

DATED

CONTRACT FOR THE SALE OF FREEHOLD LAND WITH VACANT POSSESSION

at

Land lying to the north of Woodhead Farm, Edenhall, Penrith CA11 8TD

between

Trevor Philip Price as executor for Alison Anne Thompson

and

[

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CONTENTS

CLAUSE

1.	Interpretation.....	2
2.	Sale and purchase	4
3.	Conditions	4
4.	Risk and insurance	5
5.	Deposit.....	5
6.	Deducing title.....	6
7.	Vacant possession	6
8.	Title guarantee	6
9.	Matters affecting the Property.....	7
10.	Transfer	7
11.	VAT	8
12.	Completion.....	8
13.	Buyer's acknowledgement of condition	9
14.	Delinked payments.....	9
15.	Entire agreement	9
16.	Joint and several liability.....	10
17.	Notices	10
18.	Third party rights.....	12
19.	Governing law	12
20.	Jurisdiction	12
21.	Disbursements	12

This contract is dated

Parties

(1) Trevor Philip Price as executor for Alison Anne Thompson of 1 St Andrews Place, Penrith CA11 7AW (**Seller**)

(2) [] of [] (**Buyer**)

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this contract.

1.1 Definitions:

Buyer's Conveyancer: []

Completion Date: []

Contract Rate: interest at 4% per annum above the base rate from time to time of Lloyds Bank plc.

Delinked Payment: the payment defined by section 5(3) of the Agriculture (Delinked Payments and Consequential Provisions) (England) Regulations 2023 and any subsequent amendment thereof.

Deposit: £ (exclusive of VAT).

Electronic Payment: payment by electronic means in same day cleared funds from an account held in the name of the Buyer's Conveyancer at a clearing bank to an account in the name of the Seller's Conveyancer.

Incumbrance: any mortgage, charge (fixed or floating), pledge, lien, guarantee, trust, right of set-off or other third party right or interest (legal or equitable) including any assignment by way of security, reservation of title or other security interest of any kind, however created or arising, or any other agreement or arrangement (including a sale and repurchase agreement) having similar effect.

Part 1 Conditions: the conditions in Part 1 of the Standard Commercial Property Conditions (Third Edition – 2018 Revision) and **Condition** means any one of them.

Part 2 Conditions: the conditions in Part 2 of the Standard Commercial Property Conditions (Third Edition – 2018 Revision).

Property: the freehold property at Land lying to the north of Woodhead Farm, Edenhall, Penrith CA11 8TD and registered at HM Land Registry with title absolute title under title number CU251840 with any amendments or alterations announced at the public auction before the commencement of bidding.

Purchase Price: £ (exclusive of VAT).

Seller's Agent: Shirley Dodd, H&H Land & Estates, Borderway, Rosehill, Carlisle, CA1 2RS.

Seller's Conveyancer: Arnison Heelis Solicitors, 1 St Andrews Place, Penrith CA11 7AW.

VAT: value added tax chargeable in the UK.

Written Replies: are

- a) written replies that the Seller's Conveyancer has given prior to exchange of this contract to any written enquiries raised by the Buyer's Conveyancer; or
- b) written replies to written enquiries given prior to exchange of this agreement by the Seller's Conveyancer to the Buyer's Conveyancer.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under them.
- 1.4 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.5 A reference to **writing** or **written** excludes fax and email.
- 1.6 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this contract and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.7 Clause, Schedule and paragraph headings shall not affect the interpretation of this contract.

- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. Sale and purchase

- 2.1 The Seller shall sell and the Buyer shall buy the Property for the Purchase Price on the terms of this contract.
- 2.2 The Buyer cannot require the Seller to:
- (a) transfer the Property or any part of it to any person other than the Buyer;
 - (b) transfer the Property in more than one parcel or by more than one transfer;
or
 - (c) apportion the Purchase Price between different parts of the Property.

3. Conditions

- 3.1 The Part 1 Conditions are incorporated in this contract so far as they:
- (a) apply to a sale by private treaty;
 - (b) relate to freehold property;
 - (c) are not inconsistent with the other clauses in this contract; and
 - (d) have not been modified or excluded by any of the other clauses in this contract.
- 3.2 The terms used in this contract have the same meaning when used in the Part 1 Conditions.
- 3.3 The following Conditions are amended:
- (a) Condition 1.1.1(d) is amended so that reference to the completion date in Condition 1.1.1(d) refers instead to the Completion Date as defined in this contract.
 - (b) Condition 1.1.1(e) is amended so that reference to the contract rate in Condition 1.1.1(e) refers instead to the Contract Rate as defined in this contract.

- (c) Condition 1.1.1(o) is amended so that reference to VAT in Condition 1.1.1(o) refers instead to VAT as defined in this contract.
- (d) Condition 7.6.3 is amended so that reference to "Condition 4.1.2" is reference to "Clause 9".

3.4 Condition 1.1.4(a) does not apply to this contract.

3.5 The Part 2 Conditions are not incorporated into this contract.

4. Risk and insurance

4.1 With effect from exchange of this contract, the Property is at the Buyer's risk and the Seller is under no obligation to the Buyer to insure the Property.

4.2 No damage to or destruction of the Property nor any deterioration in its condition, however caused, shall entitle the Buyer either to any reduction of the Purchase Price or to refuse to complete or to delay completion.

4.3 Conditions 8.2.2, 8.2.3 and 8.2.4(b) do not apply to this **contract**.

5. Deposit

5.1 On the date of this **contract**, the Buyer shall pay the Deposit to the Seller's Conveyancer to be held by the Seller's Conveyancer as stakeholder on terms that on completion the Deposit is paid to the Seller with accrued interest.

5.2 The Deposit must be paid by Electronic Payment.

5.3 Conditions 3.2.1, 3.2.2 and 9.8.3 do not apply to this contract.

5.4 The provisions of clause 5.5 to clause 5.8 (inclusive) will only apply if:

- (a) the Deposit is less than 10% of the Purchase Price; or
- (b) no Deposit is payable on the date of this contract.

5.5 In this clause, the expression **Deposit Balance** means:

- (a) (where the Deposit is less than 10% of the Purchase Price) the sum calculated by deducting the Deposit from 10% of the Purchase Price; or
- (b) (where no Deposit is payable on the date of this contract) a sum equal to 10% of the Purchase Price.

5.6 If completion does not take place on the Completion Date due to the default of the Buyer, the Buyer will immediately pay to the Seller's Conveyancer the Deposit

Balance (together with interest on it at the **Contract Rate** for the period from and including the Completion Date to and including the date of actual payment) by Electronic Payment.

5.7 After the Deposit Balance has been paid pursuant to clause 5.6, it will be treated as forming part of the Deposit for all purposes of this contract.

5.8 The provisions of clause 5.5, clause 5.6 and clause 5.7 (inclusive) are without prejudice to any other rights or remedies of the Seller in relation to any delay in completion.

6. Deducing title

6.1 The Seller's title to the Property has been deduced to the Buyer's Conveyancer before the date of this contract.

6.2 The Buyer is deemed to have full knowledge of the title and is not entitled to raise any objection, enquiry or requisition in relation to it.

6.3 Conditions 7.1, 7.2, 7.3.1 and 7.4.2 do not apply to this contract.

7. Vacant possession

7.1 The Property will be sold with vacant possession on completion.

8. Title guarantee

8.1 Subject to the other provisions of this clause, the Seller shall transfer the Property with limited title guarantee.

8.2 The implied covenants for title are modified so that:

(a) the covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to costs arising from the Buyer's failure to:

(i) make proper searches; or

(ii) raise requisitions on title or on the results of the Buyer's searches; and

(b) the covenant set out in section 3(3) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend only to charges or incumbrances created by the Seller.

8.3 Condition 7.6.2 does not apply to this **contract**.

9. Matters affecting the Property

9.1 The Seller shall transfer the Property free from incumbrances other than:

- (a) any matters contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 07 FEB 2024 at 09:58:55 under title number CU251840;
- (b) any matters discoverable by inspection of the Property before the date of this contract;
- (c) any matters which the Seller does not and could not reasonably know about;
- (d) any matters, other than the Charge[s], disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into this contract;
- (e) public requirements;
- (f) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002

9.2 Conditions 4.1.1, 4.1.2 and 4.1.3 do not apply to this contract.

9.3 The Buyer is deemed to have full knowledge of the matters referred to in clause 9.1 and will not raise any enquiry, objection, requisition or claim in respect of any of them.

10. Transfer

10.1 The transfer of the Property to the Buyer shall contain:

- (a) a declaration as to the title guarantee with which the transfer is made as stated in this contract;
- (b) a statement that the covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to costs arising from the Transferee's failure to make proper searches or to raise requisitions on title or on the results of the Transferee's searches;
- (c) a statement that the covenants set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend only to charges or incumbrances created by the Transferor;
- (d) a statement that the disposition effected by the transfer is made subject to all the matters to which this contract is made subject as set out in clause 9.

- (e) a statement that all matters recorded at the date of the transfer in registers open to public inspection, are deemed to be within the actual knowledge of the Buyer for the purposes of section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994, notwithstanding section 6(3) of that Act;
- (f) a covenant by the Buyer by way of indemnity only, on the Buyer's own behalf and on behalf of the Buyer's successors in title, to observe and perform the charges, incumbrances, covenants and restrictions contained or referred to in the property and charges registers of CU51840 in so far as they are subsisting and capable of taking effect and will keep the Seller indemnified against all proceedings, costs, claims and expenses arising from any failure to do so.

10.2 The Buyer and the Seller will execute the transfer in original and counterpart.

10.3 Condition 7.6.5(b) does not apply to this contract.

11. VAT

11.1 Each amount stated to be payable by the Buyer to the Seller under or pursuant to this contract is exclusive of VAT (if any).

11.2 If any VAT is chargeable on any supply made by the Seller under or pursuant to this contract, the Buyer shall, on receipt of a valid VAT invoice, pay the Seller an amount equal to that VAT as additional consideration on completion.

11.3 Conditions 2.1 and 2.2 do not apply to this **contract**.

12. Completion

12.1 Completion will take place on the Completion Date but time is not of the essence of the contract unless a notice to complete has been served.

12.2 Condition 9.1.1 does not apply to this contract.

12.3 Conditions 9.1.2 and 9.1.3 are varied by the deletion of 2.00 pm as the stipulated time and the substitution of 1.00 pm.

12.4 Condition 1.1.3(b) is amended to read: "in the case of the seller, even though a mortgage remains secured on the property, if the amount to be paid on completion enables the property to be transferred freed of all mortgages, (except those to which the sale is expressly subject) or if the seller produces reasonable evidence that this is the case."

12.5 Condition 9.4 is amended to add, "(d) any other sum which the parties agree under the terms of the contract should be paid or allowed on completion".

12.6 Condition 9.7 is amended to read: "The buyer is to pay the money due on completion by Electronic Payment and, if appropriate, by an unconditional release of a deposit held by a stakeholder".

13. Buyer's acknowledgement of condition

The Buyer acknowledges that before the date of this contract, the Seller has given the Buyer and others authorised by the Buyer, permission and the opportunity to inspect, survey and carry out investigations as to the condition of the Property. The Buyer has formed the Buyer's own view as to the condition of the Property and the suitability of the Property for the Buyer's purposes.

14. Delinked payments

14.1 For the avoidance of doubt any Delinked Payment remain with the Seller.

15. Entire agreement

15.1 This **contract** and the documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

15.2 The Buyer acknowledges that in entering into this **contract** and any documents annexed to it the Buyer does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those:

- (a) set out in this contract or the documents annexed to it; or
- (b) contained in any Written Replies.

15.3 Nothing in this clause shall limit or exclude any liability for fraud.

15.4 Condition 10.1 is varied so that the words "the negotiations leading to it," are replaced with the words "Written Replies".

15.5 This contract may be signed in any number of duplicate parts all of which taken together will on exchange constitute one contract.

or as otherwise specified by the relevant party by notice in writing to the other party.

- 17.4 Any change of the details in clause 17.3 specified in accordance with that clause shall take effect for the party notified of the change at 9.00 am on the later of:
- (a) the date, if any, specified in the notice as the effective date for the change; or
 - (b) the date five working days after deemed receipt of the notice.
- 17.5 Giving or delivering a notice or a document to a party's conveyancer has the same effect as giving or delivering it to that party.
- 17.6 Any notice or document given or delivered in accordance with clause 17.1, clause 17.2 and clause 17.3 shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt [or at the time the notice or document is left at the address] provided that if delivery occurs before 9.00 am on a working day, the notice shall be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice shall be deemed to have been received at 9.00 am on the next working day; or
 - (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
 - (c) if sent through the DX, at 9.00 am on the second working day after being put into the DX.
- 17.7 In proving delivery of a notice or document, it shall be sufficient to prove that:
- (a) a delivery receipt was signed or that the notice or document was left at the address; or
 - (b) the envelope containing the notice or document was properly addressed and posted by pre-paid first class post or other next working day delivery service; or
 - (c) the envelope containing the notice or document was properly addressed and was put in the DX.
- 17.8 A notice or document given or delivered under this contract shall not be validly given or delivered if sent by email.
- 17.9 Condition 1.3 does not apply to this contract.

17.10 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18. Third party rights

18.1 A person who is not a party to this contract does give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

18.2 Condition 1.5 does not apply to this contract.

19. Governing law

This contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

20. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this contract or its subject matter or formation (including non-contractual disputes or claims).

21. Disbursements

On the completion date the Buyer will reimburse the Seller with the cost of the searches and disbursements included within the auction pack and made available prior to the auction in relation to the sale of the Property, in the sum of £154.40 inc VAT.

This contract has been entered into on the date stated at the beginning of it.

Signed by
Trevor Philip Price

Signed by
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