

## **Freehold Sale of Former St Michael's Church, Lower Chapel – Purchaser's Covenants**

The property is shown coloured red on the plan and consists of the former church only. The churchyard shown coloured green and the accessway coloured blue will be retained by the vendor.

The property must not be used for:

- Manufacture, distribution or sale of alcohol.
- Religious use.
- Immoral, sacrilegious, offensive or noisy purposes; use for the occult or psychic mediums; use as a club or any use which may cause nuisance or annoyance to the vendor or the use of the retained churchyard; weddings.

The property must cease to be called St Michael's Church and must not be called by any name that is associated with its use as a church or the dedication 'Michael'.

The purchaser must agree:

- Not to interfere with the use of the retained churchyard or to interfere with any legitimate visitors. It shall be the vendor's decision as to who is a legitimate visitor. Access to the retained churchyard is not permitted except where there is a right of way granted or a licence for access to maintain has been granted.
- Not to interfere with the vendor or legitimate visitors' use of the accessway. The purchaser must agree not to block the accessway.
- To contribute 50% of the cost of the maintenance of the accessway to the vendor.
- Not to permit any animals onto the retained churchyard and to ensure that dogs or other animals in the ownership of the purchaser or anyone associated with the purchaser are secured such that visitors to graves are not frightened or intimidated.
- Not to alter or demolish the property without the written permission of the vendor and if agreed to acquire all appropriate permissions and consents including those required under local or national legislation, statutory instruments or policies. The purchaser must copy full details of any planning application to the vendor at the time such an application is submitted.
- To give the vendor notice of any proposal to remove where present any stained glass, fonts, altars, organs, bells, pew rails, wall memorials or plaques from the property. If permission is granted, the items must be offered to the vendor who must be given three months from the date of removal to respond and collect the items.

The vendor grants the purchaser:

- A pedestrian right of way along the accessway coloured blue.
- The right to enter onto the retained churchyard upon giving reasonable notice for the purpose of inspecting, maintaining and repairing the property. The purchaser must agree to obtain permission from the vendor to erect scaffolding on the retained churchyard.
- The right to lay, inspect and maintain services beneath the accessway coloured blue subject to faculty permission being obtained from the Diocese of Swansea & Brecon. The purchaser must agree to adhere to the Church in Wales' faculty regulations under the control of the Diocesan Court and to be bound by its decision or any decision of an appeal court.

If the property is sold to another party (the acquiring party), the purchaser will enter into a contract with the acquiring party and the Representative Body to the effect that the acquiring party will accept and uphold the covenants contained in the original conveyance and incorporate the same clause in the terms of any contract with any successive purchaser.

The purchaser will be responsible for meeting surveyors and solicitors' fees or any other reasonable costs incurred as a result of any variation, licence or contract relating to any of the above conditions.