

**AGREEMENT**

(Incorporating the Common Auction Conditions (4<sup>th</sup> Edition))

**Agreement date** :  
**Seller** : Stephen Andrew Wolfe and Alison Jane Wolfe of  
The Spinney, 4 Station Road, Neston, Cheshire CH64 9QJ  
**Buyer** :  
**Property** : All that Freehold property and land known as 121 King  
Street, Wallasey, Wirral CH44 0BZ as referred to in the  
Title Number recited below  
**Title Number** : CH39434  
**Incumbrances on the Property** : Entry 1 of the Charges Register as recorded in the Official  
Copy of the Register of Title dated 27 October 2021 timed  
at 10:50:18  
**Title Guarantee** : Full  
**Completion date** : 7 January 2022  
**Contract rate** : 5% above the base rate of National Westminster Bank plc  
**Purchase price** : £  
**Deposit** : £  
**Amount payable for chattels** : £  
**Balance** : £

The 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. This Agreement incorporates the Common Auctions Conditions (4<sup>th</sup> Edition) which are annexed to this Agreement. Where there is a conflict between those Conditions and this Agreement, this Agreement prevails.
2. In this Agreement where the context so admits words importing the singular number only include the plural number and vice versa, words importing one gender shall be construed as importing any other gender, words importing persons shall be construed as importing a corporate body and/or partnership and vice versa, and obligations undertaken by two or more persons are joint and several obligations.
3. The Property is sold subject to and with the benefit of so far as the same affect the Property:-
  - 3.1 the Incumbrances on the Property and the Buyer shall be deemed to purchase with full knowledge of them. The Buyer will raise no requisitions on the Incumbrances
  - 3.2 all local land charges whether registered on or after the date hereof and to all other matters capable of registration as local land charges whether registered or not
  - 3.3 all notices served and orders demands proposals or requirements made by any local or public authority whether before or after the date hereof
  - 3.4 all actual or proposed orders directions notices charges restrictions conditions agreements or other matters arising under the Town and Country Planning Acts.
4. Subject to the terms of this Agreement and the said Common Auction Conditions the Seller will transfer the Property with the title guarantee specified on the front page and the Transfer Deed will contain and be subject to the following:-
  - (a) for the purposes of Section 3(1) and 3(2) of the Law of Property (Miscellaneous Provisions ) Act 1994, the covenants implied therein apply only the charges or encumbrances created by the Seller
  - (b) for the purpose of Section 6(2)(a) of the said Act all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Buyer.
5. The Property is sold subject to the following tenancies:-
  - Flat 1 - The Tenancy Agreement dated 7 January 2020 and made between the Seller and Sharon Farrington.
  - Flat 2 – The Tenancy Agreement dated 27 May 2015 and made between the Seller and Lee Anthony Rushworth.
  - Flat 3 – The Tenancy Agreement dated 4 July 2019 and made between the Seller and David Rushworth and Margaret Warrington.
6. In the event of the Buyer requiring access to the Property between exchange and completion, the Buyer shall provide the Seller with a detailed description of the reason for such access. Access will be granted at the sole discretion of the Seller, subject to the Buyer entering into and providing a signed key undertaking such undertaking to be drafted and provided by the Seller's Solicitor and subject to the Buyer meeting the Seller's Solicitors costs of £250.00 plus VAT in relation to the drafting of the said key undertaking.
7. The Buyer hereby acknowledges that:-
  - 7.1 he has inspected the Property and buys the same with full knowledge of its actual state and condition and shall take the Property as it stands and the Buyer admits that he enters into this Agreement solely on the basis of his own inspection
  - 7.2 no statement or representation which may have previously been made on or behalf of the Seller to the Buyer or anyone acting on the Buyer's behalf whether orally or in writing induced the Buyer to enter into this Agreement save and except for replies provided by the Seller's Solicitors to any enquiries raised by the Buyer's Solicitors and the Seller's replies contained within the Protocol forms, and in light of the decision in the case of Williams Sindall v Cambridgeshire County Council 1994, any replies provided by the Seller or the Seller's Solicitors stating that either the "Seller is not aware", "the Seller does not know", "Not known" or any similar responses having the same or similar meaning are deemed and acknowledged by the Buyer to have been made by the Seller without recourse to any further enquiry or investigation by the Seller or the Seller's Solicitor and those replies are provided by the Seller to the best of their knowledge and belief

7.3 any such statement or representation referred to above in this Special Condition 7 do not form part of this Agreement.

8. If completion does not take place on the completion date through no fault of the Seller then:-

8.1 in the event of the Seller's solicitors serving the Buyer or his solicitors with Notice to Complete in accordance with Condition 7 the Buyer shall in addition to the balance of the purchase monies hereby contracted to be paid together with all other sums properly payable under the terms of this contract contribute the sum of £250.00 plus value added tax towards the Seller's solicitors' costs in the preparation and service of such Notice to Complete and other incidental work, and the Buyer shall have the same rights in the event of default by the Seller

8.2 the Buyer will reimburse the Seller in respect of any losses arising out of the delayed completion including interest payable by the Seller in connection with any related purchase interest and bank charges in connection with any bridging loan additional removal fees additional legal fees and any other costs and expenses whatsoever.

9. The Seller shall be under no obligation to transfer the Property other than to the Buyer and the Buyer is not entitled to assign the benefit of this Agreement unless the Seller provides their prior written consent to such assignment.

10. The provisions of this Agreement in so far as they remain to be performed or were intended to survive completion shall remain in full force and effect notwithstanding completion or the passing of the completion date.

11. Unless expressly stated in this Agreement there is nothing contained in this Agreement which confers any rights on any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

12. The Seller shall under no circumstances be liable for the state and condition of the Property or loss or damage or injury of any kind whatsoever arising from any defect in the property and all warranties conditions and stipulations whatsoever on the part of the Seller as to the state and condition of the Property are hereby excluded.

13. The Transfer Deed shall include the following provisions:

(a) a covenant by the Buyer to the Seller to indemnify the Seller against all and any liability arising from any breach or non-observance of any covenants referred to in the Charges Register of the Official copy of register of title in respect of which the Seller may remain liable after completion.

(b) in the case of Leasehold property, the following: "The Transferee declares that Section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 is modified so that the Transferor is not liable for any subsisting breach of a condition or tenant's obligation relating to the physical state of the Property which renders the Lease liable for forfeiture"

(c) If the Seller is a Trustee, the following: "The covenant implied into this transfer by Section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any charge, encumbrance or other right/matter which the Transferor does not know about or could not reasonably be expected to know about and for the avoidance of doubt the Property shall be sold subject to any matter being an interest falling within Schedule 3 of the Land Registration Act 2002 or (if the seller's title is not registered) being an unregistered interest falling within Schedule 1 of the Land Registration Act 2002".

14. The Buyer will pay on the Completion Date the sum of £104.20 in addition to the Purchase Price in respect of the Local Search provided by the Seller and the Seller's Conveyancer's legal fees of £725.00 plus VAT.

15. The Buyer will on exchange pay the sum of £1,000.00 plus VAT in respect of Smith & Sons administration fee.

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**Seller's solicitors** : Messrs A. Halsall & Co, DX 17853, BIRKENHEAD  
Ref: CGH/ Wolfe/W1548.5

**Buyer's solicitors** :