

Formula:
Time: am/pm
Parties



AGREEMENT

(Incorporating the Standard Conditions of Sale (5th Edition))

Agreement Date :
Seller : **TRUSTEES FOR METHODIST CHURCH PURPOSES**
(registered charity number 1136358) of Central Buildings
Oldham Street Manchester M1 1JQ as Custodian Trustees
(‘The Board’) acting by the Circuit Meeting of the
Shropshire and Marches Methodist Circuit (registered
charity number 1139091) as managing trustees (‘The
Managing Trustees’)
Buyer :
Property : **Methodist Chapel Morton Oswestry Shropshire SY10**
8AH
(Freehold)
Title number : **SL198889**
Incumbrances on the : All those matters (if any) contained or referred to in the
Property Register and Charges Register of the title above
Property mentioned save for any entries relating to financial
charges secured on the Property
Title Guarantee : The Seller is selling with **Limited Title Guarantee** subject
to the proviso that for the purpose of the covenant implied
by Section 3(3) of the Law of Property (Miscellaneous
Provisions) Act 1994 neither the Board nor the Managing
Trustees are to be considered as being aware of an action
of another person merely because it is or was known to or
notice of it was given to a predecessor in title or co-
trustee
Completion Date : **8th June 2018** or in the event of only that Special

Condition 10 applies 14 days after the date of the Order referred to in Special Condition 10

Contract Rate : The Law Society's Rate
Purchase Price : £.....
Deposit : (10%) £.....

Balance : £.....

Seller will sell and the Buyer will buy the Property for the Purchase Price.

Warning

This is a formal document designed to create legal rights and legal obligations. Take advice before using it

SIGNED..... Seller/Buyer

SPECIAL CONDITIONS

- 1 (a) This Agreement incorporates the Standard Conditions of Sale (Fifth Edition).
(b) Terms used or defined in this Agreement have the same meaning when used in the Conditions.
- 2 Subject to the terms of this Agreement and to the Standard Conditions of Sale, the Seller is to transfer the Property with the title guarantee specified on the front page
- 3 (a) The sale includes those contents which are indicated on the attached list as included in the sale and the Buyer is to pay the contents price for them
(b) The sale excludes those fixtures which are at the property and are indicated on the list attached list (if any) as excluded from the sale
- 4 The Property is sold with vacant possession
- 5 Conditions 6.1.2 and 6.1.3 shall take effect as if the time specified in them were 1.00pm rather than 2.00pm
- 6 Neither party can rely on any representation made by the other, unless made in writing by the other or his conveyance, but this does not exclude liability for fraud or recklessness
7. a) The Board holds the Property as custodian trustees upon the model trusts for the time

being contained in Part III of Schedule 2 to the Methodist Church Act 1976 and the Managing Trustees are the managing trustees of the Property ascertained in accordance with the provisions of Part II of Schedule 2 to that Act.

b) All obligations on the part of the Seller in this Contract shall be construed as being obligations on the part of the Managing Trustees only and nothing in this Contract shall impose any personal or other liability on the Board as Custodian Trustees

c) In this Agreement references to the Managing Trustees shall include their successors in title from time to time ascertained in accordance with the provisions of part II of Schedule 2 to the Methodist Church Act 1976

8. The Property is held by the Board in trust for a non-exempt charity and the restrictions on disposition imposed by Sections 117 to 121 of the Charities Act 2011 apply to the Property (subject to Section 117(3))
9. The transfer to the Buyer shall be in the form attached
10. If the Buyer is a connected person for purposes of sections 117(2) and 118 of the Charities Act 2011 this Contract is conditional upon the grant of an order from the Charity Commission ('the Order') authorising the sale of the Property to the Buyer and the following provisions shall take effect;
 - 10.1 The Managing Trustees must use all reasonable endeavours do all acts and things necessary, at the Buyer's expense, and as expeditiously as reasonably possible to procure the grant of the Order as soon as possible
 - 10.2 The Managing Trustees shall supply a copy of the Order to the Buyer within 7 days of receiving it
 - 10.3 This Contract shall become unconditional on the date of the Order
 - 10.4 The Completion Date is 14 days after the date of the Order
 - 10.5 If the Order has not been issued before **26th July 2018** either party may at any time afterwards but before the date of the Order serve written notice on the other rescinding this Agreement and:
 - 10.5.1 the Managing Trustees shall then return the deposit to the Buyer with all interest earned on it, less all costs and disbursements incurred by the Managing Trustees in applying for the Order, whether or not the Order is granted
 - 10.5.2 the Buyer shall cancel any registration in any register protecting this Contract and neither party shall have any further claim against the other in respect of this Agreement.
 - 10.6 The Buyer shall indemnify the Board and the Managing Trustees against all costs and disbursements incurred by the Board and the Managing Trustees in applying for the Order, whether or not the Order is granted
 - 10.7 The Buyer will provide to the Seller or the Managing Trustees' Conveyancer information in its possession which is required by the Charity Commission to enable it to consider whether or not to make the Order or is required by the Seller to enable the Seller

to properly make the application for the Order, within 5 working days of receipt of a written request from the Seller or the Managing Trustees' Conveyancer for the same.

11. On completion the Buyer, shall in addition to the purchase price, reimburse the Seller's the sum of **£159.60** in respect of provision of a Local Authority Search.

Notices may be sent to:

Managing Trustees' conveyancers: **mfg** Solicitors LLP, 9 Corve Street Ludlow
Shropshire SY8 1DE - *DX 709052 Ludlow 3*
REF: SHR03937.0002

Buyer's conveyancers: