

SPECIAL CONDITIONS

Relating to:

138A Seaview Road, Wallasey, CH45 4PE

VC|LAW
Business & Property Solicitors

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SPECIAL CONDITIONS

- 1) In the event of any conflict between the General Conditions and these Special Conditions then these Special Conditions shall prevail
- 2) The "Seller's Solicitors" are VC Law Ltd, 56 Tithebarn Street, Liverpool, L2 2SR.
- 3) The "Property" is the leasehold property known as 138A Seaview Road, Wallasey, CH45 4PE registered at the HM Land Registry under title number MS333592.
- 4) The "Seller" is Nathan Stuart Amey.
- 5) The "General Conditions" means the Common Auction Conditions (4th Edition 2018) and any Extra General Conditions and a reference in those conditions to "General Condition" means the respective condition in the General Conditions.
- 6) The "Extra General Conditions" means the Auctioneers' extra general conditions of sale contained or referred to in the General Conditions the auction catalogue in which the Property is included any addendum thereto or otherwise notified by the Auctioneers to prospective buyers of the Property and a reference in these conditions to an "Extra General Condition" means the respective condition in the Extra General Conditions.
- 7) The "Special Conditions" means the conditions set out herein.
- 8) The "Buyer" means the buyer specified in the Auctioneers' memorandum of sale.
- 9) The title to the Property being available for inspection at the Auctioneers' offices prior to the Auction the Buyer shall be deemed to have full knowledge thereof.
- 10) The "Auctioneers" are Smith and Sons Property Consultants of 51/52 Hamilton Square, Birkenhead, CH41 5BN
- 11) In the event that due to the Buyer's failure to complete on the Agreed Completion Date the Seller's Solicitors serve a notice to complete under General Condition G7.1 the Buyer shall pay on completion (in addition to the balance of the purchase monies and any other sums due to the Seller together with interest thereon) the sum of £250.00 plus VAT towards the Seller's legal costs of and incidental to the preparation and service of the said notice and re-calculation of the amount payable on completion
- 12) Common Auction Condition G7.1 is varied to reflect that completion must take place within 5 business days from Notice to Complete being served (excluding the date on which the Notice is given)
- 13) The Buyer shall pay to the Seller by way of reimbursement on the Agreed Completion Date the amount (if any) which the Seller has incurred or will incur in obtaining the following relating to the Property whether or not the Buyer has itself incurred costs in relation to such matters:
 - a) Official Copy entries and official plan; and
 - b) Any other search relating to the Property for which the seller has incurred costs in obtaining including any arrangement fees, whether or not those searches are available at the date of the auction;

- c) The Seller's Legal Costs in the sum of £995.00 plus VAT; and
 - d) The cost and commission (including VAT) of the Auctioneers in connection with the Sale of the Property.
- 14) Completion of the sale and purchase of the Property the subject of this Agreement shall not be deemed to have taken place until the Buyer has paid to the Seller all monies due under this Agreement and the terms and conditions of this Agreement shall not be divisible but be deemed to be one entire Agreement
- 15) The Property is sold with vacant possession provided that the Seller shall not be obliged to remove any items by the nature of chattels and/or fixtures and fittings and/or rubbish and/or refuse and/or security shuttering fixed to the interior or exterior of any part the Property.
- 16) The Seller will sell such rights, title and interest as the Seller has in the Property subject to all encumbrances **including** (but not limited to):
- a) any matters specified in this contract;
 - b) any matters, other than financial charges, contained or referred to in the entries or records made in registers maintained by the Land Registry as at completion under the title registers of the Property
 - c) any matters discoverable by inspection of the Property before the date of this contract;
 - d) any matters which the Seller does not know about;
 - e) any matters, other than financial charges, disclosed or which would have been disclosed by the searches and enquiries which a prudent Buyer would have made before entering into this contract;
 - f) public requirements;
 - g) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002;
 - h) all local land charges, whether registered or not before the date of this contract, and all matters capable of registration as local land charges, whether or not actually so registered;
 - i) all notices, orders, demands, proposals or requirements made by any local public or other competent authority whether before or after completion;
 - j) all actual or proposed charges, notices, orders, restrictions, agreements, conditions, contraventions or other matters arising under the enactments relating to town and country planning;
 - k) all easements, quasi-easements, rights, exceptions or other similar matters, whether or not apparent on inspection or disclosed in any of the documents referred to in this contract;
 - l) all matters now recorded in registers open to public inspection; and
 - m) any rights of way, occupation, drainage, sewerage, telephone and telegraphic services, watercourses, light or other easements, or quasi or reputed easements, and rights of adjoining owners affecting the Property, and any liability to repair or covenants to repair roads, pavements, paths, ways, passages, sewers, drains, gutters, fences and other like matters, without obligation on the Seller to provide evidence of the creation of, or to define or apportion, the liability and whether or not apparent on inspection or disclosed in any of the documents referred to in this contract;
 - n) any matters disclosed to the Buyer;
 - o) any matters, other than financial charges, known to the Buyer;
 - p) any disputes relating to the Property; and
 - q) Any third party rights.
- 17) The covenants for title which are implied herein by virtue of the Seller transferring the Property with full title guarantee are modified so that:

- a) the covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 (the "1994 Act") will not extend to costs arising from the Buyer's failure to:
 - i) make proper searches; or
 - ii) raise requisitions on title or on the results of the Buyer's searches before the date of this Agreement; and
 - b) the covenant set out in Section 3(3) of the 1994 Act will extend only to charges or encumbrances created by the Seller
- 18) If the Buyer requires an indemnity insurance policy it is the Buyer's responsibility to obtain it and pay all the costs for the same. The Buyer shall be deemed to purchase with full notice of this condition and shall raise no objection or requisition in respect thereof nor delay or fail to complete by virtue of the absence of an indemnity insurance policy
- 19) With effect from the date of this Agreement the Property is at the Buyer's risk and the Seller is under no obligation to the Buyer to insure the Property and General Condition G3 shall not apply
- 20) No damage to or destruction of the Property nor any deterioration in its condition however caused will entitle the Buyer either to any reduction of the Price or to refuse to complete or to delay completion
- 21) The Buyer will be deemed to have established and to have satisfied itself in all respects as to the past and present permitted use of the Property and each and every part thereof and all other relevant information on planning and related matters and shall be deemed to purchase with full knowledge thereof and shall raise no objection or requisition with regard thereto
- 22) The transfer to the Buyer (the "Transfer") will contain:
- a) a declaration as to the title guarantee with which the transfer is made as stated in this Agreement;
 - b) a statement that the covenant set out in Section 2(1)(b) of the 1994 Act will not extend to costs arising from the Buyer's failure to make proper searches or to raise requisitions on title or on the results of the Buyer's searches;
 - c) a statement that the covenants set out in Section 3 of the 1994 Act shall extend only to charges or encumbrances created by the Seller;
 - d) a provision that the disposition effected by the Transfer is made subject to all the matters to which this Agreement is made subject as set out in General Condition G1.4; and
 - e) a provision that all matters recorded at the date of the Transfer in registers open to public inspection are deemed to be within the actual knowledge of the Buyer for the purposes of Section 6(2)(a) of the 1994 Act notwithstanding Section 6(3) of that Act
- 23) In the Transfer the Buyer will covenant in favour of the Seller to observe and perform the agreements restrictions covenants and conditions (save for financial charges) contained or referred to in the property and charges registers relating to the Property at the Land Registry insofar as they are subsisting and capable of taking effect and to indemnify the Seller against any breach non-performance or non-observance thereof

- 24) All amounts payable under this Agreement are exclusive of VAT unless otherwise stated. If for any reason HM Revenue & Customs require VAT to be accounted for by the Seller on the whole or any part of the purchase price then the VAT chargeable by the Seller to the Buyer shall be paid within two clear working days of delivery of a VAT invoice by the Seller. The Buyer shall indemnify and keep indemnified the Seller against the payment of such VAT and against any penalty and interest charges incurred by the Seller to HM Revenue and Customs in relation to such VAT
- 25) The deposit payable under the terms of this Agreement is to be held as agent for the Seller
- 26) This Agreement and the documents annexed to it constitute the entire agreement and understanding of the parties and supersede any previous agreement between them relating to the subject matter of this Agreement
- 27) This Agreement may only be varied in writing signed by or on behalf of both the parties
- 28) The Buyer acknowledges and agrees that in entering into this Agreement it does not rely on and shall have no remedy in respect of any statement representation warranty collateral agreement or other assurance (whether made negligently or innocently) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement or the documents annexed to it or in any written replies to standard form enquiries which the Seller's Solicitors have made available for inspection at the Auctioneers' offices prior to the Auction
- 29) In the case of Leasehold Property:-
- a) The seller shall not be required to provide any management information.
 - b) the Sellers shall not be required to provide evidence of the payment of the ground rent or service charges nor supply evidence of buildings insurance cover and the Buyer takes the property subject to any arrears of service charge and/or ground rent.
 - c) where the Lease calls for a Licence to Assign and/or Deed of Covenant the same shall be applied for by the Buyer at their expense and the said request of such Licence shall not in any circumstances entitle the Buyer to delay completion.
 - d) If there is a restriction in the proprietorship register to which the Property is sold subject it is the Buyer's responsibility to ensure compliance with this and pay the required fee.