DATED

CONTRACT FOR THE SALE OF FREEHOLD LAND WITH VACANT POSSESSION

at

Liverpool Road, Hutton, Preston

between

The Lancashire County Council

and

This contract is dated

Parties

(1) The Lancashire County Council of PO Box 100, County Hall, Preston, PR1 0LD **(Seller)**

(2) (**Buyer)**

Agreed terms

1. Interpretation

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

1.1 Definitions:

Buyer's Conveyancer:

.

Completion Date: .

Condition: any one of the Part 1 Conditions.

Contract Rate: interest at 4% per annum above the base rate from time to time of National Westminster Bank Plc.

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.

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

Part 1 Conditions: the conditions in Part 1 of the Standard Commercial Property Conditions (Third Edition - 2018 Revision).

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

Plan: the plan attached to this contract.

Property: the freehold property known as land at Liverpool Road, Hutton, Preston shown edged red on the Plan and being part of the property registered at HM Land Registry with title absolute under title number LA688305.

Purchase Price: £ (exclusive of VAT).

Seller's Conveyancer: Head of Legal Services, Lancashire County Council, PO Box 100, County Hall, Preston, PR1 0LD (Ref: WC1/888.4329).

VAT: value added tax or any equivalent tax chargeable in the UK.

Working Day: has the same meaning given to the term "working day" in the Part 1 Conditions.

Written Replies: are any:

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 contract 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 Clause headings shall not affect the interpretation of this contract.

1.4 Unless the context otherwise requires, references to clauses are to the clauses of this contract.

1.5 Unless expressly provided otherwise in this contract, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

1.6 Unless expressly provided otherwise in this contract, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.7 A reference to writing or written excludes fax and email.

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" of this contract; and

(e) Condition 9.8.3 is amended to add the words "by Electronic Payment" after the word "pay" in both Condition 9.8.3(a) and Condition 9.8.3(b).

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

3.5 Condition 9.2.1 does not apply to this contract.

3.6 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 by Electronic Payment 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 Conditions 3.2.1 and 3.2.2 do not apply to this contract.

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

7. Vacant possession

The Property shall be sold with vacant possession on completion.

8. Title guarantee

8.1 Subject to clause 10.2, the Seller shall transfer the Property with limited title guarantee.

8.2 The covenants for title implied by the LPMPA 1994 are modified so that

(a) words "at his cost" in section 2(1)(b) of the LPMPA 1994 shall be replaced by "at the Transferee's cost";

(b) the covenant set out in section 2(1)(b) of the LPMPA 1994 shall 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

(c) the covenant set out in section 3(3) of the LPMPA 1994 shall extend only to charges or incumbrances created by the Transferor.

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 22 November 2024 at 17:24:23 under title number LA688305;

(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 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;

(g) The matters contained or referred to in a Wayleave Agreement dated 20th April 1955 between (1) The Lancashire County Council (2) Edgar Burgess and (3) The North Western Electricity Board so far as they are still subsisting and capable of taking effect and relate to the Property;

(h) The matters contained or referred to in a Wayleave Agreement dated 27th June 1955 between (1) The Lancashire County Council (2) Ernest Wilkinson and (3) The North Western Electricity Board so far as they are still subsisting and capable of taking effect and relate to the Property.

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

10. Buyer's knowledge

The Buyer is deemed to have full knowledge of:

(a) the Seller's title to the Property; and

(b) the matters referred to in clause 9.1;

and is not entitled to raise any enquiry, objection, requisition or claim in relation to any of them.

11. Transfer

11.1 The transfer of the Property to the Buyer shall be in the agreed form annexed to this contract.

11.2 The Seller and the Buyer shall execute as a deed the transfer in the form required by clause 11.1 in original and counterpart.

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

12. VAT

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

12.2 Condition 2 does not apply to this contract.

13. Completion

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

13.2 Condition 9.1.1 does not apply to this contract.

13.3 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.

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

13.5 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".

14. Buyer's acknowledgement of condition

The Buyer acknowledges that before the date of this contract:

(a) 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; and

(b) the Buyer has formed its own view as to the condition of the Property and the suitability of the Property for its purposes.

15. Registration of the transfer

The Buyer shall:

(a) apply to register the transfer at HM Land Registry promptly and in any event within one month following completion;

(b) ensure that any requisitions raised by HM Land Registry in connection with its application to register the transfer at HM Land Registry are responded to promptly and properly; and

(c) send the Seller official copies of the Buyer's title within one month of completion of the registration.

16. Entire agreement

16.1 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.

16.2 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.

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

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

17. Joint and several liability

17.1 Where a party to this contract comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this contract. The party to whom those obligations and liabilities are owed may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

17.2 Condition 1.2 does not apply to this contract.

18. Notices

18.1 Any notice given under this contract must be in writing and signed by or on behalf of the party giving it.

18.2 Any notice or document to be given or delivered under this contract must be:

(a) delivered by hand; or

(b) sent by pre-paid first class post or other next working day delivery service.

18.3 Any notice or document to be given or delivered under this contract must be sent to the relevant party as follows:

(a) to the Seller at:

the Seller's Conveyancer, quoting the reference WC1/888.4329;

(b) to the Buyer at:

marked for the attention of:

or at the Buyer's Conveyancer, quoting the reference

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

18.4 Any change of the details in clause 18.3 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.

18.5 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.

18.6 Any notice or document given or delivered in accordance with clause 18.1, clause 18.2 and clause 18.3 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.

18.7 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.

18.8 A notice or document given or delivered under this contract shall not be validly given or delivered if sent by email.

18.9 Condition 1.3 does not apply to this contract.

18.10 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.

19. Third party rights

19.1 This contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

19.2 Condition 1.5 does not apply to this contract.

20. 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.

21. Jurisdiction

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

22. Costs

The Buyer shall pay on completion the professional fees of the Seller incurred in respect of the Legal and Estates Surveyors costs, such costs being 1% of the Purchase Price in respect of Solicitor’s costs and 1% of the Purchase Price in respect of Surveyor’s costs together with £70.00 in respect of the Local Search provided to the Buyer by the Seller.

23. Buyer's Identity

The Buyer acknowledges that the transfer deed will become a public document. The Seller may disclose to any person within the Seller's organisation and to any third party

the identity of the Buyer and the Buyer acknowledges that the Buyer's identity may be published.

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

Signed by	
for and on behalf of The Lancashire County Council	Authorised signatory
Signed by	
for and on behalf of	Director
OR	
Signed by	