

Dated

2025

Mr Thomas Lionel Gibson

and

[]

Contract For The Sale Of Freehold Land With Vacant Possession

At

East Cocklake Farm, Nenthall, Alston, Cumbria , CA9 3LF



THIS CONTRACT IS MADE ON THE
BETWEEN

DAY OF

2025

(1) Thomas Lionel Gibson 4A St Thomas Square, Newcastle Upon Tyne, NE1 4LF (the **Seller**);
(1) [] (the **Buyer**)

IT IS HEREBY AGREED

1. **Interpretation**

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

1.1 Definitions:

Buyer's Conveyancer: [] Ref:[]

Charges: the charge appearing at entry 3 and 4 of the charges register of title number CU183093 in so far as it affects the Property.

Completion Date: []

Contract Rate: interest at 4% per annum above the base rate from time to time of HSBC UK 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.

Encumbrance: 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).

Plan: the plan attached to this Contract (if any).

Property: the freehold property at East Cocklake Farm, Nenthall, Alston, Cumbria, CA9 3LF shown edged red on the Plan and being:

- (i) part of the land comprised in a Conveyance dated 22nd September 1989 made between (1) Ayot Investments Limited (2) the Seller; and
- (ii) all that land registered at HM Land Registry with title absolute under title number in CU183093.

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

RICS: Royal Institution of Chartered Surveyors.

Seller's Agent: Pennine Ways Market House, Market Place, Alston, Cumbria, CA9 3HS.

Seller's Conveyancer: Cartmell Shepherd Limited, Priestpopple House Hexham Northumberland NE46 1PL. Reference 114090.001/SEJ

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

Written replies: are

(a) written replies that the Seller's Conveyancer has given prior to exchange of this agreement 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 Except in relation to the definition of Written Replies, a reference to writing or written exclude 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 The Schedules form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Schedules.

1.9 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.10 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.11 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 will sell and the Buyer will 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 public auction;
 - (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 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, will 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 will pay the Deposit to the Seller's Conveyancer as agent 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 Seller's title to the Property has been deduced to the Buyer before the date of this Contract, part of which commences with the Conveyance dated 22nd September 1989 made between (1) Ayot Investments Limited (2) the Seller. The documents of title are listed in Schedule 1.
- 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 subject to the relevant fixtures and fittings listed in the Form TA10 at Annex A, which will remain in the Property.
- 7.2 The relevant fixtures and fittings listed in the Form TA10 at Annex A are excluded from the sale and the Seller may at any time before completion remove them from the Property and the Buyer will raise no objections.

8. Title guarantee

- 8.1 Subject to the other provisions of this clause, the Seller will transfer the Property with save as modified in the transfer referred to in clause 10.
- 8.2 Condition 7.6.2 does not apply to this Contract.

9. Matters affecting the Property

- 9.1 The Seller will sell the Property free from incumbrances other than:
 - (a) any matters, other than the Charges, contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 15:232:12 on the 23rd July 2025 under title number CU183093; and the Land Charges Department of HM Land Registry as at 10th November 2025;

- (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 Charges, 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 or unregistered interests which override first registration under Schedule 1 to the Land Registration Act 2002; and
- (g) any matters disclosed in the documents listed in Schedule 11.

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 to the Buyer will be in the agreed form annexed to this Contract
- 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 will 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

- 13.1 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.
- 13.2 The Seller gives to the Buyer notice of the presence on the Property of a small sewage discharge in the form of a septic tank and outfall serving the Property and that it is not currently an exempt facility under the Environmental Permitting (England and Wales) Regulations 2016 by reason of failing to comply with the General Binding Rules.
- 13.3 The Buyer shall be the operator of and be responsible for the maintenance of the small sewage discharge on the Property from completion.
- 13.4 The Buyer covenants with the Seller and separately with the Environment Agency to put within 12 months from completion, and thereafter to keep, the small sewage discharge into such condition and do such works or replacement or repair as are required to render it an exempt facility for the purposes of Part 2 or Part 3 of the Environmental Permitting (England and Wales) Regulations 2016.

14. Entire agreement

- 14.1 This Contract and any 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.
- 14.2 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.
- 14.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 14.4 Condition 10.1 is varied to read, "If any plan or statement in the contract, or in Written Replies, is or was misleading or inaccurate due to any error or omission, the remedies available are as follows..."
- 14.5 This Contract may be signed in any number of duplicate parts all of which taken together will on exchange constitute one contract.

15. Joint and several liability

- 15.1 Where the Buyer comprises more than one person, those persons will be jointly and severally liable for the Buyer's obligations and liabilities arising under this Contract. The Seller 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.
- 15.2 Where the Seller comprises more than one person, those persons will be jointly and severally liable for the Seller's obligations and liabilities arising under this Contract. The

Buyer 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.

15.3 Condition 1.2 does not apply to this Contract.

16. Notices

- 16.1 Any notice given under this Contract must be in writing and signed by or on behalf of the party giving it.
- 16.2 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.
- 16.3 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:

4A St Thomas Square, Newcastle Upon Tyne, NE1 4LF
or at the Seller's Conveyancer, quoting the reference 114090.001/SEJ
 - (b) to the Buyer at:

[REDACTED]

or at the Buyer's Conveyancer, quoting the reference [REDACTED].or as otherwise specified by the relevant party by notice in writing to the other party.
- 16.4 Any change of the details in clause 16.3 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.
- 16.5 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.
- 16.6 Any notice or document given or delivered in accordance with clause 16.1, clause 16.2 and clause 16.3 will 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 will 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 will 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.
- 16.7 In proving delivery of a notice or document, it will 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.
- 16.8 A notice or document given or delivered under this Contract shall not be validly given or delivered if sent by fax or email.
- 16.9 Condition 1.3 does not apply to this Contract.
- 16.10 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.

17. Third party rights

- 17.1 A person who is not a party to this Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.
- 17.2 Condition 1.5 does not apply to this Contract.

18. Governing law

This Contract 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.

19. 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).

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

Schedule 1. Documents of title referred to in clause 6

Date	Description	Parties	Original or copy	Will original be handed over on completion?
Unregistered Property				
01/05/1980	Conveyance	John George Armstrong, Albert Lee Armstrong and Dorothy Mary Armstrong (1) Eric Metcalf (2)	Copy	No
18/06/1984	Land Charges Act Search	Certificate Number: G4712171	Copy	No
10/09/1987	Land Charges Act Search	Certificate Number: R4624253	Copy	No
22/09/1989	Conveyance	Ayot Investments Limited (1) Thomas Lionel Gibson (2)	Copy	No
22/09/1989	Discharged Legal Charge	Thomas Lionel Gibson (1) Barclays Bank PLC (2)	Copy	No
19/10/1989	Land Charges Act Search	Certificate Number: V5312293	Copy	No
30/01/2003	Legal Charge	Thomas Lionel Gibson (1) Northern Rock PLC	Copy	No
08/03/2006	TP1	Thomas Lionel Bibson (1) Lyn Rochelle Broxap and Raymond Ramshaw (2)	Copy	No
Registered Property				
CU183093	East Cocklake Farm, Nenthead Road, Alston, CA9 3LF	Thomas Lionel Gibson		

Signed by Thomas Lionel Gibson

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Signed by

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Signed by

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Annex A

TA10 – Fixtures Fittings & Contents Form

Annex B

Transfer