

Dated 28th

September 2022

SETTLEMENT AGREEMENT

National Corp Limited

and

Waverley Borough Council

This agreement is dated

28th

September 2022

Parties

- (1) **National Corp Limited** (CRN.04346478) whose registered office is at Forum House, 1st Floor Lime Street, London, EC4M 7AN (**National Corp**)
- (2) **Waverley Borough Council** of The Burys, Godalming Surrey, GU7 1HR (**Waverley**)

BACKGROUND

- (A) The parties are engaged in proceedings (**the Proceedings**) in the First-Tier Tribunal Property Chamber (Residential Property) under case reference CHI/43UL/OAF/2021/0026 to 0049 and CHI/43UL/OAF/2022 00004-0011 concerning the freehold to the properties (**the Properties**) at 1-32 Wyatts Close, Godalming, Surrey, GU7 3DA (**the Statutory Claims**) being part of National Corp's title registered under title no.SY88504
- (B) The parties have agreed terms to purchase the freehold to the Properties subject to a simultaneous agreement to purchase the remainder of the freehold reversion in the title held by National Corp under title no. SY88504 (**the Additional Land**)
- (C) The parties wish to make the agreement settling the Statutory Claims conditional upon the agreed purchase of the Additional Land and wish to agree terms for the compromise of these proceedings on the terms set out in this agreement

Agreed terms

1. Definitions and interpretation

In this agreement, unless the context otherwise requires, the following words and expressions have the following meanings:

Agreed Terms: means the price of £1,025,000 ("**the Price**") in total allocated as to £1,015,000 for the freehold to the Properties and £10,000 for the Additional Land on the terms set out in the Transfer of Part and the Transfer respectively together with the agreed contribution to the statutory cost of National Corp in the sum of £51,812.42

Transfer of Part: means the agreed form transfer of part in respect of the freehold the Properties appearing in the First Schedule to this agreement

Contract: means the agreed form of contract for the sale and purchase of the Additional Land appearing in the Second Schedule to this agreement

Transfer: means the form of transfer agreed in respect of the Additional Land appearing in the Third Schedule to this agreement

2. Effect of this agreement

The parties hereby agree that this agreement shall immediately be fully and effectively binding on the subject only to the conditions set out below

3. Conditions

3.1 The conditions on which the Proceedings are to be stayed are as follows:

3.2 Within 6 weeks of the date of this agreement (on or before 7th November 2022) Waverley shall:

(a). Enter into the Contract; and

(b). Write in open correspondence to National Corp confirming that terms have been agreed within the meaning of the Leasehold Reform Act 1967 on the terms set out in the Transfer of Part in terms such that a statutory contract (**the Statutory Contract**) will come into force under the provisions of the 1967 Act

on condition that both obligations 3.2 (a) and (b) must happen at the same time

3.3 The parties agree and confirm that completion of the purchase of the freehold to the Properties and the Additional Land shall be:

(a) within one week of compliance with 3.2 (a) and (b) time being of the essence for the purposes of this clause;

(b) effected simultaneously as envisaged by the Contract;

(c) if completion is delayed beyond the date fixed in 3.3(a) Waverley must pay interest on the Price (or the balance of the Price outstanding if a deposit has been paid) at a rate per annum of two per cent above the Bank of England base rate from time to time in force notice until actual completion

3.4 Should Waverley fail to complete within one month of compliance with 3.2 (a) and (b):

(a) Waverley will be treated as having given notice that it is unable or unwilling to acquire the Properties under section 9(3) of the 1967 Act and the provisions of the 1967 Act will apply as to the effect of such a notice

(b) National Corp will have no obligation to sell the Additional Land to Waverley

(c) National Corp will be entitled to retain any deposit paid

3.5 Should Waverley fail to comply with 3.2(a) and (b):

(a) Waverley will be treated as having given notice that it is unable or unwilling to acquire the Properties under section 9(3) of the 1967 Act and the provisions of the 1967 Act will apply as to the effect of such a notice

(b) National Corp will have no obligation to sell the Additional Land to Waverley

4. Stay of action

4.1 The parties agree to write immediately to the Tribunal confirm that they have reached agreement and shall take all necessary steps to ensure that the hearing set down for 28th September 2022 be vacated

4.2 In the event that the Tribunal shall seek to strike out the Proceedings the parties agree to apply to have the reinstated for the purposes of giving effect to the agreement reached between the parties

5. Nature of this agreement

The parties have entered into this agreement with a view to reaching agreement on the terms agreed between them and each agrees on behalf of itself and any related parties not to seek to commence further proceedings save for the purposes of carrying this agreement into effect

6. Severability

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

7. Costs

The parties shall each bear their own legal costs in relation to this agreement.

8. Entire agreement

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

9. Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

10. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

11. Contracts (Rights of Third Parties) Act 1999

The parties agree that the terms of this agreement are not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

12. Co-operation

The parties shall deliver or cause to be delivered such instruments and other documents at such times and places as are reasonably necessary or desirable and shall take any other action reasonably requested by the other party for the purpose of putting this agreement into effect.

13. Counterparts

This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. For the purposes of completion, signatures by the parties' legal advisers shall be binding.

14. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

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

Signed by *Forsters LLP*

For and on behalf of **National Corp**

Signed by *Bishop & Semelle LLP*

For and on behalf of **Waverley**

First Schedule

Transfer of Part:

As appearing in the email from Forsters to Bishop & Sewell timed at 17.17 on 22.9.22

Second Schedule

Contract

As appearing in the email from Forsters to Bishop & Sewell timed at 14.49 on 26.9.22

Third Schedule

Transfer

As appearing in the email from Forsters to Bishop & Sewell timed at 17.17 on 22.9.22