Report to the Executive of Peterborough City Council under Section 5A(3)(a) of the local Government and Housing Act 1989 and Section 114A (2)(a) Local Government Finance Act 1988

Date of Issue: 12 December 2025

Report authors:

Graham Kitchen, Director of Legal and Governance (Acting) and Monitoring Officer ('the Monitoring Officer')

Christine Marshall, Executive Director of Corporate Services and Section 151 Officer ('the Section 151 Officer')

Executive Summary

Members of the executive of Peterborough City Council ('the Council') are asked to consider this joint report from the Monitoring Officer and Section 151 Officer (together the 'Statutory Officers') made in accordance with section 5A(3)(a) of the Local Government and Housing Act 1989 and section 114A(2)(a) of the Local Government Finance Act 1988. This report has been prepared following statutory consultation between the two Statutory Officers who are the authors of the report and with the Chief Executive (Head of Paid Service). The Statutory Officers are concerned that the Council's historic disposal of the land and buildings known as the John Mansfield Centre (the 'JMC') and associated financial transactions were unlawful.

1. Purpose

- 1.1 This joint report is being issued as the Monitoring Officer considers the decision to dispose of the freehold of the JMC to have been made outside of delegated powers and in breach of the duty to obtain best consideration under section 123 of the Local Government Act 1972. The Statutory Officers also consider that a series of financial transactions associated with the disposal of the JMC constitute unlawful payments. These financial transactions were undertaken during the financial years 2019/20 to 2022/23.
- 1.2 Given the seriousness of the apparent failures and the values involved, we consider that the tests for issuing reports under Section 5 of the Local Government and Housing Act 1989 and Section 114 Local Government Finance Act 1988 (the 'Acts') have been met. External legal advice commissioned by the Statutory Officers and set out at Appendix 1(a) of this report, confirms this view. The Statutory Officers agree that this reporting would be best served as a joint statutory report due to the clear linkages between the issues.
- 1.3 As decisions to dispose of property and pay rent are executive functions, legislation requires that this report needs to be considered by the Executive but must also be provided to all Members and the external auditor in accordance with the requirements set out in the Acts.

2. Background

2.1 This report sets out the facts as understood by the Statutory Officers following a thorough evaluation of the available information. The Chief Executive arrived at the Council in 2022 and following a review of external arrangements undertaken by the Chartered Institute of Public Finance and Accountancy (CIPFA) involving the Independent Assurance and Improvement Panel, requested that a comprehensive investigation be carried out in relation to the circumstances surrounding the disposal of the JMC. Senior Officers within the Council then commenced an investigation ('the Investigation'); this effort was initially overseen by the Council's former Section 151 Officer and since March 2025 has been led by the current Monitoring Officer. An external investigation agency was also instructed to produce a report on the matter (the 'Investigation Report'). Once completed, the Investigation Report was passed to the Police, and the matter now forms part of an ongoing criminal investigation.

City College Peterborough

- 2.2 City College Peterborough ('the College') provides adult education services to Peterborough residents. The College currently occupies the JMC.
- 2.3 The College has always been part of the Council. By virtue of a Cabinet Member Decision Notice ('CMDN') dated 17 December 2014 the Council granted greater autonomy to the College 'through recognising governing board arrangements and financial and management delegations formally within the council' (the '2014 CMDN'). Thus, although the College remained part of the Council and the Principal was still an Officer of the Council, the College operated a separate accounting system and budget.
- 2.4 Notwithstanding the greater autonomy given to the College in 2014 it remained part of the Council and bound by its constitution.
- 2.5 By virtue of Cabinet Report OCT25/CAB/52 Cabinet resolved to revoke all delegations approved within the 2014 CMDN and authorise a change of operating model to the College, so it shall be recognised as a department of the Council and housed internally in the Council under a standard line management structure into the Directorate of Place and Economy. This change of operating model is likely to be completed in January 2026.

City College Foundation

- 2.6 City College Peterborough Foundation ('the Foundation') was established on 5 November 2013. It was incorporated as a private limited company by guarantee without share capital and is registered as a charity with the Charity Commission.
- 2.7 The Foundation was originally named 'City College Peterborough' up until December 2015, when the name was changed to 'City College Peterborough Foundation'. The Council previously had a right to appoint a trustee to sit on the board of the Foundation, but this was removed when the Foundation amended its articles in 2020.

3. Key Issues

Transfer of the John Mansfield Centre

3.1 The Council transferred part of the freehold land held within Land Registry title number CB274278 which contained the JMC, to the Foundation, for £1 on 17 February 2020 (the

- 'Disposal'). The extent of the land and buildings included in the Disposal is shown on the plan that forms part of the Land Registry Form TP1 (the 'Transfer') at Appendix 5 of this report.
- 3.2 The decision to transfer the JMC to the Foundation was approved on 16 September 2019. The decision was purported to be made pursuant to a delegation from Cabinet to a Council Officer to:
 - 'negotiate and settle terms for new and variations to, leases, tenancies, wayleaves and easements of Council property in consultation with the Solicitor to the Council as appropriate, taking into account the sale, complexity and significance of the matter in hand.'
- 3.3 The decision to dispose of the JMC was set out in the Delegated Authority Form dated 16 September 2019 ('DA Form') at Appendix 4, which stated that the book value of the JMC at the time of the Disposal was £4,600,000.
- 3.4 Local authorities have the power to dispose of land under section 123 of the Local Government Act 1972. Under the General Disposal Consent 2003, local authorities may dispose of land for less than the best consideration that can reasonably be obtained, without requiring specific consent from the Secretary of State, provided certain conditions are met. The key condition is that the undervalue must not exceed £2,000,000. The disposal must also promote the economic, social or environmental well-being of the area.
- 3.5 The DA Form was fundamentally flawed in the following ways:
- 3.5.1 The decision was taken by an officer not explicitly authorised within the DA Form's delegation reference therefore acting outside of delegated powers.
- 3.5.2 The delegated power that was relied upon related to decisions about leases, tenancies, wayleaves and easements, not freehold sales.
- 3.5.3 The transfer of the property for £1 was not at best consideration reasonably obtainable and would therefore have required the Secretary of State's consent, given that the undervalue of the property exceeded £2,000,000.
- 3.5.4 There is no evidence within the DA Form (or otherwise) that specific consent was sought or obtained from the Secretary of State:
- 3.5.5 There is no detail within the DA Form (or otherwise) about the valuation report or methodology used to assess whether it met the requirement of the general consent. In any event, even if the disposal was considered to help the economic, social or environmental wellbeing of the area, disposal at less than best consideration is subject to the condition that the undervalue does not exceed £2,000,000.
- 3.5.6 The DA incorrectly states that the Foundation had been set up specifically for the transfer and ongoing management of the JMC. The Foundation had been set up in 2013 and not for reasons associated with the transfer of the JMC to the Foundation.
- 3.5.7 There is no reference to consideration of state aid rules within the DA Form or the disposal being in compliance with those rules. When a local authority disposes of land at less than best consideration, it provides a subsidy to the purchaser. The local authority must therefore ensure that the nature and amount of subsidy complies with the rules in

relation to State Aid, particularly if there is no element of competition in the sale process. The rules relating to subsidy have now changed following amendments to the law following Brexit. However, at the time of the disposal State Aid rules applied.

Payments to the Foundation

- 3.6 Prior to and since the Disposal, the JMC has been occupied by the College. The College is part of the Council and not a separate legal entity, although it was given a degree of autonomy by virtue of the 2014 CMDN.
- 3.7 Following the Disposal, the Council (through the College) began making rent payments to the Foundation. The initial rent was £17,010 per month inclusive of Value Added Tax ('VAT') which equates to an annual rent of £204,120 inclusive of VAT.
- 3.8 The Foundation maintain that as of February 2021 it was mutually agreed that the rent would increase to £29,010 inclusive of VAT per month, which equates to an annual rent of £348,120 inclusive of VAT.
- 3.9 Available records show that the Council has paid a total of c.£790,000 to the Foundation in rent ('the Rent).
- 3.10 There is no evidence of any written lease or agreement for lease between the Council and the Foundation in respect of the College's occupation of the JMC. The Council and the Foundation would have been expected to have known that the creation of a lease or agreement for lease would have required certain formalities both from a governance and conveyancing perspective. There is a set process for dealing with leases between charities and their tenants and it would appear that this has not been followed. The lack of written lease also creates a significant degree of uncertainty as to the terms of the Council's occupation and as to any liability which may have accrued.
- 3.11 Due to the 2014 CMDN, the College operated a separate accounting and financial system to the Council even though it was not a separate legal entity. Through this system, payments were made by the College to the Foundation. At each year end the Council would receive a statement from the College to enable the Council's ledger to capture annual income and expenditure account code totals to be included in the accounts. This is the same process adopted for the Council's maintained schools.
- 3.12 There was also a payment made directly from the Council's account (as opposed to the separate account operated by the College) to the Foundation of £150,000 on 17 February 2020 ('the Sale Contract Payment'). This payment is thought to have been made in accordance with clause 20 of the sale contract entered into between the Council and the Foundation ('the Sale Contract') in respect of the JMC, which required the Council to pay the Foundation that sum 'in respect of maintenance costs'. Further details of this provision in the Sale Contract and the legal advice received in relation to it are set out at Appendix 1(b) of this report.
- 3.13 The Council's internal audit team has identified a further c.£142,000 in payments since the Disposal in respect of maintenance and capital costs associated with the JMC ('the Maintenance Payments').
- 3.14 A schedule of known financial transactions comprised of the Rent Payments, Sale Contract Payment and the Maintenance Payments is set out at Appendix 2 of this report. Work is ongoing to ensure all unlawful payments have been properly identified.

4. Legality

Legal Status of the Transfer

- 4.1 The decision to dispose of the freehold of the JMC was made outside of delegated powers and in breach of the duty to obtain best consideration under section 123 of the 1972 Act. It was, therefore, unlawful.
- 4.2 The Statutory Officers have sought advice from three leading counsel (property, public law and negligence) about whether the Council has meritorious grounds to seek recission and/or damages under the law of mistake, whether the decision taken under DA and subsequent transfer may be reversed, or whether there are any other grounds upon which the Council could seek to recover ownership of the JMC. A summary of the legal advice received, and actions taken to-date are set out at Appendix 1(b) of this report.

Legality of Payments

- 4.3 There is no record of any decision having been made by the Council's Cabinet or any other Officer under delegated powers to enter into a lease between the Council and the Foundation or to make the Rent Payments.
- 4.4 There does not appear to be any authority approved by the executive or any Officer of the Council under delegated power to approve the Rent Payments. In the absence of any proper authority to approve such payments, it is the view of the Statutory Officers that the Rent Payments were unlawful.
- 4.5 There is a contract provision in the Sale Contract which requires the Council to pay the Foundation the Sale Contract Payment as part of the Disposal.
- 4.6 There does not appear to be any authority approved by the executive or any Officer of the Council under delegated powers to approve the Sale Contract Payment or Maintenance Payments to the Foundation. In the absence of any proper delegation to approve such payments, the payments are considered unlawful.

5. Statutory Duties

Section 5A of the Local Government and Housing Act 1989

- 5.1 Section 5A(3)(a) of the 1989 Act obliges a Monitoring Officer to prepare a report to the executive if he or she considers that 'any proposal, decision or omission by the authority, has given rise or is likely to give rise to a contravention of any enactment or rule of law.'
- 5.2 In the present case, the Disposal appears to contravene an enactment, in addition the payment of the Rent Payments, the Sale Contract Payment and the Maintenance Payments by the Council appear to be a contravention of a rule of law, in that they have not been authorised by any member, body or officer with power to do so.

Section 114A Local Government Finance Act 1988

5.3 Under Section 114A(2)(a) of the Local Government Finance Act 1988 it is the duty of the Section 151 Officer to make a Report to the authority 'if it appears to him that in the course of the discharge of functions of the authority, the executive or a person on behalf of the executive has made or is about to make a decision which involves or would involve the

- authority incurring expenditure which is unlawful.' There are other types of section 114 reports which have to be issued when the expenditure of the Council exceeds its resources, this is not that type of report.
- 5.4 In the present case, there does not appear to be any authority properly approved by the Executive or any officer of the Council under delegated power to approve the Rent Payments, the Sale Contract Payment or the Maintenance Payments to the Foundation. In the absence of any proper delegation to approve such payments, those payments are considered unlawful.

Legal Implications

- 5.5 The relevant legislation is generally interpretated as not requiring a Monitoring Officer or a Section 151 Officer to report in every circumstance where the duty to report could be said to arise. However, in the present case, given how significant the breach is, the impact of the breach on the governance of the Council and the need for consideration to be given to what corrective action the Council could or should take, the Statutory Officers consider it is appropriate to issue this joint report.
- 5.6 Both Statutory Officers were required to consult each other and the Head of Paid Service in the preparation of this report. This report must be sent to all members of the Council and a meeting held within 21 days of the issuing of the report to Members. The Section 151 Officer must also send a copy of the report to the external auditors.
- 5.7 In respect of the s.114A(2)(a) aspect of the report, the executive is required under section 115B(2) to 'consider the report at a meeting where it shall decide whether it agrees or disagrees with the views contained in the report and what action (if any) it proposes to take in consequence of it.'
- 5.8 In respect of the s.5A(3)(a) aspect of this report, the duty of the executive is to consider the report and to ensure, that no step is taken for giving effect to any proposal or decision to which such a report relates at any time while the implementation of the proposal or decision is suspended in consequence of the report, (subject to s.115B of the Local Government Finance Act 1988 which refers to any action decided upon in consequence of the s.114A(2) report as referred to above or otherwise)
- 5.9 Regard has been had to the LLG, SOLACE, CIPFA Code of Practice on Good Governance. This refers to the Statutory Officers working together to flag concerns as early as possible. The Monitoring Officer and Section 151 Officer, together with the Head of Paid Service, must, if they feel able to do so in the circumstances, always seek to resolve issues before they become reportable by exploring legitimate alternatives and avoid issuing a statutory report where permissible. In this case, the transactions are historic so there was no current opportunity to prevent them and thus avoid a statutory report. Regard has been had to the CIPFA guidance for section 114 reports.

6. Statutory Officers' Recommendations

The Statutory Officers jointly recommend that the following actions are taken by the Council as a result of their findings in order to minimise the risk of future unlawful practices of this nature arising:

1. Members note the detail of this report and carefully consider its contents.

- 2. That the Director of Corporate Services (Section 151 Officer) and the Director of Legal and Governance (Monitoring Officer) conduct a comprehensive review of all processes relating to the exercise of Officer delegations as they relate to property transactions.
- 3. That the Monitoring Officer take the necessary steps to seek approval to the following proposed amendments to the constitution:
 - a. The inclusion of a specific provision relating to Community Asset Transfers with the direction that all disposals of such nature are by way of Cabinet approval only and that this cannot be delegated.
 - b. Officer delegations are amended to expressly bring them in line with Financial Regulations insofar as they relate to the disposal of property by Community Asset Transfer or at an undervalue.
- 4. That an external provider is engaged to deliver additional training to Officers and Members in relation to the Council's statutory duty to achieve Best Consideration.
- 5. That the Council adopt and thereafter adhere to a statutory officer and Monitoring Officer protocol largely in the form of the Lawyers in Local Government model protocol set out at Appendix 3 of this report.
- 6. That the Monitoring Officer continues to explore all feasible avenues of legal redress in relation to the unlawful disposal of the JMC.
- 7. That the ongoing criminal investigation is noted and it is agreed that the Council will continue to provide appropriate and lawful assistance to the Police in relation to that investigation.
- 8. That the Monitoring Officer conduct a comprehensive review of all relevant policies, procedures and relevant aspects of the constitution and thereafter take the necessary steps to seek to implement any proposed alterations.

7. Appendices

Appendix 1 – Legal Advice (EXEMPT)

- 1(a) Legal Advice to Statutory Officers (EXEMPT)
- 1(b) Summary of Legal Advice to the Council in respect of the Disposal (EXEMPT)

Appendix 2 – Schedule of Financial Transactions (EXEMPT)

Appendix 3 – Lawyers in Local Government Model Protocol

Appendix 4 – Delegated Authority Form

Appendix 5 – Land Registry Form TP1

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Appendix 3 - Lawyers in Local Government Protocol

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MONITORING OFFICER PROTOCOL

This protocol has been produced according to the model, introduced following the recommendation of the former District Auditor Service, that guidelines be produced for the benefit of Members and Senior Officers on the role of the Monitoring Officer.

1. Introduction

This Protocol explains the role and functions of the Council's Monitoring Officer and the arrangements for ensuring this role is effectively carried out. It is based on the understanding that the ability of the Monitoring Officer to undertake this role effectively depends on excellent working relations with colleagues and Members and on the flow of information and access to debate particularly at early stages.

2. Functions

The specific functions of the Council's Monitoring Officer are detailed in [Article 12] of this Constitution. The chief responsibilities can be summarised as:-

- (a) a duty to report to the Council or executive in any case where the Monitoring Officer is of the opinion that any proposal or decision has given rise to or is likely to or would give rise to
 - (i) a contravention of any enactment or rule of law; or
 - (ii) maladministration

and these matters are referred to in this Protocol as "reportable incidents";

- (b) a range of functions relating to Members' conduct; and
- (c) as proper officer and for specific functions under the Council's Constitution.

3. Discharge of Functions

- 3.1 In order to ensure the effective undertaking of these duties, the Monitoring Officer will:-
 - (a) have regular meetings with each of the Head of Paid Service and Chief Finance (S.151) Officer in order to review current and likely future issues with legal, constitutional or ethical implications.
 - (b) maintain good liaison and working relations with the Head of Internal Audit and the external audit service.
 - (c) ensure that the Council is kept up to date on new legislation and changes in the law which are relevant to the carrying out of the Council's activities. This will generally take the form of reports to Members and briefing notes to Chief Officers but where appropriate will involve training sessions for relevant Members and officers.

These activities will be carried out in consultation and conjunction with relevant Chief Officers.

- 3.2 In addition, Chief Officers will ensure that:-
 - (a) The Monitoring Officer or their Senior Staff are consulted at an early stage on new policy proposals and on matters which have potentially significant legal implications. Where there is any doubt, the Chief Officer should always consult.
 - (b) All draft reports to the Council and Committees should as a matter of routine be cleared with the Monitoring Officer or their senior staff.
 - (c) The Monitoring Officer is informed of all emerging issues of concern of a legal, ethical or constitutional nature. Similarly, Members should ensure that the Monitoring Officer is routinely

informed and consulted in respect of new policy proposals. The Monitoring Officer will always seek to resolve any potential illegality by identifying alternative and legitimate means of achieving the objective of the purpose. (See also para. 3.5(a)).

- 3.3 Also, in cases where external lawyers are acting for the Council, it will be necessary for the Monitoring Officer to appoint a client officer from within Legal Services and to agree with the relevant Chief Officer arrangements for ensuring that vires and constitutional issues are satisfactorily addressed.
- 3.4 These working arrangements will mean that:
 - (a) The Monitoring Officer will seek to resolve potential reportable incidents (as defined in para 2(a)) by avoiding the illegality, etc., or by identifying alternative and legitimate means of achieving the objective of the proposal. Accordingly, and given that Council officers and Members are encouraged to consult the Monitoring Officer in respect of any proposal, the Monitoring Officer will only need to make a public report on the matter if the proposal were to be a potential reportable incident and the officer or Member subsequently took any action to progress that proposal despite being advised to the contrary by the Monitoring Officer.
 - (b) Where the Monitoring Officer receives a complaint of a potential reportable incident, he/she must in appropriate cases seek to resolve the matter amicably, by securing that any illegality or failure of process is rectified. However, it is recognised that the Monitoring Officer may decide that the matter is of such importance that a statutory report is the only appropriate response.
 - (c) In appropriate cases, and to secure the rapid resolution of a potential reportable incident or avoid a separate statutory report, the Monitoring Officer will be entitled to add his/her written advice to the report of any other Council officer.
 - (d) Notwithstanding the above, the Monitoring Officer retains the right to make a statutory report where, after consultation with the Head of Paid Service and the S.151 Officer, when the Monitoring Officer is of the opinion that such is necessary in order to respond properly to a reportable incident.
- 3.5 In pursuance of his or her duties, and to assist in effective and efficient undertaking of these working arrangements, the Monitoring Officer will have the right:-
 - (a) To receive advance notice of meetings, whether formal or informal between Chief Officers and Members of the Council or Committee Chairs where any procedural, vires or other constitutional issues are likely to arise, together with the right to attend such meetings.
 - (b) To receive advance notice of meetings of the Senior Leadership Team and the agenda and reports together with the right to attend and speak.
 - (c) To see all documents and information held by or on behalf of the Council, including documents and information held by any Council officer or Member. However, this right does not extend to documents and information held by or on behalf of any political party represented on the Council.
 - (d) To attend any meetings of officers or Members (or both), whether or not such meetings include any other persons. However, this right does not extend to any meetings held by or on behalf of any political party represented on the Council.
 - (e) To require any Council officer or Member, or any contractor to provide an explanation of any matter under investigation. (f) To report to the Council, and its Committees, including a right to present a written report and to attend and advise orally.
 - (g) To have access to the Chief Executive (Head of the Paid Service) and to the S.151 Officer.
 - (h) After consultation with the Chief Executive and the S.151 Officer, to notify the Police, the Council's Auditors and other regulatory agencies of concerns in respect of any matter and to provide them with information and documents in order to assist them with their statutory functions.

(i) To obtain, at the Council's expense, legal advice, either internally or from an independent external solicitor, barrister or forensic consultant, on any matter which it is believed may be a reportable incident.

4. Conflicts

Where the Monitoring Officer is in receipt of a complaint or is aware of a potential reportable event relating to a matter upon which he/she has previously advised the Council, he/she must consult the Head of the Paid Service who may then either refer the matter to the Deputy Monitoring Officer for investigation and report back to the Head of the Paid Service or request a neighbouring authority to make their Monitoring Officer available to the Council to investigate the matter and report to the Head of the Paid Service and/or the Council as appropriate.

5. Insurance and indemnity arrangements

The S.151 Officer will ensure adequate insurance and indemnity arrangements are in place for the same to protect and safeguard the interests of the Council, and the proper discharge of the Monitoring Officer role.

6. Sanctions for breach of the Council's Codes of Conduct and this Protocol

Complaints relating to any breach of the Council's Code of Conduct for Members must be dealt with in accordance with the arrangements adopted by Council. Complaints relating to any breach of this Protocol by a Member may be referred to the relevant leader and/ or whip of the political party group and as a breach of the members Code of Conduct to the Standards Committee. Complaints relating to any breach of this Protocol by an officer may be referred for disciplinary action.





TO:

LEGAL SERVICES

FROM



REF

E0037 John Mansfield

Centre

DATE

16/09/2019

PROPERTY INSTRUCTIONS AND DELEGATED AUTHORITY FOR A Freehold Transfer OF A STRATEGIC RESOURCES HELD PROPERTY

SIR	ATEGIC RESOURCES HELD PROPERTY
Task (to be completed by Officer)	Complete freehold transfer of land and buildings under the Community Asset Transfer Programme
Property Description	The Property is the freehold land and buildings known as The John Mansfield Centre, a purpose built education and training centre with car parking / landscaped areas
	The registered owner of the freehold title is The Council of the City of Peterborough ("the Council")
Deed Number Title Number	Title Number CB274278 remainder Deed Number: 8413
	 Sale to Include: John Mansfield Centre Additional land (tennis court area and green space wedge). To include current access road, currently being closed off to traffic and a new access being provided to rear of medical centre.
City Council Scheme / Purpose	Community Asset Transfer Programme
	Transfer of an asset to local City College Peterborough Foundation for the continued provision of community services and for community benefit
	Note: City College Peterborough Foundation has been set up specifically for the transfer and ongoing management of the asset: City College Peterborough Foundation Company Number: 08762956 Charity number 1154976 Registered office address: City College Peterborough, Brook Street, Peterborough, PE1 1TU

NOTE: Cabinet Delegation (3.20.10 j) - The Corporate Director - Growth & Regeneration is authorised:-

Document Control	Version	Version Date Review Date		Author	Approver
Control	1	16/092019	16/092021	Estates Surveyor	Peter Carpenter Acting Corporate Director Of Resources



TO:

LEGAL SERVICES

FROM



REF

E0037 John Mansfield

Centre

DATE

16/09/2019

Enabling Power	Delegated Authority
Property Tenure (Council's)	Freehold
Sales Plan	 Attached plan – with red shaded area showing extent of sale area Brown shaded area indicates PCC land retaining
Purpose of transfer	Surrender current lease to enable granting of an updated new Community Asset Transfer lease - transfer of asset to local community group, for continued provision of community services and community benefit
Current Occupation details	City College Peterborough currently occupy in agreement with Peterborough City Council (PCC) Tenancy At Will – by acts – considered in place
Conditions to the Sale	City College take freehold of JMC, tennis courts and green wedge for £1 consideration. City College gain an asset at £4,660,000 but this is a book value at Educational use (current use) and not an open market value.
	The lands would have a restrictive covenant over them to limit to educational and community use only (the value of the total site for residential development is estimated up to £800,000).
	To recognise the land values determined City College take the buildings in their current condition (costs estimated in 2017 at £290,000 over five years)
	City Council to contribute £150,000 as a one of and final settlement in lieu of building repairs and maintenance.
	values above determined by independent report from Barker Storey Matthews titled Advice for Negotiation Purposes document The college provided the full condition report, detailing the expected repairs and maintenance work required over the next ten years (from 2017) Approx.: £150k overdue mainly roof works

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TO:

LEGAL SERVICES

FROM



REF

E0037 John Mansfield

Centre

DATE 16/09/2019

£1 for the freehold transfer, see condition of sale comment
In general the wording will capture the following:
Not to use the premises / land otherwise than with the objects of the charity and as an education and training centre for the local community, serving the interests of educational, social welfare, recreational, cultural and leisure activities for the local community. Or to let the whole or part of the premises / land to a business, organisation or member of the general public who conducts activities incompatible with the objects of the charity. Not to restrict the opening hours or activities so as to unreasonably exclude sections or individual members of the local community.
Note: If in the future the whole or part of the building/ land were to be sold for commercial purposes - the purchaser (or other owner) would be required to apply to PCC for lifting of this restrictive covenant. In that scenario PCC would have the option to seek a proportion of the development value for the site
Where required by statute, the Lessor will provide either a Display Performance Certificate or Energy Performance Certificate (an assessment of the energy efficiency of a building)
Not Applicable
The City Council will make a contribution of up to £1,000 towards the legal costs of the buyer, to take the form of a solicitors undertaking at the time of sale.
Pat Carrington MBE CEO City College Peterborough Foundation Brook Street Peterborough PE1 1TU 01733 293891 mailto @citycollegepeterborough.ac.uk

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TO: LEGAL SERVICES

FROM

REF

E0037 John Mansfield

Centre

DATE 16/09/2019

Purchaser Solicitor	TBC
Seller Main Contact: Community Services	Community Capacity Manager Adult Services & Communities Email: @peterborough.gov.uk Mobile:
Sellers Main Contact Property:	Estates Surveyor NPS Peterborough Peterscourt, City Rd, Peterborough PE1 1SA Mob: (
Sellers Solicitor	Solicitor Growth & Regeneration - Legal Services Peterborough City Council - Sand Martin House, Bittern Way, Fletton Quays, Peterborough PE2 8TY DX 12310 Peterborough 1 Email @peterborough.gov.uk Tel:
	OR External Solicitor to deal and costs and timeframe are being sort

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TO: LEGAL SERVICES

FROM

REF

E0037 John Mansfield

Centre

DATE 16/09/2019

Signed: Instructing Officer		Signed: NPSP manager	
By:	Estates Surveyor NPS Peterborough	Ву:	Associate Director Estates, NPS Peterborough Ltd
Date:	16/09/2019	Date:	16th September 2019
Authorised:			
By:	Peter Carpenter, Actin Resources, Peterborous	the state of the s	
Date:	17/9/19	-	

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Appendix 5 - Land Registry Form TP1

These are the notes referred to on the following official copy

Title Number CB274278

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.

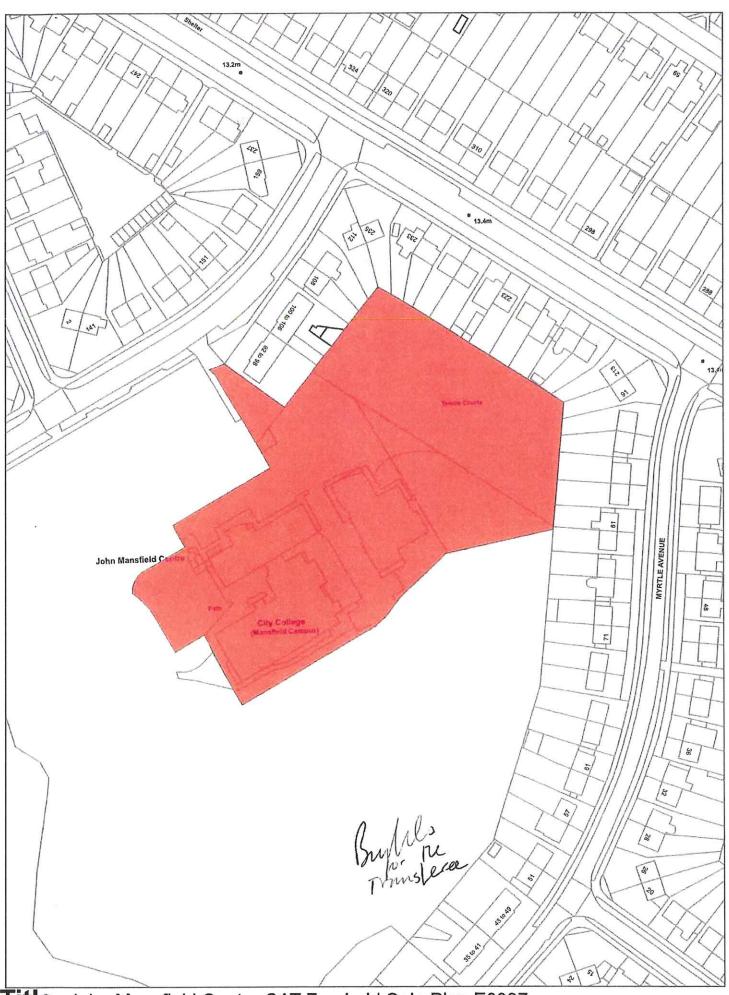
Land Registry Transfer of part of registered title(s)



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.

Leave blank if not yet registered.	1	Title number(s) out of which the property is transferred: CB274278
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:
Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.	3	Property: The John Mansfield Centre, Peterborough and each and every part of it.
Place 'X' in the appropriate box and complete the statement.		The property is identified
For example 'edged red'.		
For example 'edged and numbered 1 in blue'.		on the title plan(s) of the above titles and shown:
Any plan lodged must be signed by the transferor.		
	4	Date: 17 February 2020
Give full name(s) of all of the persons transferring the property.	5	Transferor: THE COUNCIL OF THE CITY OF PETERBOROUGH
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) of all the persons to be shown as registered proprietors.	6	Transferee for entry in the register:
Cite in acting		CITY COLLEGE PETERBOROUGH FOUNDATION
		For UK incorporated companies/LLPs
Occupation of the second of th		Registered number of company or limited liability partnership including any prefix: 08762956
Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an		For overseas companies
arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration		(a) Territory of incorporation:
Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the		(b) Registered number in the United Kingdom including any prefix:
Land Registration Rules 2003.	1	



Title John Mansfield Centre CAT Freehold Sale Plan E0037, Scale 1:1,250 FilePath X: Sp Asset Management: Properties: E0037: Jmc CAT freehold sale plan v2

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Each transferee may give up to three Transferee's intended address(es) for service for entry in the addresses for service, one of which must register: be a postal address whether or not in the UK (including the postcode, if any). The City College Peterborough, Brook Street, Peterborough, PE1 1TU others can be any combination of a postal address, a UK DX box number or an electronic address. The transferor transfers the property to the transferee Place 'X' in the appropriate box. State the currency unit if other than sterling. If none Consideration of the boxes apply, insert an appropriate The transferor has received from the transferee for the memorandum in panel 12. 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. The transferor transfers with full title guarantee Add any modifications. limited title guarantee but: 10.1 the covenants implied under the Law of Property (Miscellaneous Provisions) Act 1994 (the 1994 Act) are modified so that the words "at his own cost" in section 2(1)(b) of the 1994 Act are deleted and replaced with the words "at the cost of the person requiring compliance with this covenant"; and 10.2 for the purpose of section 6(2)(a) of the 1994 Act, 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, notwithstanding the provisions of section 6(3) of the 1994 Act. Where the transferee is more than one Declaration of trust. The transferee is more than one person person, place 'X' in the appropriate box. 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. The registrar will enter a Form A they are to hold the property on trust: restriction in the register unless: an 'X' is placed: in the first box, or 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.

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 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.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

12 Additional provisions

Definitions

- 12.1 In this transfer, the following expressions have the following meanings:
 - 12.1.2 Plan: the plan annexed to this transfer
 - 12.1.2 Retained Land: the whole and each and every part of the Transferor's land being the remainder of the freehold land (excluding the Property) comprised in title number CB274278
 - 12.1.3 **Service Media:** the conduits, conducting media and associated equipment used for the reception, generation, passage and/or storage of Utilities.
 - 12.1.4 Utilities: electricity, gas, water, foul water and surface drainage, heating, ventilation and air conditioning, signals, telecommunications, electronic communications and other similar utilities and services.
- 12.2 In this transfer, unless otherwise expressly stated:
 - 12.2.1 A reference to one gender includes a reference to all other genders.
 - 12.2.2 Words in the singular include the plural and vice versa.
 - 12.2.3 A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
 - 12.2.4 If any party at any time comprises two or more persons, that party's obligations and liabilities are to be joint and several obligations and liabilities of those persons.
 - 12.2.5 Any obligation on any party not to do any act or thing includes an obligation not to allow or suffer such act or thing to be done.
 - 12.2.6 The panel and clause headings shall not affect the interpretation of this transfer.
 - 12.2.7 Any reference to a clause is to a clause so numbered in this transfer and any reference to a colour is a colour on the Plan.

Rights granted for the benefit of the property

12.3 The Transferor transfers the Property together with the following rights to be exercised and enjoyed in common with the Transferor and/or the owners and occupiers for the time being of the Retained Land and any person authorised by

them and subject to the observance and performance of the covenants and conditions contained in clause 12.6:

- 12.3.1 The right of support and protection from the Retained Land, so far as the Retained Land is capable of affording such support and protection as at the date of this transfer; and
- 12.3.2 A pedestrian right of way on foot only over the footpaths on the Retained Land, until such time as the same are adopted by the local authority and become maintainable at public expense.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2. Rights reserved for the benefit of other land

- 12.4 The Transferor excepts and reserves to the Transferor and/or the owners and occupiers for the time being of the Retained Land, and any person authorised by them, and any other person so entitled, the following rights, subject to the observance and performance of the covenants and conditions in clause 12.7:
 - 12.4.1 The right of support and protection for the Retained Land from the Property and the right to retain in place any part of the buildings comprised in the Retained Land at the date of this transfer which overhang or protrude on to the Property.
 - 12.4.2 The right to build on, develop and/or alter the Retained Land even if that building or development reduces the access of light or air to the Property.

Include words of covenant.

Restrictive covenants by the transferee

- 12.5 For the benefit and protection of the Retained Land or such part of parts thereof as are capable of benefitting thereby and pursuant to the provisions of section 33 of the Local Government (Miscellaneous Provisions) Act 1982 the Transferee and the Transferee's successors in title for the time being of the Property and each and every part hereof covenant with the Transferor as follows:
 - 12.5.1 Not to do anything on the Property which is or might become an annoyance or nuisance or cause damage or disturbance to the Transferor and/or any owner or occupier for the time being of the Retained Land.
 - 12.5.2 Not to do anything on the Property which is likely to cause damage or injury to or prevent access to any Service Media, and to take all reasonable precautions to prevent any such damage or injury.
 - 12.5.3 Not to use the Property otherwise than within the charitable objects of City College Peterborough Foundation and only as an education and training centre for the local community, serving the interests of educational, social welfare, recreational, cultural

Include words of covenant.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

and leisure activities for the local community.

- 12.5.4 Not to let whole or part of the Property to a business, organisation or member of the general public who conducts activities incompatible with the objects of the charity as outlined at 12.5.3 above.
- 12.5.5 Not to restrict the opening hours or activities at the Property so as to unreasonably exclude sections or individual members of the local community.

Restrictive covenants by the transferor

None

Other

Indemnity covenant by the Transferee

12.6 The Transferee covenants with the Transferor by way of indemnity only to observe and perform the charges, incumbrances, covenants and restrictions contained or referred to in the property and charges registers of title number CB274278 insofar as they relate to the Property and are subsisting and enforceable, and to keep the Transferor indemnified against all proceedings, damages, costs, claims and expenses arising from any failure to do so.

Positive covenants by the Transferee

None

Positive covenants by the Transferor

None

Agreements and declarations

- 12.7 All walls and any boundary walls or fences not marked with a "T" on the Plan dividing the Property from any adjoining part(s) of the Retained Land are party walls and structures and shall be maintained and repaired at the joint and equal expense of the owners and occupiers for the time being of the Property and the Retained Land.
- 12.8 Except as expressly mentioned in or granted by this transfer, the Property will not, by virtue of this transfer, have any rights or easements or the benefit of any other matters over the Retained Land, and section 62 of the Law of Property Act 1925 is qualified so as not to include or confer any easement, liberty or privilege over or affecting the Retained Land.

Section 122(8) Statement

12.9 The Property transferred will, as a result of this transfer, be held by (or in trust for) City College Peterborough

Foundation, a non-exempt charity, and the restrictions on disposition imposed by sections 117-121 of the Charities Act 2011 will apply to the Property (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 11 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 <u>Joint property ownership</u> and <u>practice guide</u> 24: private trusts of land for further guidance.

13 Execution

Executed under the Common Seal of PETERBOROUGH CITY COUNCIL in accordance with paragraphs 13.5(d) and 3.14.1(1) of its constitution in the presence of:

Authorised Signatory

.......

Executed by CITY COLLEGE PETERBOROUGH FOUNDATION acting by

CLARE HIGGINS Anthorised Signatory

PAT CARRINGTON

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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Land Registry Transfer of part of registered title(s)



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.

Leave blank if not yet registered.	Title number(s) out of which the property is transferred: CB274278
When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.	3 Property: The John Mansfield Centre, Peterborough and each and every part of it.
Place 'X' in the appropriate box and complete the statement.	The property is identified
For example 'edged red'.	
For example 'edged and numbered 1 in blue'.	on the title plan(s) of the above titles and shown:
Any plan lodged must be signed by the transferor.	
	4 Date: 17 Februry 2020
Give full name(s) of all of the persons transferring the property.	5 Transferor: THE COUNCIL OF THE CITY OF PETERBOROUGH
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) of all the persons to be shown as registered proprietors.	6 Transferee for entry in the register: CITY COLLEGE PETERBOROUGH FOUNDATION
Complete as appropriate where the transferee is a company. Also, for an	For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: 08762956
overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration	For overseas companies (a) Territory of incorporation:
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.	(b) Registered number in the United Kingdom including any prefix:



Title John Mansfield Centre CAT Freehold Sale Plan E0037
Scale 1:1,250 FilePath X: Sp Asset Management: Properties: E0037: Jmc CAT freehold sale plan v2
This official copy is incomplete without the pre59 ing notes page
Date Printed 14/10/2019
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PETERBOROUGH
CITY COUNCIL

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the Transferee's intended address(es) for service for entry in the register: UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an City College Peterborough, Brook Street, Peterborough, PE1 1TU electronic address. The transferor transfers the property to the transferee Place 'X' in the appropriate box. State the Consideration currency unit if other than sterling. If none of the boxes apply, insert an appropriate The transferor has received from the transferee for the memorandum in panel 12. 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. 10 The transferor transfers with full title guarantee Add any modifications. limited title guarantee but: 10.1 the covenants implied under the Law of Property (Miscellaneous Provisions) Act 1994 (the 1994 Act) are modified so that the words "at his own cost" in section 2(1)(b) of the 1994 Act are deleted and replaced with the words "at the cost of the person requiring compliance with this covenant"; and 10.2 for the purpose of section 6(2)(a) of the 1994 Act, 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, notwithstanding the provisions of section 6(3) of the 1994 Act. Where the transferee is more than one Declaration of trust. The transferee is more than one person person, place 'X' in the appropriate box. 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. The registrar will enter a Form A they are to hold the property on trust: restriction in the register unless: an 'X' is placed: in the first box, or 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 <u>Joint property ownership</u> and <u>practice guide 24: private trusts of land</u> for further guidance. These are both available on the GOV.UK website.

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 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.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

12 Additional provisions

Definitions

- 12.1 In this transfer, the following expressions have the following meanings:
 - 12.1.2 Plan: the plan annexed to this transfer
 - 12.1.2 Retained Land: the whole and each and every part of the Transferor's land being the remainder of the freehold land (excluding the Property) comprised in title number CB274278
 - 12.1.3 **Service Media:** the conduits, conducting media and associated equipment used for the reception, generation, passage and/or storage of Utilities.
 - 12.1.4 Utilities: electricity, gas, water, foul water and surface drainage, heating, ventilation and air conditioning, signals, telecommunications, electronic communications and other similar utilities and services.
- 12.2 In this transfer, unless otherwise expressly stated:
 - 12.2.1 A reference to one gender includes a reference to all other genders.
 - 12.2.2 Words in the singular include the plural and vice versa.
 - 12.2.3 A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
 - 12.2.4 If any party at any time comprises two or more persons, that party's obligations and liabilities are to be joint and several obligations and liabilities of those persons.
 - 12.2.5 Any obligation on any party not to do any act or thing includes an obligation not to allow or suffer such act or thing to be done.
 - 12.2.6 The panel and clause headings shall not affect the interpretation of this transfer.
 - 12.2.7 Any reference to a clause is to a clause so numbered in this transfer and any reference to a colour is a colour on the Plan.

Rights granted for the benefit of the property

12.3 The Transferor transfers the Property together with the following rights to be exercised and enjoyed in common with the Transferor and/or the owners and occupiers for the time being of the Retained Land and any person authorised by

them and subject to the observance and performance of the covenants and conditions contained in clause 12.6:

- 12.3.1 The right of support and protection from the Retained Land, so far as the Retained Land is capable of affording such support and protection as at the date of this transfer; and
- 12.3.2 A pedestrian right of way on foot only over the footpaths on the Retained Land, until such time as the same are adopted by the local authority and become maintainable at public expense.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights reserved for the benefit of other land

- 12.4 The Transferor excepts and reserves to the Transferor and/or the owners and occupiers for the time being of the Retained Land, and any person authorised by them, and any other person so entitled, the following rights, subject to the observance and performance of the covenants and conditions in clause 12.7:
 - 12.4.1 The right of support and protection for the Retained Land from the Property and the right to retain in place any part of the buildings comprised in the Retained Land at the date of this transfer which overhang or protrude on to the Property.
 - 12.4.2 The right to build on, develop and/or alter the Retained Land even if that building or development reduces the access of light or air to the Property.

Restrictive covenants by the transferee

- 12.5 For the benefit and protection of the Retained Land or such part of parts thereof as are capable of benefitting thereby and pursuant to the provisions of section 33 of the Local Government (Miscellaneous Provisions) Act 1982 the Transferee and the Transferee's successors in title for the time being of the Property and each and every part hereof covenant with the Transferor as follows:
 - 12.5.1 Not to do anything on the Property which is or might become an annoyance or nuisance or cause damage or disturbance to the Transferor and/or any owner or occupier for the time being of the Retained Land.
 - 12.5.2 Not to do anything on the Property which is likely to cause damage or injury to or prevent access to any Service Media, and to take all reasonable precautions to prevent any such damage or injury.
 - 12.5.3 Not to use the Property otherwise than within the charitable objects of City College Peterborough Foundation and only as an education and training centre for the local community, serving the interests of educational, social welfare, recreational, cultural

Include words of covenant.

and leisure activities for the local community.

- 12.5.4 Not to let whole or part of the Property to a business, organisation or member of the general public who conducts activities incompatible with the objects of the charity as outlined at 12.5.3 above.
- 12.5.5 Not to restrict the opening hours or activities at the Property so as to unreasonably exclude sections or individual members of the local community.

Restrictive covenants by the transferor

None

Other

Indemnity covenant by the Transferee

12.6 The Transferee covenants with the Transferor by way of indemnity only to observe and perform the charges, incumbrances, covenants and restrictions contained or referred to in the property and charges registers of title number CB274278 insofar as they relate to the Property and are subsisting and enforceable, and to keep the Transferor indemnified against all proceedings, damages, costs, claims and expenses arising from any failure to do so.

Positive covenants by the Transferee

None

Positive covenants by the Transferor

None

Agreements and declarations

- 12.7 All walls and any boundary walls or fences not marked with a "T" on the Plan dividing the Property from any adjoining part(s) of the Retained Land are party walls and structures and shall be maintained and repaired at the joint and equal expense of the owners and occupiers for the time being of the Property and the Retained Land.
- 12.8 Except as expressly mentioned in or granted by this transfer, the Property will not, by virtue of this transfer, have any rights or easements or the benefit of any other matters over the Retained Land, and section 62 of the Law of Property Act 1925 is qualified so as not to include or confer any easement, liberty or privilege over or affecting the Retained Land.

Section 122(8) Statement

12.9 The Property transferred will, as a result of this transfer, be held by (or in trust for) City College Peterborough

Include words of covenant.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Foundation, a non-exempt charity, and the restrictions on disposition imposed by sections 117-121 of the Charities Act 2011 will apply to the Property (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 11 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 <u>Joint</u> property ownership and practice quide 24: private trusts of land for further guidance.

Execution

Executed under the Common Seal of PETERBOROUGH CITY COUNCIL in accordance with paragraphs 13.5(d) and 3.14.1(1) of its constitution in the presence of:

Executed by CITY COLLEGE **PETERBOROUGH** FOUNDATION acting by



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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