

Document title: 2018 Revision)) Wales.

DATED

CONTRACT FOR THE SALE OF FREEHOLD LAND WITH VACANT POSSESSION

at

Bryn Heulwen Land and Ty Mawr Wood, Bettws Cedewain, Newtown

between

Richard Clive Lewis and June Anne Lewis

and

[Buyer]

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This contract is dated

Parties

- (1) Richard Clive Lewis and June Anne Lewis of Unit 88 25 Banya Avenue, Nirimba, 4551 QLD, Australia (**Seller**)
- (2) (**Buyer**)

Agreed terms

1. Interpretation

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

1.1 Definitions:

Basic Payment Scheme: the basic payment scheme as defined in Schedule 5 (Part 1 (2)) of the Agriculture Act 2020 and based on the Direct Payments for Farmers (Legislative Continuity) Act 2020 (c.2), The Rules for Direct Payments to Farmers (Amendment) Regulations 2020 no.91, The Financing, Management and Monitoring of Direct Payments (Amendment) Regulations 2020 no.90, The Common Agricultural Policy (Direct Payments to Farmers) (Miscellaneous Amendments) (Wales) Regulations 2020 no.104 (w.17) and The Direct Payments to Farmers and Rural Affairs (Miscellaneous Amendments etc.) (Wales) (EU Exit) Regulations 2020 no. 1556 (w.328), and any replacement scheme including any subsequent legislation enacted by the Welsh Government.

Buyer's Conveyancer:

Charges: the charge appearing at entry C1 of the charges register of title number CYM46924 as at 7th April 2026 at 13:51:37 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: The total of 10% of the purchase price and the sum of £1,165.23 by way of reimbursement to the Seller for the cost of local searches namely the total sum of £

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.

Entitlements nil payment entitlements for payment under the Basic Payment Scheme and any similar replacement entitlement.

Incumbrance: 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.

Management Information: all documents, correspondence, notices, assessments, applications, contracts, memoranda, declarations, statutory declarations and other written communications or documentation relating to the Property.

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).

Property: the freehold property at Bryn Heulwen land and Ty Mawr Wood, Bettws Cedewain, Newtown and registered at HM Land Registry with title absolute title under title number CYM46924

Purchase Price:

RICS: Royal Institution of Chartered Surveyors.

RPW: the Rural Payments Wales responsible for the administration of the Basic Payment Scheme and any other payments which are substituted under the AWA 2023 and any subsequent legislation in Wales and any other body discharging similar functions from time to time.

Seller's Agent: Harry Ray & Co, 5 Broad Street, Welshpool, SY21 7RZ Ref: Duncan Andrew

Seller's Conveyancer: Hanratty & Co, The Eagles, Shortbridge Street, Newtown Powys SY16 2LN Ref : COS/15959

VAT: value added tax chargeable in the UK

Written Replies: are

- 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 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 clause 1.12, a reference to **writing** or **written** excludes 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.
- 1.12 For the purposes of the definition of Written Replies, written replies and written enquiries include:
- (a) any pre-contract enquiries and any replies to pre-contract enquiries that are requested or given by reference to the Practical Law Short Form pre contract enquiries for bare land and include enquiries or replies so requested or given by the email;

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 Timber growing on the Property at the date of this contract and crops growing on the Property at the time of completion are included in the sale.

2.3 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".

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 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 The Deposit must be paid in full by Electronic Payment or by a bankers draft on the day of the auction and following the fall of the gavel
- 5.3 Conditions 3.2.1, 3.2.2 and 9.8.3 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

- 7.1 The Property will be sold with vacant possession on completion

8. Title guarantee

- 8.1 The Seller shall transfer the Property with full title guarantee
- 8.2 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, other than the Charge, contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 7th April 2026 at 13:51:37 under title number CYM49624
- (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 Charge, 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

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 The Seller warrants that the sale of the Property does not constitute a supply that is taxable for VAT purposes and undertakes that neither it nor a relevant associate (as defined in paragraph 3 of Schedule 10 to the Value Added Tax Act 1994) will not opt to tax the Property.

11.3 If any VAT is chargeable on any supply made by the Seller under or pursuant to this contract, the Buyer shall on receipt of a valid VAT invoice, pay the Seller an amount equal to that VAT as additional consideration on completion.

11.4 The Buyer warrants that it does not intend or expect:

- (a) that the Property will become exempt land (within paragraph 12 of Schedule 10 to the Value Added Tax Act 1994

11.5 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. Management

13.1 From the date of this contract until completion, the Seller will:

- (a) manage the Property in accordance with the Seller's normal management practice, including carrying out normal acts of cultivation and husbandry where necessary; and

13.2 As soon as reasonably practicable following the date of this contract, the Seller will give the Buyer reasonable access to all the Management Information that is in the custody or control of the Seller or the Seller's agents and, at the request and expense of the Buyer, will supply copies of all the Management Information to the Buyer, to the extent not already supplied.

13.3 From the date of this contract until the Buyer is registered at HM Land Registry as proprietor of the title to the Property, the Seller will promptly notify the Buyer in writing of any notices served on or proceedings commenced against the Seller in relation to the Property, and will provide the Buyer with copies of any such notices or proceedings.

13.4 Before completion the Seller will:

- (a) remove any rubbish from the
- (b) empty any slurry tanks using a properly regulated waste collecting organisation; and
- (c) leave the Property in a neat and tidy condition in accordance with good farming practice.

14. 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. 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.

15. Arbitration

Any dispute arising out of or in connection with this contract shall be referred to and finally resolved by arbitration under the Arbitration Act 1996. The parties shall agree on the appointment of a single arbitrator. If the parties are unable to agree on the appointment within fourteen days of either of them serving details of a suggested arbitrator on the other, either party may request the Chair for the time being of the Agricultural Law Association, the President for the time being of the Central Association of Agricultural Valuers or the President for the time being of the Royal Institution of Chartered Surveyors. The costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally). The seat of the arbitration shall be Cardiff

16. Entire agreement

- 16.1 This **contract** constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 16.2 The Buyer acknowledges that in entering into this **contract** 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
 - (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 COS/15959
 - (b) to the Buyer at:
[ADDRESS]
[DX: [DX NUMBER]]
[Fax: [FAX NUMBER]]
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.
- 18.4 Any change of the details in clause 19.3 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
- 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 A person who is not a party to this contract does 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 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.

Signed by Richard Clive Lewis and June Anne Lewis
Signed by [NAME OF DIRECTOR] for and on behalf of [NAME OF BUYER] Director
OR	
Signed by [NAME OF BUYER]
Signed by [NAME OF OCCUPIER]