

Standard Covenants

February 2016 version

The sale of the property will be subject to the restrictive covenants which are detailed below:

- i As provided by Section 75(1) of the Mission and Pastoral Measure 2011 the following covenants on the part of the Purchasers shall be enforceable as if the Vendor were the owner of the adjacent land and the covenants were expressed to be entered into for the benefit of that adjacent land and (in the case of covenants of a positive nature) as if they were negative.
- ii The burden of the following covenants is intended to bind and binds each and every part of the property into whosoever hands it may come.
- iii A covenant not to do any act or thing includes an obligation not to permit or suffer the act or thing to be done by another person.
- iv The Purchaser jointly and severally covenants with the Vendor:
 1. Not to use the property for any purpose other than for xxxxxx;
 2. Not to use the property for any illegal or immoral purpose or for any purpose which may be or become a nuisance annoyance or disturbance to the Vendor or which shall (in the opinion of at least two of the following: the bishop for the time being of the diocese in which the property is situated, the dean for the time being of the cathedral which is the seat of the bishop and the archdeacon for the time being of the archdeaconry in which the Property is situated) be offensive to the principles and practice of the Christian faith;
 3. Not to demolish any building nor to erect any new or additional structure or building on the property;
 4. Not to disturb any human remains interred in the property;
 5. To ensure the maintenance in a prominent position of a notice board of a size and type to be approved in writing by the Vendor indicating that the property is now used for the purpose stated in subclause 1 and displaying the conditions of access for people wishing to visit the former church or to tend particular graves in the property;
 6. Within six months of today's date to carry out to the satisfaction of the Vendor's surveyor the works necessary to make all buildings on the property wind – and watertight and thereafter to keep such buildings in the like condition and to such satisfaction;
 7. Within two years of today's date to carry out and complete to the satisfaction of the Vendor's surveyor the works shown on the plans already submitted to and approved in writing by the Vendor;
 8. Not to make any architectural or structural changes (including for the avoidance of doubt any alteration to or removal of the stained glass) in any

building on the property except in accordance with plans previously submitted to and approved in writing by the Vendor;

9. Not to damage any tombstone, monument or memorial in the property nor without the Vendor's consent to remove or disturb any such (after consultation with the Commonwealth War Graves Commission);
10. Not to permit or allow use of the property for the solemnization of marriages under section 26(1)(bb) of the Marriage Act 1949 or as a place at which two people may register as civil partners under section 6 of the Civil Partnerships Act 2004 or under any other legislation for the time being in force amending or replacing the said Acts;
11. To give access at reasonable times to all persons wishing to visit the former church or to tend particular graves in the property, provided such persons have made prior written application to the Purchaser; and to keep unobstructed by undergrowth, overgrowth, rubbish or other obstacles the access to any war grave;
12. Within three months of today's date to erect to the satisfaction of the Vendor's surveyor a post and wire fencing along theboundaries of the property and thereafter to maintain the same in good repair and condition to the reasonable satisfaction of the parochial church council of the parish in which the property is for the time being situated;
13. Not to grow anything on the property which may weaken or undermine the structure of any building or wall on the property nor subject to any Tree Preservation Orders to allow any trees or shrubs on the property within 3 metres of any such building or wall to grow to a height greater than 1.5 metres;
14. To give access at reasonable times and on reasonable notice to the Vendor's surveyor to enable him to inspect the works undertaken by the Purchaser in accordance with these covenants