

Rider

In this Rider to the Agreement, the following expressions shall have the following meanings:

- **The Regulations:** the Health Protection (Coronavirus, Restrictions) (England) Regulations 2020 as amended by the Health Protection (Coronavirus, Restrictions) (England) (No. 4) Regulations 2020 and the Health Protection (Coronavirus, Restrictions) (All Tiers) (England) (Amendment) Regulations 2021, or in Wales the Health Protection (Coronavirus Restrictions) (No. 5) (Wales) Regulations 2020, as amended, the Coronavirus Act 2020 or any subsequent statutory amendment, modification or replacement thereof.
 - **Coronavirus:** severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).
 - **Delay Event:** any of the events set out in clause 1 below.
 - **Rescission Event:** any of the events set out in clause 6 below.
1. If the Buyer or Seller are unable to complete on the Completion Date, because one or more of the Delay Events set out in (a) to (d) below apply, then the Completion Date shall be deferred to a date fixed by agreement between the Seller and the Buyer (both acting reasonably in all circumstances), subject to clause 3 below.
 - a. the Buyer or Seller, or an occupier of The Property, is complying with or endeavouring to comply with the Regulations, or UK Government guidance, requirements or restrictions relating to Coronavirus;
 - b. essential services suppliers (e.g. removal services, HM Land Registry providing pre-completion searches, utility connections etc.) are complying with or endeavouring to comply with the Regulations, or UK Government guidance, requirements or restrictions relating to Coronavirus where their resulting actions or omissions prevent the Buyer or Seller effecting legal completion;
 - c. the UK financial system (or a relevant part of it) fails to deliver the balance of purchase monies to the Seller on completion as required to effect legal completion of this sale and purchase as a result of issues relating to Coronavirus;
 - d. any failure to deliver funds to the Buyer's conveyancer, as a result of issues relating to Coronavirus, by any institution (including HCA for Help to Buy) providing finance needed for the purposes of performing the Agreement.
 2. If a new Completion Date cannot be mutually agreed, the Completion Date shall become the date [x/xx] working days after the date on which the Delay Event ceases to apply PROVIDED THAT if the parties, acting reasonably, do not agree that the Delay Event has ceased to apply, then the completion date shall be the date [x/xx] working days after the Completion Date.
 3. If the Completion Date is deferred pursuant to the terms of this Agreement, it is hereby agreed that neither the Buyer nor Seller shall be in breach of the Agreement nor liable for any delay in performing, or failure to perform, any of its obligations thereunder. In particular (but not limited to) neither the Buyer nor the Seller shall be liable to pay any sums by way of interest or compensation to the other in respect of late completion and neither Buyer nor Seller may serve notice to complete during the period in which completion is deferred.
 4. The Seller and the Buyer will both use their reasonable endeavours to mitigate and minimise the extent of any delay arising from a Delay Event.

5. For the purposes of this Agreement, written confirmation (including email) from the conveyancer acting for the Seller and/or Buyer shall be deemed sufficient to establish an inability to complete because of a Delay Event.
6. In the event that at any time after the date hereof, as a direct or indirect result of issues relating to Coronavirus one of the following Rescission Events set out in (a) to (d) below, then either the Buyer or Seller may rescind this Agreement (by giving written notice (including email) to the other), in which case any deposit paid shall immediately be repaid by the Seller to the Buyer without interest and without deduction and the parties shall have no further liability to one another.
 - a. any financial institution (including the HCA for Help to Buy) providing finance upon which the Buyer relies for the purposes of performing their obligations under this contract withdraws the offer of finance (or amends the terms of such offer of finance such that the Buyer is unable to perform their obligations); or
 - b. the Buyer is no longer able to perform their obligations because a buyer on any related sale of the Buyer's own property rescinding their contract to buy the Buyer's own property ['Buyer's Related Contract'] either in circumstances that would satisfy the preceding subclause (a) above if they arose between the parties to this agreement or otherwise in accordance with the terms of the Buyer Related Contract; or
 - c. the Seller is no longer able to perform their obligations under this contract due to the Seller rescinding their contract to purchase a property ['Seller's Related Contract'] either in circumstances that would satisfy the preceding subclause (a) above if they arose between the parties to this agreement or otherwise in accordance with the terms of the Seller's Related Contract; or
 - d. the Buyer or Seller can no longer afford to proceed with this transaction because the funding arrangements for their purchase and/or sale are no longer available or the Stamp Duty Land Tax concession announced by HM Treasury on 8 July 2020 and/or the Land Transaction Tax concession announced in Wales on 14 July 2020 will no longer apply to their purchase and/or sale.
7. If due to a Delay Event or Rescission Event, the Buyer or the Seller is unable to complete within [x/xx] days/weeks/months of the first notified Delay Event or Rescission Event, then either the Buyer or the Seller may rescind this contract at any time after that date. In which case any deposit paid shall immediately be repaid by the Seller to the Buyer without interest and without deduction and the parties shall have no further liability to one another.

Disclaimer

While every effort has been made to ensure the effectiveness of this clause, it does not constitute legal advice and cannot be relied upon as such. The organisations who have contributed to drafting do not accept any responsibility for liabilities arising as a result of reliance upon the information given.