

DATED _____ 2020

**(1) INVESTACC PENSION TRUSTEES LIMITED AND JOHN DAVID BELFIELD
AS TRUSTEES OF THE MINERVA SIPP FOR JOHN DAVID BELFIELD (0188)**

(2)

A G R E E M E N T

**For the sale of 39 Piccadilly
Hanley
Stoke on Trent
ST1 1EN**

**tinsdillsolicitors
15-19 Marsh Parade
Newcastle-under-Lyme
Staffordshire
ST5 1BT**

THIS AGREEMENT is made this day of 2020

BETWEEN:-

- (1) **InvestAcc Pension Trustees Limited** (Co. Regn. No. 2875892) of Minerva House Port Road Business Park Carlisle CA2 7AF and **John David Belfield** of Minerva House Port Road Business Park Carlisle CA2 7AF **as Trustees of the Minerva SIPP for John David Belfield (0188)** (“the Seller”) and
- (2) of (“the Buyer”)

WHEREBY IT IS AGREED as follows

Definitions and Interpretation

1.1 IN THIS AGREEMENT:-

- 1.1.1 “Buyer’s Solicitors means
- 1.1.2 “Completion Date” means 2020 which is the date 28 days after the date of this Agreement
- 1.1.3 “Official Copies” means the official copies of register entries of the Title Number dated 4th June 2020
- 1.1.4 “Purchase Price” means (£) exclusive of value added tax
- 1.1.5 “Property” means 39 Piccadilly Hanley Stoke on Trent ST1 1EN as registered under the Title Number
- 1.1.6 “Seller’s Solicitors” means Tinsdills Solicitors of 15-19 Marsh Parade Newcastle under Lyme Staffordshire Ref: (Kerry Boyle)
- 1.1.7 “Title Number” means SF4997
- 1.1.8 Where the context so admits the expressions “the Seller” and “the Buyer” shall include their successors in title
- 1.1.9 Words importing the masculine gender shall include the feminine and the neuter and words importing the singular shall include the plural and vice versa
- 1.1.10 The clause headings shall not affect the construction of this Agreement
- 1.1.11 This Agreement incorporates the Standard Conditions of Sale (Fifth Edition) (“the Conditions”) and the Common Auction Conditions, 3rd Edition and where

there is a conflict between the Conditions and this Agreement this Agreement shall prevail.

1.1.12 The terms used in this Agreement shall have the same meaning as is ascribed to them in the Conditions unless the context of this Agreement otherwise dictates.

2 SALE

The Seller shall sell and the Buyer shall buy the Property for the Purchase Price

3 DEPOSIT

3.1 The deposit shall be a sum equal to 10% of the Purchase Price (excluding the part thereof attributable to value added tax) and shall be paid to the Seller's Solicitors as stakeholders and any interest earned by such deposit whilst in the hands of those Solicitors shall belong to the party ultimately entitled to the deposit

3.2 Condition 2.2 (Use of deposit by Seller) shall not apply.

4 TITLE

4.1 The title to the Property is registered at the Land Registry under the Title Number

4.2 Title having been deduced prior to the date of this Agreement the Buyer accepts the Seller's title to the Property as at the date of the Official Copies and shall be deemed to purchase with full knowledge of the title in all respects and shall not raise any requisitions or make any objection in relation to the title with the exception of any entries occurring after the date of the Official Copies

5 INCUMBRANCES

The Property is sold subject to the following matters relating hereto:-

5.1 All local land charges whether registered or not before the date of this Agreement and all matters capable of registration as local land charges whether or not actually so registered.

5.2 All notices served and other financial and other demands proposals or requirements made by any local, public or other competent authority whether before or after the date of this Agreement

- 5.3 All actual proposed charges notices orders restrictions agreements conditions contraventions or other matters arising under the enactments relating to Town & Country Planning
- 5.4 All easements, quasi-easements, rights, exceptions or other similar matters whether or not apparent on inspection or disclosed in any of the documents referred to in this Agreement
- 5.5 All unregistered interests which override dispositions as detailed in schedules 1 3 and 12 to the Land Registration Act 2002.
- 5.6 All matters contained mentioned or referred to in Official Copies with the exception of any financial charges

6 TITLE GUARANTEE

The Seller shall transfer the Property with full title guarantee.

7 POSSESSION

The Property is sold with vacant possession.

8 COMPLETION

The money due on completion shall be paid to the account of the Seller's Solicitors Client Account numbered 04723635, Sort Code 01 03 69 at National Westminster Bank Plc of 1 Upper Market Square, Hanley, Stoke-on-Trent

9 CONTRACT RATE

The contract rate shall be 4% above the base rate from time to time of National Westminster Bank Plc

10 VAT

The Seller confirms that he has not waived his exemption from VAT in respect of the Property and will not do so prior to completion.

11 NON-MERGER

The provisions of this Agreement shall not merge on completion of the sale and purchase of the Property so far as they remain to be performed

12 NATURE OF THIS AGREEMENT

This Agreement is a deed and is executed by the parties as a deed

13 RESTRICTION ON ASSIGNMENT AND SUB-SALE

- 13.1 This agreement is personal to the Buyer and is not capable of being assigned charged or mortgaged
- 13.2 The Seller shall not be required to transfer the Property to anyone other than the Buyer

14 CONTRACTS (RIGHTS OF THIRD PARTIES ACT) 1999

For the purposes of the Contracts (Rights of Third Parties Act) 1999 it is agreed that nothing in this Agreement shall confer on any third party any right either to enforce or obtain any benefit of any term of this Agreement

15 TRANSFER DEED

The Transfer of the Property will be in the form attached hereto.

16 FAILURE TO COMPLETE

If the buyer fails to complete on the completion date then the buyer shall pay the seller £175.00 plus VAT towards the legal costs in respect of advice given to the seller by the sellers solicitors and for the preparation of service of any notice pursuant to standard condition 6.8 of the Contract and in addition to any other penalty payable under standard condition 7 of the Contract.

16 SEARCHES

The buyers shall reimburse the seller on or before completion of the purchase of searches totalling £424.45.

17 INCUMBRANCES

The buyer shall be deemed to have made a full and complete inspection of the property hereby agreed to be sold and to have full knowledge and notice of the state and repair and condition thereof in all respect. The property is sold subject to any overriding interests and all matters contained mentioned or referred to in the property and charges register and the buyer shall raise no requisitions thereon or make any objections thereto.

18 BUYERS ADMINISTRATION FEE

The buyer will be responsible to pay the auctioneers a Buyers Administration Fee in upon completion

AS WITNESS the hand of the parties or their duly authorised agents the day and the year first before written

19 LIMITATION OF LIABILITY CLAUSE

The parties agree that the liability of InvestAcc Pension Trustees Limited shall be limited to the extent of the assets for the time being which are under their control as trustees of the Minerva SIPP for John David Belfield (0188) and that InvestAcc Pension Trustees Limited shall have no such liability after they respectively cease to be a Trustee of that Trust

SIGNED ON BEHALF OF THE SELLER

SIGNED ON BEHALF OF THE BUYER