

Conveyancing Task One.

Hello, Mrs Jenkins, my name is Teri I am calling from Trinity Law in response to your email regarding Arben Manor (Case reference: IM-10485/01).

I understand that you would like some information on our fees so I have calculated the costs associated and the total estimated cost would be approximately £2,704.

These are our legal fees including VAT, an additional fee for dealing with your mortgage lender, and any third-party costs such as any searches, banks transfers and ID checks. At this stage we would only require an initial deposit of £300 to proceed with the relevant searches.

Other costs to consider would be the requirement to pay Land Transactional Tax on top of the property purchase price which would be around £35,925.00 based on the purchase price of £739,000 and land registry fees for transfer of ownership which would be £295.

That would make your total additional costs minus our fees is £36,520.

In reference to timescales as you are a first-time buyer and there is no property chain involving sale on your side this should make the process slightly quicker so we would anticipate this should take approximately 8 - 12 weeks from initial instruction all the way through to completion.

It is important to note at this stage you are not committed to purchase Arben manor so you are free to change your mind without penalty however any costs associated with surveys or searches would be non-recoverable. You will only be legally bound to purchase once contracts have been exchanged this will normally happen around the mid-way point which would be approximately 4 to 6 weeks from initial instruction.

I will follow up with an email detailing everything I have mentioned.

I hope this has answered all your questions so far if, should have any further questions please do not hesitate to contact me.

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Task Two

MEMORANDUM

To: Ida Matthews, Senior Associate

From: Teri Kan, Trainee Solicitor

Date 17th October 2025

Subject: Case Reference: IM-10485/05

Memorandum to determine the existence, extent and transfer of the benefit and burden of any registered easements and freehold covenants of Arben Manor to Mrs Jenkins.

An easement is defined as a right in land that must satisfy four criteria determined by Re Ellenborough Park (1956).

EASEMENTS

- Party wall and fence rights - The title register states that all main walls or fences (if any) that are separating Arben Manor from adjoining land will remain party structures which means that both owners will be responsible for the maintenance and repair. Both a benefit and a burden.
- 1974 Transfer - The land is subject to and benefits from the rights stated in the conveyance dated 7th January 1974 between The Argent People's Trust and The Western People's Trust. The rights mutually govern access and maintenance between the adjoining properties. Both a benefit and burden.
- Poppy Field Park Right of Access - a right of way is reserved for the occupiers of reserved land known as Poppy Field Park, Country Road, Swansea SA51 9FT. A right of access via the Rocky Road shall be fully maintained by the freeholder of Arben Manor. Mrs Jenkins is required to maintain Rocky Road to a good condition for the benefit of those entitled to use it. This is ongoing access that carries

maintenance obligations. This is a burden due to maintaining the road for others use.

COVENANTS

Defined by Section 78(1) of the Law of Property Act 1925 'A covenant relating to the land of the Covenantor shall be deemed to be made with covenantee and his successors in title'.

Restrictive Covenants:

- The buyer must not use the property for any noisy, noxious or offensive trade or business
- Must not keep livestock Within the grounds
- Conduct a place of worship
- Or conduct and trade of business that involves the sale or production of alcohol

This is a burden as it does limit the use of the property to only residential and non-commercial purposes.

Positive Covenants:

- The buyer is required to maintain 'Rocky Road' to ensure the connection to the Swansea metropolitan district is maintained.
- Colour scheme of the road must be maintained and must remain red
- Transfer to the proprietor is a covenant to observe and perform all covenants referred to in the charges register is and indemnify prior owners in respect of any breach

These covenants are all burdens as they either limit the use of the property or carry obligations imposed on the buyer/landowner.

Important to note is any gold mines and minerals found beneath the property are excepted as retained property of the crown.

To conclude the title register shows that Arben Manor has both positive and restrictive covenants designed to preserve the residential character of the property and the area and maintain the shared access. These obligations will bind the buyer and pass to any successor in title. Arben Manor mostly carries burdens and enjoys limited benefits.

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- FORM TA6 3.19 IS TICKED NO TO MAINTAINING ACCESS ROADS? IS THIS FOR PUBLIC ROADS NOT PRIVATE

Task 3

Investigation of Title Report for Arben Manor, Country Road, Swansea, SA51 9FT.

This report is an investigation of title for the prospective purchase of Arben Manor.

Property Details

Property Address: Arben Manor, Country Road, Swansea, SA51 9FT.

Arben Manor is a detached period property with five bedrooms, three reception rooms and three bathrooms with character features throughout and no onward chain.

Sale price offers over £739,000.

Land Transactional Tax payment £35,925.00

The agreed sale price stipulated in the memorandum of sale is £739,000 to purchase the freehold property.

Key parties:

Seller: Mr Peter Hawkes

Sellers Solicitors: Fire and Good Solicitors Ltd.

Prospective Buyer: Ms Alyssa Jenkins

Prospective Buyers Solicitors: Trinity Law LLP

Conditions of Sale:

Buyer is purchasing with a mortgage; vendor has no onward chain. Property is being sold with vacant possession.

(Seller's address differs from the memorandum of sale (Waylon Street, Swansea, SA52 8RT to the TA06 Emerald Street, SA52 8RT presumed typo)

Please refer to the TA10 Fittings and Contents form to see which items are included in the sale.

Investigation of Title and Searches.

HM Land Registry Title WA1234

An official copy of the Register of Title dated 27th September 2025 confirms the Freehold tenure which is registered under Title Number WA1234.

Mr Peter Hawkes the seller is the registered proprietor and there are no restrictions noted that would prevent the sale.

There is a registered charge dated 19th November 2009 the proprietor being BRICKSIDE BUILDING SOCIETY, Penny Lane, Swansea East, SA52 3JC. The seller's solicitor must ensure this charge is removed prior to the completion of sale otherwise this will bind the buyer Ms Jenkins to this charge.

Covenants, Easements and restrictions.

In the conveyance dated 7th January 1974 there are restrictions that affect the land and would bind the prospective buyer these are as follows:

The property cannot be used for:

- Any noisy, noxious or offensive trade business
- Livestock are not permitted to be kept on the grounds

- Conduct a place of worship
- Conduct any trade or businesses involving the sale of alcohol or the production of alcoholic substances.

Positive covenant - The land is subject to a reserved right of access to 'Rocky Road' to access Poppy Field Park, Country Road, Swansea, SA51 9FT that will be passed onto the freeholder evidenced in Halsall v Brizell (1957).

Local Authority Search

A few key pieces of information from the Local Authority Search that will require further enquires and investigation are:

Section 1.2 States a development plan was adopted by the council on the 5th of April 2020 **a copy of the plan would be required.**

Section 2.2 states there is no public right of way which abuts or crosses the property this is incorrect due to the covenant dated 7th January 1974 which reserves the right for the public and neighbours' access to Poppy Field Park via the Rocky Road situated on the property.

Section 3.8 (m) acknowledges that a Tree Preservation Order is in place this prohibits the felling or looping of specific trees without the permission of the Local Authority. Failure to comply with the preservation order could result in heavy fines. (Sections 198 – 210 of The Town and Country Planning Act 1990). Section 8.5 of the TA6 states that there are not any trees on the property that are subject to a Tree Preservation Order this contradicts the Local Authority search and more information from the seller will be required.

Section 3.14 indicates that the Property is in a Radon affected area as identified by Public Health England **SHOULD THAT BE WALES?** in accordance with the notes added to the CON29 form however, the environmental search provided states that no radon was identified at the property, it states that the property is in a lower probability radon area as less than 1% of homes are above the action level and that no protective measures would be required for new dwellings or extensions. Advised next steps would be to have the building tested to ensure accurate level of radon concentration. Airtech Environmental Systems would be able to advise on radon testing kits which cost £39.36

+ vat they can run from 7 days to 3 months contact number 0800 378017. (**discuss case law Scivyer, 2007**)

Environmental Search.

Section 1b - contamination risk findings shows that within 500m of the property a landfill and or waste site has been identified.

Section 1e – other potential contaminative land (potential error in report, distance from property to reported addresses is far greater than the distance shown.

Section 2c – stipulates there is a potential surface water flood risk however due to the location of the property this risk would be 1 in 1000 years also summarised as a 0.1% annual probability of flooding. Moreover, as the report states that there is a potential risk of surface water flooding within 250m of the property further enquiries would be advised. A more detailed flood risk screening report can be requested. TA6 form section 10.3 states there are defences in place to prevent flooding as the property is raised above sea level by surrounding rocks.

Energy Performance Certificate.

Possible areas of concern are:

Energy rating is G this is the lowest rating possible this does come with some restrictions as you would be unable to let out the property under the Minimum Energy Efficient Standards (MEES).

Very high running costs approximately £6,300 per year. This is largely due to heat loss from the walls, single glaze windows and roof. The property does have open fireplaces, limited insulation and an outdated boiler these will also be contributing factors.

The property has a very high CO2 output of 34.9 tonnes compared to the average household output of 6 tonnes.

The estimated cost for upgrades required to bring the property to an energy rating of D would cost approximately £50,000 to £70,000.

Property Information form TA6.

Section 7 – Advises roof repairs are required to the southern wing and weathering on walls.

Section 8 – advises the property is in a conservation area (attached documents?)

Section 10.4 - weathering on coastal walls

Section 17.1 and 17.2 - confirms an extension has been completed to the rear of the property without planning permission, building regulations and a completion certificate. More information would be needed as if the extension was completed less than four years ago under the Town and Country Planning Act 1990 section 171b enforcement action can be taken within four years of completion.

Section 18 – clarity required on whether seller has consent for any matters that need permission in the deeds will need further information from the sellers solicitor.

Section 22.2 & 22.4 (f)- Electric installation on the property has not had the appropriate testing. The electrical work will need to be requested along with an inspection report for the boiler this can be obtained from the Competent Person Scheme.

Section 23.3 - the property is affected by Japanese Knot weed this is classified as a 'controlled waste' by section 33 of the Environmental Protection Act 1990 and failure to control it and allow it to spread can lead to civil action. The seller has also specified that it is unknown whether there is a current management or treatment plan in place more information is required. *Waistell vs. Network Rail* (2017).

In summary there are many findings that need to be considered before proceeding due to its legal and financial implications. It would be advised that Indemnity Insurance should be a requirement if proceeding with the purchase this can be negotiated at the cost of the vendor.

Reference List

Competent Person Scheme Available at: <https://www.gov.uk/building-regulations-competent-person-schemes> (Accessed 01 November 2025).

Environmental Protection Act 1990 (Section 33) Available at:
<https://www.legislation.gov.uk/ukpga/1990/43/contents> (Accessed 01 November 2025)

Land Registration Act 2002 (Section 27) Available at:
<https://www.legislation.gov.uk/ukpga/2002/9/section/27> (Accessed 01 November 2025)

Minimum Energy Efficient Standards (MEES) Available at:
<https://www.gov.uk/guidance/domestic-private-rented-property-minimum-energy-efficiency-standard-landlord-guidance> (Accessed 01 November 2025)

The Law of Property Act 1925 (Section 78(1)) Available at:
<https://www.legislation.gov.uk/ukpga/Geo5/15-16/20/contents> (Accessed 01 November 2025)

Town and Country Planning Act 1990 (section 171(b)) Available at:
<https://www.legislation.gov.uk/ukpga/1990/8/section/171B> (Accessed 01 November 2025)

The Town of Country and planning Act 1990 (Section 198-210) Available at:
<https://www.gov.wales/sites/default/files/publications/2023-03/atishn17121doc15.pdf>
(Accessed 01 November 2025)

Case Law

Halsall v Brizell (1957)

Re Ellenborough Park (1956)

Waistell v Network Rail (2017)