

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.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** the persons transferring the property.

Complete as appropriate where the transferor is a company.

Enter the overseas entity ID issued by Companies House for the transferor pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

Give full name(s) of **all** the persons to be shown as registered proprietors.

Complete as appropriate where the transferee 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.

Enter the overseas entity ID issued by Companies House for the transferee pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

1	Title number(s) of the property: EX862312
2	Property: Land lying to the west of Dunmow Road, Hatfield Broad Oak, Bishops Stortford
3	Date: 24/6/2025
4	Transferor: Hatfield Broad Oak Parish Council <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas entities</u> (a) Territory of incorporation or formation: (b) Overseas entity ID issued by Companies House, including any prefix: (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:
5	Transferee for entry in the register: HBO Sports and Community Club Limited (registered charity number 1135737) <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 07137376 <u>For overseas entities</u> (a) Territory of incorporation or formation: (b) Overseas entity ID issued by Companies House, including any prefix: (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, 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 email address.

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

Place 'X' in any box that applies.

Add any modifications.

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

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
- in the first box, or

6	Transferee's intended address(es) for service for entry in the register: Brook View, Old Street Hill, Hatfield Broad Oak, Bishop's Stortford, England, CM22 7LF
7	The transferor transfers the property to the transferee
8	Consideration ☐ The transferor has received from the transferee for the property the following sum (in words and figures): ☒ The transfer is not for money or anything that has a monetary value ☐ Insert other receipt as appropriate:
9	The transferor transfers with ☐ full title guarantee ☒ limited title guarantee The covenants for title implied by the LPMPA 1994 are modified so that: (a) the covenant set out in section 2(1)(b) of the LPMPA 1994 shall not extend to costs arising from the Transferee's failure to: (i) make proper searches; or (ii) raise requisitions on title or on the results of the Transferee's searches; and (b) the covenant set out in section 3(3) of the LPMPA 1994 shall extend only to charges or incumbrances created by the Transferor; and (c) the covenants set out in section 3 and section 4(1)(b) of the LPMPA 1994 shall be limited so that the Transferor will have no liability under them for the consequences of any breach of the terms of the Lease relating to the physical state or condition of the Property.
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

- in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance. These are both available on the GOV.UK website.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

☐ they are to hold the property on trust:

11 Additional provisions

11.1 The following definitions apply in this transfer:

Landlord: William Rupert Gosling of Little Barrington Hall, Hatfield Broad Oak, Bishop's Stortford CM22 6NL and being the person entitled to the immediate reversion to the Lease.

Lease: the lease of the Property dated 19 January 2011 and made between (1) William Rupert Gosling and (2) Hatfield Broad Oak Parish Council and registered at HM Land Registry with title number EX862312 and all documents supplemental and collateral to it.

LPMPA 1994: Law of Property (Miscellaneous Provisions) Act 1994.

11.2 The expression "tenant covenant" has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.

11.3 The disposition effected by this transfer is subject to:

11.3.1 any matters contained or referred to in the entries or records made in registers maintained by HM Land Registry under title number EX862312 as at 14 May 2024 at 14:39:33;

11.3.2 any matters discoverable by inspection of the Property before the date of this transfer;

11.3.3 any matters which the Transferor does not and could not reasonably know about;

11.3.4 any matters disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into a contract for the purchase of the Property;

11.3.5 any notice, order or proposal given or made by a body acting on statutory authority;

11.3.6 any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002;

11.3.7 the tenant covenants and all terms and conditions contained or referred to in the Lease;

11.4 Notwithstanding section 6(3) of the LPMPA 1994, all matters recorded at the date of this transfer in registers

open to public inspection are deemed to be within the actual knowledge of the Transferee for the purposes of section 6(2)(a) of the LPMPA 1994.

11.5 The Transferee covenants with the Transferor and separately with the Landlord that the Transferee and the Transferee's successors in title shall from the date of this transfer until the end of the term granted by the Lease and any statutory continuation of it:

11.5.1 pay the rents reserved by the Lease; and

11.5.2 observe and perform the tenant covenants of the Lease;

and will keep the Transferor indemnified against all liabilities, expenses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses calculated on a full indemnity basis), claims, damages and losses suffered or incurred by the Transferor arising out of or in connection with any failure to do so.

Charities Act 2011

11.6 The Property will, as a result of this transfer be held by (or in trust for) HBO Sports and Community Club Limited, a non-exempt charity, and the restrictions on disposition imposed by sections 117 to 121 of the Charities Act 2011 will apply to the land (subject to section 117(3) of that Act).

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 (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 10 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 3.

12 Execution

Executed as a deed by
**HATFIELD
BROAD OAK
PARISH
COUNCIL** acting
by two Councillors
in the presence of
the Proper Officer:

Councillor 1

Councillor 2

Witness signature:

Name:

Address:

KATE ALTON

Executed as a deed by **HBO
SPORTS AND
COMMUNITY
CLUB LIMITED**
acting by a
director in the
presence of:

Director

Witness signature:

Name:

Address:

BEN CRAIG

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.

Specification and Scope of Works

Contract for the Management and Maintenance of HBO Village Green

REFERENCE HBO/VG/Management/100

PREAMBLE:

Hatfield Broad Oak Parish Council (the Council) wishes to enter into contract with the HBO Sports and Community Club (the Company) for the management, maintenance and operation of land known as the 'Village Green' (the Village Green) as detailed on Architect drawing reference Site Plan 3A and the lease plan reference A39.655A attached to the lease (the Lease) between William Gosling and the Parish Council dated 19th January 2011 as assigned to the Company

CONTRACT

This contract for the management and maintenance of the Village Green is made between:

- 1). Hatfield Broad Oak Parish Council of Sun Cottage, High Street, Hatfield Broad Oak, Bishops Stortford, Herts. CM22 7HE
- 2). HBO Sports & Community Club, an incorporated charity with the charity number 1135737 of Brook View, Old Street Hill, Hatfield Broad Oak, Bishop's Stortford, England, CM22 7LF

CONTRACT SPECIFICATION

1. The Organisation shall adhere to, perform and administer the contract in accordance with this general specification and schedule of requirements which shall be in addition to the requirements, obligations and responsibilities of the assignee under the Lease.
2. This contract shall be for a period of 12 years from the date of this agreement, with a mid-term review after 6 years in favour of an inflation increase over the first period to be applied to the second period and will be for an absolute fixed price and to include all obligations, responsibilities and requirements subject to the terms of this Specification and Scope of Works.
3. It is recognised that the Company may wish to present to the Parish Council certain identified cost savings it has or can achieve at the mid-term for discussion and further negotiation of the contract value downwards for the remaining period.
4. The annual contract sum will be paid in advance on an annual basis commencing from the first parish council meeting after assuming the assignment of the Lease.
5. The Company is required to perform all of the requirements, duties, responsibilities and obligations defined in The Lease and to specifically maintain the VG in a good safe non-hazardous tidy clean state appropriate for the 'Authorised Use' defined in the Lease being 'use for any sporting or recreational or local community or ancillary uses and associated parking and all activities ancillary thereto'.

6. In particular the Company shall maintain and or replace the following elements so as to ensure a good safe state of condition and effectiveness:
 - a). All cattle/stock fences, gates, access points, entrances, security precautions, safety measures, seats, benches tables, electrical installations, water installations, surface and ground drainage together with wifi and CCTV installations if applicable
 - b). All trees, bushes, plants, ponds, nature areas.
 - c). All grassed sports pitches to a standard agreed with authorised sports clubs.
 - d). All public grassed and other areas in a safe condition cut to a level to discourage occupation or transit by protected and rare species of wildlife.

In so far as the Company has assumed the Lease of the Village Green and the existing conditions and infrastructure.

7. The Company will manage the facility such that with the exception of the sports pitches when in use and the cricket square the Village Green remains open to the public at all times for the 'Authorised Use' and established public use excluding during periods of maintenance and management for public safety and that the Company shall prioritise the use of the Village Green for major events such as the village 10K race.
8. The Company shall maintain appropriate policies to meet its obligations under the Lease and to the general public including policy documents for safeguarding, risk assessments, environmental management, complaints, fundraising, conflicts of interest, data protection, social media.
9. The Company will maintain appropriate insurance of not less than currently held by the Parish Council and any additional insurance the Company deems necessary to meet its obligations under the Lease and its duty of care to all users and shall share such insurance information at contract commencement and at any future point where significant change is made to cover.
10. The Company shall pay to the Parish Council the sum identified in this contract for the purchase of the parish council assets stored on or used on the VG.
11. The Company and the Parish Council will cooperate fully transparently and supportively for the purposes of obtaining grants and for the improvement of the Village Green.
12. The Company shall recognise the adjacent nature of the Scheduled Ancient Monument and shall execute its operations with respect for the legal protections of the Ancient Monument.
13. The Company is to be cognisant of the various planning applications and permissions granted on the land as appended to this contract.

14. The Company Shall make available to the Parish Council its annual charity report which will include as a minimum a report of its performance according to the obligations under the Lease.
15. Should the Company repeatedly fail to meet its obligations under this contract or under the Lease or fail to remedy a breach identified in a formal a written Failure Notice issued by the Parish Council within a period of six months then the Parish Council may issue a Final Notice to Remedy clearly stating the outstanding failure and allowing the Company six months to fully remedy the issue.

Following the Final Notice to Remedy if the failure has not been corrected to the reasonable satisfaction of the Parish Council , the Parish Council may issue a Notice of Termination giving not less than six months notice.

The Final Notice of Termination shall only be issued after seeking an independent review, conducted under the auspices of the Royal Institute of Chartered Surveyors (RICS) or another mutually agreed independent mediator and shall not be issued unreasonably, vexatiously or for political reasons.

Upon termination the Company shall be entitled to recover the value of fixed assets and capital expenditure it has introduced to the Village Green where such assets have ongoing utility to the Parish Council

16. The Company reserves the right under this contract to exercise a permanent break in the contract should the Company no longer require to receive the annual fee due from the Parish Council for the management and maintenance of the Village Green under this contract.
17. The Company enters into this contract on the basis that the Parish Council will comply with the following obligations within a period of six months:
 1. To complete the vehicle entrance on Dunmow Road to the satisfaction of all statutory authorities.
 2. Make a grant to the Company of the grant received by the Parish Council of £6,000 to contribute to the upgrading of the footpaths of the Village Green.
 3. The pedestrian/disabled entrance on the High Street is completed by the Parish Council including the ramp up to and including the secondary gate adjacent to the current gate.
 4. Complete the works required under the ROSPA report that relates to the pond on the Village Green.

18. The Company is to provide the following information prior to execution of this contract.

Ref	Requirement	Details
A	Charity or company number	1135737
B	Directors or Trustee details	Provided
C	Insurances	
D	Bank account details	Coutts 18-00-02 07802943
E	Supporting reserves, bonds or guarantees of performance	Provided

SPECIFICATION AND SCOPE OF WORKS

The Company is contracted to a lump sum fixed price quotation (subject to the inflation mid-term review) for the complete management, maintenance and operation of the VG in accordance with this Specification and Scope of Works and the Lease for the land.

Ref	Description
1	Grass cutting to sports pitches, carry out surface treatments and maintenance and apply and treat areas as necessary with fertilisers and weedkillers all to standards agreed with using sports clubs.
2	Grass cutting to all other non-sports pitch areas accessible to the public and with the exception of the Wildlife Areas maintained at a height for safety and to prevent habitation by protected wildlife.
3	Maintain the Wildlife Area to the minimum standard previously adopted by the parish council.
4	Maintain ponds and water areas for public safety
5	Maintain the pedestrian paths for public and disabled routing and access.
6	Execute annual (or as required by insurances or safety) tree surveys and act upon the results and recommendations
7	Specifically maintain and ensure the health of the original Oak tree and the donated Oaks on the VG.
8	Maintain and replace as necessary boundary fences and gates.
9	Execute adequate Rabbit and pest control within the existing provision of fencing provided by the Parish Council.
10	Ensure the security of the VG from unauthorised access.
11	Maintain the vehicular entrance on Dunmow Road and strictly control access and use.
12	Maintain and operate the pedestrian entrance in High Street for disabled and public access.
13	Maintain in good state of repair and decoration the containers stored on the VG
14	Maintain and replace as necessary the existing benches and seating.

Ref	Description
15	Regularly maintain the Pétanque court and surrounding seating.
16	Manage and fund all payments for services such as water, electricity etc.
17	Manage the use of the VG and operate any payment scheme for sports use
18	Comply with all Health & Safety requirements of a public open space.

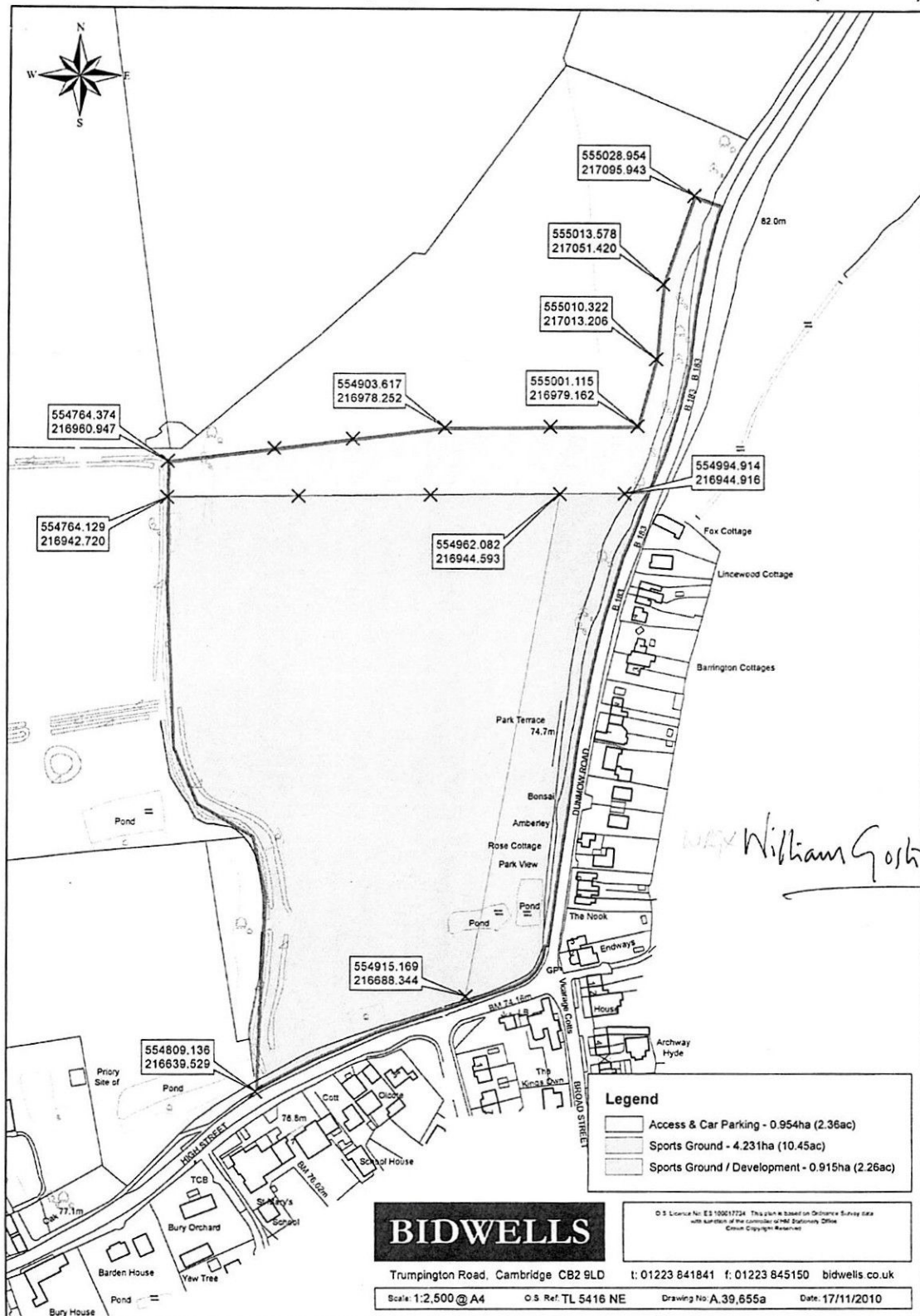
CONTRACT SUM

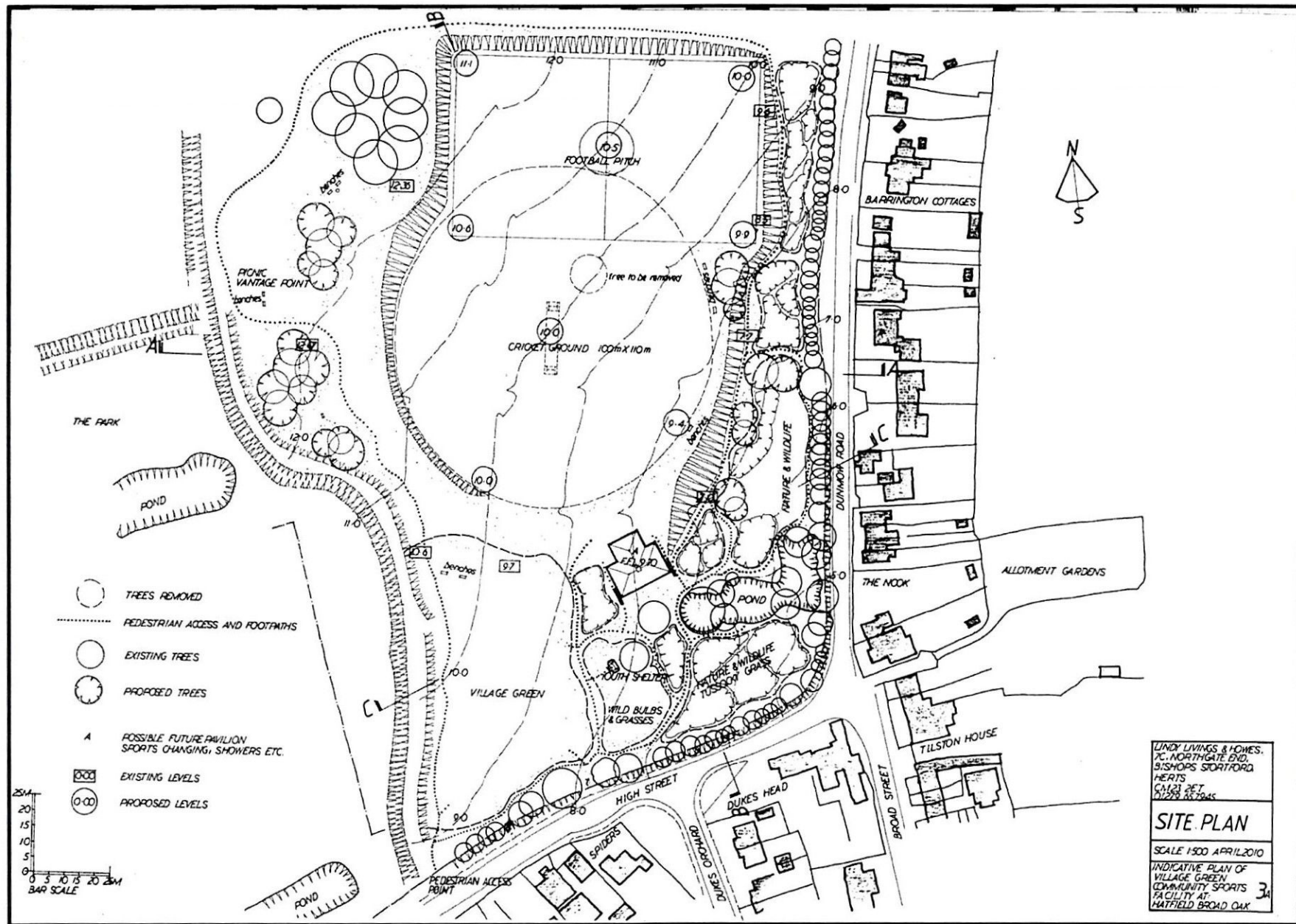
Annual Price for this contract	£12,000
Discount in lieu of rent	-£2,400
Net Annual Contract Price	£9,600
Total contract price over 12 years subject to clauses 2 and 3	£115,200
Purchase price for Tractor, other assets and equipment	£6,000

Signed..... Date.....	DAVID MILNE
Signature	[REDACTED]
For and on behalf of:	HBO Sports & Community Club
Position	Director
Signed..... Date.....	KEVIN BEADLE
Signature	[REDACTED]
For and on behalf of:	Hatfield Broad Oak Parish Council
Position	[REDACTED] Councillor
Signed	[REDACTED]
Signature	KATHA ACTUS 24/6/2023
For and on behalf of:	Hatfield Broad Oak Parish Council
Position	Responsible Financial Officer

APPENDIX

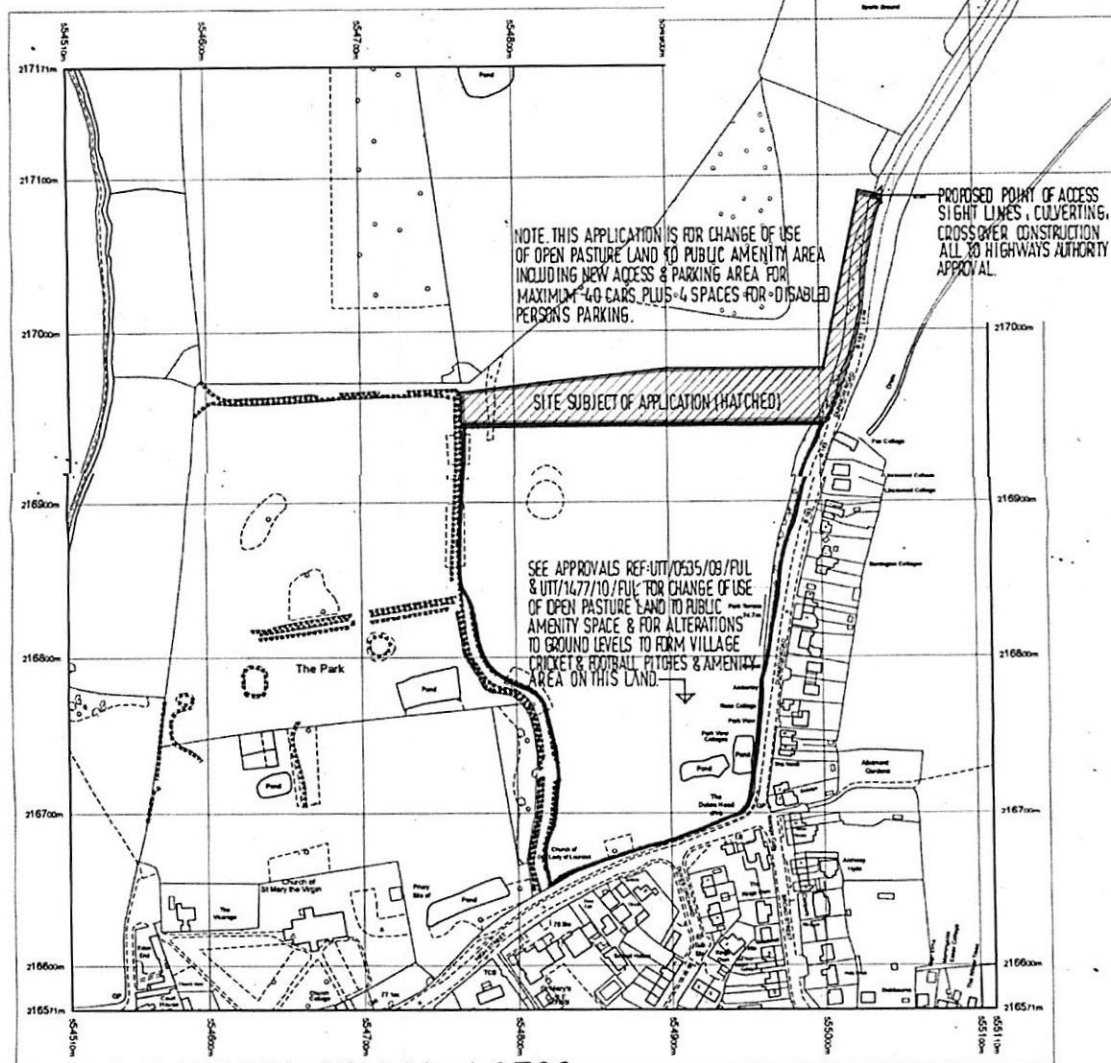
New Village Green & Playing Fields, Hatfield Broad Oak (HBO 1)





Hatfield Broad Oak Village Green

LAND TO WEST OF: DUNMOW ROAD. HATFIELD BROAD OAK.



Planning History

Planning Ref	Application	Decision & Date
UTT/18/2449/FUL	Single storey storage facility/shed type building	Approved with conditions – 24 October 2018
UTT/18/0884/FUL	Erection of shed for sports equipment/machine storage	Approved with conditions – 20 June 2018
UTT/17/1894/FUL	Provision of a new sports pavilion (identical scheme to approved scheme UTT/14/1792/FUL and UTT/1136/12/FUL)	Approved with conditions – 25 August 2017
UTT/17/0358/FUL	Provision of new pavilion to match the approved scheme granted approval under Application Numbers UTT/14/1792/FUL and UTT/1136/12/FUL	Refused – 11 May 2017
UTT/16/0803/FUL	Erection of a sports and community pavilion	Refused – 3 November 2018
UTT/14/1792/FUL	Variation of condition 2 of planning permission UTT/1136/12/FUL (erection of community pavilion) to allow redesign of the pavilion for use as changing facilities for cricket/football and meeting room.	Approved with conditions – 30 July 2014
UTT/1136/12/FUL	Erection of new community pavilion with associated parking area and driveway	Approved with conditions – 6 August 2012
UTT/1210/11/FUL	Change of use of open pasture land to public amenity area including new vehicular access and parking area	Approved with conditions – 25 August 2011
UTT/1150/11/DOC	Application to part discharge condition 6 (C.4.2) & C.90A Newt Mitigation attached to UTT/1477/10/FUL	Discharge of Condition in full – 10 June 2011
UTT/0862/11/DOC	Discharge of conditions 5(details of earthworks), 9(Details of construction traffic) & 10(Details of wheel clean equipment) on application UTT/1477/10/FUL	Discharge of Condition in full – 2 June 2011
UTT/1477/10/FUL	Alterations to ground levels to form village cricket and football pitches and amenity area.	Approved with conditions – 9 November 2010
UTT/1611/09/FUL	Alteration of ground levels to form village cricket and football pitches and amenity area.	Withdrawn – 3 March 2010
UTT/0535/09/FUL	Change of use of open pasture land to public amenity space.	Approved with conditions – 18 August 2009