

Dated

18th March

2026

**PETER WILLIAM SIM, PATRICIA SIM AND GEORGE WILLIAM SIM**

and

**DACE ENVIRONMENTAL LIMITED**

**CONTRACT FOR THE SALE OF FREEHOLD LAND WITH VACANT  
POSSESSION**

at

land on the south east side of Steeds Lane, Kingsnorth, Kent and Brisley Lodge,  
Brisley Lane, Ruckinge, Kent



39 St Margaret's Street  
Canterbury  
Kent  
CT1 2TX

Tel: 01227 763939

Ref: DB/S10929/0001

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Formula B  
(as varied)  
D. Bridgland / D. Paxton  
17.07

THIS CONTRACT IS DATED [

18th March

] 2026

**PARTIES**


- (1) PETER WILLIAM SIM, PATRICIA SIM AND GEORGE WILLIAM SIM all of Brisley Lodge, Brisley Lane, Ruckinge, Ashford, Kent TN26 2PW (**Seller**);
- (2) DACE ENVIRONMENTAL LIMITED a company incorporated and registered in England and Wales 16349638 whose registered office is at Minstead Sandling Road, Saltwood, Hythe, Kent CT21 4HJ (**Buyer**).

**AGREED TERMS**

**1. Interpretation**

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

**1.1 Definitions:**

<b>Buyer's Conveyancer</b>	Keystone Law, 48 Chancery Lane, London WC2A 1JF (ref. D Paxton/DAC14.1).
<b>Completion Date</b>	[ 1st April 2026 ]
<b>Condition</b>	any one of the Part 1 Conditions.
<b>Contract Rate</b>	interest at 4% per annum above the base rate from time to time of National Westminster Bank plc.
<b>Deposit</b>	
<b>Electronic Payment</b>	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
<b>LPMPA 1994</b>	Law of Property (Miscellaneous Provisions) Act 1994.
<b>Option Agreement</b>	the form of option agreement annexed to this Contract at Appendix C.
<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 at Appendix A.
<b>Property</b>	the freehold property being ditches and adjoining land comprising part of the land at Steeds Lane, Kingsnorth, Kent and Brisley Lodge, Brisley Lane, Ruckinge, Kent forming part of the land registered at the Land Registry with title absolute under title numbers K594693 (part) and K204313 (part) as is

shown edged red on the Plan together with such estate, title, right and interest (if any) as the Seller may have in the Yellow Land.

**Purchase Price**



**Seller's Conveyancer** Furley Page LLP, 39 St Margaret's Street, Canterbury, Kent CT1 2TX (ref. DB/SI0929/0001).

**Seller's Legal Fees** the sum of £6,750.00 plus VAT and reasonable disbursements;

**Seller's Surveyor's Fees** the sum of £10,000.00 plus VAT and reasonable disbursements;

**Statement of Truth** the statement of truth in Land Registry form ST1 in the agreed form at Appendix D

**ST1 Plan** the plan annexed to the Statement of Truth

**VAT** value added tax or any equivalent tax chargeable in the UK.

**Written Replies** subject to clause 1.12, are any:

- (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 Contract by the Seller's Conveyancer to the Buyer's Conveyancer.

**Yellow Land** the land shown coloured yellow on the ST1 Plan.

**Yellow Land Transfer** the transfer of the Yellow Land in the agreed form at Appendix E

- 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 ALA short form pre-contract enquiries for bare land produced by Practical Law Company and include enquiries or replies so requested or given by email; and
- 1.12.2 pre-contract enquiries and replies that were sent or received by 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 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 9" of this Contract;
- 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 The Seller only has possessory title to the Yellow Land.
- 6.3 Conditions 7.1, 7.2, 7.3.1 and 7.4.2 do not apply to this Contract.

#### **7. Vacant possession**

The Property shall be sold with vacant possession on completion.

**8. Title guarantee**

- 8.1 Subject to clause 8.2, the Seller shall transfer the Property with full title guarantee except that the Seller shall give no title guarantee and no covenants for title (whether express or implied) in respect of the Yellow Land.
- 8.2 The covenants for title implied by the LPMPA 1994 are modified so that:
- 8.2.1 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:
- (a) make proper searches; or
  - (b) raise requisitions on title or on the results of the Buyer's searches; and
- 8.2.2 the covenant set out in section 3(3) of the LPMPA 1994 shall extend only to charges or incumbrances created by the Seller.
- 8.3 The Seller gives no title guarantee and no covenants for title, whether express or implied, for the Yellow Land.
- 8.4 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:
- 9.1.1 any matters contained or referred to in the entries or records made in registers maintained by HM Land Registry under title number K594693 as at 12:07:44 on 6 August 2025 and under title number K204313 at 11:41:11 on 6 November 2025;
- 9.1.2 any matters discoverable by inspection of the Property before the date of this Contract;
- 9.1.3 any matters which the Seller does not and could not reasonably know about;
- 9.1.4 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;
- 9.1.5 public requirements; and
- 9.1.6 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.

**10. Buyer's knowledge**

- 10.1 The Buyer is deemed to have full knowledge of:
- 10.1.1 the Seller's title to the Property; and
- 10.1.2 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.

## **11. Transfer**

11.1 The Transfer of the Property to the Buyer shall be in the agreed form annexed to this Contract at Appendix B

11.2 The Seller and the Buyer shall execute as a deed the Transfer in the form required by clause 11.1 in original and counterpart.

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

## **12. VAT**

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

12.2 Condition 2 does not apply to this Contract.

## **13. Completion**

13.1 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.

13.2 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.".

13.3 Condition 9.1.1 does not apply to this Contract.

13.4 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.

13.5 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".

13.6 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".

## **14. Buyer's acknowledgement of condition**

14.1 The Buyer acknowledges that:

14.1.1 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

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

**15. Registration of the transfer**

15.1 The Buyer shall:

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

15.1.2 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

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

**16. Option for Seller to purchase Property**

16.1 The Seller and the Buyer will enter into the Option Agreement on the date of actual completion of this Contract.

16.2 The Buyer consents to the entry of a unilateral notice against the Buyer's title to the Property at HM Land Registry following actual completion of this Contract in order to protect the option.

**17. The Yellow Land**

17.1 The Seller shall submit an application in its name to HM Land Registry to register the Yellow Land by submitting the Form FR1 and the Statement of Truth in the agreed forms in Appendix D and accompanied by the correct Land Registry fee ("the **Application**") within 5 Working Days of the date of this Contract.

17.2 The Seller shall keep the Buyer reasonably updated with any correspondence with HM Land Registry relating to the Application and shall use reasonable endeavours to reply to any Land Registry requisitions in respect of the Application without unreasonable delay and shall use reasonable endeavours to register the Yellow Land in its name.

17.3 Within 3 Working Days following HM Land Registry notifying the Seller of completion of the Application and registration of the Yellow Land with the Seller as the registered proprietor, the Seller shall notify the Buyer and the Seller shall issue an engrossment of the Yellow Land Transfer within a further 5 Working Days.

17.4 The parties shall enter into the Yellow Land Transfer for £1 on the date which is 10 Working Days from the date the Seller is notified by HM Land Registry of completion of the Application and registration of the Yellow Land in the name of the Seller (if the Land Registry completes the Application).

**18. Costs**

The Buyer shall pay the Seller's Legal Fees and the Seller's Surveyor's Fees to the Seller (or as the Seller shall reasonably direct) on the date of this Contract to the extent that they have not been paid already.

**19. Entire agreement**

19.1 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.

19.2 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:

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

19.2.2 contained in any Written Replies.

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

## **20. Joint and several liability**

20.1 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.

20.2 Condition 1.2 does not apply to this Contract.

## **21. Notices**

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

21.2 Any notice or document to be given or delivered under this Contract must be:

21.2.1 delivered by hand; or

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

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

21.3.1 to the Seller at the Seller's Conveyancer, quoting the reference DB/SI0929/0001;

21.3.2 to the Buyer at Minstead Sandling Road, Saltwood, Hythe, Kent CT21 4HJ

marked for the attention of: Ollie Davis

or at the Buyer's Conveyancer for the attention of David Paxton.

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

21.4 Any change of the details in clause 21.3 specified in accordance with that clause shall take effect for the party notified of the change at 9.00 am on the later of:

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

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

- 21.5 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.
- 21.6 Any notice or document given or delivered in accordance with clause 21.1, clause 21.2 21.2 and clause 21.3 21.3 shall be deemed to have been received:
- 21.6.1 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
- 21.6.2 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.
- 21.7 In proving delivery of a notice or document, it shall be sufficient to prove that:
- 21.7.1 a delivery receipt was signed or that the notice or document was left at the address; or
- 21.7.2 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.
- 21.8 A notice or document given or delivered under this Contract shall not be validly given or delivered if sent by email.
- 21.9 Condition 1.3 does not apply to this Contract.
- 21.10 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.

## **22. Third party rights**

- 22.1 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.
- 22.2 Condition 1.5 does not apply to this Contract.

## **23. 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.

## **24. 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 document has been executed and is delivered and takes effect on the date stated at the beginning of it.



## APPENDIX A - Plan

Land to the North of  
Brisley Lane, Upper  
Ruckinge



0 50 100 m



Scale 1:2500

**Legend**

- Scheme boundary
- Access routes

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