**DATED                                                    2025**

|  |  |
| --- | --- |
| (1) | The Council of the Isles of Scilly |
| (2) | [Buyer] |

|  |  |  |
| --- | --- | --- |
|  | Contract For The Sale Of Freehold Land With Vacant Possession |  |



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**This Contract** is dated 2025

Between:

1. **THE COUNCIL OF THE ISLES OF SCILLY** whose office is at Town Hall, St Mary's, Ilses of Scilly TR21 0WL (**Seller**).
2. [ ] of [ ] (**Buyer**).

Agreed Terms:

# Interpretation

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

## Definitions:

|  |  |
| --- | --- |
| 1. **Buyer's Conveyancer** | 1. [NAME, ADDRESS, REFERENCE]. |
| 1. **Completion Date** |  |
| 1. **Condition** | 1. any one of the Part 1 Conditions. |
| 1. **Contract Rate** | 1. interest at 4% per annum above the base rate from time to time of Barclays Bank plc. |
| 1. **Conveyance** | 1. the conveyance dated 28 October 1955 made between (1) His Royal Highness Charles Philip Arthur George Duke of Cornwall ad Rothesay Earl of Carrick Baron of Renfrew Lord of the Isles and Great Steward of Scotland and (2) The Council of the Isles of Scilly |
| 1. **Deposit** | 1. £[AMOUNT] (exclusive of VAT). |
| 1. **Electronic Payment** | 1. 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. |
| 1. **LPMPA 1994** | 1. Law of Property (Miscellaneous Provisions) Act 1994. |
| 1. **Part 1 Conditions** | 1. the conditions in Part 1 of the Standard Commercial Property Conditions (Third Edition - 2018 Revision). |
| 1. **Part 2 Conditions** | 1. the conditions in Part 2 of the Standard Commercial Property Conditions (Third Edition – 2018 Revision). |
| 1. **Plan** | 1. the plan attached to this Contract at Appendix 1. |
| 1. **Property** | 1. the freehold property to the west of Jerusalem Terrace, St Mary’s, Isles of Scilly shown edged red on the Plan and being part the property comprised in the Conveyance. |
| 1. **Purchase Price** | 1. £[AMOUNT] (exclusive of VAT). |
| 1. **Seller's Conveyancer** | 1. Ashfords LLP, Ashford House, Grenadier Road, Exeter EX1 3LH. Ref: KBQX/231592-69 |
| 1. **Title Documents** | 1. the documents set out in Schedule 3. |
| 1. **VAT** | 1. value added tax or any equivalent tax chargeable in the UK. |
| 1. **Written Replies** | 1. are any:    1. 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    2. written replies to written enquiries given prior to exchange of this Contract by the Seller's Conveyancer to the Buyer's Conveyancer. |

## A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

## Clause, Schedule and paragraph headings shall not affect the interpretation of this Contract.

## 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.

## 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.

## 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.

## 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.

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

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

## Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

## A reference to **writing** or **written** excludes fax and email.

# Sale and purchase

## The Seller shall sell and the Buyer shall buy the Property for the Purchase Price on the terms of this Contract.

## The Buyer cannot require the Seller to:

### transfer the Property or any part of it to any person other than the Buyer;

### transfer the Property in more than one parcel or by more than one transfer; or

### apportion the Purchase Price between different parts of the Property.

# Conditions

## The Part 1 Conditions are incorporated in this Contract so far as they:

### apply to a sale by private treaty;

### relate to freehold property;

### are not inconsistent with the other clauses in this Contract; and

### have not been modified or excluded by any of the other clauses in this Contract.

## The terms used in this Contract have the same meaning when used in the Part 1 Conditions.

## The following Conditions are amended:

### 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;

### 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;

### 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;

### Condition 7.6.3 is amended so that reference to "Condition 4.1.2" is reference to "Clause 9" of this Contract; and

### 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).

## Condition 1.1.4(a) does not apply to this Contract.

## Condition 9.2.1 does not apply to this Contract.

## Except as stated in clause 12.2, the Part 2 Conditions are not incorporated into this Contract.

# Risk and insurance

## 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.

## 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.

## Conditions 8.2.2, 8.2.3 and 8.2.4(b) do not apply to this Contract.

# Deposit

## 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.

## Conditions 3.2.1 and 3.2.2 do not apply to this Contract.

# Deducing title

## The Seller's title to the Property has been deduced to the Buyer's Conveyancer before the date of this Contract and commences with the Conveyance.

## Copies of the Title Documents have been disclosed to the Buyer's Conveyancer before the date of this Contract.

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

# Vacant possession

## The Property shall be sold with vacant possession on completion.

# Title guarantee

## Subject to clause 8.2, the Seller shall transfer the Property with full title guarantee.

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

### 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:

#### make proper searches; or

#### raise requisitions on title or on the results of the Buyer's searches.

## Condition 7.6.2 does not apply to this Contract.

# Matters affecting the Property

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

### any matters contained or referred to in the entries or records made in registers maintained by the Land Charges Department of HM Land Registry as at [DATE OF SEARCH];

### any matters discoverable by inspection of the Property before the date of this Contract;

### any matters which the Seller does not and could not reasonably know about;

### 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;

### public requirements;

### any matters which are unregistered interests which override first registration under Schedule 1 to the Land Registration Act 2002;

### any matters disclosed in the Title Documents.

## Conditions 4.1.1, 4.1.2 and 4.1.3 do not apply to this Contract.

# Buyer's knowledge

## The Buyer is deemed to have full knowledge of:

### the Seller's title to the Property (including the Title Documents); and

### 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.

# Transfer

## The transfer of the Property to the Buyer shall be in the agreed form annexed to this Contract at Appendix 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.

## Condition 7.6.5(b) does not apply to this Contract.

# VAT

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

## The Seller warrants that the sale of the Property does not constitute a supply that is taxable for VAT purposes. SCPC A1 of the Part 2 Conditions is incorporated into this Contract.

## Condition 2 does not apply to this Contract.

# Completion

## 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.

## 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.".

## Condition 9.1.1 does not apply to this Contract.

## 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.

## 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".

## 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".

## On, or as soon as reasonably practicable (and, in any event, no later than 10 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 Title Documents;

### the completed original transfer in the form required by clause 11.1.

## On, or as soon as reasonably practicable (and, in any event, no later than 10 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 in the form required by clause 11.1.

# 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; and

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

# Registration of the transfer

## The Buyer shall:

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

### 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

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

# Entire agreement

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

## 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:

### set out in this Contract or the documents annexed to it; or

### contained in any Written Replies.

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

# Joint and several liability

## 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.

## Condition 1.2 does not apply to this Contract.

# Notices

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

## Any notice or document to be given or delivered under this Contract may be:

### delivered by hand; or

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

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

### to the Seller at:

Council of the Isles of Scilly

Town Hall

St Mary's

Isles of Scilly

TR21 0LW

And

enquiries@scilly.gov.uk.

marked for the attention of: Olivia Charman

or at the Seller's Conveyancer, quoting the reference KBQX/231592-69;

### to the Buyer at:

[ADDRESS]

marked for the attention of: [NAME/POSITION]

or at the Buyer's Conveyancer, quoting the reference [REFERENCE].

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

## Any change of the details in clause 23.3 specified in accordance with that clause shall take effect for the party notified of the change at 9.00 am on the later of:

### the date, if any, specified in the notice as the effective date for the change; or

### the date five working days after deemed receipt of the notice.

## 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.

## Any notice or document given or delivered in accordance with clause 23.1, clause 23.2 and clause 23.3 shall be deemed to have been received:

### 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

### 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.

## In proving delivery of a notice or document, it shall be sufficient to prove that:

### a delivery receipt was signed or that the notice or document was left at the address; or

### 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.

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

## Condition 1.3 does not apply to this Contract.

## 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.

# Third party rights

## 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.

## Condition 1.5 does not apply to this Contract.

# 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.

# 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.

# Additional Costs

## On the Completion Date the Buyer shall pay to the Seller, in addition to the Purchase Price a refund of the fees paid by the Seller for the following searches:

### Chancel - £8 plus VAT

### Local and Highways - £376.03 plus VAT

### Local Land Charges - £15 plus VAT

### Drainage and Water - £162.50 plus VAT

### Utilities - £463 plus VAT

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

1. Title Documents

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Date** | **Description** | **Parties** | **Original or copy?** | **Will original be handed over on completion?** |
| 28 October 1955 | Conveyance | His Royal Highness Charles Philip Arthur George Duke of Cornwall ad Rothesay Earl of Carrick Baron of Renfrew Lord of the Isles and Great Steward of Scotland and The Council of the Isles of Scilly | Copy | No |

|  |  |
| --- | --- |
| Signed by |  |
| for and on behalf of |  |
| **COUNCIL OF THE ISLES OF SCILLY** |  |

|  |  |
| --- | --- |
| Signed by **[ ]** |  |
|  |  |
|  |  |

1. Plan
2. Transfer