

DATED

CONTRACT FOR THE SALE OF FREEHOLD LAND WITH VACANT POSSESSION

at

land on the east side of Tanhouse Road, Upholland, Skelmersdale

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 on the east side of Tanhouse Road, Upholland, Skelmersdale shown edged red on the Plan and being part of the property registered at HM Land Registry with title absolute under title number LA876215.

Purchase Price: £[] (exclusive of VAT).

Seller's Conveyancer: Head of Legal Services, Lancashire County Council, PO Box 100, County Hall, Preston, PR1 0LD (Ref: LSGPROP/DW/102346).

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 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

The Property shall be sold with vacant possession on completion.

8. Title guarantee

8.1 Subject to clause 8.2 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 18 AUG 2026 at 15:33:59 under title number LA876215;
- (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) any notice, order or proposal given or made by a body acting on statutory authority;
- (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.

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 form annexed to this contract subject to minor amendments.

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".
- 13.6 If completion does not take place on the Completion Date in accordance with this contract due to any reason except the Seller's default, the Buyer shall pay to the Seller on actual completion the sum of £150 in respect of the reasonable costs of the Seller's Conveyancer of preparing and serving any notice to complete.
- 13.7 On, or as soon as reasonably practicable (and, in any event, no later than 7 working days) after, completion, the Seller shall deliver to the Buyer (or to any other person as the Buyer has directed in writing to the Seller before completion) the completed counterpart transfer.
- 13.8 On, or as soon as reasonably practicable (and, in any event, no later than 7 working days) after, completion, the Buyer shall deliver to the Seller (or to any other person as the Seller has directed in writing to the Buyer before completion) the completed counterpart transfer.

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 LSGPROP/DW/102346;

- (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. Deed of Covenant

Upon completion the Buyer will deliver to the Seller a duly executed Deed of Covenant on the terms of the Deed of Covenant annexed hereto.

20. Third party rights

20.1 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.

20.2 Condition 1.5 does not apply to this contract.

21. 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.

22. 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.

23. Costs

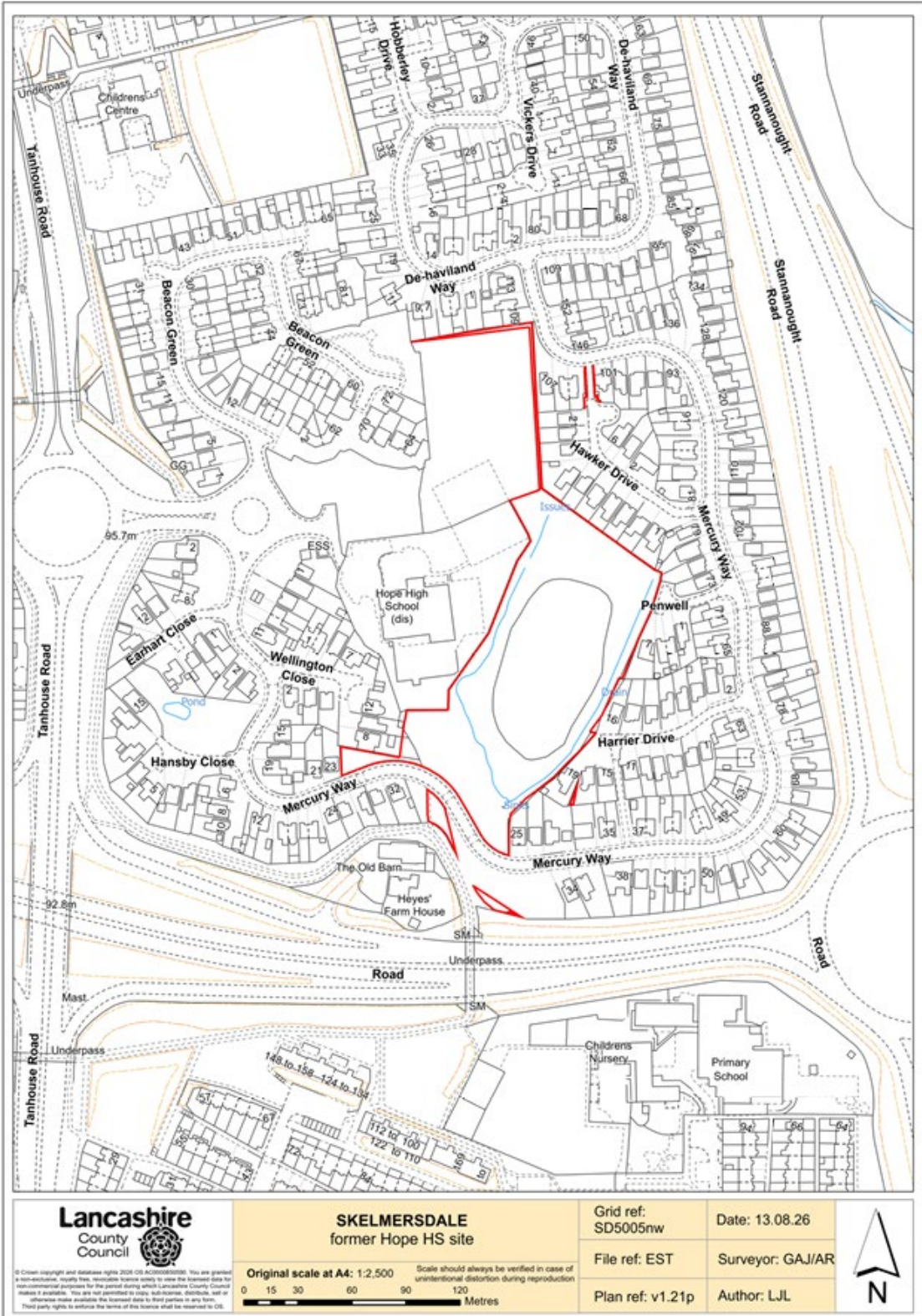
The Buyer shall pay on completion the professional fees of the Seller incurred in respect of the Legal and Estates Surveyors costs, such costs being 1.5% of the Purchase Price in respect of Solicitor's costs and 1.5% of the Purchase Price in respect of Surveyor's costs (and in each case subject to a minimum of £1,500) together with such proportion as the Seller acting reasonably shall determine in respect of the Local Search, Environmental Search and Coal Search provided to the Buyer by the Seller save that such proportion shall not exceed the sum of £468.40.

24. 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.

PLAN



TRANSFER

Land Registry

Transfer of part of registered title(s)

TP1

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.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

1	Title number(s) out of which the property is transferred: LA876215
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Land on the east side of Tanhouse Road, Upholland, Skelmersdale The property is identified ☒ on the attached Plan 1 and shown: edged red ☐ on the title plan(s) of the above titles and shown:

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration 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.

4	Date:
5	Transferor: The Lancashire County Council <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: [] <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

Place 'X' in the appropriate box.
State the currency unit if other
than sterling. If none of the boxes
apply, insert an appropriate
memorandum in panel 12.

Add any modifications.

7	Transferee's intended address(es) for service for entry in the register: []
8	The transferor transfers the property to the transferee
9	Consideration ☒ The transferor has received from the transferee for the property the following sum (in words and figures): [] (£[]) ☐ The transfer is not for money or anything that has a monetary value ☐ Insert other receipt as appropriate:
10	The transferor transfers with ☐ full title guarantee ☒ limited title guarantee The covenants implied under the LPMPA1994 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"; and (b) the covenant set out in section 2(1)(b) of the LPMPA 1994 shall not extend to costs arising from the Transferee's failure to: (i) make proper searches; or

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A 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 Land Registry's

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

(c) covenants implied by Section 3(3) of the LPMPA 1994 apply only to charges or encumbrances created by the Transferor.

11 Declaration of trust. The transferee is more than one person and

- ☐ 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
- ☐ they are to hold the property on trust:

Public Guide 18 – *Joint property ownership* and Practice Guide 24 – *Private trusts of land* for further guidance. These guides are available on our website www.landregistry.gov.uk

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.

12 Additional provisions

Definitions

12.1

12.1.1 The following definitions and rules of interpretation apply in this transfer

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

Retained Land: the freehold property forming the remainder of the Land in title number LA876215 known as land on the east side of Tanhouse Road, Upholland, Skelmersdale shown edged in blue on Plan 2.

Service Media: all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.

Utilities: electricity, gas, water, sewage, air-conditioning, heating, electricity, telecommunications, data and all other services and utilities.

12.1.2 words importing one gender shall be construed as importing any other gender.

12.1.3 words importing the singular shall be construed as importing the plural and vice versa.

12.1.4 where any party comprises more than one person

the obligations and liabilities of that party under this Transfer shall be joint and several obligations and liabilities of those persons.

12.1.5 the panel clause and paragraph headings do not form part of this Transfer and shall not be taken into account in its construction or interpretation.

12.1.6 any reference to a clause is one so numbered and in this panel unless otherwise stated.

12.1.7 the expressions “the Transferor” and the “the Transferee” shall where the context so permit include their respective successors in title.

12.1.8 any references to any statutes statutory instruments of provisions thereof shall be taken to include and refer to any statutes statutory instruments or provisions thereof which (from time to time and for the time being in force) amend modify consolidate or replace (as the case may be) those expressly referred to in this Transfer.

12.1.9 any obligations by the Transferee contained or referred to in this Transfer not to do something includes an obligation not to permit or suffer that act to be done by another person.

12.1.10 The disposition effected by this transfer is subject to:

- (a) any matters contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 18 Aug 2026 at 15:33:59 under title number LA876215;
- (b) any matters discoverable by inspection of the Property before the *[date of the contract]*;
- (c) any matters which the Transferor 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 a contract for the purchase of the Property; (e) any notice, order or proposal given or made by a body acting on statutory authority; (f) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002. 12.1.11 Notwithstanding section 6(3) of the LPMPA 1994, 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 for the purposes of section 6(2)(a) of the LPMPA 1994. 12.1.12 Whenever the consent or approval of the Transferor is required, the Transferor includes the Transferors successors in title 12.1.13 A reference to writing or written excludes fax and email.
Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.	12.2 Rights granted for the benefit of the property None
Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.	12.3 Rights reserved for the benefit of other land None. 12.3.1 The Transferor excepts and reserves out of the Property for the benefit of the Retained Land and

each and every part of it:

- 12.3.2 The right of support and protection to the Retained Land to the extent that such support and protection exists at the date of this transfer;
- 12.3.3 The full and unrestricted right to erect or permit to be erected any building or other erections and to alter any buildings or other erections now or in the future erected on any part or parts of the Retained Land or to develop the Retained Land or use the Retained Land in such manner as the Transferor thinks fit such that all privileges of light and air now or at any time in the future to be enjoyed over any part of the Retained Land by or in respect of the Property shall be deemed to be so enjoyed by licence or consent of the Transferor and not as of right;
- 12.3.4 The right to use and to connect into any Service Media at the Property which serve the Retained Land which are in existence at the date of this transfer or are installed or constructed after the date of this transfer;
- 12.3.5 The right to enter the Property as far as reasonably necessary for the purpose of inspecting or carrying out works to the Retained Land or to inspect, repair, maintain, install, re-route or replace or make connections to any Service Media serving the Retained Land which are in existence at the date of this transfer;
- 12.3.6 The right of all other easements, quasi-easements liberties privileges rights and advantages now or enjoyed by the Retained Land and each and every part or parts of the Retained Land over or in respect of the Property or which would be implied by statute or by reason of severance in favour of a purchaser of the Retained Land and each and every part or parts of the Retained Land as if the same had been transferred to such purchaser and the Property had been retained by the Transferor.

Include words of covenant.

12.4 Restrictive Covenants by the Transferee

None

Include words of covenant.

12.5 Restrictive Covenants by the Transferor

None

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

12.6 Other

12.6.1 The Transferee covenants by way of indemnity, on behalf of the Transferee and the Transferee's successors in title, to observe and perform the charges, incumbrances, covenants restrictions and other matters contained or referred to in the property and charges register of registers of the title number LA876215 so far as the same relate to or affect the Property and are still subsisting and are capable of taking effect and will indemnify and keep the Transferor and its successors in title indemnified against all actions proceedings damages costs claims charges and expenses that may be suffered or incurred by the Transferor or its successors in title in respect of any failure

to do so.

12.6.2 This transfer does not create by implication any easements or other appurtenant rights for the benefit of the Property and the operation of section 62 of the Law of Property Act 1925 is excluded.

12.6.3 Nothing contained or implied in this Transfer shall prejudice the rights powers duties and obligations of the Transferor in the exercise of its functions as a local authority and under all or any public and private statute byelaws orders and regulations which may be fully and as effectually exercised by the Transferor as if the Transferor were not a party to this Transfer.

12.6.4 All agreements and covenants of the Transferor in this Transfer are from the Transferor acting in its capacity as landowner and not as any regulatory authority.

12.6.5 Nothing in this Transfer shall fetter the Transferor in exercising any statutory function or prevent any disclosure of information required by the Freedom of Information Act 2000 or the Data Protection Act 2018 or any other statutory requirement.

12.6.6 Unless the right of enforcement is expressly granted it is not intended that a third party should have the right to enforce a provision of this Transfer under the Contracts (Rights of Third Parties) Act 1999.

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

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 may 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 Land Registry's Public Guide 18 – *Joint property ownership* and Practice Guide 24 – *Private trusts of land* for further guidance.

13 Execution

THE COMMON
SEAL of THE
LANCASHIRE
COUNTY
COUNCIL was
affixed to this deed
in the presence of:

Authorised
Signatory

[*Transferee's Execution Clause*]

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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DEED OF COVENANT

DEED OF COVENANT

THIS DEED OF COVENANT is made the day of 2026

By the (“**Transferee**”)

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed the following words and expressions have the following meanings:

"Coal Authority" the Coal Authority of 200 Lichfield Lane,
Mansfield, Nottinghamshire NG18 4RG

"Conveyance" the conveyance dated 24.04.1968 between the
National Coal Board (1) and Skelmersdale
Development Corporation (2)

"Property" land on the east side of Tanhouse Road,
Upholland, Skelmersdale shown edged red on
the Plan annexed hereto.

1.2 The terms set out in the particulars at **clause 1** shall have the respective meanings given to them there.

1.3 Covenants given by a party which comprises more than one person shall be deemed to be given by them jointly and severally.

1.4 Words importing persons include firms, companies and bodies corporate and vice versa.

1.5 Words importing the singular shall include the plural and vice versa.

1.6 Words importing any one gender shall include either other gender.

1.7 References to a clause are references to the clause of this deed so numbered.

2. **COVENANT**

2.1

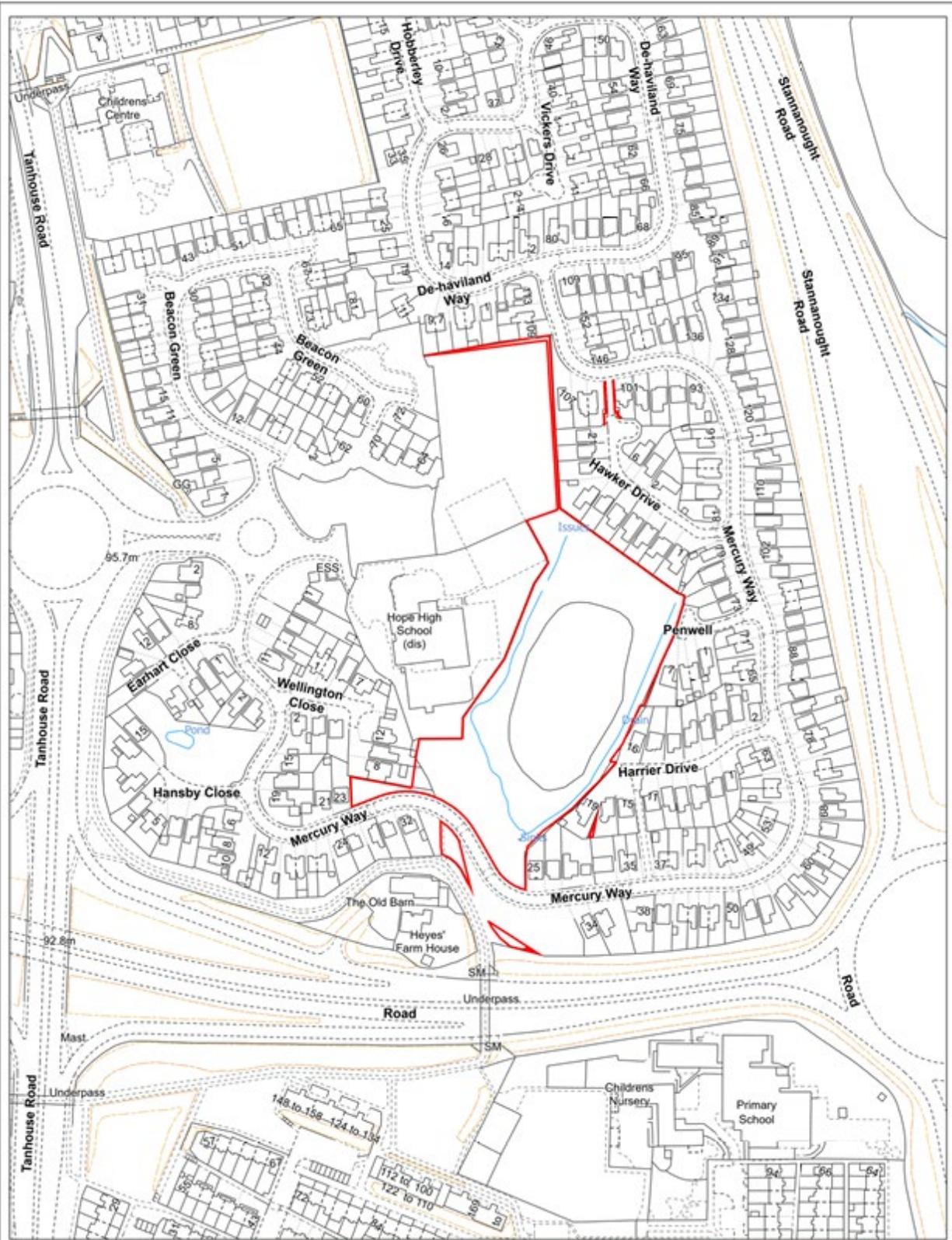
The Transferee to the intent and so as to bind (so far as practicable) the Property and any part or parts thereof respectively into whosoever hands the same may come and to benefit and protect any mines and minerals in which the Coal Authority has any interest and which provide subjacent or lateral support for the Property or any part or parts thereof hereby covenants with the Coal Authority that the Transferee will at all times hereafter perform and observe the restrictions and stipulations contained in the Conveyance.

2.2 The obligations contained in Clause 2.1 of this deed are enforceable by the Coal Authority.

3. **THIRD PARTIES**

Except insofar as expressly granted by this deed, a person who is not party to this deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

[Execution block for transferee]



Lancashire
County Council

SKELMERSDALE
former Hope HS site

Grid ref:
SD5005nw

Date: 13.08.26

File ref: EST

Surveyor: GAJ/AR

Plan ref: v1.21p

Author: LJL



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Original scale at A4: 1:2,500

Scale should always be verified in case of unintentional distortion during reproduction

0 15 30 60 90 120 Metres

Signed by []
for and on behalf of The Lancashire County Council Authorised signatory

Signed by []
for and on behalf of [] Director