: reg. 13 [redacted] |

Homes England

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[redacted]

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Any post should be sent to Homes England Cambridge Office: Eastbrook, Shaftesbury Road, Cambridge, CB2 8BF

From: reg. 13 reg. 13
Sent: 18 June 2019 08:51
To: reg. 13 reg. 13
Subject: FW: Meeting with Charlie Elphicke

reg. 13

Welcome back !! I hope that you had a good trip and I look forward to hearing all about it.

Charlie is being rather frustrating about this (because the political stakes are high and he must been seen to be engaging at high level). It would be very helpful if you could amend your briefing note to send to him and address the points below. I have already explained the title restrictions on the site but we don't own it so we cannot block the sale or make it conditional as he suggests in the note.

I'm very conscious that we need to pass this over to reg. 13 reg. 13 and reg. 13 reg. 13 so we need to engage them in this process.

I'll give you a call later.

Thanks and regards.

reg. 13

From: reg. 13 reg. 13
Sent: 18 June 2019 08:30
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13
Subject: FW: Meeting with Charlie Elphicke

Hi reg. 13

You may remember that Charlie Elphicke, MP for Dover, wrote to Nick recently expressing his concern about the future of the former industrial coalfield site at Betteshanger in Kent. I recommended that the area team would arrange to meet Charlie and explain the current position and the way forward. We are in touch with Charlie's office about this and, at present, he remains very keen to meet with Nick, as summarised in the note below.

I suggest that we provide Charlie with a more detailed briefing which directly addresses the points of concern and then offer a follow up meeting which would not include Nick. If he remains insistent I'll let you know and perhaps Nick could speak to him on the phone rather than meet.

Many thanks and regards.

reg. 13

T: reg. 13

From: reg. 13 reg. 13 [mailto:reg. 13reg. 13parliament.uk]
Sent: 17 June 2019 16:43
To: reg. 13 reg. 13
Subject: Meeting with Charlie Elphicke

Dear reg. 13

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From: [redacted]
To: reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: Con call without prejudice
Date: 18 June 2019 10:16:59
Attachments: image003.png
image004.jpg
image005.png
image006.jpg

It will be an open discussion. Homes England has written to BDO and the acting Principal recently, so anything that will address the concerns stated in this letter will no doubt be welcome. Ideally working together towards a satisfactory outcome would be preferable to ensure the project continues.

Best wishes

reg. 13 reg. 13 | reg. 13 | Homes England | Tel: reg. 13 | Mob: reg. 13 |

[redacted]

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cid:image002.jpg@01D4711A.7F0947B0

[redacted]

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-
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From: reg. 13 reg. 13 [mailto reg. 13 reg. 13 realestateadvisory.co.uk]
Sent: 18 June 2019 10:13
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13
Subject: Re: Con call without prejudice

reg. 13

Thank you for confirming. Do you know if there is an agenda or what your colleagues would like to discuss today?

I look forward to hearing from you.

Kind regards

reg. 13

[redacted] reg. 13
reg. 13

Real Estate Advisory Services Ltd
Elm House, 10 Fountain Court, New Leaze, Bradley Stoke, Bristol BS32 4LA
Tel: reg. 13
www.realestateadvisory.co.uk

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From: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Date: Tuesday, 18 June 2019 at 10:02
To: reg. 13 reg. 13 <reg. 13 reg. 13 betteshangerparks.co.uk>, reg. 13 reg. 13 <reg. 13 reg. 13 realestateadvisory.co.uk>
Subject: Con call without prejudice

Dear both

My apologies for my earlier e mail. I have been away and was out all day yesterday so had not been able to catch up on e mails.

I have handed this matter over to my colleagues reg. 13 reg. 13 and reg. 13 reg. 13 who are very experienced handling legacy projects including dowry funded projects. They will be joining the call this lunchtime. Due to other pressures I will not be joining but will be available for background historic support if requested.

Regards

reg. 13 reg. 13 | reg. 13 | Homes England | Tel: reg. 13 | Mob: reg. 13 |

[redacted]

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[redacted]

From: reg. 13 reg. 13
Sent: 18 June 2019 10:05
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: Meeting with Charlie Elphicke

reg. 13

Many thanks.

reg. 13

From: reg. 13 reg. 13
Sent: 18 June 2019 09:59
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: Meeting with Charlie Elphicke

reg. 13

I have discussed with reg. 13 and he will take this over completely from now on as I simply cannot manage this on top of the other projects I am managing. There is a con call with Pinsents and BDO, Hadlow's administrators, at 12.30 which reg. 13 and reg. 13 will join.

reg. 13 will discuss with reg. 13 an updated briefing note for Nick.

Regards

reg. 13 reg. 13 | reg. 13 | Homes England | Tel: reg. 13 | Mob: reg. 13 |

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From: reg. 13 reg. 13
Sent: 18 June 2019 08:30
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13
Subject: FW: Meeting with Charlie Elphicke

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Best wishes

reg. 13

[redacted]

From: [redacted]
Sent: 18 June 2019 13:09
To: [redacted] reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: Hadlow Discussion

yes

From: reg. 13 reg. 13 [mailto:reg. 13reg. 13 pinsentmasons.com]
Sent: 18 June 2019 13:08
To: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: Hadlow Discussion

Shall we dial back in on the same details for a quick follow up?

Kind regards

reg. 13 reg. 13
reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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Winner – 'Law Firm of the Year' at The Lawyer Awards 2018

-----Original Appointment-----
From: reg. 13 reg. 13 [mailto:reg. 13reg. 13 homesengland.gov.uk]
Sent: 17 June 2019 08:57
To: reg. 13 reg. 13 reg. 13 reg. 13 (Banking & Restructuring); reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: [EXTERNAL] Hadlow Discussion
When: 18 June 2019 12:30-13:00 (UTC+00:00) Dublin, Edinburgh, Lisbon, London.
Where: Skype Meeting

.....

→ Join Skype Meeting

Trouble Joining? Try Skype Web App

reg. 13 English (United Kingdom)

Forgot your dial-in PIN? | Help

INSTRUCTIONS FOR EXTERNAL PARTIES

Click Join Lync Meeting and follow the instructions to install the Lync Web App plug-in.

Use the built-in computer microphone and speaker or a connected headset for audio and a web-cam to share video.

Note: You may need to contact your IT department if you do not have permission to install the plug-in.

Alternatively , you may dial into the conference number above which will give you voice access only to the meeting.

[!OC([1033])!]

.....

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From:
Sent: 19 June 2019 10:44
To:
Cc:
Subject: RE: Meeting with Charlie Elphicke
Attachments:

reg. 13

Generally a good note, thank you. I have contact at HLF (not sure about your reference to NHMF?) which is reg. 13 Her details are attached and I have spoken a few times with her recently. They have written to the administrators threatening to claw back funds if the visitor centre does not complete.

Regards

reg. 13 | Homes England | Tel: | Mob: |

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From: reg. 13 reg. 13
Sent: 19 June 2019 08:54
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: Meeting with Charlie Elphicke

reg. 13

reg. 13 and I joined the call yesterday with the administrator – most of which was useful to understand their position.

reg. 12(5)(b)

I know reg. 13 has already responded to Charlie but he has followed up. In short I think it would help if the response to the MP came from Nick, if the MP wants to meet Nick then I would suggest Nick responds to that request in writing and addresses his points. Something along the lines of the attached draft.

reg. 13 reg. 13 and reg. 13 may have some additional points to make – feel free to amend the attached.

reg. 13 the administrator wants to separately pick up the history with you directly and any documentary evidence that confirms the governance/conduct that has been at the college / park.

Happy to discuss.

KR
reg. 13

From: reg. 13 reg. 13
Sent: 18 June 2019 14:25
To: reg. 13 reg. 13 reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: Meeting with Charlie Elphicke

Dear reg. 13

reg. 13 reg. 13 and reg. 13 reg. 13 will take this forward as I am currently busy on a number of other projects. They are fully up to date.

Best wishes

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From: reg. 13 reg. 13
Sent: 18 June 2019 14:21
To: reg. 13 reg. 13
Cc: [redacted]
Subject: RE: Meeting with Charlie Elphicke

Hi reg. 13

Many thanks for the update, this is really helpful to know.

I agree with your suggestion, we should pull together a briefing which specifically responds to Charlie's three key points/asks. If he's still insistent then we can see about a meeting with Nick. Would it help if this briefing came from Nick?

Thanks again,

reg. 13

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To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13
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[redacted]

From: reg. 13 reg. 13
Sent: 19 June 2019 10:42
To: reg. 13 reg. 13 reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: Meeting with Charlie Elphicke

reg. 13

Many thanks, this looks fine.

Kind regards.

reg. 13

From: reg. 13 reg. 13
Sent: 19 June 2019 08:54
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
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reg. 12(5)(b) [redacted]

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Best wishes

reg. 13

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Proposed letter from Nick W.

Dear Charlie,

Betteshanger Country Park

I refer to recent correspondence regarding the above and the situation which has developed at Betteshanger Country Park.

As you are aware, we have looked at the background and it is important to stress that the site was transferred to Hadlow College in July 2013 with an endowment to provide for its long term management as a country park and as was standard practice there were no trailing wires, so Homes England has limited recourse should the college administration leave no funds available for recovery.

As you are aware, administrators have been appointed by the Department for Education to resolve the situation at the college, something we understand is a first under the provisions of the Further Education Act of 2017. We have held discussions with the administrators and understand that they are primarily concerned with the college and ensuring continued education provision and as such their administration does not extend to the subsidiary company which owns and manage the site, Betteshanger Sustainable Park Limited.

We further understand that the administrators view this and other subsidiary companies as potential asset and as such are seeking to dispose of these to reduce the number of non-education subsidiaries that the college owns and also free up resources for the core teaching function.

The provisions of the endowment agreement and funding advanced were specifically to provide for the continued management and operation of the country park and a visitors centre and the controls to ensure this occurs are in the form of direct contractual obligations protected by restrictions on title to seek to ensure that continued use. The agents for the administrator have ensured that these provisions are made known to interested parties looking to take ownership of the site. As a consequence, Homes England is not in a position to veto any sale provided that the purchaser enters into a direct covenant to continue these uses.

Therefore in respect of your three concerns I would respond as follows;

1. **The Visitor Centre building is completed within a year of the site's disposal.** This is outside of Homes England's control although we would hope that any purchaser entering covenants to provide a visitors centre will continue with the works to see it to completion. We further understand that the new centre was part funded by heritage lottery funding and as such colleagues in the National Heritage Memorial Fund may have additional remedies to enforce this aspect. We will liaise with the NHMF in any event as we seek to understand the position and use of funds by the college.

2. **The Country Park is properly maintained and remains open to the public.** The covenants that were imposed under the transfer to the college include obligations to this effect and again we assume that any purchaser when they enter into the requisite deed of covenant with the agency will observe the same. We understand from discussions with the administrator that at present the park remains open as usual, although they have also confirmed that they are concerned to ensure any sale proceeds swiftly to provide for future management of the park.

3. **Development of the Colliery site for housing is brought forward swiftly and construction starts within two to three years.** Homes England are unable to impose any further obligations on the site or its potential owners and the future use of the site will be for the new owner to determine, although this will require further discussions with Homes

England as it will require consent to any change of use. Given the mandate of Homes England to increase housing supply, we will of course be willing to explore such development aspirations with any new owner to facilitate housing development as necessary.

I appreciate that the above does not provide the full assurances that you have sought, however we continue to monitor the situation in respect of the Country Park and will take further steps to understand the impacts of the administration on the future management of the park as things progress. Colleagues in my Contingent Assets and Liabilities team will continue to look into this matter and keep me briefed as things develop.

Kind regards

Nick W

From: Nick Walkley <Nick.Walkley@homesengland.gov.uk>
Sent: 26 June 2019 08:00
To: reg. 13 reg. 13 reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: Re: Meeting with Charlie Elphicke

Thanks - let's get the letter sent

Nick Walkley
CEO Homes England

From: reg. 13 reg. 13 <reg. 13reg. 13 homesengland.gov.uk>
Sent: Tuesday, June 25, 2019 7:38:29 PM
To: reg. 13 reg. 13 reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: Meeting with Charlie Elphicke

Nick
I have reviewed the letter and consider it good to go if you want to get it out quickly.
reg. 13

On 25 Jun 2019 13:20, reg. 13 reg. 13 <reg. 13reg. 13 homesengland.gov.uk> wrote:
reg. 13 /reg. 13

I understand that the MP has been in contact again chasing our response to his request to meet with Nick.

I have drafted the attached which I think should go from Nick, can you turn it into a letter from him please, assuming he agrees.

I am happy to discuss any aspects with him if needs be.

Thanks

reg. 13

From: reg. 13 reg. 13
Sent: 18 June 2019 09:59
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: Meeting with Charlie Elphicke

reg. 13

I have discussed with reg. 13 and he will take this over completely from now on as I simply cannot manage this on top of the other projects I am managing. There is a con call with Pinsents and BDO, Hadlow's administrators, at 12.30 which reg. 13 and reg. 13 will join.

reg. 13 will discuss with reg. 13 an updated briefing note for Nick.

Regards

reg. 13 reg. 13 | reg. 13 | Homes England | Tel: reg. 13 | Mob: reg. 13 |

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Please forward any Freedom of Information Requests to: enquiries@homesengland.gov.uk

Any post should be sent to Homes England Cambridge Office: Eastbrook, Shaftesbury Road, Cambridge, CB2 8BF

From: reg. 13 reg. 13
Sent: 18 June 2019 08:30
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13
Subject: FW: Meeting with Charlie Elphicke

Hi reg. 13

You may remember that Charlie Elphicke, MP for Dover, wrote to Nick recently expressing his concern about the future of the former industrial coalfield site at Betteshanger in Kent. I recommended that the area team would arrange to meet Charlie and explain the current position and the way forward. We are in touch with Charlie's office about this and, at present, he remains very keen to meet with Nick, as summarised in the note below.

I suggest that we provide Charlie with a more detailed briefing which directly addresses the points of concern and then offer a follow up meeting which would not include Nick. If he remains insistent I'll let you know and perhaps Nick could speak to him on the phone rather than meet.

Many thanks and regards.

reg. 13

T: reg. 13

From: reg. 13 reg. 13 [mailto:reg. 13reg. 13parliament.uk]
Sent: 17 June 2019 16:43

To: reg. 13 reg. 13
Subject: Meeting with Charlie Elphicke

Dear reg. 13

Thank you for calling me earlier. I have discussed it with Charlie and he remains very keen for a meeting with Nick Walkley.

I passed on the information you gave me, but he wants to know that Homes England will not approve the sale to any person unless there is a commitment in writing that:

1. The Visitor Centre building is completed within a year of the site's disposal.
2. The Country Park is properly maintained and remains open to the public.
3. Development of the Colliery site for housing is brought forward swiftly and construction starts within two to three years.

Charlie says he is very concerned about the value-for-money implication of the £6 million which appears to have been irretrievably lost. And he does wish to meet Mr Walkley as the responsible accounting officer in order to discuss the value-for-money implications and explore how taxpayer value may best be captured.

Best wishes

reg. 13

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From: [redacted]
To: reg. 1
Cc: reg. 13
Subject: FW: reg. 1 Brief 27 June 2019 Betteshanger
Date: 27 June 2019 10:38:12
Attachments: Betteshanger Brief 30 May 2019 Final.docx
Proposed letter from reg. 13 draft v2.docx
image003.jpg
Appendix B BetteshangerG4Plan.pdf
image004.png
image001.png
image002.png

reg. 1

Fyi, I am off tomorrow and Monday Reg 13 reg. 1 and reg. 1 are seeing the MP on Monday so I have briefed them further upon Reg 13 request. Hopefully this provides further useful background for you and reg. 13

Regards

reg. 13 reg. 13 | reg. 13 | Homes England | Tel: reg. 13 | Mob: reg. 13 |

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cid:image002.jpg@01D4711A.7F0947B0

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Please forward any Freedom of Information Requests to: enquiries@homesengland.gov.uk

Any post should be sent to Homes England Cambridge Office: Eastbrook, Shaftesbury Road, Cambridge, CB2 8BF

From: reg. 13 reg. 13
Sent: 27 June 2019 10:35
To: reg. 1 reg. 1 (reg. 1 reg. 13 homesengland.gov.uk)
Subject: FW: [redacted] Brief 27 June 2019 Betteshanger

By way of background. reg. 1 and reg. 1 are seeing the local MP on Monday. The wanted me to join them but Reg 13 for a few days so I have Friday and Monday off so got dispensation.

Just to keep you in the loop.

Regards

reg. 13 reg. 13 | reg. 13 | Homes England | Tel: reg. 13 | Mob: reg. 13 |

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cid:image002.jpg@01D4711A.7F0947B0

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Please forward any Freedom of Information Requests to: enquiries@homesengland.gov.uk

Any post should be sent to Homes England Cambridge Office: Eastbrook, Shaftesbury Road, Cambridge, CB2 8BF

From: reg. 13 reg. 13
Sent: 27 June 2019 10:32
To: reg. 1 reg. 13
Subject: [redacted] Brief 27 June 2019 Betteshanger

reg. 1

As discussed, I attach the briefing note that reg. 1 reg. 13 compiled with input from me and legal together with the letter reg. 1 reg. 13 prepared for Nick earlier this week as well as a plan clearly showing the two distinct parcels. I believe this should provide you with a comprehensive overview.

In bullet points I highlight the salient points and also provide on what I think the MP is after:

1. **Site**: Total site 121 hectares , 111 hectares Country Park, the rest 10 hectares of services business plots, drainage systems, park landscape.

2. **Current Status:** Country Park is open, new visitor centre is 88% complete with £3 million funding gap. Heritage Lottery Fund (HLF) as co funders of the new visitor centre have written to the administrators BDO and suggested they may claw back funds if the visitor centre is not completed. They have intimated they may have additional funds if they have comfort about the future of the scheme. Old visitor centre comprising portakabins still up and running.

3. **MP Ask:** Homes England has been asked by the MP to rescue the project by enforcing its legal powers to keep the site running in line with the Dowry arrangement for the site. reg. 12(5)(b) [redacted]

4. **MP Objectives:** MP's aim is to rescue the Country Park and sell the serviced business plots for housing. This has two underlying objectives for him:

   a. To generate funds to rescue the Country Park
   b. To unlock potential for 3,500 homes in multiple ownership between the Country Park and North Deal to the east of the site, mainly promoted by Quinn Estates. Selling the business plots at Betteshanger may assist building a new relief road as well as build a maximum of 150 on the business plots which would unlock the 3.500 potential homes, currently not in the Local Plan but likely to be promoted under current Local Plan Review. I have spoken to the Council Planning department who may provide me a bit more detail on this for me later on today but I suspect not more of substance will emerge.

5. **Homes England Response:** Reg 13 [redacted] However, Homes England should consider agreeing to a sale of the Business Plots (currently intended for a new campus/incubation units) if it helps the Country Park project but also secures additional housing for the district in a sustainable fashion in line with NPPF guidelines. Infrastructure funding may assist.

6. **Risks of re acquisition:**

   a. reg. 12(5)(e) [redacted]

7. **Local market and political intelligence:**

   a. Dover is struggling to maintain 5 year supply especially with very slow build at Whitefield (about 90 of 6,000 units so far completed) which we have supported with over £10 million loan fund (now re paid) to the developer for a new rounadabout (completed summer last year) and further supported with the Bus Rapid Transport link with the recent HIF successful bid.
   b. Betteshanger itself will only support a maximum of 150 units and viability will be marginal as it is surrounded by various ecological features including marshland with RAMSAR designation. To give a sense of land price, reg. 12(5)(e) [redacted]
   c. There will be strong local opposition to any housing especially from the mining community who want the see the current planning allocation for education on Betteshanger secured and realised. Further opposition will be in Deal as unlocking 3,500 units will have a disproportional impact on a small town.
   d. Dover's planners are concerned about the many issues surrounding the 3,500 units, due to land being in multiple ownership, nature designation, viability and highway capacity issues. Whilst Quinn Estates are promoting some of it, not all landowners appear willing or are engaged.

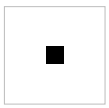
Hope this gives you a good steer.

Please note I am on leave tomorrow and Monday but anything you need, send me a text or leave me a message and I will call you.

Best wishes

reg. 13 reg. 13

reg. 13 reg. 13 | reg. 13 [redacted] | Homes England | Tel: reg. 13 [redacted] | Mob: reg. 13 [redacted] |



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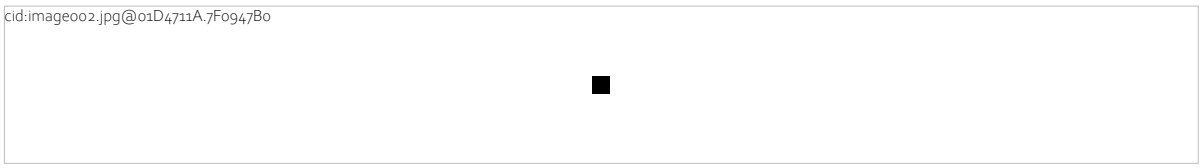

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SHOLDEN CP

Fowlmead Country Park

NE CP

Hacklinge

Homemead Farm Cottage

Homemead Farm

Hacklinge Farm

Sluice

Dam

Track

1m

Co Const Sdy

West Street Cottages

Stone

West Street

Westhill House

Mercer's Farm

Piggery

Finglesham Farm

Finglesham

Lower Farm

Marley

Marley Farm

Howe Wall Farm

How Bridge

Norwood

PH

MS

GP

Foulmead Farm

Produce Packing Plant

Drove House

Playing Field

Ppg Sta

Mast

El Sub Sta

Fittermouse

Biomass Boiler House

The Lodge

Path

Path & Cycle Track

Cottington Court Farm

Aldervai Grange

Pit (disused)

Chalk Pit Cottages

Hull Cottage

Hull Place

Nurseries

Sholden Downs

Visitor Centre

Mineral Railway (dis)

Sandhills Caravan Park

LC

FB

Legend

Bettshanger Business Park

Fowlmead Country Park

Homes & Communities Agency

Spatial Intelligence

Tel: 0300 1234500
Email - spatialintelligence@hca.gsx.gov.uk
www.homesandcommunities.co.uk

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Homes and Communities Agency GD 100024393

TITLE
Bettshanger Business Park and Fowlmead Country Park

N

DRG NO	DATE	SCALE	SIZE
DJM509	17/02/2011	1:9000	A3

PURPOSE OF ISSUE	REV.	DATE	INITIALS

Betteshanger Brief 30 May 2019

Purpose of this briefing

The purpose of this briefing is to set out the issues facing Homes England of an administrator (BDO) being appointed at Hadlow College under the new special administration regime for FE colleges.

Executive summary

As a result of the administration of the College, and in particular given the statutory objective of the special administrator to protect students' education rather than creditors' interests:

- there is a high risk that the College will default on its maintenance and management obligations in the funding agreement between Homes England and the College in respect of the Betteshanger Country Park (the "Site"). The funding agreement records that a dowry of £5M was provided by Homes England to the College in 2013 in respect of those obligations;
- If the administrator sells the Site, Homes England will want to ensure as far as it is possible to do so, that the Site continues to be used as a country park. We understand that the administrator has appointed an agent with an instruction to market the Site and dispose of it by 31 July 2019;
- The Visitor Centre at the Site, which is about 85% complete, will not be built out.

The special administration regime

The special administration regime for FE colleges is novel and the legislation providing for it (Education Administration Rules 2018 and the Further Education Bodies (Insolvency) Regulations 2018) only came into force on 31 January 2019. As far as we know, this is the first education administration under the new regime.

This regime differs from other insolvency regimes in that the objective of an education administration is learner protection (avoiding or minimising disruption to the studies of existing students of an insolvent FE college), rather than protecting the interests of creditors. There is still a requirement on the administrator to achieve the best result for the further education body's creditors as a whole, but only so far as is consistent with the objective of the education administration.

The education administrator is required to develop proposals in order to achieve the objective of the education administration. The means by which the education administrator may achieve that objective include:

(a) rescuing the further education body as a going concern,

(b) transferring some or all of its undertaking to another body,

(c) keeping it going until existing students have completed their studies, or

(d) making arrangements for existing students to complete their studies at another institution.

Contractual position

In 2013, Homes England transferred the Site to Hadlow College and entered into a funding agreement with Hadlow College.

The Funding Agreement documented the payment of a capital contribution or 'dowry' payment of £5M to the College, for the purpose of aiding Hadlow College to manage and maintain the Site. The Funding Agreement contained obligations on the College to do so.

The Site is owned by Hadlow College. Betteshanger Country Park Ltd (BCP) is a wholly owned subsidiary of Hadlow College and is the operating company responsible for the management of the 250-acre Country Park. It is believed that the Homes England dowry and other funding was passed to BCP and other subsidiaries by the College. BCP and other subsidiaries are believed to be insolvent though we are not aware of the appointment of any IP and there is no mention of insolvency on the Register of Companies. It is unclear whether any of the subsidiary companies would be subject to the Special Administration Regime, and more probably the usual insolvency rules would apply.

Homes England has registered a restriction on the Land Registry title for the Site which effectively means that any new purchaser who wants to register the Site in their name must provide Homes England with a deed of covenant obliging them to covenant that they will only use the Site for the 'Country Park Permitted Use' as set out in the transfer from Homes England to the College.

Homes England is seeking an urgent meeting with the administrator to understand his intentions for the site. In particular, we have asked the administrator for clarification as a matter of urgency as to:

- the basis upon which the site is being marketed for sale
- confirmation that any marketing is in accordance with the terms of the Funding Agreement (including requiring a deed of covenant in favour of Homes England to observe and perform the obligations in the funding agreement).
- confirmation that following transfer the land may only be used for the 'Country Park Permitted Use'.

As a result of its financial difficulties, the College decided to cease all construction and work on the new visitor centre at the Site (the "New Visitor Centre"). The New Visitor Centre is about 85% complete. The Funding Agreement does not impose a legal requirement on Hadlow College to complete the construction of the New Visitor Centre.

1. Historic Background

Betteshanger comprises 121 hectares of land, currently a fully functioning Country Park (former slag heap) and serviced business plots (former pit head).

The site received £20 million investment under the National Coalfields Programme (run by English Partnerships) but delivered by SEEDA to turn the former colliery into a new site for commercial development, including full electricity and power supplies, water, drainage and new estate and service roads, enabling occupiers to construct new buildings to suit their operational needs. The Country Park was created on the former spoil tip following a major soil improvement programme, significant tree planting, creation of new nature areas, cycling and walking routes, the opening of a visitor centre with bike hiring facilities with on-site staff.

All site works were completed by SEEDA in 2008 and the site was then actively and continuously promoted on the open market for sale. Whilst there were a number of enquiries for individual development plots these were insubstantial (i.e. lorry park and caravan site) and have been constrained by the lack of development finance and compounded by the persistent economic uncertainty. There were no enquiries for the entire site**.** This reflected the very challenging state of the property market generally, and, in particular, the series of market related setbacks in East Kent as a direct result of the recession, including the closure of the Pfizer research and manufacturing facility at Sandwich in 2010 with the loss of approximately 2,500 jobs and the decision to postpone the future expansion plans for the Port of Dover at the time. Whilst the former Pfizer site is now within an Enterprise Zone with almost 2,000 jobs retained to former Pfizer suppliers and spin offs, the East Kent commercial and residential market remains challenging.

2. Sale to Hadlow College

Following the wind up of RDAs, their assets including this site were transferred to Homes England in 2011 who tool on responsibility for delivering the site. A review of the disposal options with Homes England's local partners, and in particular Dover District Council was undertaken and it was agreed to concentrate on a disposal of the site as a whole, valued at a £1. This kept the integrity of the site and provides the optimum long term property management solution and would also result in an immediate saving of reg. 12(5)(e) per year for site security, maintenance and estate management costs incurred by Homes England.

A procurement exercise led to the selection of Hadlow College(a Further and Higher Education college based in Kent with satellites in London) as the preferred bidder. At the time, the College was actively searching for a new campus site in East Kent for its agricultural land based curriculum particularly following the closure of Wye College campus to concentrate on its activities in London. Hadlow at the time had an excellent track record both in terms of financial stewardship and educational attainment with an Ofsted 'outstanding' ranking in 2010 for their existing operations in West Kent. Approval was obtained in February/March 2013 from MHCLG and HMT for the disposal of the site to Hadlow College with a dowry for the ongoing management of the country park only. The development platform was to be developed as a new campus. At the time, the policy direction from MHCLG was that endowments should come with no trailing wires therefore no overage was attached to the endowment and country park although overage did apply to the development platform.

Following lengthy negotiations and due diligence, the site was eventually sold to Hadlow College on 24 July 2013 with a dowry of £5 million to look after the Country Park for 30 years. This was paid over as a lump sum. The College had also secured other public funding to replace the visitor centre (porta kabins) including £4 million from the Heritage Lottery Fund (HLF). Other funds were secured for the Business Park end to develop the new campus and incubation units.

3. Hadlow College – progress to date/financial difficulties

Since the sale to the College in 2013, visitor numbers to the Country Park have increased steadily to about 130,000 with paid country wardens running successful events popular with the local community.

Following further fundraising a new Visitor Centre was being built but ran into difficulties mainly due to the piling issues on the former slag heap and poor project management on the College's part. Build costs including fees increased rapidly and there is currently a shortfall of about £3 million to complete the visitor centre that is now 88% complete.

More significantly since January this year, it became clear that the wider Hadlow Group was running into financial difficulties having taken over two failing colleges in Ashford and Tonbridge, also in Kent about 4 years ago.

No education provision of significance is currently taking place at Betteshanger as the new campus has so far not been built due to lack of funding as a result of parties having withdrawn their funding offer.

4. Next steps

Homes England has requested a full financial audit to understand the position in regards the Homes England dowry (and whether it has been used for purposes other than what it was provided for) and the other public funding provided to the College.

It is understood the Administrators will focus on keeping the Ashford, Hadlow and Tonbridge campuses open and endeavour to sell them to other Colleges. At present no buyer has come forward for Betteshanger. Housing potential for the Business Park is limited to say about 100 units. However the site is low lying and surrounded by marshland some of it within a Ramsar designation. It is noted that there has been some interest from landowners/developers to the south of the site around Deal looking to expand (potentially up to a 1,000 units). This would require additional infrastructure which would require land take from the Betteshanger site (and the business park/campus area of the site) as well as Homes England permissions. It is believed that this may be the source of some of the MP's questions but this cannot be confirmed. The developers, in any case, would not want the whole site (given the whole site would still pose significant challenges for large scale development given it's historic and current uses, presence of designations and still relatively poor market) and would unlikely be able to progress anything by 31st July.

reg. 12(5)(e) [redacted] For this reason Homes England and other funding partners have asked the College for the thorough financial audit to ensure all funds for the site have been properly accounted for. This should aid in informing what options are available to secure the long term potential of this site.

[redacted]

From: [redacted]
Sent: 08 July 2019 12:36
To: [redacted]
Cc: [redacted] reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: Betteshanger Commercially in Confidence [PM-AC.FID3926546]

reg. 13

Fine by me.

Thanks
reg. 13

From: reg. 13 reg. 13 reg. 13 [mailto:reg. 13L reg. 13 pinsentmasons.com]
Sent: 08 July 2019 12:18
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: Betteshanger Commercially in Confidence [PM-AC.FID3926546]

reg. 13

Further to my email below, BDO have replied and asked for the call to be held at 2.30pm tomorrow. Please can you confirm if this is still convenient, and if so, I will circulate dial in details.

Many thanks

reg. 13 reg. 13
reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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Winner – 'Law Firm of the Year' at The Lawyer Awards 2018

From: reg. 13 reg. 13 reg. 13
Sent: 08 July 2019 11:58
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: Betteshanger Commercially in Confidence [PM-AC.FID3926546]

reg. 13

Just to let you know that I have chased BDO again for confirmation regarding the proposed call tomorrow at 2pm. I will be in touch as and when I receive a response.

Kind regards

reg. 13 reg. 13
reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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Winner – 'Law Firm of the Year' at The Lawyer Awards 2018

From: reg. 13 reg. 13 reg. 13 [mailto:reg. 13 .reg. 13 pinsentmasons.com]
Sent: 03 July 2019 10:08
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: Betteshanger Commercially in Confidence [PM-AC.FID3926546]

reg. 13

Thank you for your email. I will suggest the below to BDO and as you say, we can review towards the end of July.

I will come back to you.

Many thanks

reg. 13 reg. 13
reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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Winner – 'Law Firm of the Year' at The Lawyer Awards 2018

From: reg. 13 reg. 13 [mailto:reg. 13 reg. 13 homesengland.gov.uk]
Sent: 02 July 2019 16:31
To: reg. 13 reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: [EXTERNAL] RE: Betteshanger Commercially in Confidence [PM-AC.FID3926546]

reg. 13

Apols, I must have missed the email on the 19th .

Do you think fortnightly is too much, if not then shall we try 14.00 every other Tuesday commencing 9th July and see how it goes?

Thanks
reg. 13

From: reg. 13 reg. 13 reg. 13 [mailto:reg. 13 L.reg. 13 pinsentmasons.com]
Sent: 02 July 2019 10:43
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: Betteshanger Commercially in Confidence [PM-AC.FID3926546]

reg. 13

Thank you for your email.

I am to set up the regular catch up calls with BDO, I am just waiting for confirmation of suitable dates/times from yourselves further to my email of 19 June 2019. Please could you confirm convenient dates / times and I will liaise with BDO?

Kind regards

reg. 13 reg. 13
reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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From: reg. 13 reg. 13 [mailto:reg. 13reg. 13homesengland.gov.uk]
Sent: 01 July 2019 14:50
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13
Subject: [EXTERNAL] RE: Betteshanger Commercially in Confidence [PM-AC.FID3926546]

Thanks reg. 13

I did have one further query, do you recall who was going to set up the regular catch up calls with BDO?

KR
reg. 13

From: reg. 13 reg. 13 [mailto:reg. 13 reg. 13 pinsentmasons.com]
Sent: 30 June 2019 13:04
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: Betteshanger Commercially in Confidence [PM-AC.FID3926546]

Hi reg. 13reg. 13reg. 13

reg. 12(5)(b)

[redacted]

From: reg. 13 reg. 13
Sent: 17 July 2019 13:24
To: [redacted] reg. 13 reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: HE - BDO - Betteshanger [PM-AC.FID3926546]

Afternoon reg. 13
I will be taking this matter over from reg. 13 and can confirm that the 3:30pm Tuesday appointment works for me.

Kind Regards

reg. 13

From: reg. 13 reg. 13 reg. 13 [mailto:reg. 13 L reg. 13 pinsentmasons.com]
Sent: 17 July 2019 12:56
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: HE - BDO - Betteshanger [PM-AC.FID3926546]

Hi reg. 13

Further to my email below, have you had an opportunity to check dates on the next follow up call with BDO (please see my suggestion in yellow below)? If so, I will liaise with BDO and circulate a diary appointment.

Kind regards

reg. 13 reg. 13
reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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From: reg. 13 reg. 13 reg. 13 [mailto:reg. 13 L reg. 13 pinsentmasons.com]
Sent: 11 July 2019 14:39
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: Re: HE - BDO - Betteshanger [PM-AC.FID3926546]

reg. 13

Further to our call earlier this week, I attach a copy of the letter we sent to BDO yesterday formally requesting again that an audit is undertaken. I attach a copy for your records and will let you know as and when we receive a substantive response.

You will note that we request in the letter that the administrators confirm that an audit will be undertaken in due course and, perhaps more importantly, that the findings of the audit will be communicated to Homes England once the audit is complete.

reg. 12(5)(b) [redacted]

reg. 12(5)(b) [redacted]

reg. 12(5)(b) [redacted]

As you know, reg. 13 explained to the administrators that it would be beneficial for Homes England to consider and reflect on the outcome of an audit and we can certainly maintain a dialogue with the administrators on this point, in the hope that they will share their findings out of courtesy. An alternative option may be to seek to obtain details of the outcome of the administrators' reporting from the Department of Education directly. We can discuss this option further as matters progress.

In terms of immediate next steps, we will arrange a follow up call with BDO and yourselves for two weeks' time to catch up on progress with the sale. Please confirm, but is 3.30pm on Tuesday, 23rd July 2019 convenient for you, and I will confirm with BDO? Having discussed with reg. 13 we would also suggest that we have a call with you prior to speaking with BDO on or around 23rd July, once we have received confirmation of the offers from the administrators. We will diarise and follow up with the administrators if we have not heard from them in respect of the final offers for sale w/c 22nd July 2019.

Out of Scope [redacted]

If you have any queries in relation to any of the above, please let us know.

Kind regards

reg. 13 reg. 13
reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

reg. 13 reg. 13 pinsentmasons.com
www.pinsentmasons.com www.Out-Law.com

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PLEASE NOTE: We have amended our Standard Terms of Business to cover the UK leaving the EU. There are limited changes to the data protection provisions. There are equivalent changes proposed for clients with non-standard terms. Please click here for full details of the changes.

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From: reg. 13 bdo.co.uk>
Sent: 25 July 2019 17:10
To: reg. 13 reg. 13 reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: Betteshanger Parks [PM-AC.FID3926546] [BDO-UK.FID6392658]

Thanks reg. 13

I will pass Sch 3 on to the proposed purchaser.

The intention is to sell the following assets owned by Hadlow College – in Education Administration, which would incorporate all the land granted by HE.

- The entire share capital of Betteshanger Sustainable Park Limited (the owner of the Sustainable Park land)
- The entire share capital of Betteshanger Country Park Limited (the company that manages both the Sustainable and Country parks)
- The Country Park land owned by Hadlow College.

If you need anything further please do not hesitate to contact me.

Kind regards

reg. 13

reg. 13
reg. 13
reg. 13 (Mobile)
reg. 13 reg. 13 bdo.co.uk

From: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Sent: 25 July 2019 16:56
To: reg. 13 reg. 13 <reg. 13 reg. 13 bdo.co.uk>; reg. 13 reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Cc: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>; reg. 13 reg. 13 (reg. 13 reg. 13 homesengland.gov.uk) <reg. 13 reg. 13 homesengland.gov.uk>
Subject: RE: Betteshanger Parks [BDO-UK.FID6392658] [PM-AC.FID3926546]

Attention: This email originated outside BDO LLP. Please be extra vigilant when opening attachments or clicking links.

reg. 13

Thanks for the update. I am taking instructions on the request to contact HE direct and will confirm. The deed of covenant will follow, although the format is prescribed in Sch 3 (page 14) of the attached transfer, in case it assists in the meantime.

Please can you confirm the extent of the property being sold? Is it the whole site?

Kind regards

reg. 13

reg. 13
reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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Fro reg. 13 bdo.co.uk]
Sent: 25 July 2019 16:04
To: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: [EXTERNAL] Betteshanger Parks [BDO-UK.FID6392658]

Dear reg. 13 and reg. 13

Hadlow College – in Education Administration

Further to our call of Tuesday, please note that we have now entered a period of exclusivity (expires in three weeks) with Quinn Estates Limited.

In view of this are you able to provide a copy of the Deed of Covenant Homes England will require from them, so we can share it.

They are also keen to have a conversation with the appropriate people within HE. Would you/HE be open to this?

Many thanks

reg. 13

reg. 13
reg. 13
reg. 13

For and on behalf of BDO LLP
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Beehive Ring Road
Gatwick
West Sussex RH6 0PA
UNITED KINGDOM
+44 (0)1293 591 000
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BDO and Moore Stephens have joined forces to continue our histories of exceptional client service, specialist expertise, and

Land Registry
Transfer of portfolio of titles (whole or part)

TR5

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form. This form should only be used where the same transferor transfers **all the titles** to the same transferee.

Enter 'U' in column 1 if the land is unregistered.

In column 2 enter 'W' for a transfer of whole of a registered title, or 'P' for a transfer of part of a registered title. Leave blank if the land is unregistered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue' in column 3. For transfers of part you must either attach a plan and state the reference used to identify the land transferred, for example 'edged red' or refer to an existing reference on the transferor's title plan. Any attached plan must be signed by the transferor.

In column 4 include information that cannot conveniently be included in another panel, such as whether the title is freehold or leasehold, apportioned consideration, differing title guarantees.

1 Title number of the property	(W) or (P)	Property	Other information
K810960	W	Land at Betteshanger Colliery, Hacklinge, Deal	
K522626	W	A piece of Railway Land at Sholden, Deal	
K799894	W	Northwall, Sholden, Deal	
K547078	W	Land lying to the south east of Broad Lane, Betteshanger, Deal	
K804764	W	Land on the south east side of Broad Lane, Betteshanger, Deal	
K772865	W	Land and buildings on the south east side of Circular Road, Betteshanger, Deal	
K830488	W	Land at Betteshanger Colliery, Betteshanger, Deal	
K451882	W	Almond House, Broad Lane, Betteshanger, Deal CT14 0LX	
K816722	W	Visitor Centre, Sandwich Road, Sholden, Deal CT14 0BF	
K494672	W	Land lying to the north east of Sandwich Road, Sholden, Deal	
K281110	W	Land lying to the south east of Mineral Railway and to the south west of Penfield Sewer, Lydden Valley, Sholden, Deal	
K860361	W	Land lying to the north west of Cottingham Court Farm, Sandwich Road, Sholden, Deal	
K535387	W	Land on the south east side of Broad Lane, Betteshanger, Deal	

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:

3 Date: 24th July 2013

Give full name(s).

4 Transferor:

HOMES AND COMMUNITIES AGENCY

Complete as appropriate where the transferor is a company.

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:

For overseas companies
(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

Give full name(s).

5 Transferee for entry in the register:

HADLOW COLLEGE

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:

For overseas companies
(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

6 Transferee's intended address(es) for service for entry in the register:

Hadlow, Tonbridge, Kent, TN11 0AL

7 The transferor transfers the property in panel 1 to the transferee together with (but only in so far as it is able to do so) the benefit of;

(a) the right of way referred to in entry number 4 of the Property Register of title number K547078

(b) the right title and interest (if any) of the Transferor in the ditch referred to in clause 1 of the Conveyance dated 11 January 1967 and made between the Right Honourable Walter Ernest Christopher Baron Northbourne (1) National Coal Board (2) (the "**1967 Conveyance**")

(c) the moiety of soil of the Penfield Sewer thirdly described in Clause 1 of the 1967 Conveyance

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in panel 11.

8 Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures):

One Pound (£1)

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

9 The transferor transfers with

☐ full title guarantee

☒ limited title guarantee

The covenants set out in section 2 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to including a covenant on the part of the Transferor to obtain or procure the original an examined copy or an unexamined copy of the following documents:-

Date	Document	Parties
15 December 1924 (varied by Deed dated 30 November 1932)	Mining Lease	
24 May 1978	Conveyance	(1) The Right Honourable Walter Earnest Christopher Baron Northbourne (2) Redesdale Investments Limited
30 September 1920	Lease	(1) The Right Honourable Walter Henry Lord Northbourne and The Honourable Walter John James and (2) Dorman Long and Company Limited
11 November 1922	Deed	(1) The Right Honourable Walter Henry Lord Northbourne and The Honourable Walter John James and (2) Dorman Long and Company Limited
29 December 1978	Conveyance	(1) Snowden and Betteshanger Tenants Limited and (2) The National Coal Board
8 August 1988	Transfer	(1) British Coal Corporation (Corporation) and (2) Orbit Spa Housing Association
8 December 1976	Conveyance	(1) The Honourable Christopher George Walter James and (2) Redesdale Investment Company Limited
9 March 1959	Conveyance	(1) The Board of Governors of the Bethelem Royal Hospital and the Maudsley Hospital and (2) The National Coal Board

Date	Document	Parties
31 May 2000	Agreement	(1) The Coal Authority and (2) The Urban Regeneration Agency
31 December 1957	Lease	(1) The Right Honourable Walter Earnest Christopher Baron Northbourne and (2) Betteshanger Farms Limited
10 November 1922	Lease	(1) The Right Honourable Walter Henry Lord Northbourne and The Honourable Walter John James and (2) Dorman Long and Company Limited
23 May 1913	Conveyance	(1) William Samuel Perry Kelley Patterson (2) F.C. Hogben Esq
11 March 1974	Deed	(1) The Official Custodian for Charities (2) Barry Carlisle Thomas Wishart Graham Samuel Robinson Arnold Moyle Thomas Laverick Carr and Albert Stanley Titball (3) National Coal Board

The covenants implied by section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 (the "**Act**") are varied by the deletion of the words "at his own cost" and the substitution of the words "at the cost of the Transferee".

In addition to not being liable for the matters and things referred to in section 6(1) or (2) of the Act, the Transferor shall not be liable under the covenants implied by virtue of section 2(1)(a) or section 3 of the Act in respect of matters which are matters of public record or in respect of instruments or matters of which the Transferee is deemed to have actual notice by section 198 of the Law of Property Act 1925, to which this Transfer is made subject.

Where the transferee is more than one person, place 'X' in the appropriate box.

10 Declaration of trust. The transferee is more than one person and

☐ they are to hold the Property on trust for themselves as joint tenants

☐ they are to hold the Property on trust for themselves as tenants in common in equal shares

Complete as necessary.

☐ they are to hold the Property on trust:

Use this panel for:
- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed

11 Additional provisions

11.1 **DEFINITIONS**

In this Transfer:-

"Business Park"	mean the part of the Property comprising title numbers K810960 (part), K547078, K772865, K451882 (part), K804764 and K535387 as shown edged in red on Plan 1
"Business Park	means for :- (i) purposes specified in Class B1 or B2 or B8 of

provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

Permitted Use"	the Schedule to the 1987 Order of the Town and Country Planning (Use Classes) Order 1987 (as at the date of this Transfer); or any combination of the same and/or (ii) a residential or non-residential college and training centre in accordance with Class C2 or D1 (as appropriate) of the Schedule to the 1987 Order of the Town and Country Planning (Use Classes) Order 1987 (as at the date of this Transfer); and (iii) all uses ancillary thereto to (i) and (ii) above
"Controlling Interest"	means:- (a) own(s) at least fifty-one per cent (51%) of the voting rights attached to the issued share capital of Betteshanger Sustainable Park Limited (Company No: 07687231); or (b) has/have the ability to direct the casting of at least fifty-one per cent (51%) of the votes exercisable at general meetings of Betteshanger Sustainable Park Limited (Company No: 07687231) on all (or substantially all) matters
"Country Park"	means the part of the Property comprising title numbers K816722, K810960 (part), K799894, K522626, K830488, K494672, K860361, K281110 and K451882 (part) as shown edged in red on Plan 2
"Country Park Permitted Use"	means for use as a community and country park including but not limited to:- • a visitor centre • eco-lodges • research and development facilities but only in so far as such use is consistent with the principles set out in the Funding Appendix and consistent with the principle that the Country Park should be used for enjoyment by the general public (including, but not limited to, use as a designated nature reserve) **PROVIDED ALWAYS** that the Transferee shall have the right to temporarily prohibit public access to certain areas of the property where such prohibition is required for health and safety reasons or to facilitate the use of those areas for research or such other reasonable purposes that are consistent with the overall use of the property as a country park.
"Disposal"	means a transfer, disposal or grant of any legal estate or interest in or over the Property or part thereof (other than a Permitted Disposal)

"Environment"	means all or any of the following media, namely air, water (including without limitation water in drains and sewers) or land (including without limitation such media within buildings or other natural or man made structures, above, on or below ground) and any living organisms or ecosystems supported by such media
"Funding Agreement"	means the funding agreement of even date entered into between (1) the Transferor and (2) the Transferee
"Funding Appendix"	means as defined in the Funding Agreement
"Hadlow Disposal"	means the transfer or disposal of the freehold interest of the whole or any part of a Business Park to Betteshanger Sustainable Park Limited (Company No: 07687231)
"Hazardous Substances"	means any substances whether in solid, liquid or gaseous form, which are capable of causing harm to human health or to the Environment whether alone or in combination with any other substances
"Incumbrances"	means the covenants and stipulations contained, mentioned or referred to in the documents referred to in Schedule 1
"Leases"	means the documents specified in Schedule 2
"Miners Statue Lease"	means the undated lease between (1) South East England Development Agency and (2) Gary Cox and Peter Holden
"Outlet"	means as defined at clause 12.12.1 of the Transfer dated 31 May 2000 between (1) The Coal Authority and (2) South East England Development Agency (the **"May 2000 Transfer"**)
"Permitted Disposal"	means:- (a) freehold or leasehold disposal of part of the Property to a statutory undertaker for the provision of utilities, infrastructure or highway; or (b) the grant of an easement of part of the Property to a statutory undertaker for the provision of utilities, infrastructure or highway; or (c) grant of lease or licence (that does not grant security of tenure to the tenant) of the Country Park to enable the Transferee to receive income from the Country Park (for the purposes of maintaining and managing the Country Park) (d) grant of a lease or licence for less than a term of 7 years of the Business Park where no security of tenure is given to the tenant or occupier
"Plan 1"	means the plans attached to this Transfer and marked

	"Plan 1"
"Plan 2"	means the plans attached to this Transfer and marked "Plan 2"
"Plan 3"	means the plan attached to this Transfer and marked "Plan 3"
"Transferee's Successors"	means the successors in title of the Transferee to the Property and the owners and occupiers for the time being of the Property and each and every part of it
"Working Day"	means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday in England and Wales
"VAT"	means Value Added Tax or any equivalent tax or duty which may be imposed in substitution therefor or in addition thereto at the rate applicable from time to time

11.2 In interpreting this Transfer:-

11.2.1 words importing the singular number include the plural number and vice versa, words importing one gender include all genders and references to a "person" are deemed to include any individual, firm, partnership, unincorporated association, incorporated association, corporation or company (wherever incorporated or situate) or other entity (in each case, whether or not having separate legal personality) including any governmental authority;

11.2.2 references to Clauses, sub-clauses, Schedules and paragraphs unless otherwise specified mean the Clauses and sub-clauses of or the Schedules and paragraphs to this Transfer and headings to them are to be disregarded in interpreting this Transfer;

11.2.3 the Schedules form part of this Transfer and are to be interpreted or construed as though they were set out in it;

11.2.4 if any party to this Transfer at any time comprises more than one person, any reference to the such party is deemed to refer to each such person and any obligation or liability on the part of such person takes effect as a joint and several obligation;

11.2.5 the words "include" and "including" are to be construed without limitation and in construing this Transfer the ejusdem generis principle does not apply and general words are not to be given a restrictive meaning because they are followed by particular examples intended to be embraced by the general words;

11.2.6 the words "herein", "hereto" and "hereunder" refer to this Transfer as a whole and not to the particular Clause, Schedule, or paragraph in which such word may be used;

11.2.7 all references to agreements, documents or other instruments include (subject to all relevant approvals) references to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned;

11.2.8 any covenant by the Transferor or the Transferee not to do an act

or thing is deemed to include an obligation not to permit or suffer such act or thing to be done;

11.2.9 any reference to the Transferor includes reference to any statutory successors.

11.3 **OUTLETS**

The Transferor hereby conveys all its estate and interest (if any) in the Outlet to the Transferee to hold unto the Transferee absolutely **SUBJECT TO** all matters subject to which the Outlet vested in Transferor and in particular (but without prejudice to the generality of the foregoing) subject to any powers rights or easements exercisable over or in relation to the Outlet by the owner of any mines and minerals adjacent to the Outlet.

11.4 **EXISTING ENTRIES**

11.4.1 The Property is transferred subject to and (where appropriate and applicable) with the benefit of the:-

(a) entries contained or referred to in the registers of title numbers K810960, K522626, K799894, K547078, K804764, K772865, K830488, K451882, K816722, K494672, K281110, K860361, K535387 as evidenced by the official copies referred to in Schedule 7; and

(b) Incumbrances

insofar as they are subsisting, relate to the Property and are enforceable.

11.4.2 Insofar as it is able the Transferor assigns to the Transferee the benefit (if any) of the overage covenants in favour of the Transferor contained or referred to in paragraph 2.2 and other relevant provisions of Schedule 4 to the transfer dated 31 July 2003 and made between Ian Geoffrey Steed (1) South East England Development Agency (2) (the **"Steed Transfer"**) **TO HOLD** unto the Transferee absolutely.

11.5 **LEASES AND CONTRACTUAL MATTERS**

11.5.1 The Property is transferred subject to but with the benefit of the Leases.

11.5.2 The Property is transferred subject to but with the benefit of the occupational rights arising from the Miners Statue Lease.

11.5.3 The parties shall comply with their obligations pursuant to the provisions in Schedule 6.

11.6 **USER**

11.6.1 The Transferee covenants on behalf of itself and the Transferee's Successors with the Transferor for a period of thirty (30) years from the date of this Transfer not to use the Business Park for any purpose other than the Business Park Permitted Use **PROVIDED THAT** the Transferee (which for the avoidance of doubt means Hadlow College only) shall not be liable in respect of this covenant if it has transferred or disposed of its legal freehold interest in:-

(a) all of the Business Park; or

(b) the part of the Business Park in respect of which any breach occurs

pursuant to a Hadlow Disposal. For the avoidance of doubt this proviso shall not in anyway affect or limit the Transferee's liability in respect of the covenants contained in this clause 11.6.1 in so far as they relate to any such part of the Business Park which has not been transferred or disposed of pursuant to a Hadlow Disposal.

11.6.2 The Transferee covenants on behalf of itself and the Transferee's Successors with the Transferor not to use the Country Park for any purpose other than the Country Park Permitted Use.

11.7 **ENVIRONMENTAL**

11.7.1 The Transferee acknowledges that:-

(a) the Transferor has provided the Transferee with the reports set out in Schedule 8 and also acknowledges that the past uses of the Property are capable of having resulted in the presence of Hazardous Substances at or under the Property;

(b) any environmental information referred to in clause 11.7.1 above was not commissioned with a view to giving a prospective purchaser of the Property a definitive statement of the state and condition of the Property or its suitability for the present or any future use or of the state and condition of any adjoining property or any waters adjoining or flowing past the Property and the Transferor gives no warranty as to the accuracy of any reports and conclusions that it draws;

(c) it has been afforded the opportunity of carrying out any survey or inspection that it would wish to conduct and is aware that the Transferor gives no warranty as to the state and condition of the Property or its suitability for any future use;

(d) it is purchasing the Property on the basis of its own enquiries, inspections and surveys; and

(e) this Transfer is not entered into in reliance upon any representations made but not embodied in this Transfer.

11.7.2 The Transferee acknowledges that the consideration paid for the Property takes account of the state and condition of the Property at the date hereof and as between itself and the Transferor and the Transferee is exclusively responsible for carrying out of any future remediation works at the Property.

11.7.3 The Transferee and the Transferor agree:-

(a) should the Transferor be identified as an appropriate person to undertake any remediation of Hazardous Substances which are present at the Property at the date of this Transfer by any regulatory authority or third party then the parties agree that such remediation is the sole

responsibility of and shall be undertaken by and at the cost of the Transferee. The parties acknowledge that this Transfer is an Transfer on liabilities for the purposes of exclusion from and apportionment and attribution of liability for remediation of contaminated land (as referred to in paragraph D38 of Annex 3 of Defra Circular 01/2006);

(b) to provide a copy of this Transfer to the relevant regulatory authority in circumstances where the Transferor has been identified as an appropriate person to undertake remediation of contaminated land in order that the regulating authority shall give effect to this Transfer and neither party will challenge this Transfer; and

(c) the Transferee shall not issue any civil criminal or administrative proceedings actions or claims against the Transferor nor to seek to join the Transferor into any proceedings actions or claims which relate to the presence of any such Hazardous Substance.

11.7.4 The Transferee covenants on behalf of itself and the Transferee's Successors with the Transferor that the Transferee will indemnify and hold harmless the Transferor against all liabilities, damages, charges, fines and penalties, losses, costs, expenses (including legal and professional fees) and claims related to or arising out of Hazardous Substances which are presently at the Property at the date of this Transfer

PROVIDED THAT the Transferee (which for the avoidance of doubt means Hadlow College only) shall not be liable in respect of the covenants contained in clause 11.7.3 and 11.7.4 in so far as they relate to the Business Park only, if it has transferred or disposed of its legal freehold interest in:-

(a) all of the Business Park; or

(b) the part of the Business Park in respect of which any breach occurs

pursuant to a Hadlow Disposal. For the avoidance of doubt this proviso shall not in anyway affect or limit the Transferee's liability in respect of the covenants contained in these clauses 11.7.3 and 11.7.4 in so far as they relate to the Country Park or any such part of the Business Park which has not been transferred or disposed of pursuant to a Hadlow Disposal.

11.8 **INDEMNITY**

11.8.1 In order to give the Transferor a full and sufficient indemnity but not further or otherwise the Transferee covenants with the Transferor that as from the date of this Transfer the Transferee will observe and perform the covenants, obligations and restrictions contained or referred to in the entries in the registers of the above titles as evidenced by the official copies referred to in Schedule 7 so far as they relate to the Property, subsist and are enforceable and will so far as aforesaid keep the Transferor indemnified against all actions, proceedings, costs, claims demands and liabilities in respect of them.

11.8.2 In order to give the Transferor a full and sufficient indemnity but not further or otherwise the Transferee covenants with the Transferor that the Transferee will observe and perform the Incumbrances so far as they relate to the Property, subsist and are enforceable and will so far as aforesaid keep the Transferor indemnified against all actions, proceedings, costs, claims demands and liabilities in respect of them.

11.8.3 In order to give the Transferor a full and sufficient indemnity but not further or otherwise the Transferee covenants with the Transferor that the Transferee will observe and perform the covenants and obligations on the part of the landlord (or owner) contained or referred to in the Leases and will so far as aforesaid indemnify and keep the Transferor fully and effectively indemnified against all actions, claims, demands, losses, costs, damages and liabilities that may be suffered or incurred by the Transferor in respect of any future breach or non-observance or non-performance of those covenants and conditions

PROVIDED THAT the Transferee (which for the avoidance of doubt means Hadlow College only) shall not be liable in respect of the covenants contained in this clause 11.8 in so far as they relate to the Business Park only, if it has transferred or disposed of its legal freehold interest in:-

(a) all of the Business Park; or

(b) the part of the Business Park in respect of which any breach occurs

pursuant to a Hadlow Disposal. For the avoidance of doubt this proviso shall not in anyway affect or limit the Transferee's liability in respect of the covenants contained in this clause 11.8 insofar as they relate to the Country Park or any such part of the Business Park which has not been transferred or disposed of pursuant to a Hadlow Disposal.

11.9 **DISPOSAL OF THE SITE**

11.9.1 For a period of 30 years from the date of this Deed the Transferee covenants on behalf of itself and the Transferee's Successors with the Transferor that it will not make any Disposal (other than by way of a Permitted Disposal) unless prior to or at the time of the Disposal the disponee ("**Covenantor**") enters into a deed of covenant with the Transferor in the form set out in Schedule 3 ("**Deed of Covenant**") with such amendments agreed between the parties to the Deed of Covenant (acting reasonably).

11.9.2 Land Registry restrictions

(a) The parties apply to the Registrar for entry of the following restriction in the registers of title relating to the Property:-

"*No disposition of the registered estate (other than a Permitted Disposal) by the proprietor of the registered estate or the proprietor of any registered charge is to be registered without a certificate signed by the Homes and Communities Agency or its solicitor that the provisions of clause 11.9.1 of a transfer dated* 24 July 2013 *made between (1) the Homes and Communities Agency and*

(2) Hadlow College have been complied with or that they do not apply to the disposition".

(b) Within five (5) days of completion of any Deed of Covenant entered into pursuant to clause 11.9.1 the Transferor shall provide the Covenantor with a certificate signed on behalf of itself or its solicitor confirming that the provisions of paragraph 11.9.1 of this Transfer have been complied with in so far as they relate to the Property (or part thereof) in respect of which a Disposal has been or is to be made to the Covenantor.

(c) The Transferee will procure that the proprietor of any charge of the Property consents to the registration of such restriction referred to in Clause (a) in priority to its charge.

(d) The Transferor will

(i) agree to the variation of the restriction into the name of the relevant statutory successor; and

(ii) consent to the removal of the restriction referred to in Clause (a) on expiry of the 30 year period referred to in Clause 11.9.1

PROVIDED THAT the Transferee (which for the avoidance of doubt means Hadlow College only) shall not be liable in respect of the covenants contained in this clause 11.9 in so far as they relate to the Business Park only, if it has transferred or disposed of its legal freehold interest in:-

(a) all of the Business Park; or

(b) the part of the Business Park in respect of which any breach occurs

pursuant to a Hadlow Disposal. For the avoidance of doubt this proviso shall not in anyway affect or limit the Transferee's liability in respect of the covenants contained in this clause 11.9 insofar as they relate to the Country Park or any such part of the Business Park which has not been transferred or disposed of pursuant to a Hadlow Disposal.

11.10 **EXCLUSION OF SECTION 62 LAW OF PROPERTY ACT 1925**

The parties hereby agree and declare that the Transferee is not entitled to any right or easement other than those specifically granted by this Transfer and accordingly section 62 of the Law of Property Act 1925 does not apply to this Transfer.

11.11 **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

11.12 **OVERAGE**

The provisions and obligations contained in Schedule 4 apply to this Transfer and the parties agree to be bound by them **PROVIDED THAT**

they shall not apply to a Hadlow Disposal **FURTHER PROVIDED THAT** the Transferee (which for the avoidance of doubt means Hadlow College only) shall not be liable in respect of the covenant contained in this clause 11.12 if it has transferred or disposed of its legal freehold interest in:-

(a) all of the Business Park; or

(b) the part of the Business Park in respect of which any breach occurs

pursuant to a Hadlow Disposal For the avoidance of doubt this proviso shall not in anyway affect or limit the Transferee's liability in respect of the covenants contained in this clause 11.12 insofar as they relate to any such part of the Business Park which has not been transferred or disposed of pursuant to a Hadlow Disposal.

11.13 **CHARITIES ACT 2011**

The land transferred will as a result of this transfer be held by Hadlow College, an exempt charity.

11.14 **TRANSFER OF OTHER INTERESTS**

The parties shall comply with the provisions of Schedule 5.

SCHEDULE 1

INCUMBRANCES

Date	Document	Parties
11 January 1967	Conveyance	(1) The Right Honourable Walter Ernest Christopher Baron Northbourne (2) National Coal Board
2 September 1931	Conveyance	(1) The Right Honourable Walter John Baron Northbourne (2) Robert James and Hugh John Godley (3) Pearson and Dorman Long Limited
4 July 1931	Conveyance	(1) Frederick Courtney Hogben (2) National Provincial Bank Limited (3) Pearson and Dorman Long Limited
5 July 1922	Agreement	(1) The South Eastern Railway Company (2) The South Eastern and Chatham Railway Companies Managing Committee

		(3) Dorman Long & Co Limited
18 January 1983	Conveyance	(1) Parish Council of Northbourne (2) National Coal Board
31 May 2000	Transfer	(1) The Coal Authority (2) South East England Development Agency
30 May 2013	Transfer	(1) Homes and Communities Agency (2) Ian Geoffrey Steed

SCHEDULE 2

LEASES

Date	Document	Parties
9 September 2010	Tenancy at Will	(1) South East England Development Agency and (2) Ben Bano T/A Telos Training Limited
3 June 2008	Tenancy at Will	(1) South East England Development Agency and (2) Powercover Supply Limited
23 September 2011	Tenancy at Will	(1) Homes and Communities Agency and (2) Martha Trust
1 May 2011	Tenancy at Will	(1) South East England Development Agency and (2) Whole School Meals Limited
29 May 2012	Lease	(1) Homes and Communities Agency and (2) Rachael Blomfield t/a Virtual Business Solutions
17 October 2008	Tenancy at Will	(1) South East England Development Agency and (2) Amdell Limited
1 July 2011	Tenancy at Will	(1) South East England Development Agency and (2) Patrick Acarnley t/a Busi Print
8 October 2009	Tenancy at Will	(1) South East England Development Agency and (2) Betteshanger Park Fishing Club

SCHEDULE 3

DEED OF COVENANT

THIS DEED OF COVENANT is made on [ ]

BETWEEN:-

(1) **[ ]** [registered number [ ]] whose registered office is at [ ] (the "**Covenantor**");

(2) **HOMES AND COMMUNITIES AGENCY** of Central Business Exchange II, 414-428 Midsummer Boulevard, Central Milton Keynes MK9 2EA (the "**Agency**") (which includes any statutory successors and assigns);

together the "**Parties**".

WHEREAS:-

(A) Pursuant to clause 11.9.1 of the Transfer, Hadlow College agreed with the Agency to procure that any disponee of the whole or any part or any interest in the Site enters into a deed of covenant to comply with the terms of certain covenants set out therein.

(B) The Covenantor [description of disposal and background] and accordingly is a disponee of the Site for the purposes of the Transfer.

(C) The Covenantor has agreed to enter into this Deed of Covenant.

1. **INTERPRETATION**

1.1 In this Deed, the following words and expressions have the following meanings:-

"Plan"	means the plan attached to this Deed
"Relevant Land"	means that part of the Site in respect of which a Disposal has been or is to be made to the Covenantor as shown edged [ ] on the Plan
"Site"	means all that land that was transferred pursuant to the Transfer
"Successor"	means any person to whom a Disposal is made
"Transfer"	means a transfer relating to the Site dated [ ] made between (1) Homes and Communities Agency and (2) Hadlow College

1.2 In this Deed, save where the context requires or expressly stated otherwise, words and expressions defined in clause 11.1 of the Transfer have the same meanings in this Deed.

1.3 In this Deed, save where the context requires otherwise, the following words, terms and expressions have the following meanings:-

1.3.1 any reference to this "**Deed**" includes any subsequent variations and any supplemental agreement made from time to time by agreement between the Parties;

1.3.2 any reference to the "**Agency**" and/or the "**Covenantor**" includes reference to any statutory successors;

1.3.3 words importing any gender include any other gender;

1.3.4 words in the singular include the plural and words in the plural include the singular;

1.3.5 the term "**person**" includes any individual, partnership, firm, trust, body corporate, government, governmental body, authority, agency or unincorporated body of persons or association;

1.3.6 the words "including" and "in particular" will be construed so as not to limit the generality of any words or expressions in connection with which they are used;

1.3.7 headings and the contents table are inserted for convenience only and will have no legal effect;

1.3.8 references in this Deed to any Clause or Schedule without further designation will be construed as a reference to the Clause of or Schedule to this Deed;

1.3.9 the Schedules to this Deed are an integral part of this Deed and reference to this Deed includes reference to the Schedules;

1.3.10 in the event of a conflict the Clauses set out in the main body of this Deed will take priority over the Schedules;

1.3.11 references to any statute or statutory provision in this Deed will be deemed to refer to those provisions as replaced, amended, extended or re-enacted from time to time whether by instruments, orders, bye-laws, statute or by directive or regulation (which is, in the case of a directive or regulation, intended to have direct application within the United Kingdom and has been adopted by the Council of the European Communities) and all statutory instruments or orders made pursuant to it;

1.3.12 where consent or approval of any Party is required for any purpose under or in connection with this Deed it will be given in writing and within a reasonable time following receipt of a written request for such consent or approval;

1.3.13 any decision, act or thing which either Party is required or authorised to take or do under the Deed may be taken or done by any person authorised either generally or specially by that Party to take or do that decision, act or thing, provided that both Parties will provide each other with the name of any person so authorised on receipt of a written request.

1.4 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Deed is to be unaffected.

1.5 The Parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a Party to it.

2. **COVENANTOR'S OBLIGATIONS**

2.1 [Relevant Land includes land within the Business Park and Country Park] - The Covenantor covenants with the Agency that it will comply with the covenants set out in the Schedule [Part 1] and will ensure that any future holder of any interest in the legal or equitable title to the Relevant Land will comply with the covenants set out in the Schedule]. OR

[Relevant Land comprises land within the Business Park only] - The

Covenantor covenants with the Agency that it will comply with the covenants set out in the Schedule [Part 2] and will ensure that any future holder of any interest in the legal or equitable title to the Relevant Land will comply with the covenants set out in the Schedule]. OR

[Relevant Land comprises land within the Country Park only] - The Covenantor covenants with the Agency that it will comply with the covenants set out in the Schedule [Part 3] and will ensure that any future holder of any interest in the legal or equitable title to the Relevant Land will comply with the covenants set out in the Schedule].

3. **RESTRICTION**

Within five (5) days of completion of this Deed the Agency shall provide the Covenantor with a certificate signed by the Agency or its solicitor confirming that the provisions of paragraph 11.9.1 of the Transfer have been complied with in so far as they relate to the Relevant Land.

4. **EXECUTION**

The Covenantor has executed this Deed of Covenant as a deed and it is delivered on the date set above.

SCHEDULE

COVENANTS

[Part 1 - To comply with Clause [11.6.1, 11.6.2, 11.7.3, 11.7.4, 11.8, 11.9 and 11.12] of a Transfer dated [ ] made between (1) Homes and Communities Agency and (2) Hadlow College insofar as they relate to the Relevant Land.]

[Part 2 - To comply with Clause [11.6.1, 11.7.3, 11.7.4, 11.8, 11.9 and 11.12] of a Transfer dated [ ] made between (1) Homes and Communities Agency and (2) Hadlow College insofar as they relate to the Relevant Land.]

[Part 3 - To comply with Clause [11.6.2 and 11.9] of a Transfer dated [ ] made between (1) Homes and Communities Agency and (2) Hadlow College insofar as they relate to the Relevant Land.]

EXECUTED (but not delivered until the date hereof) **AS A DEED** by **[THE COVENANTOR]** acting by a Directors and its Secretary or two Directors:-	)))) Director Director/Secretary
Executed as a deed by affixing the common seal of **HOMES AND COMMUNITIES AGENCY**	Common Seal

in the presence of: Authorised Signatory	

SCHEDULE 4

OVERAGE

BUSINESS PARK OVERAGE

INTERPRETATION

1. In this Schedule the following expressions have the following meanings:-

"Act of Circumvention" means any act or omission or transaction or series of transactions with any person or persons the principal purpose or effect or intent of which is to avoid or depress or reduce the size of any Additional Payment which might otherwise fall due or to avoid or delay the recoverability or potential receipt in whole or part of any Additional Payment

"Additional Payment" means:-

(a) in respect of a Serviced Business Plot Sale (other than an Excluded Disposal) the amount in pounds sterling calculated using the following formula:-

(A – B) x C x 0.5 = D

where

"**A**" is the Sale Proceeds per acre of the land that is the subject of the Serviced Business Plot Sale measured in accordance with the Code

"**B**" is £75,000

"**C**" is the number of acres of land the subject of the Serviced Business Plot Sale (other than an Excluded Disposal) measured in accordance with the Code

"**D**" is the Additional Payment

payable to the Transferor in pounds sterling

(b) in respect of a Business Park Unit Sale (but not an Excluded Disposal) the amount in pounds sterling calculated using the following formula:-

(E – F) x G x 0.5 = H

where

"**E**" is the Sale Proceeds per square foot of land that is the subject of the Business Park Unit Sale (based on the GIA)

"**F**" is £50

"**G**" is the total square footage (based on the GIA) of the land that is the subject of the Business Park Unit Sale

"**H**" is the Additional Payment payable to the Transferor in pounds sterling

PROVIDED ALWAYS that where an Additional Payment has already been made in respect of a Business Sale in connection with the part of the Business Park in question or part of it then when calculating the Additional Payment the payment of any previous sums by way of Additional Payment shall be taken into account and deducted from the second or subsequent Additional Payment(s) in respect of that part of the Business Park **FURTHER PROVIDED** that if "D" or "H" (as applicable) is zero or a negative sum then the amount of the Additional Payment shall be nil.

"Business Sale" means:-

(a) a Serviced Business Plot Sale; or

(b) a Business Park Unit Sale

on or before the Final Date but excluding an Excluded Disposal

"Business Park Unit" means each unit or building at the Business Park which is present at the date of this Transfer or is

	constructed after the date of this Transfer and designed to be let or sold for Business Use
"Business Park Unit Sale"	means:- • the transfer or disposal of the freehold interest of the whole or any part of a Business Park Unit; or • the grant of any leasehold interest of over 75 years of the whole or any part of a Business Park Unit
"Business Use"	means the use specified in part (i) of the definition of Business Park Permitted Use
"Code"	means the Code of Measuring Practice published on behalf of the Royal Institution of Chartered Surveyors and the Incorporated Society of Valuers and Auctioneers (6th Edition September 2007) or if that edition has been superseded then the current edition (as at the date of Business Sale).
"Contract Rate"	means interest at the rate of one per cent per annum above the base lending rate from time to time of Barclays Bank PLC (or of such other UK clearing bank as the Transferor may designate from time to time by giving notice to the Transferee)
"Connected Party"	means any person, firm or company which is connected with the Transferee for or any Group Company for the purposes of sections 1122 and 1123 Corporation Tax Act 2010;
"Educational Use"	means the use specified in part (ii) of the definition of Business Park Permitted Use
"Excluded Disposal"	means:- (a) any transfer disposal or grant of any legal or equitable estate or interest in or over the Business Park or any part or part thereof to a statutory undertaker for the provision of infrastructure utilities or highway;

(b) grant of lease or licence for less than 75 years of the Business Park where no security of tenure is given to the occupier; or

(c) any transfer disposal or grant of any legal or equitable estate or interest in or over the Business Park or any part or part thereof solely for Educational Use

"Final Date" 24th July 2043

"GIA" means the Gross Internal Area measured in accordance with the Code as expressed in square feet

"Market Value" means in relation to any Business Sale the price at which the Transferee's interest in the Business Park Unit or Serviced Business Plot (or the relevant part thereof) might reasonably be expected to be transferred, disposed or let (as appropriate) as at the Trigger Date assuming:-

(i) a willing seller or tenant (as applicable);

(ii) that immediately prior to the date of valuation there has expired a reasonable period in which to negotiate the Business Sale and the state of the market; and

(iii) that the Business Park Unit or Serviced Business Plot (or the relevant part thereof) has been freely exposed to the open market

"Payment Date" means the date which is 10 Working Days after the later of the:-

(i) Trigger Date; and

(ii) the date of the determination of the Additional Payment (if any) in accordance with the provisions of this Schedule

"Sale" means a sale for immediate monetary consideration

"Sale Proceeds"	means:- (a) all proceeds (exclusive of VAT) received or receivable at any time in whole or in part in consideration of a Business Sale (including for the avoidance of doubt, any contents and any fixtures and fittings disposed of with such property) by the Transferee; and (b) where any consideration or part of any consideration for any such Business Sale is not in money form or of nominal value, the Market Value LESS all costs and expenses properly incurred in relation to the Business Sale
"Serviced Business Plots"	means such part of the Business Park that is unbuilt or partially built upon at any time after the date of this Transfer and are shown tinted pink on Plan 3
"Serviced Business Plot Sale"	means a transfer or disposal of the freehold interest of the whole or any part of one or more Serviced Business Plots
"Surveyor"	means a surveyor who: (a) is a professionally qualified surveyor being a fellow of the Royal Institution of Chartered Surveyors ("**RICS**") having not less than 10 years' experience in the subject matter of the dispute; and (b) is appointed by agreement between Transferor and Transferee (acting reasonably) or, in the absence of agreement, appointed at the request of Transferor or Transferee by the President or other most senior available officer of RICS
"Trigger Date"	means the date of each and every Business Sale

1.2 For the avoidance of doubt any expressions defined in Clause 11.1 of this Transfer have the same meaning where used in this Schedule.

the President or the most senior available officer of the Royal Institution of Chartered Surveyors to appoint another Surveyor to determine the dispute.

5. **EVIDENCE AND RECORDS**

5.1 The Transferee:-

5.1.1 agrees upon any written request from the Transferor to supply or make available to the Transferor such particulars and information as the Transferor reasonably requires in connection with any Business Park Sale and the calculation of the Sale Proceeds and/or the amount of the Additional Payment; and

5.1.2 agrees that it shall use reasonable endeavours to ensure that any files, records, particulars and information given to the Transferor pursuant to clause 5.1.1 will to the best of its knowledge be true, accurate and not misleading in any respects.

5.2 The Transferor and the Transferee agree to make available to the Surveyor all such files, records, particulars and information as the Surveyor reasonably requires in connection with the relevant dispute.

6. **CONNECTED PARTY**

The Transferee agrees:-

6.1 not to make a Business Sale on terms which are not at arms length;

6.2 not to make a Business Sale to a Connected Party; and

6.3 to endeavour to maximise the consideration arising from any Business Sale.

7. **ASSIGNMENT BY THE SELLER**

The Transferor shall have full right and power to assign compromise and otherwise deal with all of its interests rights and entitlement under this Schedule and in respect of any Additional Payment payable thereunder.

8. **GOOD FAITH**

8.1 The Transferee and the Transferor agree to act one with the other with good faith in connection with any Business Sale.

8.2 The Transferee covenants with the Transferor not enter into or commit any Act of Circumvention and not assist cause or permit any other party to enter into any Act of Circumvention.

SCHEDULE 5

MAINTENANCE AGREEMENTS

1. **ASSIGNMENT OF MAINTENANCE AGREEMENTS**

In this Schedule:-

"**Maintenance Agreements**" means agreements entered into by or on behalf of the Transferor or any of its predecessors with third parties for the maintenance of, or

1.3 The date of the Business Sale is the date of the completion of the relevant transfer, disposal or grant of lease.

2. **ADDITIONAL PAYMENT**

2.1 The Transferee agrees to pay (in full and cleared funds to such account in a UK clearing Bank as may be nominated in writing by the Transferor) the Additional Payment to the Transferor, payment to be made at the time and in the manner set out in paragraph 3 below.

2.2 The Transferee shall as soon as reasonably practicable prior to the Trigger Date supply or make available to the Transferor such particulars and information as the Transferor reasonably requires in connection with the calculation of the Sale Proceeds and/or the amount of the Additional Payment (if any) together with the Transferee's calculation of the Additional Payment.

2.3 The parties agree to use all reasonable endeavours to agree the Additional Payment as soon as reasonably practicable.

3. **PAYMENT**

On or before each and every Payment Date the Transferee shall pay to the Transferor the Additional Payment **PROVIDED THAT** if the Additional Payment is made later than the Payment Date the Transferee shall also pay to the Transferor interest at the Contract Rate upon the Additional Payment from Payment Date until actual payment in full of the Additional Payment.

4. **DISPUTES**

If there is any dispute between the Transferor and the Transferee in relation to the provisions of this Schedule 4 including but not limited to the amounts of money to be paid as the Additional Payment from time to time then the matter in dispute shall be determined in accordance with the following provisions:-

4.1 either party may give to the other written notice requiring the dispute to be determined by the Surveyor;

4.2 the Surveyor will:

4.2.1 act as an expert and not as an arbitrator;

4.2.2 afford each party an opportunity to make representations and counter representations; and

4.2.3 give his determination (including his reasons) as soon as practicable in writing to the parties; and

4.2.4 his determination shall be final and binding on the Parties save in the case of manifest error;

4.3 responsibility for the costs of referring a dispute to the Surveyor, including costs connected with his appointment, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Surveyor, and in the absence of such decision will be borne equally by the parties to the dispute;

4.4 if the Surveyor dies or becomes unwilling or incapable of acting, then either Party may in default of an agreement about a replacement apply to

the provision of supplies or services to, the Property which are as follows:-

Date	Document	Parties
	Site Management Contract	(1) The South East England Development Agency (2) Fowlmead Limited
	Cleaning Contract for Almond House, Betteshanger and Visitors Centre, Fowlmead Country Park	(1) South East England Development Agency (2) Pioneer Quality Services
	Grounds Maintenance Contract	(1) South East England Development Agency (2) English Landscapes Maintenance Limited
	Operating Contract for Waste Water Treatment Works	(1) South East England Development Agency (2) Pims Services

2. The Transferor assigns to the Transferee absolutely all the right interest and benefit of the Transferor in under pursuant to and in respect of the Maintenance Agreements.

3. Any payments to be made under any Maintenance Agreements which are due in respect of a period which includes the date of this Transfer shall be apportioned on a daily basis so that the Transferee shall be liable for that part of such payment as shall relate to the period which follows the date of this Transfer up to and including the date of expiration of the period to which such payment shall relate and the Transferor shall be liable for the remainder.

4. The Transferee agrees to hereby indemnify the Transferor against all costs expenses losses and damages and all claims demands actions and liabilities whatsoever arising out of the Transferee failing to make any payments due in accordance with the Maintenance ~~Contracts~~ Agreements for the period which follows the date of this transfer and any breach of any obligation contained in paragraph 3.

SCHEDULE 6

LEASE AND CONTRACTUAL MATTERS

1. **LEASES**

1.1 The Transferee covenants to pay to the Transferor any sums it receives under the Leases and relating to a period prior to the date hereof as soon as reasonably practicable following receipt of cleared funds.

1.2 The Transferor covenants to pay to the Transferee any sums it receives after the date hereof under the Leases and relating to a period after the

date hereof as soon as reasonably practicable following receipt of cleared funds.

1.3 For the avoidance of doubt rents due under each of the Leases shall be apportioned at the date hereof upon the basis that the Transferor shall be entitled to the rents for the period up to and including the date hereof and the Transferee shall be entitled to the rents from but excluding the date hereof.

2. **ENTIRE AGREEMENT**

This Transfer and the Funding Agreement contains the entire agreement between the parties and incorporates all the terms agreed between them for the purposes of the Law of Property (Miscellaneous Provisions Act 1989 section 2 and there are no other terms or provisions agreed prior to the date of this Transfer which have not been incorporated into this Transfer and the Funding Agreement.

3. **STEED TRANSFER**

The Transferor hereby covenants with the Transferee that if it receives a Deed of Adherence pursuant paragraph 4.2 to the Steed Transfer then it will as soon as reasonably practicable forward either the original or a certified copy of that Deed of Covenant to the Transferee.

4. **CONTROLLING INTEREST**

The Transferee covenants with the Transferor that:-

4.1 it has incorporated Betteshanger Sustainable Park Limited (Company No: 07687231) for the purposes of developing and (where appropriate) managing and maintaining the Business Park;

4.2 as at the date of this Transfer it has a Controlling Interest in Betteshanger Sustainable Park Limited (Company No: 07687231);

4.3 it shall not:-

(a) relinquish; or

(b) enter into any transaction or commit any act or omission which has the principal purpose, effect or intent of relinquishing

its Controlling Interest in Betteshanger Sustainable Park Limited (Company No: 07687231) without obtaining the prior written consent of the Transferor (such consent not to be unreasonably withheld or delayed).

SCHEDULE 7

OFFICIAL COPY ENTRIES

1. Official Copies dated 18 July 2013

K547078 timed at 11:55:09
K804764 timed at 11:57:34
K772865 timed at 11:59:05
K535387 timed at 12:10:14

K810960 timed at 11:50:19
K281110 timed at 12:07:21
K816722 timed at 12:04:14
K451882 timed at 12:02:14
K830488 timed at 12:00:34
K494672 timed at 12:06:21
K860361 timed at 12:08:48
K522626 timed at 11:52:11
K799894 timed at 11:53:34

SCHEDULE 8

REPORTS

(Bundle 1)

Number	Date	Document
1.	2001	Method Statement for Reptile Mitigation
2.	May 2003	Type 2 Asbestos Materials Survey Report Near Deal, Kent
3.	11.11.2003	Regeneration, Enabling Works – Contract Documents – Volume 1
4.	11.11.2003	Regeneration, Enabling Works – Contract Documents – Volume 2
5.	27.11.2003	Regeneration, Enabling Works – Contract Documents – Volume 4
6.	27.11.2003	Regeneration, Enabling Works – Contract Documents – Volume 5
7.	27.11.2003	Regeneration, Enabling Works – Contract Documents – Volume 6
8.	27.11.2003	Regeneration, Enabling Works – Contract Documents – Volume 7
9.	09.12.2009	Remediation Verification Report Supplementary Statement

(Bundle 2)

Number	Date	Document
1.	2003	Regeneration, Primary Infrastructure Works – Contract Drawings – Volume 3

2.	May 2003	Initial Slope Survey
3.	Undated	Deed for Professional Services re: engineering and planning supervisor services
4.	September 2003	Interpretative Report on Ground Investigation – Bridge sites
5.	August 2003	Interpretative Report on Ground Investigation – Bridge sites
5A	September 2003	Interpretative Report on Ground Investigation – Bridge sites
6.	November 2003	General Environmental Management Plan Issue 02
7.	December 2003	Primary Infrastructure Works – Engineering Specification volume 2.1
8.	December 2003	Primary Infrastructure Worsk – Engineering Specification volume 2.1
9.	December 2003	Ecology End of Season Report 2003
10.	December 2003	Regeneration, Phase 2 : Primary Infrastructure Works: Volume 5: Health and Safety Plan (Pre-tender)
11.	December 2003	Regeneration, Primary Infrastructure Works – Volume 2 Landscape Specification
12.	December 2003	Regeneration, Phase 2 : Primary Infrastructure Works – Volume 5 : Health and Safety Plan (Pre-tender)
13.		Regeneration, Primary Infrastructure Works – Volume 7 : Miscellaneous Tender Documents
14.	December 2003	Regeneration, Nature Conservation Management Plan Issue 01 : volume 6.2
15.		Boimass Boiler System : Schedules 1 and 2
16.	February 2004	Interpretative Report on Ground Investigation : Wildlife Tunnel : Issue 2 - FINAL
17.	April 2004	Regeneration, Underground Voids Desk Study
18.	April 2004	Regeneration, Underground Voids Desk Study
19.	July 2004	Regeneration, Primary Infrastructure Works : Volume 4 : Bills of Quantities
20.	July 2004	Regeneration, Primary Infrastructure Works : Volume 1 : Conditions of Contract
21.	28.07.2004	Plan number 1225/01 (C) : Bio-Mass Boiler Housing General Arrangements Plans
22.	28.07.2004	Plan number 1225/01 (A) : Bio-Mass Boiler Housing General Arrangements Plans

23.	30.07.2004	Plan number 1225/02 (C) : Bio-Mass Boiler Housing Section and Elevations
24.	30.07.2004	Plan number 1225/02 (A) : Bio-Mass Boiler Housing Section and Elevations
25.	Various	• Plan number H4-6-60_00 dated 18.05.2005 : Schematic layout of Boiler House : Edition A • Plan number H-4-6_00 dated 01.06.2005: Proposed layout of Boiler House and Associated Equipment : Edition A • Plan number H-4-6_01 dated 01.06.2005 : Provisional layout of Boiler House : Edition A • Plan number H-4-6_02 dated 01.06.2005 : Provisional layout of Boiler House : Section A-A : Edition A • Plan number H-4-6_03 dated 01.06.2005 : Provisional layout of Boiler House : Section B-B : Edition A • Plan number H4.6-60_002 dated 13.05.2005 : Proposed layout of district heating pipework : Edition A
26.	09.08.2005	Plan number 1225/13 (B) : Bio-Mass Boiler Housing External Works Layout
27.	09.08.2005	Plan number 1225/14 (B) : Bio Mass Boiler Housing Concrete Yard Joint Layout
28.	09.08.2005	Plan number 1225/16 (A) : Bio-Mass Boiler Housing External Works Details
29.	09.08.2005	Plan number 1225/17 (B) : Bio-Mass Boiler Housing Setting Out Information
30.	09.08.2005	Plan number 1225/10 (B) : Bio-Mass Boiler Housing Drainage Layout
31.	09.08.2005	Plan number 1225/17 (A) : Bio-Mass Boiler Housing Setting out Information
32.	09.08.2005	Plan number 1225/13 (A) : Bio-Mass Boiler Housing External Works Layout
32A.	09.08.2005	Plan number 1225/13 (B) : Bio-Mass Boiler Housing External Works Layout
33.	09.08.2005	Plan number 1225/14 (A) : Bio-Mass Boiler Housing Concrete Yard Joint Layout
34.	09.08.2005	Plan number 1225/16 (A) : Bio-Mass Boiler Housing External Works Details
35.	09.08.2005	Plan number 1225/10 (A) : Bio-Mass Boiler Housing Drainage Layout

36.	10.08.2005	Plan number 1225/15 (A) : Bio-Mass Boiler Housing Concrete Yard Slab Joint Details
36A.	10.08.2005	Plan number 1225/15 (A) : Bio-Mass Boiler Housing Concrete Yard Slab Joint Details
37.	10.08.2005	Plan number 1225/11 (A) : Bio-Mass Boiler Housing Drainage Details – sheet 1 of 2
38.	10.08.2005	Plan number 1225/12 (A) : Bio-Mass Boiler Housing Drainage Details – sheet 2 of 2
39.	10.08.2005	Plan number 1225/11 (A) : Bio-Mass Boiler Housing Drainage Details - sheet 1 of 2
40.	10.08.2005	Plan number 1225/12 (A) : Bio-Mass Boiler Housing Drainage Details – sheet 2 of 2
41.	10.08.2005	Plan number 1225/15 (A) : Bio-Mass Boiler Housing Concrete Yard Slab Joint Details
42.	13.08.2004	Section 106 Agreement between Dover District Council (1) The South East England Development Agency (2) The Kent County Council (3)
43.	23.08.2005	Plan number 1225/03 (B) : Bio-Mass Boiler Housing G.A. Section Details sheet 1
44.	23.08.2005	Plan number 1225/04 (B) : Bio-Mass Boiler Housing G. A. Section Details sheet 2
45.	23.08.2005	Plan number 1225/03 (P1) : Bio-Mass Boiler Housing G.A. Section Details
46.	23.08.2005	Plan number 1225/05 (P1) : Bio-Mass Boiler Housing Internal Electrical Layouts
47.	19.07.2006	Soil and Seeding Site Inspection Record

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (e.g. for a restriction), it must also be executed by the transferee.

12 Execution

Executed as a deed by affixing the common seal of **HOMES AND COMMUNITIES AGENCY** in the presence of:

Common Seal

Authorised Signatory

Executed as a deed by affixing the common seal of **HADLOW COLLEGE** in the presence of:

Common Seal

reg. 13

Authorised Signatory

Authorised Signato

WARNING
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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PLAN 1

Annex A

H. M. LAND REGISTRY		TITLE NUMBER K810960
ORDNANCE SURVEY MAP REFERENCE:	TR 3553NW	Scale: 1/2500
ADMINISTRATIVE AREA	KENT : DOVER	© Crown Copyright

reg. 13

H.M. LAND REGISTRY K810960

This official copy is issued, and shows the state of this title plan on 23 February 2022 at 07:00:47. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 7 - Title Plans. This title is dealt with by Land Registry, Tonbridge Office. © Crown Copyright. Produced by Land Registry. Reproduction in whole or part is prohibited without the prior written permission of Ordnance Survey. Licence number 100026316.

PLAN 1

Annex A

Land Registry Official copy of title plan

Title number **K547078**
Ordnance Survey map reference **TR3353SE**
Scale **1:2500**
Administrative area **Kent : Dover**

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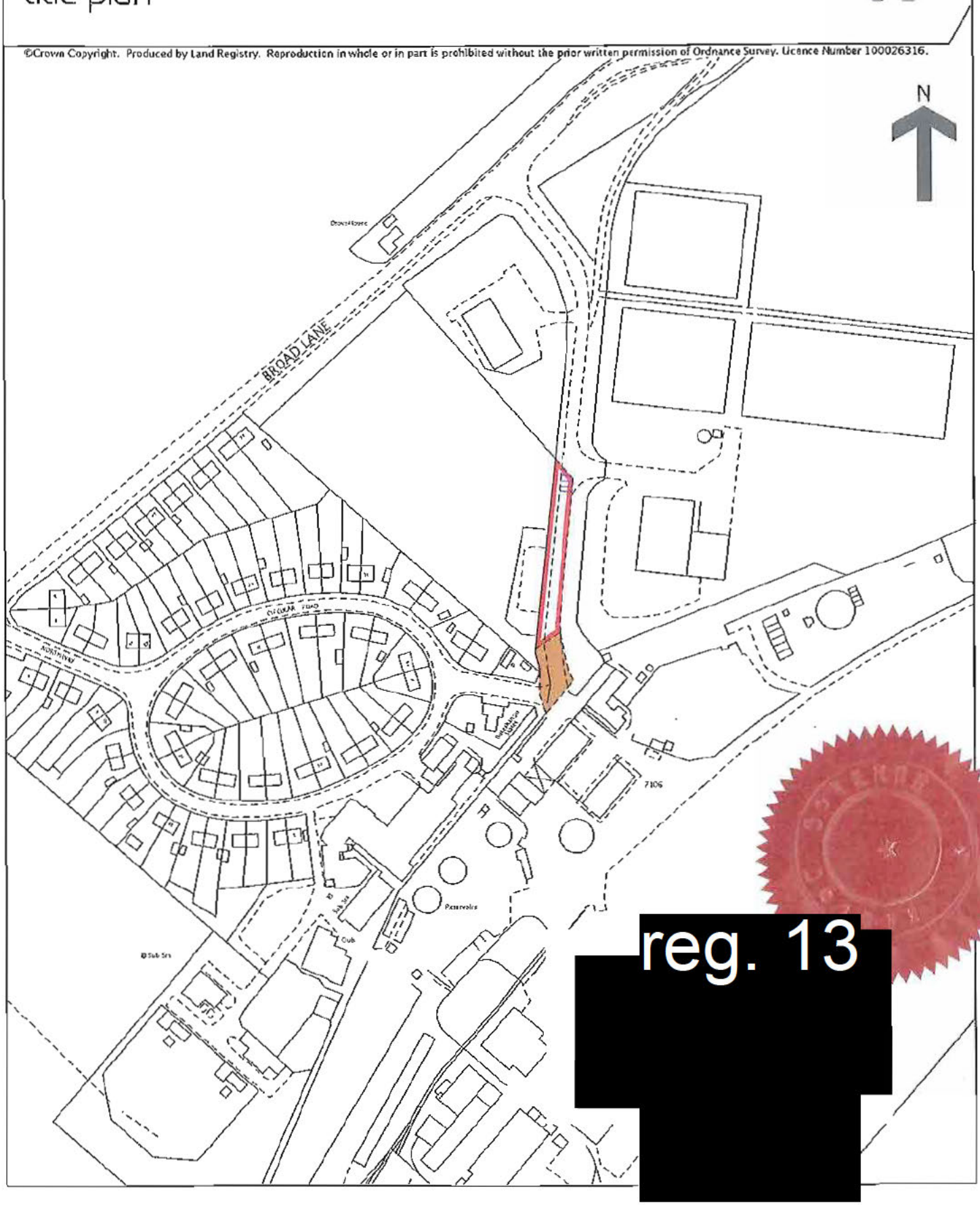
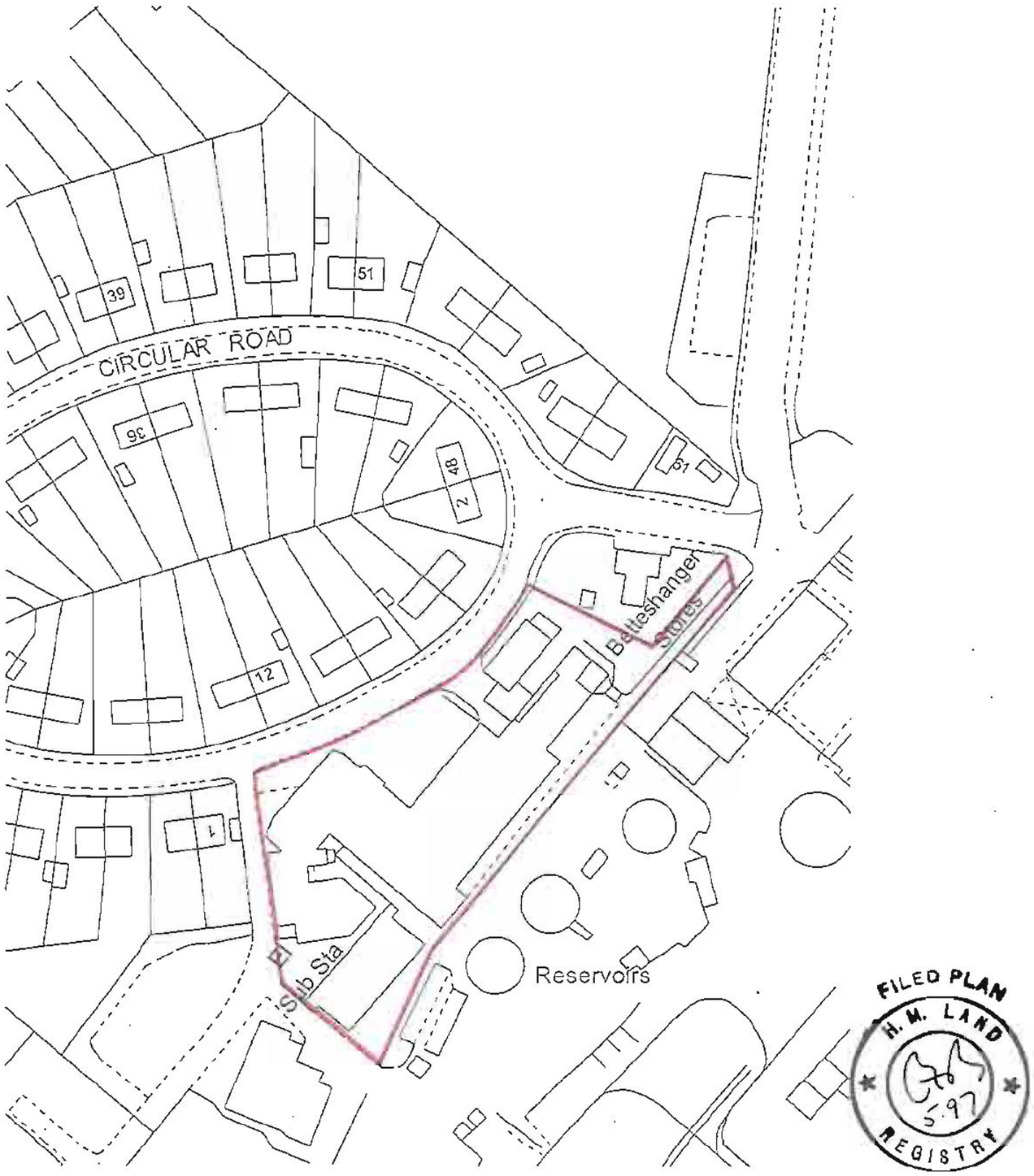


reg. 13

This official copy is incomplete without the preceding notes page.

H.M. LAND REGISTRY		TITLE NUMBER K772865	
ORDNANCE SURVEY PLAN REFERENCE	TR 3353	SECTION A	Scale 1/1250 Enlarged from 1/2500
COUNTY KENT	DISTRICT DOVER		©Crown Copyright

NORTHBOURNE PARISH



FILED PLAN H.M. LAND REGISTRY 5.97

reg. 13

PLAN 1

Annex A

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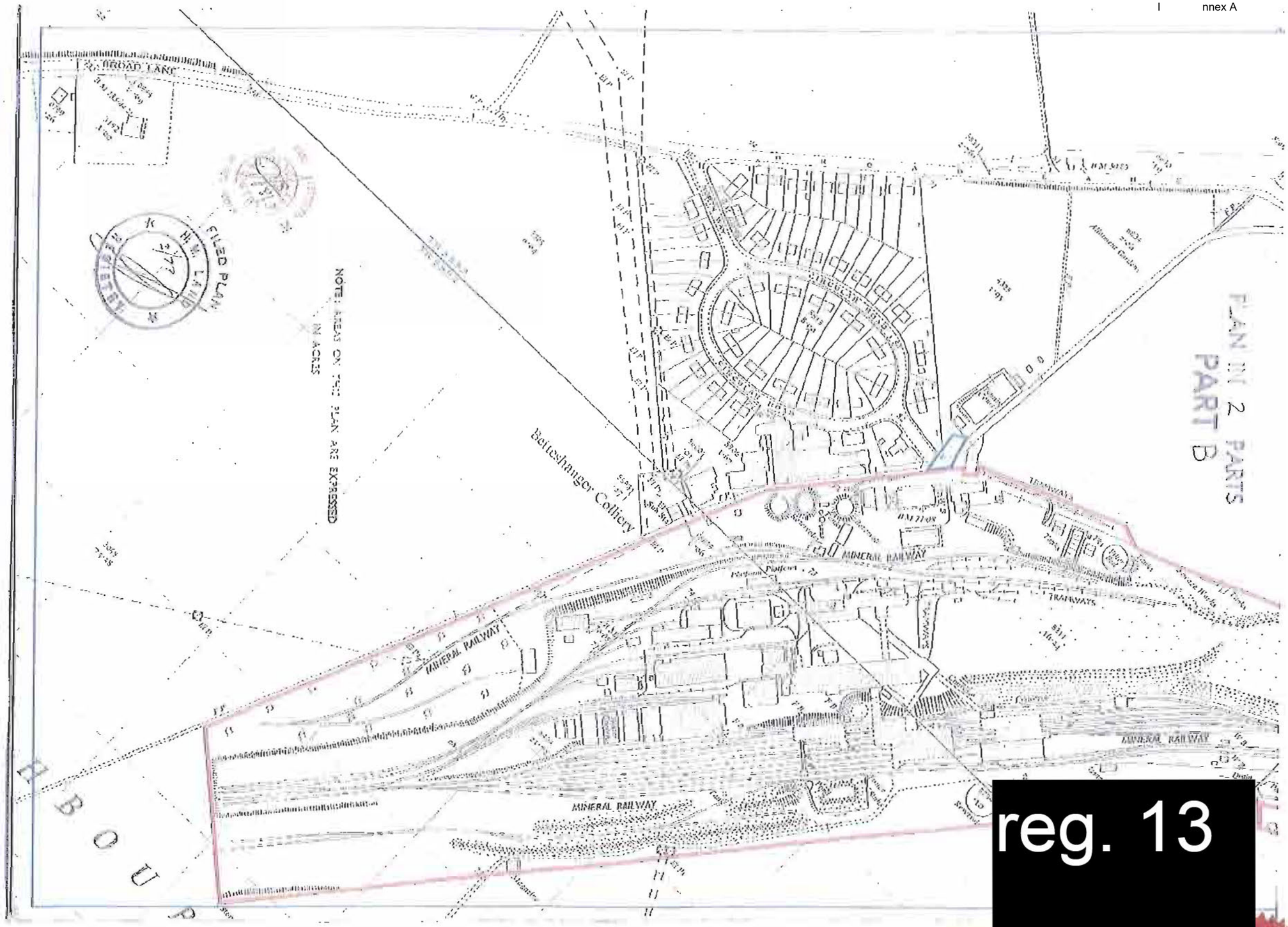
PLAN NO. 2 PARTS
PART B



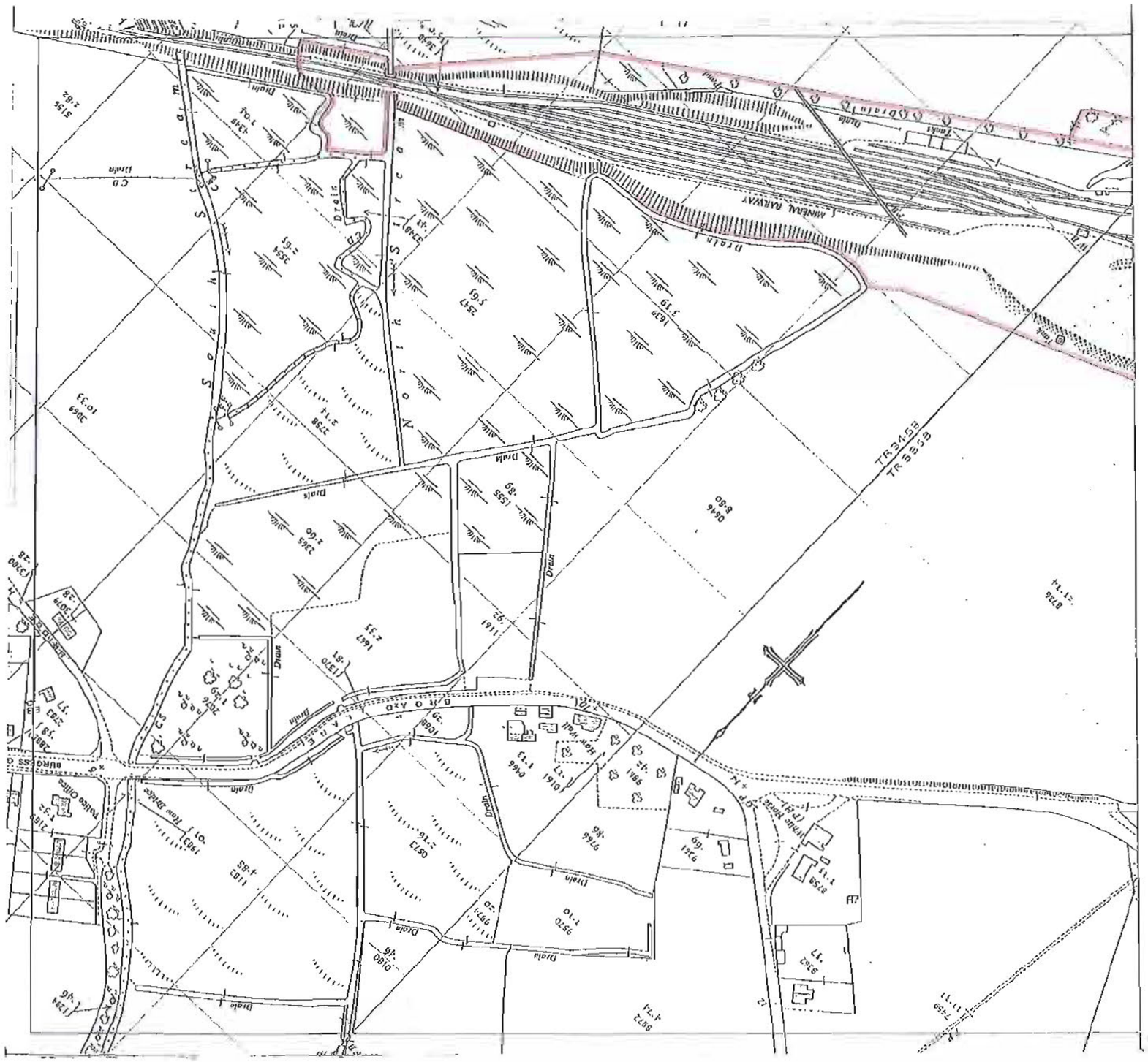
reg. 13

Authorised Signatory

Authorised Signatory

PLAN 2

PLAN 1
Annex A



reg. 13

This official copy is incomplete without the

PLAN 1

Annex A

Land Registry Official copy of title plan

Title number **K804764**
Ordnance Survey map reference **TR3353SE**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Kent : Dover**

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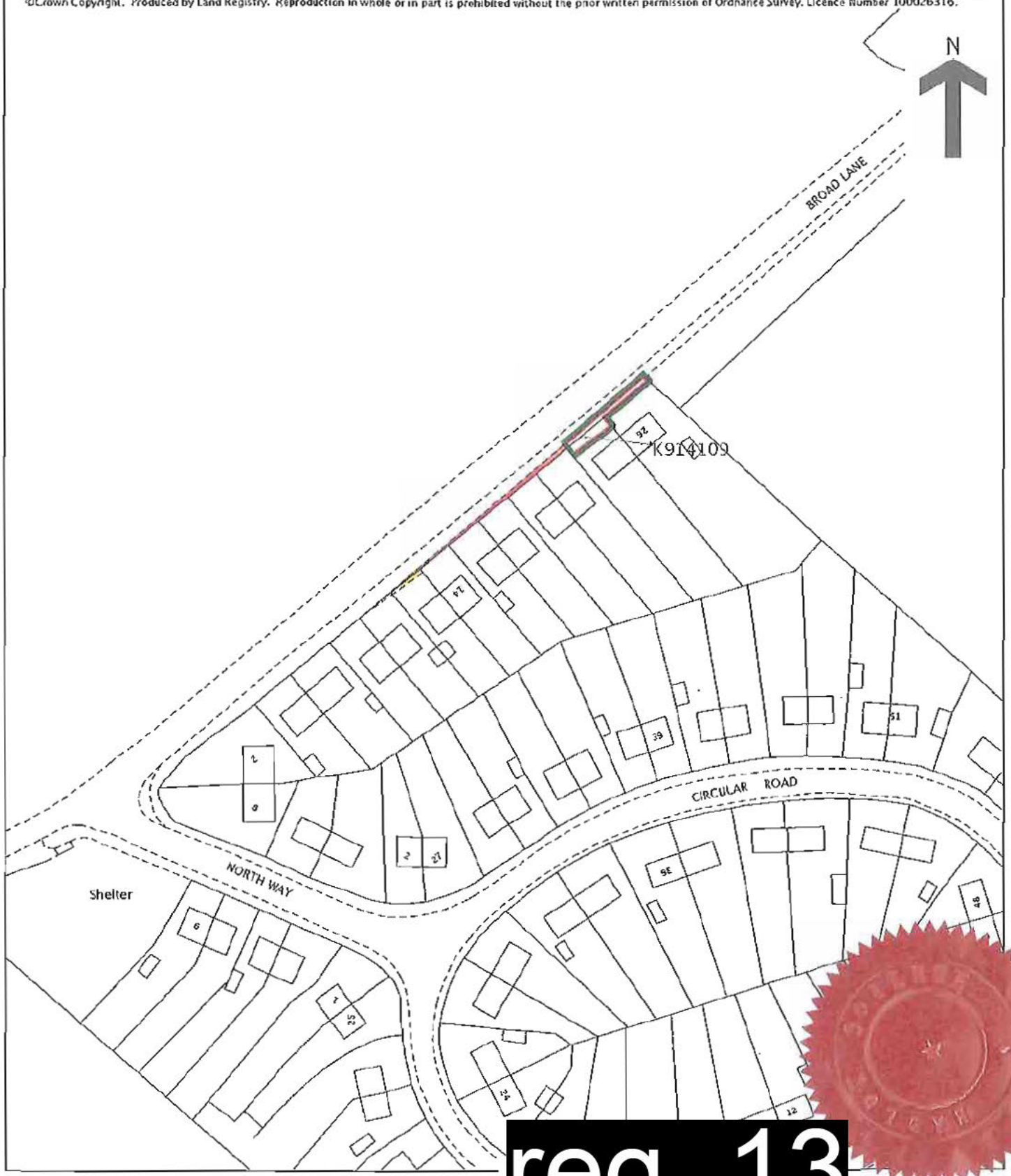

reg. 13

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PLAN 1

Annex A

Land Registry Official copy of title plan

Title number **K535387**
Ordnance Survey map reference **TR3353SE**
Scale **1:2500**
Administrative area **Kent : Dover**

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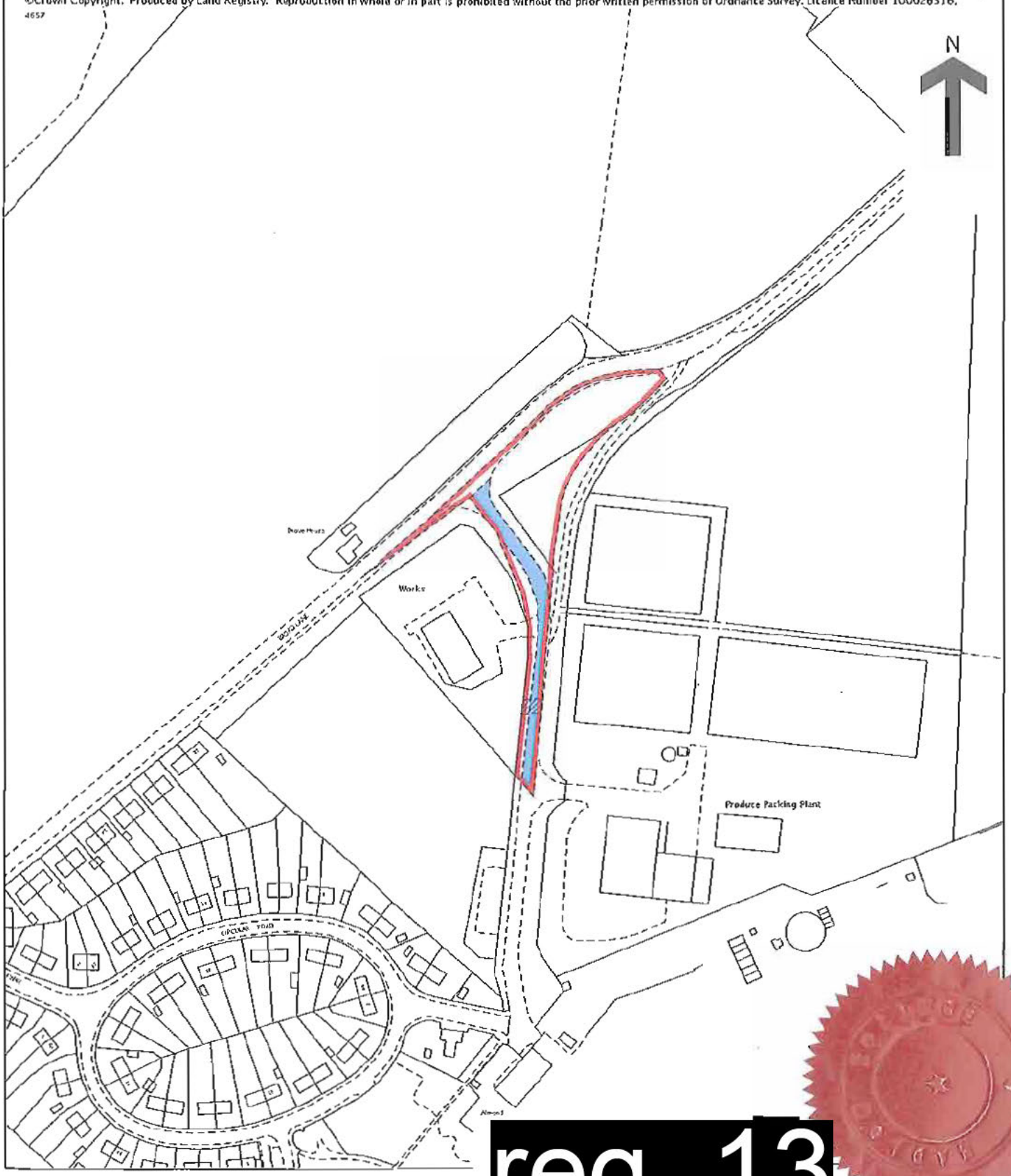

reg. 13

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reg. 13

Land Registry
Official copy of
title plan

Title number K816722
Ordnance Survey map reference
Scale 1:2500
Administrative area Kent: Dover

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TT14698

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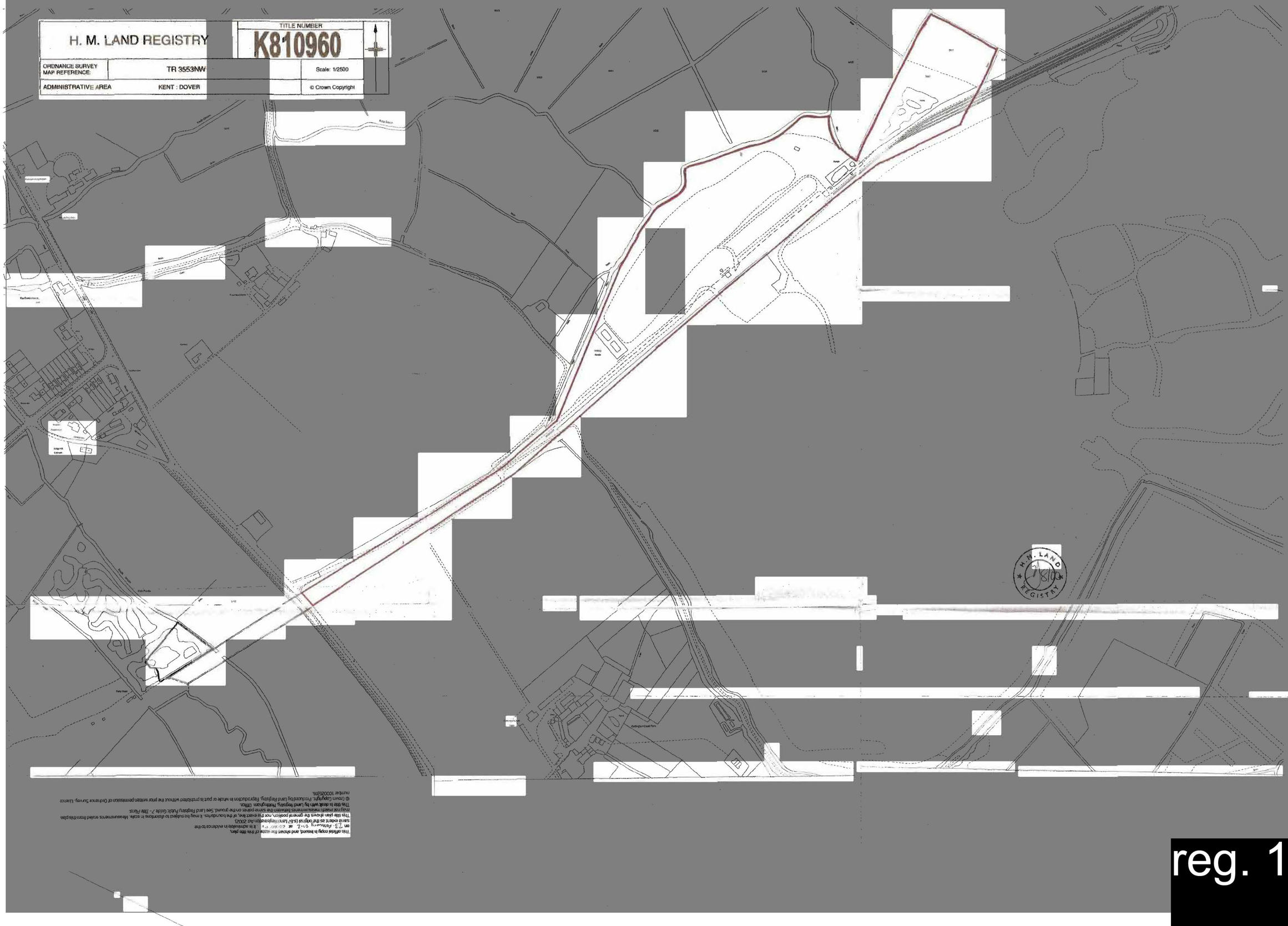
This title is dealt with by Land Registry, Nottingham Office.

PLAN 2
Annex A

H. M. LAND REGISTRY

TITLE NUMBER
K810960

ORDNANCE SURVEY MAP REFERENCE	TR 3553NW		Scale: 1/2500
ADMINISTRATIVE AREA	KENT : DOVER		© Crown Copyright

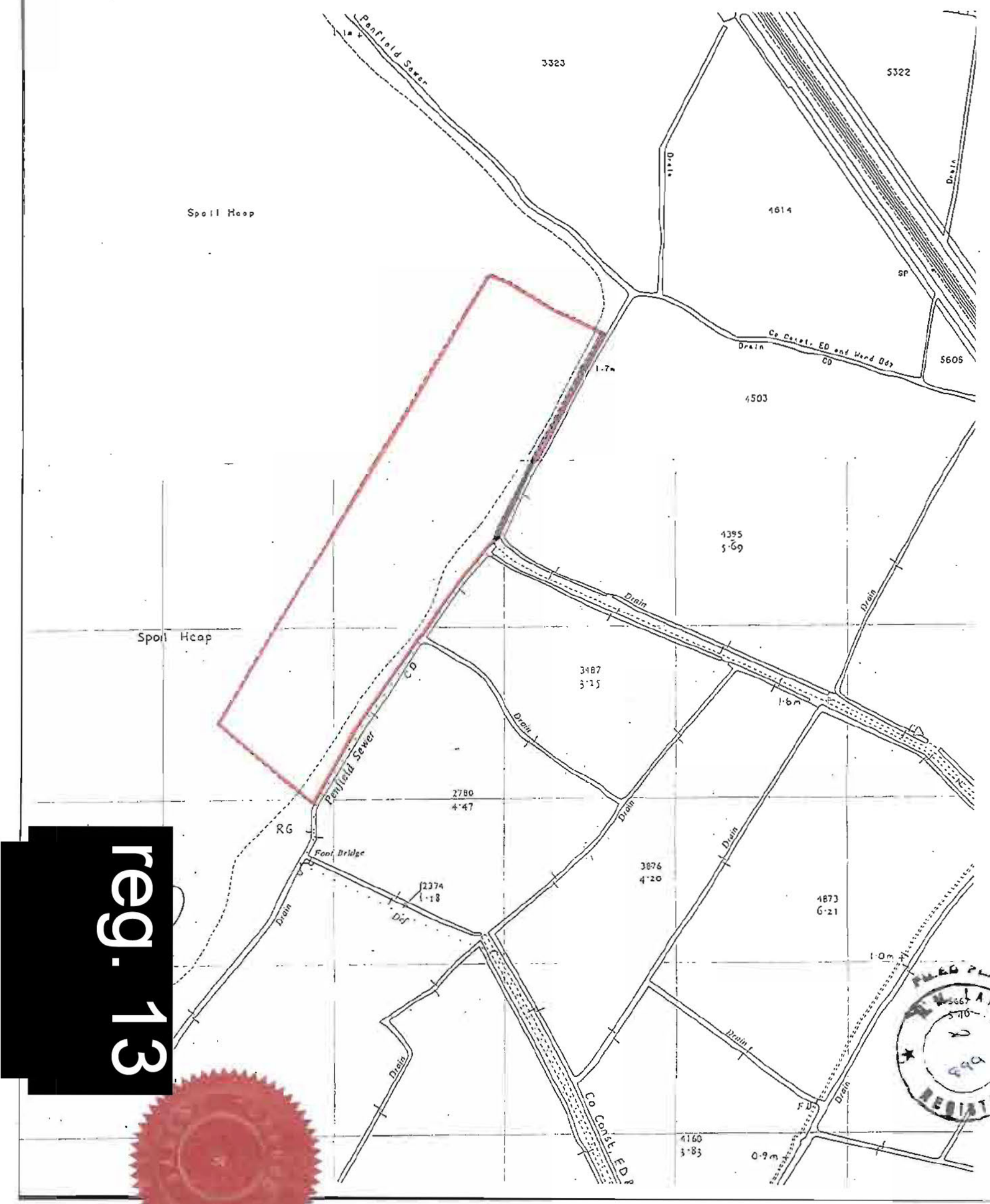

Fish Ponds
Fish Ponds
Pump House
Pump House
Pump House

H. M. LAND REGISTRY

TITLE NUMBER

K 799894

ORDNANCE SURVEY MAP REFERENCE:	TR 3653 TR 3654	Scale:1/2500
ADMINISTRATIVE AREA KENT: DOVER		© Crown Copyright



FILED PLAN

reg. 13

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PLAN 2

nnex A

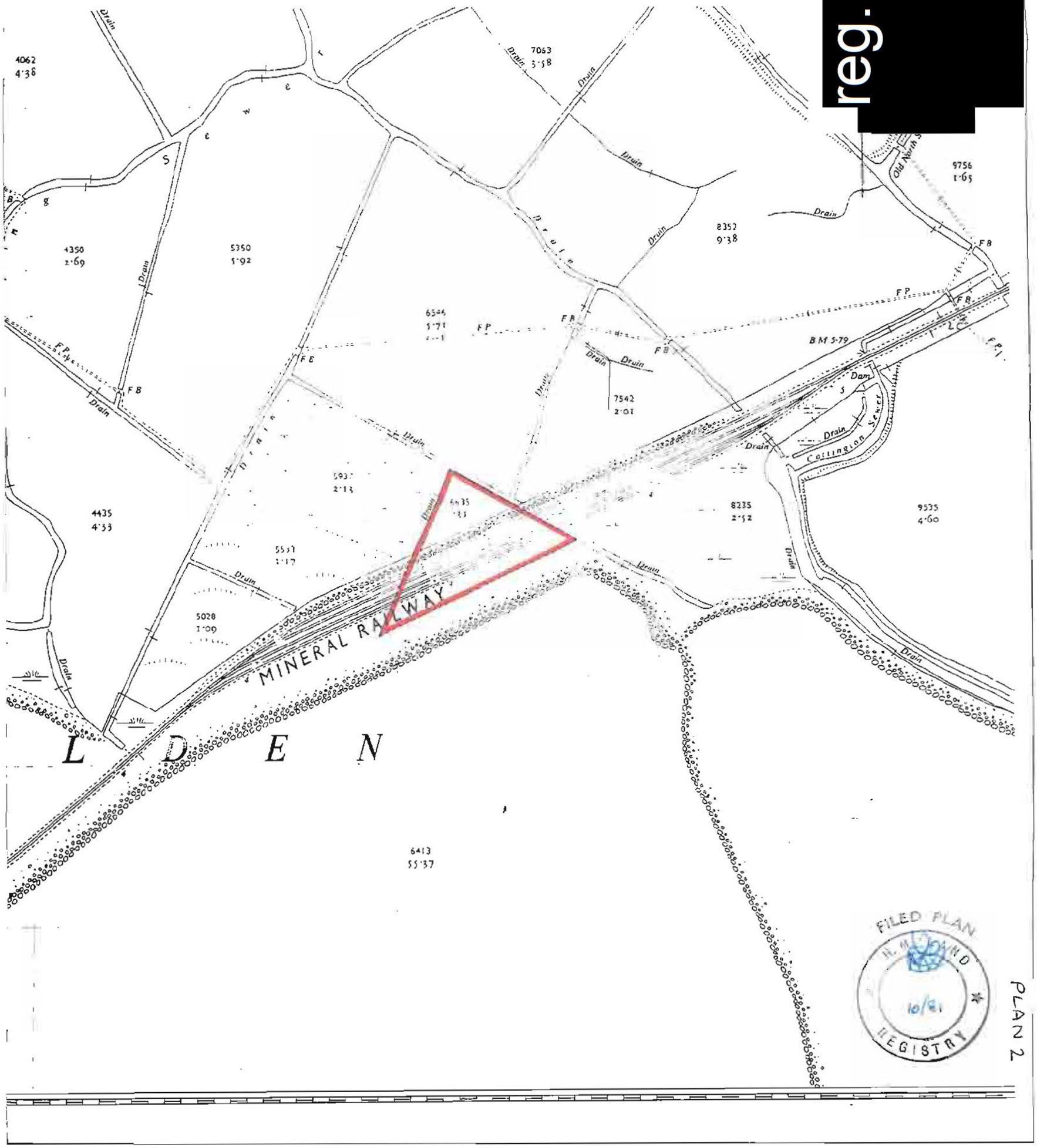
H.M. LAND REGISTRY

TITLE NUMBER

K522626

ORDNANCE SURVEY PLAN REFERENCE	TR 3554	Scale 1/2500
COUNTY KENT	DISTRICT DOVER	© Crown

reg. 13



FILED PLAN
H.M. LAND REGISTRY
10/91

PLAN 2

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PLAN 2

Annex A

Land Registry Official copy of title plan

Title number **K830488**
Ordnance Survey map reference **TR3554SE**
Scale **1:2500**
Administrative area **Kent : Dover**

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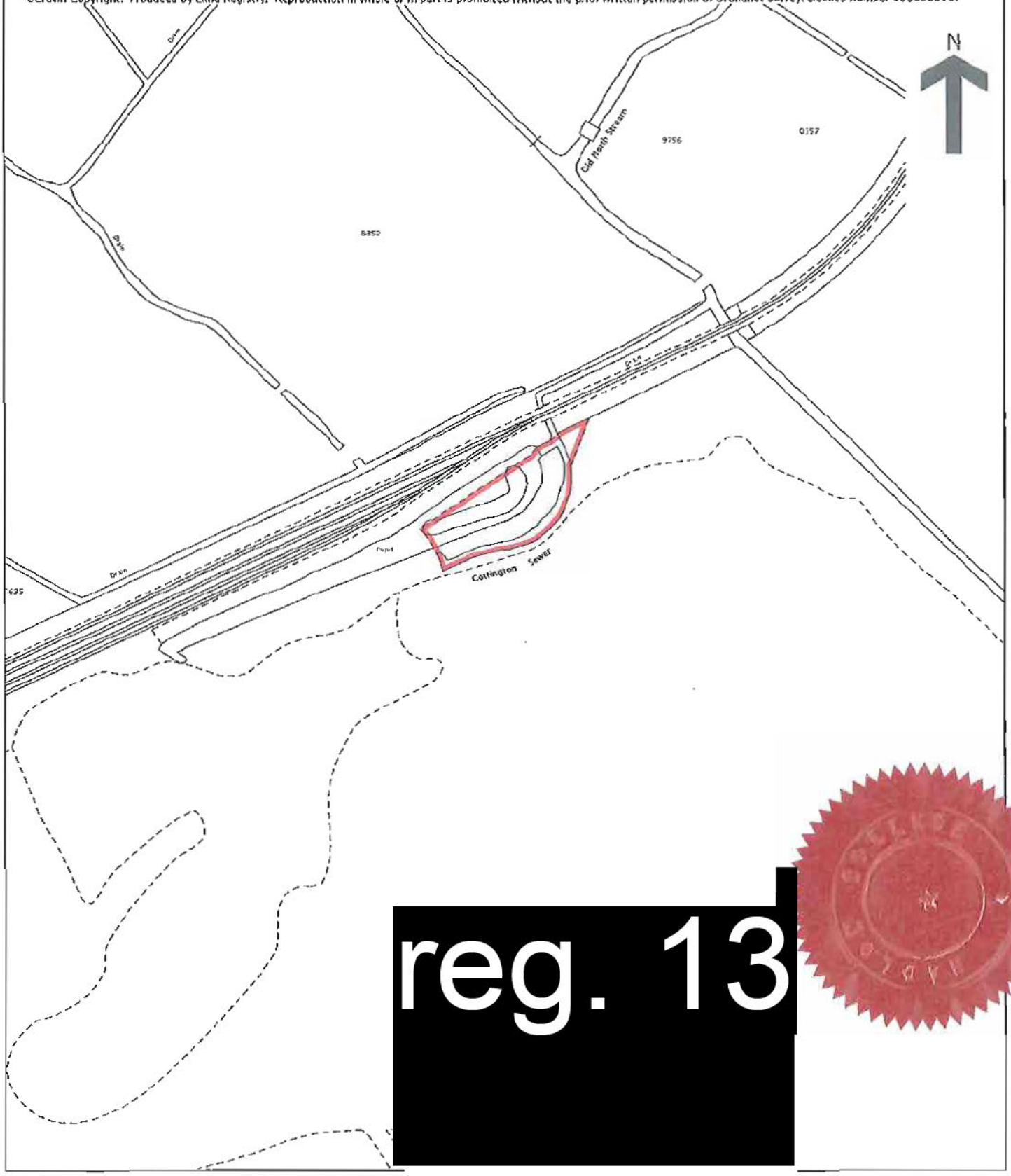

reg. 13

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H.M. LAND REGISTRY

TITLE NUMBER	
K494672	

ORDNANCE SURVEY PLAN REFERENCE	TR 3453	Scale 1/2500
COUNTY KENT	DISTRICT DOVER	© Crown copyright

NOTE: AREAS ON THIS PLAN ARE EXPRESSED IN ACRES AND HECTARES.

The [illegible] dotted lines [illegible] on the ground plan [illegible] on the date [illegible] may be [illegible] boundary information

reg. 13

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FILED PLAN
H.M. LAND
2180.
REGISTRY

PLAN 2
Annex A

PLAN 2

Annex A

Land Registry Official copy of title plan

Title number **K860361**
Ordnance Survey map reference **TR3453NE**
Scale **1:2500**
Administrative area **Kent : Dover**

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reg. 13

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PLAN 2

Annex A

M.B. 25

H.M. LAND REGISTRY

Filed Plan of Title No. K281110

Scale

County— KENT

O.S. Sheet TR2954 & TR3054

J. T. & S./S

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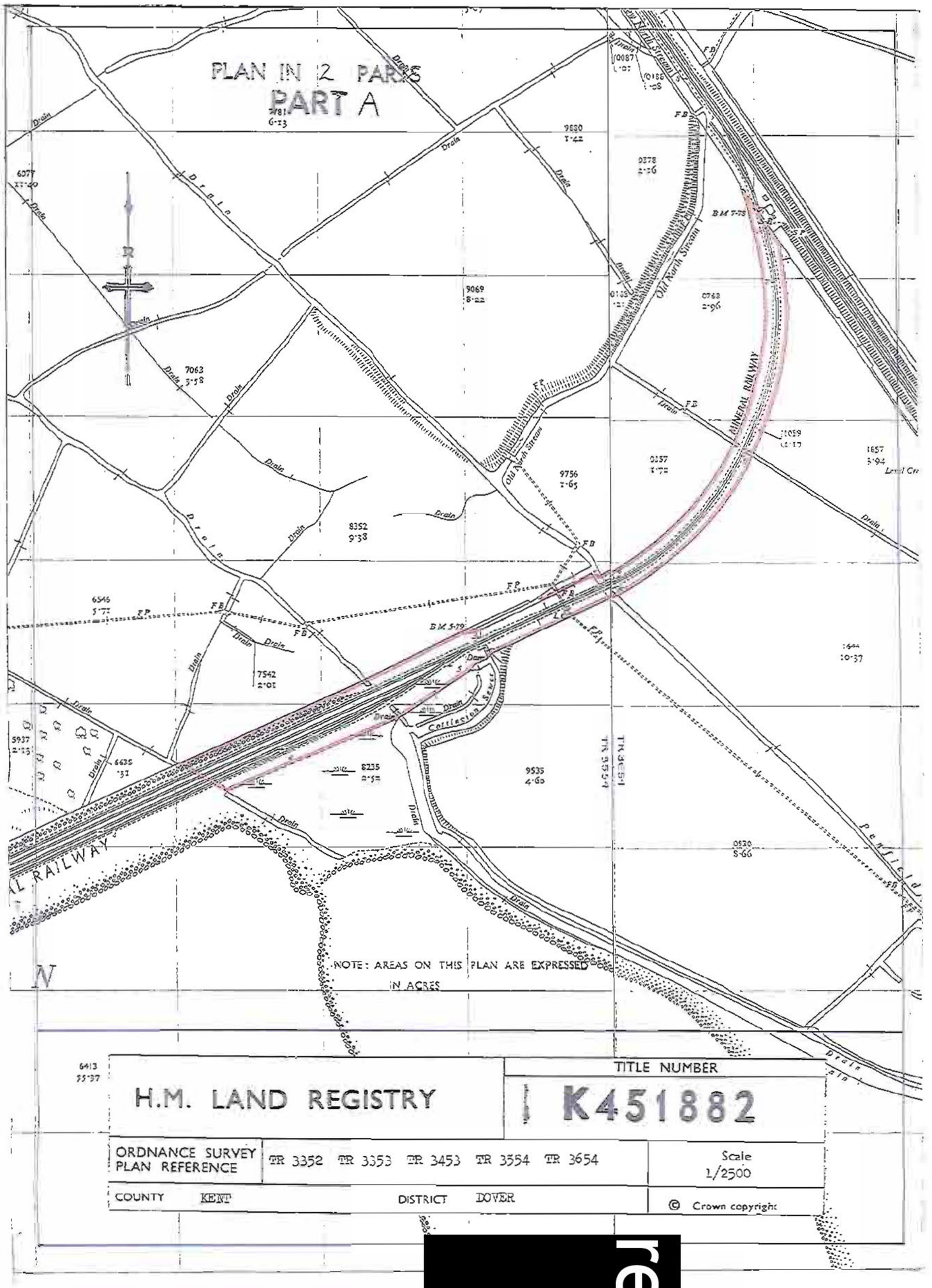
H.M. LAND REGISTRY
3/67
PLANS BRANCH

PLAN IN 2 PARTS

PART A



H.M. LAND REGISTRY	TITLE NUMBER K451882
ORDNANCE SURVEY PLAN REFERENCE	TR 3352 TR 3353 TR 3453 TR 3554 TR 3654 — Scale 1/2500
COUNTY KENT — DISTRICT DOVER	© Crown copyright

This official copy is incomplete without the preceding notes page.

[redacted] reg. 13

PLAN 2 Annex

PLAN 3

Annex A

Playing Field

Produce Packing Plant

Pig Sty

Pond

Shelter

CIRCULAR ROAD

NORTH WAY

30.8m

30.4m

24.9m

23.0m

The Gate House

El Sub Sta

Almond House

COLDERS WAY

Communication Mast

El Sub Sta

Club

Stone

Tanks

El Sub Sta

Pond

Track

El Sub Sta

Biomass Boiler House

Tanks

22.5m

32.0m

Slurry Pit

Track

153200

153100

153000

152900

152800

152700

152600

633300

633400

633500

633600

633700

633800

633900

634000

634100

reg. 13

Homes & Communities Agency

Spatial and Market Intelligence

Tel. 0300 1234500

Email - spatialintelligence@hca.gsi.gov.uk

www.homesandcommunities.co.uk

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Homes and Communities Agency GD 100049283

TITLE

Proposed Business Park Plots.
Betteshanger.
Deal.
Dover.

N

HTP NO	PCS NO		
-	-		
DRG NO	DATE	SCALE	SIZE
APH1140_A	03.05.2013	1:2500	A3

PURPOSE OF ISSUE	REV.	DATE	INITIALS

From: [redacted]
To: reg. 1reg. 13reg. 13reg. reg. 13 reg. 1reg. 13
Subject: FW: Farewell
Date: 29 July 2019 09:09:06
Attachments: image001.jpg
image002.jpg
image003.jpg
image004.png
image005.jpg

FYI below via reg. 13 reg. 13 reg. 13 is leaving his post as Director of Betteshanger Sustainable Parks.

Kind regards

reg. 13

[redacted] reg. 13
reg. 1reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

Winner – 'Law Firm of the Year' at The Legal Business Awards 2019

Winner – 'Energy & Infrastructure Team of the Year' 2016, 2018, 2019 at The Legal Business Awards

Ranked No.1 Legal Planning team by Planning Magazine in 2015, 2016, 2017 and 2018

Proud to have been named Stonewall Employer of the Year in the Stonewall Top 100 Employers 2019

From: reg. 13reg. 13 [mailto:reg. 13reg. 13homesengland.gov.uk]
Sent: 29 July 2019 09:07
To: reg. 13 reg. 13 reg. reg. 13
Cc: reg. 13reg. 13
Subject: [EXTERNAL] FW: Farewell

See below.

Regards

reg. 13 reg. 13 | reg. 13 | Homes England | Tel: reg. 13 | Mob: reg. 13 |

[redacted]

#MakingHomesHappen
We're the government's housing accelerator. We have the appetite, influence, expertise and resources to drive positive market change. Find out more and help make this happen.

cid:image002.jpg@01D4711A.7F0947B0

[redacted]

Homes England was launched by the Secretary of State on 11 January 2018. Homes England is the trading name of Homes and Communities Agency (the legal entity). Please note that our email addresses have changed from hca.gsi.gov.uk to homesengland.gov.uk – although emails sent to our old email addresses will be forwarded for 12-months, it would be appreciated if you would update your records to reflect this change.
Please forward any Freedom of Information Requests to: **enquiries@homesengland.gov.uk**

Any post should be sent to Homes England Northstowe Office: Northstowe House Rampton Road Longstanton Cambridge CB24 3EN

From: reg. 13reg. 13 [mailto:reg. 13reg. 13betteshangerparks.co.uk]
Sent: 26 July 2019 16:54
Subject: Farewell

Dear Colleagues

As you may be aware, today is my last day as Director of Betteshanger Sustainable Parks. After nearly five years in post, it's with a mixture of emotions that I leave the organisation. The issues surrounding Hadlow College and the subsequent Educational Administration have frustrated the development of the site, resulting in significant delays and the ultimate decision to sell the site.

The Betteshanger vision remains incredibly exciting and I take reassurance in the knowledge that the Park is in safe hands with its impending sale and exciting plans for development. I wish it nothing but success for the future.

I'm excited to start in my new role at Chatham Historic Dockyard Trust on 2 September as Special Projects Manager and Assistant Chief Executive. My email for the new role (once in post) will be reg. 13

It has been a pleasure working with you over the years and am sure that many of us will cross paths again.

Regards

reg. 13

reg. 13
Betteshanger Sustainable Parks
Betteshanger
reg. 13
reg. 13

[redacted]

From: reg. 13 [redacted] bdo.co.uk>
Sent: 30 July 2019 08:32
To: reg. 13 [redacted]
Cc: [redacted] reg. 13
Subject: FW: Betteshanger Parks [PM-AC.FID3926546] [BDO-UK.FID6392658]

Hadlow College – in Education Administration

reg. 13 please accept this as an intro to reg. 13 from Homes England

reg. 13 I understand you would like to speak to Homes England and reg. 13 has kindly agreed to discuss the Betteshanger matter with you.

His contact number is reg. 13 [redacted]

Many thanks

reg. 13

[redacted] reg. 13 [redacted]
reg. 13 [redacted]
reg. 13 [redacted] (Mobile)
reg. 13 reg. 13 [redacted] bdo.co.uk

From: reg. 13 reg. 13 reg. 13 [redacted] <reg. 13 reg. 13 [redacted] pinsentmasons.com>
Sent: 29 July 2019 18:51
To: reg. 13 reg. 13 <reg. 13 reg. 13 [redacted] bdo.co.uk>
Cc: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>; reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Subject: RE: Betteshanger Parks [BDO-UK.FID6392658] [PM-AC.FID3926546]

Attention: This email originated outside BDO LLP. Please be extra vigilant when opening attachments or clicking links.

reg. 13

By way of update, we spoke with our client today in relation to the above matter. reg. 13 reg. 13 at HE, who was on the call last week, would be happy to speak to the proposed purchaser.

reg. 13 telephone number is: reg. 13 [redacted] if you could please pass this on.

Kind regards

reg. 13 reg. 13
reg. 13 [redacted]
for Pinsent Masons LLP

D: reg. 13 [redacted] M: reg. 13 [redacted] I: reg. 13

Winner – 'Law Firm of the Year' at The Legal Business Awards 2019

Winner – 'Law Firm of the Year' at The Lawyer Awards 2018

From: reg. 13 reg. 13 reg. 13 [mailto:reg. 13 reg. 13 pinsentmasons.com]
Sent: 26 July 2019 15:13
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: Re: Betteshanger Parks [BDO-UK.FID6392658] [PM-AC.FID3926546]

reg. 13

Further to your exchange with reg. 13 yesterday, please find attached a draft deed of covenant. The attached is subject to our client's review and comments but we are circulating in the interest of speed.

Please note that there are a number of sections highlighted yellow which will need to be completed once we have further details of the proposed sale.

If you have any queries in relation to the attached, please let us know.

Kind regards

reg. 13 reg. 13
reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

Winner – 'Law Firm of the Year' at The Legal Business Awards 2019

Winner – 'Law Firm of the Year' at The Lawyer Awards 2018

From: reg. 13 X reg. 13 [mailto:reg. 13 X.reg. 13 bdo.co.uk]
Sent: 25 July 2019 17:10
To: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 (reg. 13 reg. 13 homesengland.gov.uk)
Subject: [EXTERNAL] RE: Betteshanger Parks [PM-AC.FID3926546] [BDO-UK.FID6392658]

Thanks reg. 13

I will pass Sch 3 on to the proposed purchaser.

The intention is to sell the following assets owned by Hadlow College – in Education Administration, which would incorporate all the land granted by HE.

- The entire share capital of Betteshanger Sustainable Park Limited (the owner of the Sustainable Park land)
- The entire share capital of Betteshanger Country Park Limited (the company that manages both the Sustainable and Country parks)
- The Country Park land owned by Hadlow College.

If you need anything further please do not hesitate to contact me.

Kind regards

reg. 13

reg. 13
reg. 13
reg. 13 (Mobile)

reg. 13 bdo.co.uk

From: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Sent: 25 July 2019 16:56
To: reg. 13 bdo.co.uk>; reg. 13 reg. 13 reg. 13
<reg. 13 reg. 13 pinsentmasons.com>
Cc: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>; reg. 13 reg. 13
(reg. 13 reg. 13 homesengland.gov.uk) <reg. 13 reg. 13 homesengland.gov.uk>
Subject: RE: Betteshanger Parks [BDO-UK.FID6392658] [PM-AC.FID3926546]

Attention: This email originated outside BDO LLP. Please be extra vigilant when opening attachments or clicking links.

reg. 13

Thanks for the update. I am taking instructions on the request to contact HE direct and will confirm. The deed of covenant will follow, although the format is prescribed in Sch 3 (page 14) of the attached transfer, in case it assists in the meantime.

Please can you confirm the extent of the property being sold? Is it the whole site?

Kind regards

reg. 13

reg. 13
reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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Winner – 'Law Firm of the Year' at The Lawyer Awards 2018

From: reg. 13 bdo.co.uk]
Sent: 25 July 2019 16:04
To: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: [EXTERNAL] Betteshanger Parks [BDO-UK.FID6392658]

Dear reg. 13 and reg. 13

Hadlow College – in Education Administration

Further to our call of Tuesday, please note that we have now entered a period of exclusivity (expires in three weeks) with Quinn Estates Limited.

In view of this are you able to provide a copy of the Deed of Covenant Homes England will require from them, so we can share it.

They are also keen to have a conversation with the appropriate people within HE. Would you/HE be open to this?

Many thanks

reg. 13

reg. 13
reg. 13

For and on behalf of BDO LLP
2 City Place
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UNITED KINGDOM
+44 (0)1293 591 000
www.bdo.co.uk

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[redacted]

From: reg. 13 reg. 13
Sent: 30 July 2019 13:57
To: reg. 13 reg. 13
Cc: reg. 13
Subject: RE: Betteshanger, Kent - Sale by the Receivers to Hadlow College

Afternoon reg. 13
Hope you are well, thanks for this, I had a session with Pinsent's yesterday and understand they have forwarded my details so once I have had a chat I will come back to you.

Kind Regards

reg. 13

From: reg. 13 reg. 13
Sent: 30 July 2019 10:38
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13
Subject: Betteshanger, Kent - Sale by the Receivers to Hadlow College

reg. 13

I've just had a short meeting with reg. 13 and reg. 13 reg. 13 from Quinn Estates who have been shortlisted as the preferred purchasers of this site. reg. 12(5)(e) .

Quinn is a medium sized developer in Kent with a very good track record of both residential and commercial development and we have worked with them on a number of projects over the last couple of years. They have significant development proposals for Betteshanger including a considerable enhancement to the Country Park recreation and leisure activities and residential development on the site currently allocated for commercial use. They have a clear objective to create a demonstration project and are willing to construct a modular production facility to accelerate the pace of delivery, not only on the site itself but to support other developments in the Dover area which will comprise 3 to 5,000 new homes in the next 3 to 5 years. They will also commit to "future proof" the scheme by investing in the latest low energy technology and aim to achieve zero carbon.

They are well aware of the restrictions on title and are keen to discuss how best to work with Homes England to unlock the scheme quickly. reg. 13 will give you a call to outline their proposals and provide a timescale for the way forward.

If you need any further background once you have spoken to reg. 13 please let me know.

Many thanks and regards.

reg. 13

T: reg. 13

[redacted]

From: reg. 13 bdo.co.uk>
Sent: 06 August 2019 15:54
To: [redacted]
Cc: [redacted]
Subject: RE: Betteshanger Parks [PM-AC.FID3926546] [BDO-UK.FID6392658]

Hi reg. 13

I don't believe that I responded to this but please accept this as confirmation that the intention is to sell the entirety of the Betteshanger Sustainable Park and Betteshanger Country Park (albeit I believe that minimal value will be ascribed to either the Country Park land or BCPL).

Kind regards

reg. 13

reg. 13
reg. 13
reg. 13 (Mobile)
reg. 13 do.co.uk

From: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Sent: 25 July 2019 16:56
To: reg. 13 bdo.co.uk>; reg. 13 reg. 13 reg. 13
<reg. 13 reg. 13 pinsentmasons.com>
Cc: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>; reg. 13 reg. 13
(reg. 13 reg. 13 homesengland.gov.uk) <reg. 13 reg. 13 homesengland.gov.uk>
Subject: RE: Betteshanger Parks [BDO-UK.FID6392658] [PM-AC.FID3926546]

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Kind regards

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reg. 13
reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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Winner – 'Law Firm of the Year' at The Lawyer Awards 2018

From: reg. 13 bdo.co.uk]
Sent: 25 July 2019 16:04
To: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: [EXTERNAL] Betteshanger Parks [BDO-UK.FID6392658]

Dear reg. 13 and reg. 13

Hadlow College – in Education Administration

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Many thanks

reg. 13

reg. 13
reg. 13

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UNITED KINGDOM
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From: [redacted]
To: reg. 13 reg. 13
Cc: [redacted] reg. 13
Subject: RE: TMS alert Betteshanger
Date: 05 September 2019 09:10:30
Attachments: image003.png
image004.jpg
image005.png

reg. 13

Done, I have put reg. down as the recommending officer.

Regards

reg. 13 reg. 13 | reg. 13 | Homes England | Tel: reg. 13 | Mob: reg. 13 |

[redacted]

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cid:image002.jpg@01D4711A.7F0947B0

[redacted]

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Please forward any Freedom of Information Requests to: enquiries@homesengland.gov.uk

Any post should be sent to Homes England Northstowe Office: Northstowe House Rampton Road Longstanton Cambridge CB24 3EN

From: reg. 13 reg. 13
Sent: 05 September 2019 08:39
To: reg. 13 reg. 13
Cc: reg. reg. 13
Subject: RE: TMS alert Betteshanger

Morning
The G4 for the Deed of Covenant required as a result of the transfer hasn't been approved yet but we will get that sorted in the coming days. I gather they are looking at next Friday to conclude this one so you can approve the TMS and I will instruct reg. 13 to hold signed documents until we get the approval signed.
Any problems let me know.

Kind Regards

reg. 13

From: reg. 13 reg. 13
Sent: 05 September 2019 11:22
To: reg. 13 reg. 13
Cc: reg. reg. 13
Subject: TMS alert Betteshanger

Dear reg. 13

I have received an alert to approve the above. Has this received G4 approval or is that about to be done? Is this the sale of the Business Park to Quinn Estates? If so, I presume they are taking on all the liabilities including the £1 M KCC charge and the responsibility for the drainage and sewage system serving the neighbouring village?

Regards

reg. 13 reg. 13 | reg. 13 | Homes England | Tel: reg. 13 | Mob: reg. 13 |

[redacted]

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cid:image002.jpg@01D4711A.7F0947B0

[redacted]

Homes England was launched by the Secretary of State on 11 January 2018. Homes England is the trading name of Homes and Communities Agency (the legal entity). Please note that our email addresses have changed from hca.gsi.gov.uk to homesengland.gov.uk – although emails sent to our old email addresses will be forwarded for 12-months, it would be appreciated if you would update your records to reflect this change.
Please forward any Freedom of Information Requests to: enquiries@homesengland.gov.uk

Any post should be sent to Homes England Northstowe Office: Northstowe House Rampton Road Longstanton Cambridge CB24 3EN

[redacted]

From: [redacted]
Sent: 10 September 2019 14:48
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13
Subject: RE: UH and Homes England: BioPark [M&R-FirmDMS.FID37543213]

Afternoon
I confirmed that I had no comments on the letter and Eversheds were to send it out, I have chased Eversheds though.

Kind Regards

reg. 13

From: reg. 13 reg. 13 [mailto:reg. 13 herts.ac.uk]
Sent: 10 September 2019 13:58
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13
Subject: FW: UH and Homes England: BioPark [M&R-FirmDMS.FID37543213]

Hi reg. 13

Hope you are well.

Is there anything you can do to help push this along? We are meeting our purchaser tomorrow and receiving the letter this afternoon would be very helpful with our discussions.

Kind regards

reg. 13

[redacted] reg. 13
reg. 13
Department of Estates
University Of Hertfordshire
College Lane
Hatfield, AL10 9AB reg. 13
internal extension 5013
Mobile reg. 13
www.herts.ac.uk

[redacted]

Keeping the University Working

For all estates enquiries please call 3019 / 01707 286019 or email estates@herts.ac.uk

---

From: reg. 13 reg. 13 <reg. 13 reg. 13 Mills-Reeve.com>
Date: Tuesday, 10 September 2019 at 11:04
To: "reg. 13 reg. 13 <reg. 13 eversheds-sutherland.com>
Cc: reg. 13 reg. 13 <reg. 13 herts.ac.uk>, "reg. 13 reg. 13 <reg. 13 eversheds-

sutherland.com>, reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>, reg. 13 reg. 13 <reg. 13 reg. 13 mills-reeve.com>
Subject: RE: UH and Homes England: BioPark [M&R-FirmDMS.FID37543213]

Dear reg. 13

I note that we have not yet received the letter from you as discussed in the concall last week. Could you please come back to me on this as soon as possible, so my client is able to provide their buyer with comfort they need?

I look forward to hearing from you.

Kind regards

reg. 13

reg. 13 reg. 13
reg. 13
for Mills & Reeve LLP

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Tel: reg. 13
Twitter: @MillsandReeve
reg. 13 reg. 13 Mills-Reeve.com
www.mills-reeve.com

Botanic House, 100 Hills Road
Cambridge CB2 1PH

From: reg. 13 reg. 13 <reg. 13 reg. 13 Mills-Reeve.com>
Sent: 06 September 2019 20:09
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>; reg. 13 reg. 13 <reg. 13 eversheds-sutherland.com>; reg. 13 reg. 13 <reg. 13 reg. 13 mills-reeve.com>
Cc: reg. 13 reg. 13 <reg. 13 reg. 13 Mills-Reeve.com>; reg. 13 herts.ac.uk' <reg. 13 herts.ac.uk>; reg. 13 reg. 13 <reg. 13 eversheds-sutherland.com>
Subject: RE: UH and Homes England: BioPark [M&R-FirmDMS.FID37543213]

Dear reg. 13

You will have seen my undertaking below and have understood from our conference call the urgent need to give my client's buyer comfort with respect to the restriction Homes England has on the title at Bio Park.

I should be grateful if you would revert as soon as possible with respect to the proposed letter below.

I am away next week and have copied in reg. 13 and reg. 13 who will look after this matter in my absence.

Kind regards

reg. 13

Reg 13
for Mills & Reeve LLP

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reg. 13 reg. 13 Mills-Reeve.com
www.mills-reeve.com
www.property-matters-law.co.uk

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Cambridge CB2 1PH

From: reg. 13 reg. 13 <reg. 13 reg. 13 Mills-Reeve.com>
Sent: 04 September 2019 19:08
To: reg. 13 reg. 13 <reg. 13 eversheds-sutherland.com>; reg. 13 reg. 13

<reg. 13reg. 13 homesengland.gov.uk>
Cc: reg. 13reg. 13 <reg. 13reg. 13 Mills-Reeve.com>; reg. 13 herts.ac.uk' <reg. 13 herts.ac.uk>; reg. 13 reg. 13 <reg. 13 eversheds-sutherland.com>
Subject: RE: UH and Homes England: BioPark [M&R-FirmDMS.FID37543213]

reg. 13

We undertake to pay your client's reasonable and proper legal costs plus Value Added Tax incurred in connection with the transaction mentioned below whether or not the transaction proceeds to completion provided that the total amount payable under this undertaking does not exceed the sum of two thousand four hundred pounds (£2,400.00).

Kind regards

reg. 13

reg. 13 reg. 13
Reg 13 reg. 13
for Mills & Reeve LLP

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Cambridge CB2 1PH

From: reg. 13 reg. 13 <reg. 13 eversheds-sutherland.com>
Sent: 04 September 2019 15:29
To: reg. 13 reg. 13 <reg. 13 reg. 13 Mills-Reeve.com>; reg. 13 reg. 13 <reg. 13reg. 13 homesengland.gov.uk>
Cc: reg. 13reg. 13 <reg. 13reg. 13 Mills-Reeve.com>; reg. 13 herts.ac.uk' <reg. 13 herts.ac.uk>; reg. 13 reg. 13 <reg. 13 eversheds-sutherland.com>
Subject: RE: UH and Homes England: BioPark [M&R-FirmDMS.FID37543213]

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reg. 13

I have copied reg. 13 in to this email. We will have a look at this and come back to you in due course.

Please can you provide your undertaking as discussed. I estimate our fees for the agreement for release, deed of release and review and advice on the below will be £2,000 plus VAT.

Kind regards

reg. 13 reg. 13 | reg. 13reg. 13 | Real Estate | Eversheds Sutherland (International) LLP

T: reg. 13
M: reg. 13

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From: reg. 13 reg. 13 [mailto reg. 13 reg. 13 Mills-Reeve.com]
Sent: 04 September 2019 15:25
To: reg. 13 reg. 13 reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 herts.ac.uk'
Subject: UH and Homes England: BioPark [M&R-FirmDMS.FID37543213]

All

Thanks very much for your time on the call earlier. reg. 13 please can you let me have reg. 13 contact details? My colleague reg. 13 is copied in and her direct dial is reg. 13

I attach a mark-up of the letter and we would be extremely grateful if this could be actioned urgently:

RIDER 1 is : "You have found a buyer and this letter is intended to give comfort that Homes England is supportive of the closure of BioPark and its redevelopment as housing."

RIDER 2 is: "We are currently in discussions as to any clawback due but"

My handwriting is pretty terrible and so I have set out the text as proposed below:

Dear Mr reg. 13

BIOPARK, WELWYN GARDEN CITY, HERTFORDSHIRE

I am writing with reference to the above and in regard to our recent telephone and email correspondence. You have found a buyer and this letter is intended to give comfort that Homes England is supportive of the closure of BioPark and its redevelopment as housing.

I note and accept that the BioPark facility is currently unviable and therefore the University are seeking to exit the asset via a market disposal, potentially for residential redevelopment. As we have discussed, Homes England are here to help the University achieve their overarching objective of securing an exit from the site and are keen to see the building brought forward for an alternate use which will provide economic activity and potential residential development in the area.

Under the terms of the funding agreement dated 31st January 2006 between East of England Development Agency (now Homes England) and University of Hertfordshire Higher Education Corporation the proposed course of action would constitute a trigger event and clawback would potentially be due on the terms set out in the funding agreement. We are currently in discussions as to any clawback due but having mind to the projected capital values put forward by Lambert Smith Hampton on your behalf the prospect of any clawback being due is understood to be highly unlikely.

The final request regarding the clarification of the timing that the University will be released from the obligations in the Agreement reg. 13 in my opinion, be at the point that Biopark is brought to a close although I am happy to discuss this further if needs be.

I trust that this letter provides you and your buyer with the comfort you require to pursue your desired objective of seeking to exit the building and for the sale of land for development.

Yours sincerely

reg. 13 reg. 13

Kind regards

reg. 13

reg. 13 reg. 13
Principal reg. 13
for Mills & Reeve LLP

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[redacted]

From: [redacted]
Sent: 15 September 2019 16:53
To: [redacted]
Subject: FW: RE your ref: Reg 13 [redacted], Hadlow College (in Administration) & Betteshanger Pit head and Slag Heap

For info

From: reg. 13 reg. 13
Sent: 12 September 2019 13:25
To: reg. 13 reg. 13
Subject: RE: RE your ref: Reg 13 [redacted], Hadlow College (in Administration) & Betteshanger Pit head and Slag Heap

Hello again

I have located a file for this matter in our working area and I can see that you have been involved.

Please can you give me a call when you're available to discuss allocation of the enquiry.

Thanks
reg. 13

From: reg. 13 reg. 13
Sent: 11 September 2019 16:24
To: reg. 13 reg. 13
Subject: FW: RE your ref: Reg 13 [redacted], Hadlow College (in Administration) & Betteshanger Pit head and Slag Heap

Hello reg. 13

Does this mean anything to you?

I can see from the Coalfields transfer schedules that some land at Betteshangar did come to us on the dissolution of SEEDA.

I think the enquirer is suggesting that we (or a predecessor) imposed some covenants on a previous sale and they are asking whether we are intending to enforce.

I can't find anything for Betteshangar in the deeds system just wondering if your amazing memory has a little bit of space occupied by this one??

Thanks
reg. 13

[redacted] reg. 13
reg. 13 [redacted]

[redacted]

reg. 13 [redacted]
reg. 13 [redacted]

Arpley House
110 Birchwood Boulevard
Birchwood
Warrington
WA3 7QH

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From: reg. 1Reg 13 [mailto:reg. 1Reg 13
Sent: 11 September 2019 16:02
To: Property Consents; reg. 13 reg. 13
Cc: Homes England Enquiries
Subject: RE: RE your ref: Reg 13, Hadlow College (in Administration) & Betteshanger Pit head and Slag Heap

I made the following enquiry on the 3rd of July and was promised a 5 day response. I understand the land is close to being sold to some one else and I still have no answer.
"Dear Sirs,
I am a resident of the parish of Northbourne in Kent where the Betteshanger Pit used to be. The slag heap and pit head were transferred to SEEDA once the mine closed and then to you via the Office of the Deputy Prime Minster's Office. Many millions of public money have been lavished on the site and the local community have got little from it except a small public park. The Joint Educational Administrators have decided the land should be disposed of quickly and without consulting the local community. I believe there are still a number of covenants on the land which the HCA issued when they controlled the site.
The community would like to be involved in the development of the site I would like to know if you intend to enforce the covenants or are you considering removing them in the forthcoming sale.

Regards"

There is to be an election in the Parish of Northbourne this month and it would be good to know what is happening in the run up to that.

Regards

reg. 13 reg. 13
Reg 13
Betteshanger
Deal Reg 13

From: reg. 13 reg. 13 <reg. 13reg. 13 homesengland.gov.uk> **On Behalf Of** Homes England Enquiries
Sent: 11 September 2019 15:50
To: reg. 13Reg 13

Subject: RE: RE your ref: , Hadlow College (in Administration) & Betteshanger Pit head and Slag Heap

Dear

Apologies for the delay in response.

Your email was referred to our Legal department. Please contact propertyconsents@homesengland.gov.uk or alternatively, you can email homesengland.gov.uk

Thank you.

Kind Regards

Enquiries Advisor

****Please note, my working days are Mondays and Tuesdays (for Help to Buy) and Wednesdays to Fridays (for Enquiries). Thank you.****

If we are unable to provide a full response to your enquiry, we will contact you to advise of the delay and let you know when you might reasonably expect a reply.

Kind Regards
EnquiriesTeam
Homes England

[redacted]

From: [redacted]
Sent: 15 September 2019 16:45
To: reg. 13 reg. 13
Subject: RE: Reg 13 [redacted], Hadlow College (in Administration) & Betteshanger Pit head and Slag Heap

reg. 13 didn't send me a copy, she was sending it back via enquiries basically confirming that the new purchaser was entering into a DoC to abide by the existing covenants, that was his ask! I will send you the original one from reg. 13 separately.

Thanks
reg. 13

From: reg. 13 reg. 13
Sent: 15 September 2019 09:45
To: reg. 13 reg. 13
Subject: FW: Reg 13 [redacted], Hadlow College (in Administration) & Betteshanger Pit head and Slag Heap

Is this the one we talked through on Friday? Do you know where the original response is that is referred to? Is that what reg. 13 sent out?

From: reg. 13 Reg 13 [redacted]
Sent: 13 September 2019 11:35
To: CALenquiries
Subject: ref: Reg 13 [redacted], Hadlow College (in Administration) & Betteshanger Pit head and Slag Heap

Further to your response to my original enquiry why do you intend to make the purchaser, a development company, adhere to the educational, student accommodation and business restriction in your covenants. If you intend to change the covenants will you be involving the local community who have been let down since the pit closed? The have been almost £60m (in current terms) spent by the public purse so far and all the residents have are a small park and a sewage plant!
The local parish intends to write a Local Development Plan and as all the planning permission have now lapsed it would be good if we could all work to a common goal for the good of the parish. I have been in touch with the developer and we have a good relationship so it would be good for us to have an open dialogue.

Regards

reg. 13 reg. 13
Reg 13
Betteshanger
Deal Reg 13

From: reg. 13 reg. 13
To: reg. 13 reg. 13
Subject: G4 - Betteshanger
Date: 10 October 2019 14:29:00
Attachments: G4 CALAB Oct 2019.docx

Will you just read this one before the meeting and see what you think? I haven't gone down the audit of the dowry route as the transfer to Quinn protects us under the terms of the funding agreement but let m know if you think that needs to go in.

reg. 13

reg. 13

Homes England
St. George's House
Team Valley
Gateshead
NE11 0NA

Email: reg. 13reg. 13 homesengland.gov.uk
Telephone: (reg. 13 (Direct Line)
Fax reg. 13
Mobile: reg. 13

From: [redacted]
To: [redacted]
Subject: RE: Homes England deal
Date: 14 October 2019 10:31:57
Attachments: image001.png
image002.jpg

Morning

If you could approve these and send to [redacted] as recommending officer I would be grateful. [redacted] will then hold them until the Gateway 4 is signed off.

Kind Regards

[redacted]

OFFICIAL

From: [redacted] homesengland.gov.uk>
Sent: 14 October 2019 10:19
To: [redacted] homesengland.gov.uk>
Cc: [redacted] homesengland.gov.uk>
Subject: Homes England deal

[redacted]

I have two TMS instructions to approve on the sale and a deed of covenant with a different body from Quinn estates but at the same address. Our you ok for me to approve?

Regards

[redacted] | [redacted] | Homes England | Tel: [redacted] | Mob: [redacted] |

[redacted]

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cid:image002.jpg@01D4711A.7F0947B0

[redacted]

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Please forward any Freedom of Information Requests to: enquiries@homesengland.gov.uk

Any post should be sent to Homes England Northstowe Office: Northstowe House Rampton Road Longstanton Cambridge CB24 3EN

From: reg. 13 reg. 1
To: reg. 13
Subject: Bettshanger Dowry
Date: 01 November 2019 09:26:14
Attachments: 191030 IF sign off - Bettshanger Dowry.pdf
image001.png
image002.jpg

Good morning Both

Please see attached, which has been signed off by reg. 13 on 30th October 2019.

Kind regards

Yours sincerely

reg. 13

reg. 13 reg. 13
Legal Team

reg. 13

Windsor House
42-50 Victoria Street
London
SW1H 0TL

@HomesEngland

Please forward any Freedom of Information Requests to: **foi@homesengland.gov.uk**

Secretariat S & S to: **SecretariatS&S@homesengland.gov.uk**

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cid:image002.jpg@01D4712D.97776BC0

From: reg. 1
To: reg. 1 reg. 13 reg. 13 reg. 1
Cc: reg. 1 reg. 13
Subject: Re: Buckland Mill, Kent - Purdah
Date: 27 November 2019 13:36:15
Attachments: image001.png
image002.jpg
image003.jpg

I have already authorised Betteshangar and it was cleared for purdah purposes.

Let me know and if I need to do anymore please.

Thanks
reg. 1

Get Outlook for iOS

From: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Sent: Wednesday, November 27, 2019 1:32:59 PM
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Cc: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>; reg. reg. 13 <reg. 1 reg. 13 homesengland.gov.uk>
Subject: RE: Buckland Mill, Kent - Purdah

reg. 13

In terms of TMS reg. I believe needs to approve if he has not already.(I recommended him as approver on TMS). I don't know about Purdah approval to proceed and I leave this with reg. 1 reg. 13 to respond on this.

Regards

reg. 13

From: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Sent: 27 November 2019 13:27
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Subject: RE: Buckland Mill, Kent - Purdah

Hi reg. 13

Thank you. The approval we are waiting on is for Bettshanger LEGP-GAO-995

Kind regards

reg. 13

[redacted]

reg. 13 reg. 13
Legal Team

[redacted]

reg. 13

Windsor House
42-50 Victoria Street
London
SW1H 0TL

@HomesEngland

Please forward any Freedom of Information Requests to: **foi@homesengland.gov.uk**

Secretariat S & S to: **SecretariatS&S@homesengland.gov.uk**

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cid:image002.jpg@01D4712D.97776BC0

[redacted]

OFFICIAL

From: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Sent: 27 November 2019 13:26
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Subject: FW: Buckland Mill, Kent - Purdah

As discussed.

Many thanks

From: reg. 13 reg. 1
To: reg. 13 reg. 13 pinsentmasons.com
Cc: reg. 1 reg. 13 reg. 13
Subject: FW: LEGP-GAO-995
Date: 29 November 2019 10:58:22
Attachments: image004.jpg
image005.jpg
image006.png
image007.jpg
image001.png
Scanned from a Homes England Printer.pdf

Good morning reg. 13

As per my emails this morning to you and reg. 13 I attach herewith the execution page for the above to allow you to complete this morning. The hard copy of this document will be sent out in the post today by Special Delivery.

Kind regards

Yours sincerely

reg. 13

reg. 13 reg. 13
Legal Team

reg. 13

Windsor House
42-50 Victoria Street
London
SW1H 0TL

@HomesEngland

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cid:image002.jpg@01D4712D.97776BC0

OFFICIAL

From: reg. 13 <reg. 13 quinn-estates.com>
Sent: 29 November 2019 10:53
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>; reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Cc: reg. 13 reg. 13 pinsentmasons.com' <reg. 13 reg. 13 pinsentmasons.com>; reg. 13 reg. 13 <reg. 13 reg. 13 asb-law.com>
Subject: RE: LEGP-GAO-995

Dear reg. 13

Thank you so much for your time on the phone just now and for confirming that the scanned copy of the doc will be with Pinsents by midday.. This should work with our rather tight timelines for today so I really appreciate all of your help with this.

Many thanks again and kind regards

reg. 1

reg. 13
reg. 13
Quinn Estates Ltd

Tel: reg. 13
DD: reg. 13
Mob: reg. 13
Email: reg. 13 quinn-estates.com
Web: www.quinn-estates.com

Highland Court Farm,
Bridge nr Canterbury
Kent
CT4 5HW

resi

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Quinn Estates Ltd Registered Company Number: 05150902 Registered Office: Quinn Estates Ltd, The Cow Shed, Highland Court Farm, Bridge, Kent, England, CT4 5HW

From: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Sent: 29 November 2019 09:16
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Cc: reg. 13 reg. 13 pinsentmasons.com; reg. 13 <reg. 13 quinn-estates.com>
Subject: RE: LEGP-GAO-995

Morning

Thank you, can we get a scanned copy over to Pinsents as soon as possible (like in the next hour??). The deal is subject to numerous others factors that need to be resolved so any assistance would be greatly appreciated!

Kind Regards

reg. 13

OFFICIAL

From: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Sent: 29 November 2019 09:04
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Cc: reg. 13 reg. 13 pinsentmasons.com
Subject: LEGP-GAO-995

Good morning reg. 13

This document is out for signing and will be sent out today.

Kind regards

Yours sincerely

reg. 13

reg. 13 reg. 13
Legal Team

reg. 13

Windsor House
42-50 Victoria Street
London
SW1H 0TL

@HomesEngland

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Secretariat S & S to: **SecretariatS&S@homesengland.gov.uk**

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cid:image002.jpg@01D4712D.97776BC0

OFFICIAL

From: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Sent: 29 November 2019 08:36
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Subject: FW: [EXTERNAL] Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Morning

Hope you are well, can you do me a favour and let me know who I need to chase up on Secretariat for this one? It is instruction LEGP-GAO-995 and the status is "Sent for Execution" on the 26th November. Everyone is getting a bit nervous as they are completing today so I have been asked to try and assist.

Kind Regards

reg. 13

OFFICIAL

From: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Sent: 28 November 2019 16:14
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Cc: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>; reg. 13 reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Subject: RE: [EXTERNAL] Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Hi reg. 13

I was wondering if you might have heard anything from Secretariat regarding the execution of the Deed of Covenant? I haven't received the usual 'Alert – Returned from Execution' email which might suggest it's not been sealed yet. Any chance you can check with them? If it's not going to be with us tomorrow then that's fair enough, but we will just need to let the other side know as I think they were gearing up to complete tomorrow.

Kind regards

reg. 13

reg. 13
reg. 1reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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From: reg. 13 reg. 1
To: reg. 1 reg. 13
Cc: reg. 13 reg. 13 pinsentmasons.com
Subject: LEGP-GAO-995
Date: 29 November 2019 09:03:56
Attachments: image004.png
image005.jpg
image006.png
image007.png
image008.png

Good morning reg. 13

This document is out for signing and will be sent out today.

Kind regards

Yours sincerely

reg. 13

reg. 13 reg. 13
Legal Team

reg. 13

Windsor House
42-50 Victoria Street
London
SW1H 0TL

@HomesEngland

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Secretariat S & S to: **SecretariatS&S@homesengland.gov.uk**

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cid:image002.jpg@01D4712D.97776BC0

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From: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Sent: 29 November 2019 08:36
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Subject: FW: [EXTERNAL] Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

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Sent: 28 November 2019 16:14
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Cc: reg. 13 reg. 1 <reg. 13 reg. 13 pinsentmasons.com>; reg. 13 reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Subject: RE: [EXTERNAL] Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

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Kind regards

reg. 13

reg. 13
reg. 1 reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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From: reg. 13 reg. 13
Sent: 26 November 2019 17:30
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: [EXTERNAL] Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Hi reg. 13

Thank you for sorting that, I've just about managed to get the engrossment into the post bag for this evening so it should be with Secretariat for 9am tomorrow. If you're able to get Secretariat a 'heads up' regarding the urgency that would be great, but not to worry if you think it would 'rock the boat', in my experience they do usually get documents sealed within a day or so and so there is still a decent chance they will be back with us by Friday.

Kind regards

reg. 13

reg. 13
reg. 1reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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From: reg. 13 reg. 13 [mailto reg. 13 reg. 13 homesengland.gov.uk]
Sent: 26 November 2019 11:52
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: [EXTERNAL] Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Thank you
We will get right on it.

Kind Regards

reg. 13

OFFICIAL

From: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Sent: 26 November 2019 11:07
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Cc: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>; reg. 13 reg. 13 reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Subject: RE: [EXTERNAL] Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Hi reg. 13

Thanks for this and your time on the telephone earlier. KCC have approved the form of the Deed of Covenant and therefore I've uploaded it on to the TMS system and 'Submitted to Instructing Officer' for execution. I should be very grateful if you could approve it and that should allow me to download the transmittal document and get it sent to Secretariat for sealing overnight.

Kind regards

reg. 13

reg. 13
reg. 1reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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From: reg. 13 reg. 13 [mailto reg. 13 reg. 13 homesengland.gov.uk]
Sent: 26 November 2019 09:56
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: [EXTERNAL] Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Morning
Approval Paper has been signed off this morning, if you need anything further though please let me know.

Kind Regards

reg. 13

OFFICIAL

From: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Sent: 25 November 2019 19:55
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Cc: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>; reg. 13 reg. 13 reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Subject: RE: [EXTERNAL] Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Hi reg. 13

The impression I get is that Friday is not going to be quick enough for their liking, is there any way you can accelerate the approval process? I understand the time pressure relates to the fact that their potentially might be payments due by Hadlow to KCC under their existing charge very soon and I suspect they want the land sale and new charge in place prior to them becoming due.

I don't think another TMS will be required as I should be able to add this as an additional execution document.

Kind regards

reg. 13

reg. 13
reg. 1reg. 13

for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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From: reg. 13 reg. 13 [mailto reg. 13 reg. 13 homesengland.gov.uk]
Sent: 25 November 2019 19:37
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: [EXTERNAL] Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Evening

I will get everything sorted internally by Friday and then it will just be signing and sealing, let me know if you need a new TMS.

Kind Regards

reg. 13

Get Outlook for Android

From: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Sent: Monday, November 25, 2019 7:09:37 PM
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Cc: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>; reg. 13 reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Subject: RE: [EXTERNAL] Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Hi reg. 13

Thank you for your email.

We have requested a Deed of Covenant from KCC and have sent a KCC specific version to Quinn Estate's solicitor to forward on – see attached. On the assumption that KCC do approve the form then we will need to send you this for sealing by the HCA – I will do what I need to on the TMS system but is there any further or additional approval that you need prior to giving me the go-ahead to create the transmittal? If so, can you please try and get that sorted ASAP as it looks like that we are going to come under pressure to complete very soon.

Kind regards

reg. 13

reg. 13
reg. 1reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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From: reg. 13 reg. 13 [mailto reg. 13 reg. 13 homesengland.gov.uk]
Sent: 25 November 2019 11:52
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: [EXTERNAL] Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Morning

We should pursue the Deed of Covenant with the Council in the first instance.

Kind Regards

reg. 13

OFFICIAL

From: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Sent: 25 November 2019 10:40
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Cc: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>; reg. 13 reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Subject: RE: [EXTERNAL] Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Hi reg. 13

I was wondering whether you've had a chance to consider my below email?

Sorry to chase but I've just been chased by Quinn Estate's solicitor.

Kind regards

reg. 13

reg. 13
reg. 1reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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From: reg. 13 reg. 13
Sent: 21 November 2019 12:33
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13
Subject: FW: [EXTERNAL] Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Hireg. 13

reg. 12(5)(b)

If you have any questions or queries then please let us know and we can perhaps arrange a conference call to discuss.

Kind regards

reg. 13

reg. 13
reg. 1reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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From: reg. 13 reg. 13 [mailto reg. 13 reg. 13 homesengland.gov.uk]
Sent: 12 November 2019 08:39
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: [EXTERNAL] Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Morning

Email of approved matters, of which Bettteshanger is one, attached.

If you need anything further please let me know.

Kind Regards

reg. 13

OFFICIAL

From: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Sent: 11 November 2019 19:03
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Cc: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>; reg. 13 reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Subject: RE: [EXTERNAL] Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Excellent, many thanks for confirming reg. 13

Can you please forward on the email from reg. 13 Sorry to be a pain but it's just that we've been told that reg. 13 has expressly stated that we need to see an email from her expressly confirming that the transaction can proceed.

Kind regards

reg. 13

reg. 13
reg. 1reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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From: reg. 13 reg. 13 [mailto reg. 13 reg. 13 homesengland.gov.uk]
Sent: 11 November 2019 18:22
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: [EXTERNAL] Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Evening

reg. 13 has already approved this one so please complete whenever you are ready.

Kind Regards

reg. 13

Get Outlook for Android

From: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Sent: Monday, November 11, 2019 5:48:18 PM
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Cc: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>; reg. 13 reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Subject: RE: [EXTERNAL] Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Hi reg. 13

We have some indication that the respective sales of the Business Park and the Country Park to the Quinn Estate SPVs may potentially be completing this Friday and therefore the Deeds of Covenant will need to be completed on that day too.

Out of Scope

Kind regards

reg. 13

reg. 13
reg. 1reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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From: reg. 13 reg. 13 [mailto reg. 13 reg. 13 homesengland.gov.uk]
Sent: 01 November 2019 12:11
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: [EXTERNAL] Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Afternoon

Yes, everything is approved at this side and it seems to have worked its way to you rather rapidly so hopefully everything is ready for completion.

Kind Regards

reg. 13

OFFICIAL

From: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Sent: 01 November 2019 12:07
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Cc: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>; reg. 13 reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Subject: RE: [EXTERNAL] Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Hi reg. 13

I have received a notification from the TMS system that the Deeds of Covenant have been approved, is that correct? If so, I have created the transmittal documents and I am planning to send the Deeds to Secretariat for sealing.

Kind regards

reg. 13

reg. 13
reg. 1reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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From: reg. 13 reg. 13 [mailto reg. 13 reg. 13 homesengland.gov.uk]
Sent: 30 October 2019 08:19
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: [EXTERNAL] RE: Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Morning

I will investigate this morning and get back to you.

Kind Regards

reg. 13

OFFICIAL

From: reg. 13 reg. 13 <reg. 13 reg. 13 @pinsentmasons.com>
Sent: 30 October 2019 07:28
To: reg. 13 reg. 13 <reg. 13 reg. 13 @homesengland.gov.uk>
Cc: reg. 13 reg. 1 <reg. 13 reg. 13 @pinsentmasons.com>; reg. 13 reg. 13 reg. 13 <reg. 13 reg. 13 @pinsentmasons.com>
Subject: RE: [EXTERNAL] RE: Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Hi reg. 13

Thank you for the update. Can you please double check and get back to me? As this forms part of a wider transaction I'm reluctant to give the other side a date unless we definitely know we can achieve it. We also need to factor in the time it will take Secretariat to get both Deeds sealed.

Kind Regards

reg. 13

reg. 13
reg. 1reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

Winner - 2017 Property Team of the Year - British Legal Awards

---

From: reg. 13 reg. 13 <reg. 13 reg. 13 @homesengland.gov.uk>
Date: Tuesday, 29 Oct 2019, 5:59 pm
To: reg. 13 reg. 13 <reg. 13 reg. 13 @pinsentmasons.com>
Cc: reg. 13 reg. 1 <reg. 1 reg. 13 @pinsentmasons.com>, reg. 13 reg. 13 reg. 13 <reg. 13 reg. 13 @pinsentmasons.com>
Subject: [EXTERNAL] RE: Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Afternoon

I will double check but I think we are ready to complete when they are so feel free to set a date for completion.

Kind Regards

reg. 13

OFFICIAL

From: reg. 13 reg. 13 <reg. 13 reg. 13 @pinsentmasons.com>
Sent: 29 October 2019 17:37
To: reg. 13 reg. 13 <reg. 13 reg. 13 @homesengland.gov.uk>
Cc: reg. 13 reg. 1 <reg. 13 reg. 13 @pinsentmasons.com>; reg. 13 reg. 13 reg. 13 <reg. 13 reg. 13 @pinsentmasons.com>
Subject: RE: Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Hi reg. 13

Is there any update on the approval process? I'm expecting a chaser from administrators soon.

Kind regards

reg. 13

reg. 13
reg. 1reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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From: reg. 13 reg. 13 [mailto:reg. 13 reg. 13 @homesengland.gov.uk]
Sent: 18 October 2019 15:52
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: [EXTERNAL] RE: Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Afternoon

The internal approvals have all been received but as this was on the political radar and has been subject to MP enquiries we have sent this to General Counsel just for final signature. We can aim for next week if we want to set a date?

Kind Regards

reg. 13

OFFICIAL

From: reg. 13 reg. 13 <reg. 13 reg. 13 @pinsentmasons.com>
Sent: 18 October 2019 15:17
To: reg. 13 reg. 13 <reg. 13 reg. 13 @homesengland.gov.uk>
Cc: reg. 13 reg. 13 <reg. 13 reg. 13 @pinsentmasons.com>; reg. 13 reg. 13 reg. 13 <reg. 13 reg. 13 @pinsentmasons.com>
Subject: RE: Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Hi reg. 13

I was wondering if there any update on the internal approval?

Kind regards

reg. 13

reg. 13
reg. 1reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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From: reg. 13 reg. 13 [mailto reg. 13 reg. 13 homesengland.gov.uk]
Sent: 14 October 2019 10:33
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: [EXTERNAL] RE: Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Morning

Thank you, these have come through now and as soon I get the approval at this end I will release them for signatures & sealing. Thank you for all your work on this matter, it is appreciated.

Kind Regards

reg. 13

OFFICIAL

From: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Sent: 14 October 2019 10:12
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Cc: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>; reg. 13 reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Subject: RE: Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Hi reg. 13

Just to confirm both Deeds of Covenant have been lodged on to the TMS (LEGP-GAO-995) and 'Submitted to Instructing Officer'. I look forward to hearing from you once you have the requisite approval.

Kind regards

reg. 13

reg. 13
reg. 1reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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From: reg. 13 reg. 13 [mailto reg. 13 reg. 13 homesengland.gov.uk]
Sent: 11 October 2019 10:20
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: [EXTERNAL] RE: Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Morning

Upload them all now and we will hold the instruction until Tuesday at this end before progressing.

Kind Regards

reg. 13

OFFICIAL

From: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Sent: 11 October 2019 10:16
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Cc: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>; reg. 13 reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Subject: RE: Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Hi reg. 13

Thank you for the update. I think we should be ready to go once the approval is in.

In terms of documents, the existing Deed of Covenant that I uploaded on to the TMS system should be disregarded as that is no longer correct.

There will now be two Deeds of Covenant that will need to be executed by Homes England as follows:-

1. Deed of Covenant – Country Park to be made between (1) Betteshanger Property Limited (2) Homes England
2. Deed of Covenant – Business Park to be made between (1) Quinn Estates Betteshanger Limited and (2) Homes England

Both Deeds of Covenant have been agreed with the respective solicitors and I attach copies (minus the plans) for your records. Would you like me to upload engrossments of these on to the TMS system in anticipation of approval being received or should I wait until approval comes through on Tuesday?

Kind regards

reg. 13

reg. 13
reg. 1reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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From: reg. 13 reg. 13 [mailto reg. 13 reg. 13 homesengland.gov.uk]
Sent: 10 October 2019 11:19
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: [EXTERNAL] RE: Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Morning

We should have sign off on Tuesday 15th October, once approved are we ready to go?

Kind Regards

reg. 13

OFFICIAL

From: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Sent: 10 October 2019 11:16
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Cc: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>; reg. 13 reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Subject: RE: Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Hi reg. 13

I was wondering if there is any update on the internal approval for the revised structure? We are receiving gentle pressure from the administrators' solicitor to provide an indication of when you might expect to conclude the internal approval process.

Kind regards

reg. 13

reg. 13
reg. 1reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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From: reg. 13 reg. 1
Sent: 02 October 2019 13:41
To: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

reg. 13

reg. 12(5)(b)

Kind regards

reg. 1

reg. 13
reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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From: reg. 13 reg. 13 [mailto reg. 13 reg. 13 homesengland.gov.uk]
Sent: 02 October 2019 12:34
To: reg. 13 reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: [EXTERNAL] RE: Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Afternoon

Many thanks, I will pre-draft the approval accordingly. reg. 12(5)(b)

Kind Regards

reg. 13

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From: reg. 13 reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Sent: Wednesday, October 2, 2019 12:30:53 PM
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Cc: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>; EXTERNAL reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>; reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Subject: Re: Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

reg. 13

Further to my email below, we have received the attached email from Eversheds.

In summary, in addition to the changes to the structure I summarised below, Eversheds have confirmed that reg. 13 Newman and Vincent Green of Crowe UK LLP will be appointed as administrators of Betteshanger Sustainable Park Ltd. The Administrators will then sell the land forming the Betteshanger Sustainable Business Park (title number K451882) to Quinn Estates Betteshanger Limited.
reg. 12(5)(b)

If you have any queries in relation to the above, please do let me know. We will be in touch as soon as possible in relation to the deed of covenant and the letter.

Kind regards

reg. 13 reg. 13
reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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From: reg. 13 reg. 13 reg. 13 [mailto reg. 13 reg. 13 pinsentmasons.com]
Sent: 30 September 2019 14:44
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

reg. 13

Thank you for your email.

Our understanding is that the deal structure has changed as follows:

reg. 12(5)(b)

If you could please let us know once the approval paper has been submitted and approved in light of these changes. In the meantime, we will confirm to WBD that pending your approval to the change in deal structure, there are no issues with the proposed amendments to the deed of covenant.

If you have any queries in relation to the above, please do not hesitate to get in touch.

Kind regards

reg. 13 reg. 13
reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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From: reg. 13 reg. 13 [mailto reg. 13 reg. 13 homesengland.gov.uk]
Sent: 29 September 2019 15:43
To: reg. 13 reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: [EXTERNAL] RE: Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Afternoon

Thank you for this, I will need to re-submit the approval paper if the deal has changed but if you could let me know your comments I will get it through ASAP.

Kind Regards

reg. 13

OFFICIAL

From: reg. 13 reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Sent: 27 September 2019 16:11
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Cc: reg. 13 reg. 13 reg. 13 reg. 13 pinsentmasons.com>; EXTERNAL reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>; reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Subject: Re: Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

reg. 13

We have received the email below from WBD in relation to the above matter. We are in the process of reviewing internally, however, in the interest of speed I wanted to share with you so that you are aware of the proposed changes to the structure of the transaction.

We will revert as soon as possible with our comments on the below and the attached. If you have any queries in the meantime, please do let us know.

Kind regards

reg. 13 reg. 13
reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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Winner – 'Law Firm of the Year' at The Lawyer Awards 2018

From: reg. 13 reg. 13 [mailto reg. 13 reg. 13 wbd-uk.com]
Sent: 27 September 2019 10:08
To: reg. 13 reg. 13
Cc: Tom Pringle reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: [EXTERNAL] Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809]

Dear reg. 13

Further to our previous emails, I am writing to inform you that the structure of the transaction in connection with the above matter has changed.

The position is now as follows:

1. Hadlow College (in administration) will now be selling Betteshanger Country Park to Betteshanger Property Limited. This company is owned by the same shareholder as Quinn Estates Betteshanger Limited.

2. The previous transaction to sell the shares of Betteshanger Sustainable Park Limited is now being restructured so that the land forming Betteshanger Sustainable Business Park (i.e. all of the land in title number K451882 – copy title attached) will now be sold to Quinn Estates Betteshanger Limited.

The land in this title is subject to the same restriction on title in favour of your client as contained against the title to the Country Park in respect of the transfer dated 24 July 2013 (both restrictions refer to the same transfer). Copy transfer attached for ease.

I have therefore attached a clean and comparison copy of the Deed of Covenant to deal with point 1 above. Point 2 is being separately dealt with and reg. 13 reg. 13 of ASB Law (acting for the purchasing entities - copied in) will be in touch in due course with the relevant deed of covenant for this land but it is envisaged that this will be on the same terms as the attached Deed.

Please could you take instructions and confirm that the Deed of Covenant is approved. Assuming the Deed is approved, please can you arrange execution by your client.

Please feel free to contact me if you have any questions.

Kind regards
reg. 13

reg. 13
reg. 13 reg. 13
Womble Bond Dickinson (UK) LLP

reg. 13
reg. 13reg. 13 wbd-uk.com

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From: reg. 13 reg. 1
To: reg. 1 reg. 13
Cc: reg. 13 reg. 13 pinsentmasons.com
Subject: RE: LEGP-GAO-995
Date: 29 November 2019 09:20:02
Attachments: image001.png
image002.jpg

Hi reg. 13

It depends on what time the signatories returned the documents to us. Once we receive them back I will scan in the Execution page as Pinsents will already have a copy. We are not supposed to scan documents to the Panel firms, if Pinsents are happy to accept the execution page then this is fine.

Kind regards

Yours sincerely

reg. 13

reg. 13 reg. 13
Legal Team

reg. 13

Windsor House
42-50 Victoria Street
London
SW1H 0TL

@HomesEngland

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Secretariat S & S to: **SecretariatS&S@homesengland.gov.uk**

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cid:image002.jpg@01D4712D.97776BC0

OFFICIAL

From: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Sent: 29 November 2019 09:16
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Cc: reg. 13 reg. 13 pinsentmasons.com; reg. 13 <reg. 13 quinn-estates.com>
Subject: RE: LEGP-GAO-995

Morning
Thank you, can we get a scanned copy over to Pinsents as soon as possible (like in the next hour??). The deal is subject to numerous others factors that need to be resolved so any assistance would be greatly appreciated!

Kind Regards

reg. 13

OFFICIAL

From: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Sent: 29 November 2019 09:04
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Cc: reg. 13 reg. 13 pinsentmasons.com
Subject: LEGP-GAO-995

Good morning reg. 13

This document is out for signing and will be sent out today.

Kind regards

Yours sincerely

reg. 13

reg. 13 reg. 13
Legal Team

From: reg. 1reg. 13
To: reg. 13reg. 13
Cc: reg. 13reg. 1reg. 13 reg. 1 reg. 13
Subject: RE: LEGP-GAO-995 [PM-AC.FID3926546]
Date: 29 November 2019 12:16:00
Attachments: image001.jpg
image002.jpg
image003.png
image004.jpg
image005.jpg
image006.png
image007.jpg

Afternoon

Many thanks for the below, I can confirm that I am happy to complete the Deed of Covenant with KCC on the basis that we have the signed signature page returned from Secretariat and would be grateful if you could proceed. If you need anything further though please let me know.

Kind Regards

reg. 13

OFFICIAL

From: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Sent: 29 November 2019 11:06
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Cc: reg. 13 reg. 1 <reg. 13 reg. 13 pinsentmasons.com>; reg. 13 reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
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Kind regards

reg. 13

reg. 13
reg. 1reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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Sent: 29 November 2019 09:58
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: FW: LEGP-GAO-995 [PM-AC.FID3926546]

Hi reg. 13

reg. 12(5)(b)

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From: reg. 13 reg. 13 [mailto reg. 13 reg. 13 asb-law.com]
Sent: 29 November 2019 09:39
To: reg. 13 reg. 13
Subject: [EXTERNAL] Fwd: LEGP-GAO-995

Will call soon

Get Outlook for Android

reg. 13 reg. 13
reg. 13

For and on behalf of asb law LLP

reg. 13
reg. 13
W: www.asb-law.com
A: Horizon House, Eclipse Park, Sittingbourne Road Maidstone ME14 3EN United Kingdom

asb law has offices in Crawley and Maidstone

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---

From: reg. 13 [reg. 13] quinn-estates.com>
Sent: Friday, November 29, 2019 9:21:14 AM
To: reg. 13 [reg. 13] <reg. 13 reg. 13 asb-law.com>
Subject: FW: LEGP-GAO-995

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi reg. 13

See below email chain for the current position, which has the individual who reg. 13 will need to keep on...

Lets really push this for the next our so we can try and avoid the work around....

reg. 1

reg. 13
reg. 13
Quinn Estates Ltd

Tel: reg. 13
DD: reg. 13
Mob: reg. 13
Email: reg. 13 quinn-estates.com
Web: www.quinn-estates.com

Highland Court Farm,
Bridge nr Canterbury
Kent
CT4 5HW

resi

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Quinn Estates Ltd Registered Company Number: 05150902 Registered Office: Quinn Estates Ltd, The Cow Shed, Highland Court Farm, Bridge, Kent, England, CT4 5HW

From: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Sent: 29 November 2019 09:16
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Legal Team

reg. 13

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SW1H 0TL

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cid:image002.jpg@01D4712D.97776BC0

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From: [redacted] homesengland.gov.uk>
Sent: 29 November 2019 08:36
To: [redacted] homesengland.gov.uk>
Subject: FW: [EXTERNAL] Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Morning

Hope you are well, can you do me a favour and let me know who I need to chase up on Secretariat for this one? It is instruction LEGP-GAO-995 and the status is "Sent for Execution" on the 26th November. Everyone is getting a bit nervous as they are completing today so I have been asked to try and assist.

Kind Regards

[redacted]

OFFICIAL

From: [redacted] pinsentmasons.com>
Sent: 28 November 2019 16:14
To: [redacted] homesengland.gov.uk>
Cc: [redacted] pinsentmasons.com>; [redacted] pinsentmasons.com>
Subject: RE: [EXTERNAL] Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Hi [redacted]

I was wondering if you might have heard anything from Secretariat regarding the execution of the Deed of Covenant? I haven't received the usual 'Alert – Returned from Execution' email which might suggest it's not been sealed yet. Any chance you can check with them? If it's not going to be with us tomorrow then that's fair enough, but we will just need to let the other side know as I think they were gearing up to complete tomorrow.

Kind regards

[redacted]

[redacted]
for Pinsent Masons LLP

D: [redacted] M: [redacted] I: [redacted]

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THE COMMON SEAL of **THE KENT**)
COUNTY COUNCIL was hereunto)
affixed to this Deed in the presence of:-)

.....
Authorised Signatory

The COMMON SEAL of
HOMES AND COMMUNITIES AGENCY
was hereunto affixed in the presence of:

reg. 13

D23091

Authorised Signatory

Print Name:

110103241.1\ad16

Out of Scope

From: reg. 13 reg. 13 <reg. 13 reg. 13 @pinsentmasons.com>
Sent: 02 December 2019 16:42
To: reg. 13 reg. 13 <reg. 13 reg. 13 @homesengland.gov.uk>
Cc: reg. 13 reg. 13 <reg. 13 reg. 13 @pinsentmasons.com>; reg. 13 reg. 13 reg. 13 <reg. 13 reg. 13 @pinsentmasons.com>
Subject: RE: LEGP-GAO-995 [PM-AC.FID3926546]

Hi reg. 13

Just to confirm that the sales of Betteshanger Business Park and the Country Park to the Quinn Estate SPVs have been completed today and therefore the respective Deeds of Covenant from the SPVs and KCC have also been completed – accordingly, we have also provided the necessary letters of consent on behalf of the HCA in order to allow the transfers and legal charge to be registered by Quinn's solicitor.

We will be in touch over the next few days with the position in respect of our fees for this matter. If you remember we have previously billed our time for the period up to and including 31 May 2019, so it will just be the period from 1 June 2019 onwards that we need to agree the fee for.

Kind regards

reg. 13

reg. 13
reg. 1reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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From: reg. 13 reg. 13 [mailto:reg. 13 reg. 13 @homesengland.gov.uk]
Sent: 29 November 2019 15:24
To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: [EXTERNAL] RE: LEGP-GAO-995 [PM-AC.FID3926546]

Afternoon

I have just tried to call, I have had a message from reg. at Quinn Estates and he is concerned that we are running out of time on this one and you require Partner's authorisation for the undertaking. Are we on with this in an effort to get it completed today?

Kind Regards

reg. 13

OFFICIAL

From: reg. 13 reg. 13 <reg. 13 reg. 13 @pinsentmasons.com>
Sent: 29 November 2019 11:06
To: reg. 13 reg. 13 <reg. 13 reg. 13 @homesengland.gov.uk>
Cc: reg. 13 reg. 13 <reg. 13 reg. 13 @pinsentmasons.com>; reg. 13 reg. 13 reg. 13 <reg. 13 reg. 13 @pinsentmasons.com>
Subject: RE: LEGP-GAO-995 [PM-AC.FID3926546]

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Kind regards

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reg. 13
reg. 1reg. 13
for Pinsent Masons LLP

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To: reg. 13 reg. 13
Cc: reg. 13 reg. 13 reg. 13 reg. 13 reg. 13
Subject: FW: LEGP-GAO-995 [PM-AC.FID3926546]

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reg. 12(5)(b)

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Sent: 29 November 2019 09:39
To: reg. 13 reg. 13
Subject: [EXTERNAL] Fwd: LEGP-GAO-995

Will call soon

Get Outlook for Android
reg. 13 reg. 13
Senior Partner

For and on behalf of asb law LLP

reg. 13
W: www.asb-law.com
A: Horizon House, Eclipse Park, Sittingbourne Road Maidstone ME14 3EN United Kingdom

asb law has offices in Crawley and Maidstone

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Lets really push this for the next our so we can try and avoid the work around....

reg. 1

reg. 13
reg. 13
Quinn Estates Ltd

Tel: reg. 13
DD: reg. 13
Mob reg. 13
Email: reg. 13 quinn-estates.com
Web: www.quinn-estates.com

Highland Court Farm,
Bridge nr Canterbury
Kent
CT4 5HW

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Quinn Estates Ltd Registered Company Number: 05150902 Registered Office: Quinn Estates Ltd, The Cow Shed, Highland Court Farm, Bridge, Kent, England, CT4 5HW

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Subject: RE: [EXTERNAL] Homes England - Betteshanger Country Park [WBDUK-AC.FID123903809] [PM-AC.FID3926546]

Hi reg. 13

I was wondering if you might have heard anything from Secretariat regarding the execution of the Deed of Covenant? I haven't received the usual 'Alert – Returned from Execution' email which might suggest it's not been sealed yet. Any chance you can check with them? If it's not going to be with us tomorrow then that's fair enough, but we will just need to let the other side know as I think they were gearing up to complete tomorrow.

Kind regards

reg. 13

reg. 13
reg. 13
for Pinsent Masons LLP

D: reg. 13 M: reg. 13 I: reg. 13

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Winner – 'Energy & Infrastructure Team of the Year' 2016, 2018, 2019 at The Legal Business Awards

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---

From: reg. 13 reg. 13
To: reg. 13 reg. 13
Subject: RE: INVOICES AWAITING APPROVAL
Date: 09 January 2020 13:18:36
Attachments: image001.png
image002.jpg

Approved this in consultation with reg. whilst you were on leave I suspect.

Happy New Year!

reg. 13 reg. 13 | reg. 13 | Homes England | Tel: reg. 13 | Mob: reg. 13 |

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We're the government's housing accelerator. We have the appetite, influence, expertise and resources to drive positive market change. Find out more and help make this happen.

cid:image002.jpg@01D4711A.7F0947B0

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Please forward any Freedom of Information Requests to: enquiries@homesengland.gov.uk
-
Any post should be sent to Homes England Northstowe Office: Northstowe House Rampton Road Longstanton Cambridge CB24 3EN

OFFICIAL

From: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Sent: 09 January 2020 13:16
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Subject: RE: INVOICES AWAITING APPROVAL

Apologies for missing this, yes please authorise if you haven't already

OFFICIAL

From: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Sent: 18 December 2019 15:59
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>; reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Subject: FW: INVOICES AWAITING APPROVAL

Hello both

Is this ok to pay? If so I'll approve.

Regards

reg. 13 reg. 13 | reg. 13 | Homes England | Tel: reg. 13 | Mob: reg. 13 |

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cid:image002.jpg@01D4711A.7F0947B0

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Please forward any Freedom of Information Requests to: enquiries@homesengland.gov.uk
-
Any post should be sent to Homes England Northstowe Office: Northstowe House Rampton Road Longstanton Cambridge CB24 3EN

OFFICIAL

From: GRN <GRN@homesengland.gov.uk>
Sent: 18 December 2019 14:34
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>

Subject: INVOICES AWAITING APPROVAL

Please ignore any previous workflows. Invoices below require your approval, please reply direct to this email confirming if payments can be made, if you are unsure how to proceed please contact the P2P team asap.

Click for image LEGP-GAO-995 TS05073 PL1 788345 Purchase line unreceipted or less than Invoiced

From: reg. 13
Date: 10 January 2020 11:24:54
Attachments: image001.jpg
image002.jpg

Hadlow College / Betteshanger. Education & Skills Funding Agency (ESFA).

---

reg. 13

HNY and apologies for not coming back on these.

We can still do the 13th at 12:00 if that still works for you?

Thanks
reg.

reg. 13
reg. 13 | Land and Development
reg. 13
reg. 13

OFFICIAL

From: reg. 13 reg. 13 <reg. 13 reg. 13 education.gov.uk>
Sent: 09 January 2020 19:55
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>; reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Cc: reg. 13 reg. 13 <reg. 13 reg. 13 education.gov.uk>
Subject: RE: Official Sensitive. Hadlow College / Betteshanger. Education & Skills Funding Agency (ESFA).

Hi reg. 13 reg. 13

Happy New Year!

If you are able to provide some alternative dates reg. 13 will be able to help arrange

Thanks

reg. 13

reg. 13 | reg. 13
| Provider Market Oversight | Education & Skills Funding Agency
| Sanctuary Buildings, Great Smith Street, London
| T: reg. 13 | E: reg. 13 reg. 13 education.gov.uk

From: reg. 13 reg. 13
Sent: 16 December 2019 21:42
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>; reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Subject: RE: Official Sensitive. Hadlow College / Betteshanger. Education & Skills Funding Agency (ESFA).

Thanks reg.

Sounds good.

Do any of the following work for you?
January

- 7. 1200-1400
- 8. 1400-1600
- 13. 1200-1400
- 15. 1000-1100

To note, my minister Lord Agnew (if he returns!) is keen to write to all stakeholders so you may receive a letter in the meantime but this will be a request for update – so to the same purpose

Regards

reg. 13

reg. 13 | reg. 13
| Provider Market Oversight | Education & Skills Funding Agency
| Sanctuary Buildings, Great Smith Street, London
| T: reg. 13 | E: reg. 13 reg. 13 education.gov.uk

From: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Sent: 16 December 2019 11:09
To: reg. 13 reg. 13 <reg. 13 reg. 13 education.gov.uk>; reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Subject: RE: Official Sensitive. Hadlow College / Betteshanger. Education & Skills Funding Agency (ESFA).

Dear reg. 13

In short yes reg. 13 and I have had some recent involvement with BDO and like you are keen to understand the reasons for the insolvencies at Hadlow College. reg. 13 has taken the lead on the matter and we have recently consented to the transfer of the Country Park (which was our primary interest in the matter).

Perhaps we should schedule a call in the new year to discuss our respective involvement?

Thanks
reg.

reg. 13
T: reg. 13

M: reg. 13

St Georges House
Kingsway
Team Valley
Gateshead
NE11 0NA

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cid:image002.jpg@01D4E54D.9C2D6450

OFFICIAL

From: reg. 13 reg. 13 <reg. 13 reg. 13 education.gov.uk>
Sent: 16 December 2019 10:45
To: reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>; reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Cc: reg. 13 reg. 13 <reg. 13 reg. 13 education.gov.uk>
Subject: Official Sensitive. Hadlow College / Betteshanger. Education & Skills Funding Agency (ESFA).

Dear reg. 13 reg.

I have been provided with your contact details by the Education Administrators of Hadlow College

The Education & Skills Funding Agency (ESFA) is the main funder of the college and is working closely with BDO as Education Administrators

It is likely that the ESFA will need to communicate with other government departments and related stakeholders as the case continues, and especially in respect of ongoing investigations into the reasons for the insolvencies.

Can I check that you would be the most appropriate contact, or if not, please can you provide an alternative contact?

Please do not hesitate to contact me on the number below if you would like to discuss

Many thanks in advance

reg. 13

reg. 13 reg. 13
| Provider Market Oversight | Education & Skills Funding Agency
| Sanctuary Buildings, Great Smith Street, London
| T: reg. 13 | E: reg. 13 reg. 13 education.gov.uk

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From: reg. 13 reg. 13 <reg. 13reg. 13education.gov.uk>
Sent: 27 January 2020 09:55
To: reg. 13 reg. 13 reg. 13
Cc: PS, Agnew; reg. 13 reg. 13
Subject: Official Sensitive. Hadlow College, West Kent & Ashford College - both in Education Administration. Homes England / HCA
Attachments: HC WKAC LA letter HE_200127.pdf

Dear reg. 13 reg. 13

Please see attached

I look forward to hearing from you

Regards

reg. 13

reg. 13 | reg. 13
| Provider Market Oversight | Education & Skills Funding Agency
| Sanctuary Buildings, Great Smith Street, London
| T: reg. 13 **| E:** reg. 13reg. 13**education.gov.uk**

I nnex A

Education & Skills Funding Agency

Education and Skills Funding Agency
Sanctuary Buildings, London
www.gov.uk/esfa

Reference: HC_WKAC_HE
27h January 2020

Homes England

Sent via email: reg. 13reg. 13 homesengland.gov.uk, reg. 13reg. 13homesengland.gov.uk

Official Sensitive

Dear reg. 13 reg. 13

Hadlow College and West Kent & Ashford college (the "Colleges") both entered Education Administration in 2019. As a result, the Colleges owe significant amounts to a number of creditors, including the ESFA and we understand, Homes England (via Homes Community Agency).

The ESFA is a key stakeholder and creditor in these insolvencies, due both to the funds outstanding and the educational importance of the Colleges. Whilst also supporting the restructuring of the Colleges, we are very keen to ensure that the individual(s) responsible for the insolvencies of the Colleges are held accountable. The Education Administrators and Insolvency Service are currently investigating the conduct of the former directors of the Colleges.

To that end, we are contacting other public sector stakeholders to understand their position, and what, if any, enforcement action they are taking. It is important that enforcement action by public sector bodies is as joined up as possible to ensure the most effective use of public funds.

We would be grateful if you could explain your current position and ongoing or future action you wish to take, and whether we can be of any assistance.

I look forward to hearing from you

Yours sincerely

reg. 13

reg. 13 reg. 13
Deputy Director, Provider Market Oversight, Education and Skills Funding Agency

cc. reg. 13 , DL. Parliamentary Under-Secretary of State for the School System

[redacted]

From: [redacted]
Sent: 29 April 2021 12:56
To: reg. 13 reg. 13
Subject: RE: [EXTERNAL] RE: Betteshanger - Variation

Fine by me, just give me a ring when you are ready.

From: reg. 13 [redacted] pinsentmasons.com>
Sent: 29 April 2021 12:51
To: [redacted] <[redacted] homesengland.gov.uk>
Subject: Re: [EXTERNAL] RE: Betteshanger - Variation

Hi reg. 13

Hope you are well. I'm having some IT issues with my new laptop. I'm unable to access our system. Would it be possible to push back our call until these are resolved. I can let you know once I'm back online and if it's convenient give you a call. If not, we could rearrange.

Apologies.

reg. 13

Sent from my iPhone

> On 27 Apr 2021, at 11:16, reg. 13 reg. 13 <reg. 13reg. 13 homesengland.gov.uk> wrote:
>
> Morning
> I am free on Thursday between 12pm – 3pm if that works for you? If not first thing Friday?
>
> Kind Regards
>
> reg. 13
>
> ---
>
> **From:** reg. 13 [redacted] pinsentmasons.com>
> **Sent:** 27 April 2021 08:03
> **To:** reg. 13 reg. 13 <reg. 13reg. 13 homesengland.gov.uk>
> **Subject:** Betteshanger - Variation
>
> Hi reg. 13
>
> I hope you are well. I have reviewed the amended agreement. It has changed the structure of documents quite significantly but it does appear to site alongside the Heads.
>
> Do you have time this week to run through?
>
> Kind regards,
>
> reg. 13

reg. 13
Masons LLP

reg. 13

reg. 13 @pinsentmasons.com
www.pinsentmasons.com www.Out-Law.com

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From: reg. 13 reg. 13 <reg. 13 reg. 13 knightsplc.com>
Sent: 27 September 2021 10:37
To: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>; reg. 13 <reg. 13 quinn-estates.com>; reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Cc: reg. 13 reg. 13 <reg. 13 quinn-estates.com>; reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>; reg. 13 reg. 13 <reg. 13 land-cap.com>; reg. 13 reg. 13 <reg. 13 reg. 13 redrow.co.uk>
Subject: [EXTERNAL] RE: Betteshanger

Hi reg. 13 I have now had comments back from Redrow on the draft documents and tracked and clean copies are attached. I am hoping that none of these should be too controversial and I look forward to hearing from you that the documents are now agreed. If however there is anything which requires any discussion, please give me a call.

Regards,

reg. 13 reg. 13

Knights plc
M reg. 13
D reg. 13
T reg. 13
W www.knightsplc.com

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From: reg. 13 reg. 13
Sent: 05 August 2021 19:03
To: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>; reg. 13 <reg. 13 quinn-estates.com>; reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Cc: reg. 13 reg. 13 <reg. 13 quinn-estates.com>; reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>; reg. 13 reg. 13 <reg. 13 land-cap.com>
Subject: RE: Betteshanger

Thanks reg. 13

reg. 13 reg. 13

Knights plc

M reg. 13
D reg. 13
T reg. 13
W www.knightsplc.com

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From: reg. 13 reg. 13
Sent: 05 August 2021 17:47
To: reg. 13 reg. 13 ; reg. 13 ; reg. 13 reg. 13
Cc: reg. 13 reg. 13 ; reg. 13 reg. 13 ; reg. 13 reg. 13
Subject: RE: Betteshanger

Message originated from outside Knights

Hi reg. 13

Sorry I have been out of the office from last week on annual leave so just playing catch up on emails etc.

Timing wise, I am working to get these amended and out to you by close of play tomorrow. Apologies that you have needed to chase me on this.

Thanks

reg. 13

reg. 13
reg. 1reg. 13 (Chartered Legal Executive)
for Pinsent Masons LLP

reg. 13

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From: reg. 13 reg. 13 <reg. 13 reg. 13 knightsplc.com>
Sent: 05 August 2021 15:56
To: reg. 13 reg. 13 <reg. 13reg. 13 pinsentmasons.com>; reg. 13 <reg. 13 quinn-estates.com>; reg. 13 reg. 13 <reg. 13reg. 13 pinsentmasons.com>
Cc: reg. 13 reg. 13 <reg. 13 quinn-estates.com>; reg. 13 reg. 13 <reg. 13reg. 13 homesengland.gov.uk>; reg. 13 reg. 13 <reg. 13 land-cap.com>
Subject: [EXTERNAL] RE: Betteshanger

Hi reg. 13 I have just left you another VM as I have not heard from you. Can you let me know when I will hear from you with the documents?

Regards,

reg. 13 reg. 13

Knights plc
M reg. 13
D reg. 13
T reg. 13
W www.knightsplc.com

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From: reg. 13 reg. 13
Sent: 03 August 2021 12:11
To: reg. 13 reg. 13 <reg. 13reg. 13 pinsentmasons.com>; reg. 13 <reg. 13 quinn-estates.com>; reg. 13 reg. 13 <reg. 13reg. 13 pinsentmasons.com>
Cc: reg. 13 reg. 13 <reg. 13 quinn-estates.com>; reg. 13 reg. 13 <reg. 13reg. 13 homesengland.gov.uk>; reg. 13 reg. 13 <reg. 13 land-cap.com>
Subject: RE: Betteshanger

Hi reg. 13 Can you give me a call to let me know where you are with the documents. I understand that you should now have instructions from reg. 13

Regards,

reg. 13 reg. 13

Knights plc
M reg. 13
D reg. 13
T reg. 13
W www.knightsplc.com

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From: reg. 13 reg. 13
Sent: 29 July 2021 09:37
To: reg. 13 reg. 13 <reg. 13reg. 13 pinsentmasons.com>; reg. 13 <reg. 13 quinn-estates.com>; reg. 13 reg. 13 <reg. 13reg. 13 pinsentmasons.com>
Cc: reg. 13 reg. 13 <reg. 13 quinn-estates.com>; reg. 13 reg. 13 <reg. 13reg. 13 homesengland.gov.uk>; reg. 13 reg. 13 <reg. 13 land-cap.com>
Subject: RE: Betteshanger

Hi reg. 13 I have just left you a VM. Do you now have instructions?

reg. 13 reg. 13

Knights plc
M reg. 13
D reg. 13
T reg. 13
W www.knightsplc.com

[redacted]

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From: reg. 13 reg. 13
Sent: 23 July 2021 09:45
To: reg. 13 reg. 13 <reg. 13reg. 13 pinsentmasons.com>; reg. 13 <reg. 13 quinn-estates.com>; reg. 13 reg. 13 <reg. 13reg. 13 pinsentmasons.com>
Cc: reg. 13 reg. 13 <reg. 13 quinn-estates.com>; reg. 13 reg. 13 <reg. 13reg. 13 homesengland.gov.uk>; reg. 13 reg. 13 <reg. 13 land-cap.com>
Subject: RE: Betteshanger

Hi reg. 13 Further to our call earlier this week I now have instructions on the restriction (point 1).

As I mentioned, we anticipate completion with Redrow taking place in advance of the final payment being made to Homes England (the consideration payable by Redrow is also partly deferred which means insufficient cash flow is available to accelerate the payment to Homes England). We would therefore as a minimum require the land being sold to Redrow to be free of any restriction.

My client will however have retained land. Of this, part is an income producing office investment shown edged red on the attached plan. This has more than enough value to secure the balance of the sums due to Homes England. As the office is split into a number of small office suites on short leases, we would need the right to be able to grant new leases without these being caught by the restriction. Otherwise the usual prohibitions on transfers or the grant of long leases can apply.

As I mentioned we are happy to agree points 2 and 3.

Hopefully you can now take instructions and we can conclude the drafting of the documents shortly.

Regards,

reg. 13 reg. 13
[redacted]

Knights plc
M reg. 13
D reg. 13
T reg. 13
W www.knightsplc.com

[redacted]

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From: reg. 13 reg. 13 <reg. 13reg. 13 pinsentmasons.com>
Sent: 12 July 2021 12:18
To: reg. 13 <reg. 13 quinn-estates.com>; reg. 13 reg. 13 <reg. 13 reg. 13 knightsplc.com>; reg. 13 reg. 13 <reg. 13reg. 13 pinsentmasons.com>
Cc: reg. 13 reg. 13 <reg. 13 quinn-estates.com>; reg. 13 reg. 13 <reg. 13reg. 13 homesengland.gov.uk>
Subject: RE: Betteshanger

Message originated from outside Knights

reg. 13

Thanks for your email. reg. 13 and I have been leaving VMs for each other and haven't managed to speak.

I would just like to have a quick call on this as I would like to a) check the current documents and the amendments made by you to ensure that I have reviewed the latest documents and b) a few points have come out of my review which I would like to discuss (and I apologise in advance if these have been discussed with reg. 13 but for ease I have set out in this email) :

1. I would expect there to be a second LR Restriction (preventing dispositions) until such time as the payments have been made pursuant to the Agreement.
2. Payment Date – this should run from the date of the deed (as being the earlier of) for clarity as to when the time period runs from.
3. Any release being given by Homes England should be clearly noted "in so far as Homes England are able to give such release"

If there is a convenient time today/ tomorrow to speak, let me know and we can set up a call to finalise these points and move to engrossment.

Thanks

reg. 13

reg. 13
reg. 1reg. 13 (Chartered Legal Executive)
for Pinsent Masons LLP

reg. 13

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From: reg. 13 <reg. 13 quinn-estates.com>
Sent: 12 July 2021 12:08
To: reg. 13 reg. 13 <reg. 13 reg. 13 knightsplc.com>; reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>; reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Cc: reg. 13 reg. 13 <reg. 13 quinn-estates.com>; reg. 13 reg. 13 <reg. 13 reg. 13 homesengland.gov.uk>
Subject: [EXTERNAL] RE: Betteshanger [PM-AC.FID3926546]

Good morning reg. 13

I hope you don't mind me following up with you directly but reg. 13 is out of the office and we are really keen to get this documentation agreed and finalised for signing as soon as possible.

I have attached the last email which we had from reg. 13 on the matter, which as you will see was back on 12th May and we haven't been able to get anywhere since then. From the email reg. 13 confirmed that the agreement and the deed of covenant were agreed and there were just some

amendments on the variation to the transfer to tidy up so we had hoped that this could be resolved quite swiftly.

If you are able to come back to us quickly so that we can get this item tied up that would be very much appreciated as it is beginning to have an impact on our overall delivery timeframe now, which we need to try and avoid.

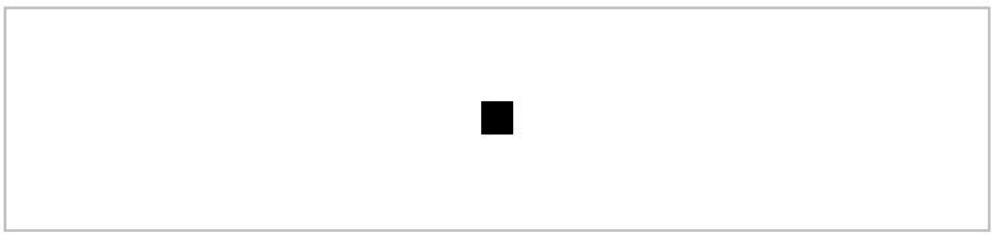
Many Thanks

reg. 13

reg. 13
reg. 13
Quinn Estates Ltd

Tel: reg. 13
DD: reg. 13
Mob: reg. 13
Email: reg. 13 quinn-estates.com
Web: www.quinn-estates.com

Highland Court Farm,
Bridge nr Canterbury
Kent
CT4 5HW



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From: reg. 13 reg. 13 <reg. 13 reg. 13 knightsplc.com>
Sent: 06 July 2021 14:40
To: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>; reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Cc: reg. 13 <reg. 13 invictaproperties.com>; reg. 13 reg. 13 <reg. 13 quinn-estates.com>
Subject: RE: Betteshanger [PM-AC.FID3926546]

Hi reg. 13 I have left a few VM messages and I am hoping to catch up re the Betteshanger documents. Can you let me know when would be a good time to speak?

reg. 13 reg. 13

Knights plc
M reg. 13
D reg. 13
T reg. 13
W www.knightsplc.com

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From: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Sent: 29 June 2021 11:32
To: reg. 13 reg. 13 <reg. 13 reg. 13 knightsplc.com>
Cc: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>
Subject: Betteshanger [PM-AC.FID3926546]

Message originated from outside Knights

Good morning reg. 13

Whilst reg. 13 is out of the office reg. 13 will be reviewing this matter and will be in touch with you shortly.

Kind regards

reg. 13 reg. 13
reg. 13
for Pinsent Masons LLP
reg. 13

reg. 13 reg. 13 *PinsentMasons.com*
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[redacted]

From: reg. 13 pinsentmasons.com>
Sent: 20 July 2022 15:49
To: [redacted]
Cc: reg. 13 reg. 13 reg. 13 reg. 13
Subject: RE: Betteshanger: Deed of Covenant (QUI908/6) [PM-AC.FID3926546]
Attachments: Deed of Covenant Seahive to HCA(133785947.2).docx

Hi reg. 13

Further to the below, I've attached a slightly amended Deed with Homes England's updated address and some formatting corrected.

Please let us know if you would like to proceed and if you need to send through a new TMS.

Kind regards

reg. 13

[redacted]

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From: reg. 13
Sent: 19 July 2022 17:02
To: reg. 13 reg. 13 homesengland.gov.uk
Cc: reg. 13 reg. 13 <reg. 13 reg. 13 pinsentmasons.com>; reg. 13 com>
Subject: RE: Betteshanger: Deed of Covenant (QUI908/6) [PM-AC.FID3926546]

Hi reg. 13

By way of introduction, I am a trainee solicitor assisting reg. 13 with this matter.

We have reviewed various documents in relation to this, including, the Transfer dated 24 July 2013, the Deed of Variation dated 18 February 2022 and the title.

reg. 12(5)(b) [redacted]

Please can you review and let us know if you are happy to proceed? If so, we will also draft a Homes England certificate to comply with the Land Registry requirements.

Many thanks

reg. 13

[redacted]

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From: reg. 13 reg. 13
Sent: 20 June 2022 09:50
To: reg. 13 reg. 13 <reg. 13reg. 13 homesengland.gov.uk>
Subject: FW: RE: Betteshanger: Deed of Covenant (QUI908/6)

Morning reg. 13

Hope you are well.

Do you want us to pick up on this post completion request ? Let me know if you do and if you need to send through a new TMS and I can provide a fee quote (for the otherside to pay).

Thanks

reg. 13

reg. 13
for Pinsent Masons LLP

reg. 13

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From: reg. 13
Sent: 17 June 2022 12:20
To: reg. 13 reg. 13 <reg. 13reg. 13 pinsentmasons.com>
Cc: reg. 13 @knightsplc.com>
Subject: [EXTERNAL] RE: Betteshanger: Deed of Covenant (QUI908/6)

Hi reg. 13

I am assisting my reg. 13

Our client is letting the above land to TheSeahive Limited.

Please see a draft Deed of Covenant attached for your review, we have used the same form of Deed which was used previously with reg. 13 reg. 13 in relation to a disposition concerning The Kent Mining Heritage Foundation. We have simply amended the party details, the plan to be annexed will follow.

The letting to TheSeahive Limited is not imminent as it is conditional on planning approval and works however, a condition of exchange is likely to be that the consent is approved.

Please can you let me know what you will need? Will you require a copy of the agreed form of lease or in principle will the Deed of Covenant suffice?

Kind regards
reg. 13

Knights

T reg. 13
W www.knightsplc.com

Knights

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