

**Dated**

-----

**Contract For The Sale Of Freehold Land With Vacant Possession**

**At**

**Unit 26**

**Globe Lane Industrial Estate**

**Broadway**

**Dukinfield**

**SK16 4UU**

between

**Special Piping Materials (Holdings) Limited**

and

**Lesley Buckley, Mary Linda Buckley, Paul Buckley and Anne Michaelle King as  
Trustees of SPM SASS**

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This Contract is dated 2025

## Parties

- (1) **SPECIAL PIPING MATERIALS (HOLDINGS) LIMITED** incorporated and registered in England and Wales with company number 08699508 whose registered office is at Unit 26 Globe Industrial Estate, Broadway, Dukinfield, Cheshire, SK16 4UU (Seller);
- (2) **LESLEY BUCKLEY, MARY LINDA BUCKLEY, PAUL BUCKLEY and ANNE MICHELLE KING** of Unit 26 Globe Industrial Estate, Broadway, Dukinfield, Cheshire, SK16 4UU (Buyer).

## Agreed terms

### 1 Interpretation

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

#### 1.1 Definitions:

"Buyer's Conveyancer"	Eleanor Hadfield of Weightmans LLP, No. 1 Spinningfields, Hardman Square, Manchester, M3 3EB whose reference is EHF1 W28286 3.
"CAA 2001"	Capital Allowances Act 2001.
"Completion Date"	2025
"Condition"	any one of the Part 1 Conditions.
"Contract Rate"	interest at 4% per annum above the base rate from time to time of Barclays Bank plc.
"Deposit"	£90,000 (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.

<b>"Part 1 Conditions"</b>	the conditions in Part 1 of the Standard Commercial Property Conditions (Third Edition – 2018 Revision).
<b>"Part 2 Conditions"</b>	the conditions in Part 2 of the Standard Commercial Property Conditions (Third Edition – 2018 Revision).
<b>"Plan"</b>	the plan attached to this Contract.
<b>"Property"</b>	the freehold property at Unit 26 Globe Industrial Estate, Broadway, Dukinfield, SK16 4UU being all the property registered at HM Land Registry with title absolute under title number GM408164.
<b>"Purchase Price"</b>	£900,000.00 (exclusive of VAT).
<b>"Seller's Conveyancer"</b>	Matthew Jones, Weightmans LLP, No. 1 Whitehall Riverside, Leeds, LS1 4BN.
<b>"VAT"</b>	value added tax chargeable in the UK.
<b>"Written Replies"</b>	<p>subject to clause 1.12, are any:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) written replies to written enquiries given prior to exchange of this Contract by the Seller's Conveyancer to the Buyer's Conveyancer.</li> </ul>

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

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

1.4 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.

- 1.5 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.
- 1.6 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.
- 1.7 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.
- 1.8 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.
- 1.11 Except in relation to clause 1.12, a reference to writing or written excludes fax and email.
- 1.12 For the purposes of the definition of Written Replies, written replies and written enquiries include:
- 1.12.1 any pre-contract enquiries and any replies to pre-contract enquiries that are requested or given by reference to the Commercial Property Standard Enquiries 7 (version 1.3.1).

## **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:
- 2.2.1 transfer the Property or any part of it to any person other than the Buyer;
- 2.2.2 transfer the Property in more than one parcel or by more than one transfer; or

2.2.3 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:

3.1.1 apply to a sale by private treaty;

3.1.2 relate to freehold property;

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

3.1.4 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:

3.3.1 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;

3.3.2 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;

3.3.3 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;

3.3.4 Condition 7.6.3 is amended so that reference to "Condition 4.1.2" is reference to "Clause 8" of this Contract; and

3.3.5 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 Copies of the Title Documents have been disclosed to the Buyer's Conveyancer before the date of this Contract.
- 6.3 Conditions 7.1, 7.2, 7.3.1 and 7.4.2 do not apply to this Contract.

## **7 Title guarantee**

- 7.1 The Seller shall transfer the Property with full title guarantee.
- 7.2 The covenants for title implied by the LPPA 1994 are modified so that:
  - 7.2.1 the covenant set out in section 2(1)(b) of the LPPA 1994 shall not extend to costs arising from the Buyer's failure to:
    - (a) make proper searches; or

- (b) raise requisitions on title or on the results of the Buyer's searches; and

7.2.2 the covenant set out in section 3(3) of the LPMPA 1994 shall extend only to charges or incumbrances created by the Seller.

7.3 Condition 7.6.2 does not apply to this Contract.

## **8 Matters affecting the Property**

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

8.1.1 any matters contained or referred to in the entries or records made in registers maintained by HM Land Registry under title number GM408164 as at 18 November 2024 at 15:40:19;

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

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

8.1.4 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;

8.1.5 public requirements; and

8.1.6 any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002.

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

## **9 Buyer's knowledge**

9.1 The Buyer is deemed to have full knowledge of:

9.1.1 the Seller's title to the Property; and

9.1.2 the matters referred to in clause 8.1;

9.2 and is not entitled to raise any enquiry, objection, requisition or claim in relation to any of them.



## **10 Transfer**

- 10.1 The transfer of the Property to the Buyer shall be in the agreed form annexed to this Contract.
- 10.2 The Seller and the Buyer shall execute as a deed the transfer in the form required by clause 10.1 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 will constitute a supply chargeable to VAT at the standard rate. The Buyer shall on receipt of a valid VAT invoice pay the Seller an amount equal to that VAT as additional consideration on completion.
- 11.3 Condition 2 does not apply to this Contract.

## **12 Completion**

- 12.1 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.
- 12.2 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.".
- 12.3 Condition 9.1.1 does not apply to this Contract.
- 12.4 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.
- 12.5 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".

- 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".
- 12.7 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 completed original transfer in the form required by clause 10.1.
- 12.8 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 10.1.

### **13 Buyer's acknowledgement of condition**

- 13.1 The Buyer acknowledges that before the date of this Contract:
- 13.1.1 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
- 13.1.2 the Buyer has formed its own view as to the condition of the Property and the suitability of the Property for its purposes.

### **14 Registration of the transfer**

- 14.1 The Buyer shall:
- 14.1.1 apply to register the transfer at HM Land Registry promptly and in any event within one month following completion;
- 14.1.2 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
- 14.1.3 send the Seller official copies of the Buyer's title within one month of completion of the registration.

## **15 Entire agreement**

- 15.1 This Contract and the documents annexed to it constitute the whole agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.
- 15.2 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:
- 15.2.1 set out in this Contract or the documents annexed to it; or
- 15.2.2 contained in any Written Replies.
- 15.3 Condition 10.1 is varied so that the words "the negotiations leading to it" are replaced with the words "Written Replies".

## **16 Joint and several liability**

- 16.1 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.
- 16.2 Condition 1.2 does not apply to this Contract.

## **17 Notices**

- 17.1 Any notice given under this Contract must be in writing.
- 17.2 Any notice or document to be given or delivered under this Contract must be:
- 17.2.1 delivered by hand; or
- 17.2.2 sent by pre-paid first class post or other next working day delivery service.
- 17.3 Any notice or document to be given or delivered under this Contract must be sent to the relevant party as follows:

17.3.1 to the Seller at:

Unit 26 Globe Industrial Estate, Broadway, Dukinfield, Cheshire, SK16 4UU

marked for the attention of such individual as the Seller shall notify from time to time

or at the Seller's Conveyancer, quoting the reference 186445S/10

17.3.2 to the Buyer at:

Unit 26 Globe Industrial Estate, Broadway, Dukinfield, Cheshire, SK16 4UU

marked for the attention of such individual as the Buyer shall notify from time to time

or at the Buyer's Conveyancer, quoting the reference .W28286 3.

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

17.4 Any change of the details in clause 17.3 specified in accordance with that clause shall take effect for the party notified of the change at 10.00 am on the later of:

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

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

17.5 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.

17.6 Any notice or document given or delivered in accordance with clause 17.1, clause 17.2 and clause 17.3 shall be deemed to have been received:

17.6.1 if delivered by hand, on signature of a delivery receipt 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

17.6.2 if sent by pre-paid first class post or other next working day delivery service, at 10.00 am on the second working day after posting.

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

17.7.1 a delivery receipt was signed; or

17.7.2 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.

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

17.9 Condition 1.3 does not apply to this Contract.

17.10 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.

## **18 Third party rights**

18.1 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.

18.2 Condition 1.5 does not apply to this Contract.

## **19 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.

## **20 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.

**This agreement** has been entered into on the date stated at the beginning of this agreement.

Signed by .....  
a director, for and on behalf of  
**SPECIAL PIPING MATERIALS**  
**(HOLDINGS) LIMITED**  
in the presence of:

.....  
Director

.....  
Witness Signature

.....  
Witness Name (in print)

.....

.....  
Witness Address

.....  
Witness Occupation

Executed as a Deed by  
**LESLEY BUCKLEY**  
in the presence of:

.....  
Signature of Witness

.....  
Name of Witness

.....

.....  
Address of Witness

.....  
Occupation of Witness

Executed as a Deed by  
**MARY LINDA BUCKLEY**  
in the presence of:

.....

.....  
Signature of Witness

.....  
Name of Witness

.....

.....  
Address of Witness

.....  
Occupation of Witness

Executed as a Deed by  
**PAUL BUCKLEY**  
in the presence of:

.....

.....  
Signature of Witness

.....  
Name of Witness

.....

.....  
Address of Witness

.....  
Occupation of Witness

Executed as a Deed by  
**ANNE MICHELLE KING**  
in the presence of:

.....  
Signature of Witness

.....  
Name of Witness


.....

.....  
Address of Witness

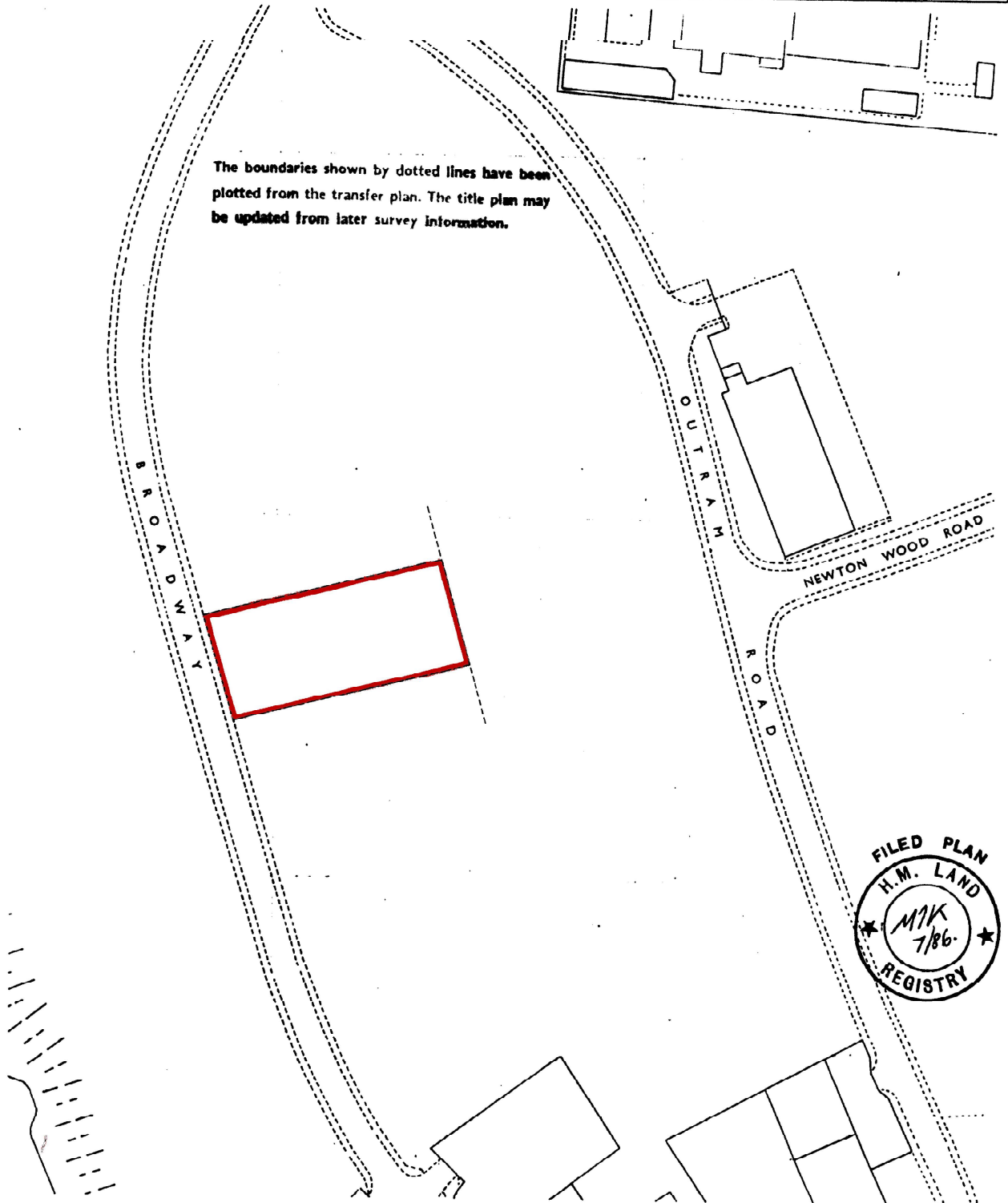
.....  
Occupation of Witness



# PLAN

H.M. LAND REGISTRY		TITLE NUMBER		
		GM 408164		
ORDNANCE SURVEY PLAN REFERENCE	SJ 9396NE		Scale 1/1250	
COUNTY GREATER MANCHESTER	TAMESIDE DISTRICT		© Crown Copyright	

The boundaries shown by dotted lines have been plotted from the transfer plan. The title plan may be updated from later survey information.



## Transfer

# HM Land Registry

## Transfer of whole of registered title(s)

# TR1

**Any parts of the form that are not typed should be completed in black ink and in block capitals.**

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.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** the persons transferring the property.

Complete as appropriate where the transferor is a company.

Enter the overseas entity ID issued by Companies House for the transferor pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

1	Title number(s) of the property: GM408164
2	Property:  Unit 26 Globe Lane Industrial Estate, Broadway, Dukinfield SK16 4UU
3	Date:
4	Transferor:  Special Piping Materials (Holdings) Limited  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 08699508  <u>For overseas entities</u> (a) Territory of incorporation or formation:  (b) Overseas entity ID issued by Companies House, including any prefix:  (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

Give full name(s) of **all** the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM 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.

Enter the overseas entity ID issued by Companies House for the transferee pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an email address.

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 11.

Place 'X' in any box that applies.

Add any modifications.

**5 Transferee for entry in the register:**

Lesley Buckley, Mary Linda Buckley, Paul Buckley and Anne Michelle King as Trustees of SPM SASS

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas entities

(a) Territory of incorporation or formation:

(b) Overseas entity ID issued by Companies House, including any prefix:

(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

**6 Transferee's intended address(es) for service for entry in the register:**

Unit 26 Globe Lane Industrial Estate, Broadway, Dukinfield, Cheshire SK16 4UU

**7 The transferor transfers the property to the transferee**

**8 Consideration**

☒ The transferor has received from the transferee for the property the following sum (in words and figures):

£900,000 (nine hundred thousand pounds) plus VAT of £180,000 (one hundred and eighty thousand pounds)

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

**9 The transferor transfers with**

☒ full title guarantee

☐ limited title guarantee

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 [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

10 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:

11 Additional provisions

11.1 The Transferee covenants by way of indemnity only that it will:

11.1.1 observe and perform the encumbrances, covenants and restrictions contained or referred to in the property and charges register of title number GM408164 in so far as they are subsisting and capable of taking effect; and

11.1.2 keep the Transferor indemnified against all proceedings, costs, claims and expenses in respect of any non-observance or non-performance of those encumbrances, covenants and restrictions referred to in sub-clause 11.1.1 above.

11.2 The liability of Leslie Buckley, Mary Linda Buckley, Paul Buckley and Anne Michelle King shall not be personal and shall be limited to the extent of the assets of the SPM SASS from time to time.

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 10 has been completed, each transferee must 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 [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 3.

## 12 Execution

Executed as a Deed by  
**SPECIAL PIPING MATERIALS  
(HOLDINGS) LIMITED**  
acting by a Director  
in the presence of:

.....  
Signature of Witness

.....  
Name of Witness

.....  
Address of Witness

.....  
Occupation of Witness

### 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.