

**SPECIAL CONDITIONS OF SALE
TO BE ATTACHED TO THE
MEMORANDUM OF SALE**

Relating to

The freehold property known as 20 Market Street, Wirral, CH47 2AE

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SPECIAL CONDITIONS OF SALE

RELATING TO

The freehold property known as 20 Market Street, Wirral, CH47 2AE

1. Definitions

“Auction Agents”	Smith and Sons Partnership of 51/52 Hamilton Square, Birkenhead, CH41 5BN in their capacity as auction agents for the Vendor
“Bank”	means Barclays Bank PLC 5-7 Red Lion Street Norwich NR1 3QH
“Completion”	05.01.2024 or earlier by prior agreement between the parties
“Freehold Transfer”	the deed of transfer in Form TR1 included with the auction pack for the Purchaser to acquire the freehold of the Property
“Lease”	The Lease dated 12.04.2013 and made between the Vendor (1) and Paul Andrew Doughty (2).
“Memorandum of Sale”	the memorandum of sale relating to the sale and purchase of the Property to which these special conditions are attached
“Property”	all that freehold property known as 20 Market Street, Wirral, CH47 2AE
“Purchaser”	the party identified as the buyer of the Property in the Memorandum of Sale
“Purchase Price”	means the price agreed to be paid for the Property by the Purchaser at the auction as set out in the Memorandum of Sale
“Standard Conditions”	Common Auction Conditions (3rd Edition August 2009).
“VAT”	Value Added Tax or any equivalent tax which may at any time be imposed in substitution or in addition

“Vendor”	Juliet Eva Broster by her attorneys Anne Beckett-Allen and Simon Beckett-Allen
“Vendor’s Solicitor”	Katy Dickinson of Fosters Solicitors LLP, William House, 19 Bank Plain, Norwich, NR2 4FS

2. Sale of the Property

- 2.1 The Vendor shall sell and the Purchaser shall purchase the Property for the Purchase Price and the balance of the Purchase Price shall be payable by the Purchaser to the Vendor on completion.
- 2.2 The Deposit is to be 10% of the purchase price if bought by proxy or telephone bid or £10,000 if bought online and shall be held by the auctioneer as stakeholder for the Vendor.

3. Title

- 3.1 The Property is registered with absolute title under title number MS215861.
- 3.2 The Purchaser:
- 3.2.1 acknowledges that good title to the Property has been deduced;
 - 3.2.2 shall be deemed to buy the Property with full knowledge of all documents and information so supplied; and
 - 3.2.3 shall not be entitled to raise any objection or requisition in respect of such documents and such information.

4. Capacity

The Vendor sells the Property with limited title guarantee.

5. Matters affecting the Property

The Property is sold subject to and with the benefit of the following matters and the Purchaser shall not raise any requisitions in regard thereto:

- 5.1. the matters (if any) contained mentioned or referred to in the said title documents (all copy documents referred to in the title have been included with the auction pack);

- 5.2. the rights restrictions and covenants contained in the Freehold Transfer;
- 5.3. the Freehold Transfer will be in the form supplied, subject to the entry of the Purchaser's details prior to Completion;
- 5.4. all rights of way and light support water drainage and other rights easements profits quasi-easements liabilities wayleaves charges and public or private rights whatsoever and to any liability to repair or to contribute to the repair of roads driveways passageways sewers drains fences and other like matters and to all incumbrances of whatsoever nature without any obligation on the part of the Vendor to define the same;
- 5.5. all wayleaves licences agreements leases and tenancies affecting the Property including all present and subsisting occupational interests (howsoever arising) without any obligation on the part of the Vendor to define the same or identify the occupiers or the nature of their respective interests in the Property;
- 5.6. all local land charges (whether or not registered before the date of the Memorandum of Sale or these special conditions) and all matters affecting the Property which are capable of registration as local land charges whether or not so registered;
- 5.7. all notices served and orders demands proposals or requirements made by any local public or other competent authority (whether before or after the date of this contract);
- 5.8. all actual or proposed restrictions conditions charges agreements regulations or other liabilities arising under the legislation from time to time in force relating to town and country planning; and
- 5.9. any unregistered interest with overriding status (as set out in Schedules 1, 3 and 12 of the Land Registration Act 2002) affecting the Property and all matters which either are revealed or would reasonably have expected to be revealed by inspection and by the searches and enquiries usually made by a prudent purchaser.

6 Possession

- 6.1 The Vendor will sell subject to the Lease and any underleases and the Purchaser will not raise any requisition or objection in this regard.
- 6.2 The Purchaser acknowledges the existence of the option to purchase contained within the Lease but notes that the current tenant under the Lease has signed a waiver (copy enclosed with these conditions) in this regard and the Purchaser cannot therefore raise any objection or requisition in this regard.

7 Exclusion Clauses

The Purchaser acknowledges that:

- 7.1 before the date of the Memorandum of Sale the Purchaser had made all the searches enquiries and inspections which a prudent buyer/tenant would make and the Purchaser purchases the Property subject to anything which those searches enquiries and inspections did reveal or would have revealed to the Purchaser;
- 7.2 the Purchaser has not relied upon any representation whether written oral or implied made by or on behalf of the Vendor;
- 7.3 the terms and conditions of the Memorandum of Sale and these special conditions and the exclusions and limitations contained in the same are fair and reasonable having regard to the following:
 - 7.3.1 that the Purchaser has relied solely upon the Purchaser's own opinion and/or professional advice concerning the Property its quality state condition description fitness and/or suitability for any purpose the possibility that it may have defects not apparent on inspection and examination and the use it intends or proposes to put them to;
 - 7.3.2 that the Purchaser has agreed to purchase the Property in its present state and condition for a consideration which takes into account the risk to the Purchaser represented by the parties' belief that the said exclusions and limitations are or would be recognised by the courts;
- 7.4 the searches supplied by the Auction Agents are not to be treated as a warranty from the Vendor, the Auction Agents, or the Vendor's Solicitor, and if in doubt the Purchaser should conduct their own enquiries to satisfy themselves before proceeding.

8 Restrictions on Transfer

The Vendor shall not be required to transfer the Property to any person or party other than the Purchaser nor in more than one lot nor at more than the Purchase Price under the terms of the Memorandum of Sale or these special conditions nor at a price divided between different parts of the Property and on completion the Purchaser will enter into the Freehold Transfer.

9 Standard Conditions

- 9.1 Except in so far as they are varied by the modifications set out in clause 9.2 or inconsistent with the express provisions of these special conditions the Standard Conditions are incorporated (and shall be deemed incorporated for the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989) in these special conditions.

9.2 The modifications to the Standard Conditions are as follows:

9.2.1 for the purposes of an Approved Financial Institution, any bank used must be within the United Kingdom; and

9.2.2 for the purposes of the Interest Rate, the contract rate is 5% above the base rate of lending from time to time of Barclays Bank PLC.

10 Costs and Charges

10.1 On exchange the Buyer will pay to the Auction Agents an administration charge of £1,000 + VAT.

10.3 In the event that the Buyer fails to complete on the Completion Date and the Vendor serves notice to complete, the Buyer shall pay the Vendor's solicitor's costs in connection with service of a Notice to Complete and additional legal work in the sum of £500 + VAT. A notice to complete is validly given if sent by email and is treated as being received one hour after dispatch.

11 VAT

All amounts payable for the Property pursuant to the Memorandum of Sale and these special conditions are exclusive of VAT unless otherwise stated. The parties believe that VAT is not payable under these special conditions. If for any reason HM Revenue & Customs require VAT to be accounted for by the Vendor on the whole or any part of the Purchase Price then the VAT chargeable by the Vendor to the Purchaser shall be paid within 2 clear working days of delivery of a VAT invoice by the Vendor. The Purchaser shall indemnify and keep indemnified the Vendor and the Receivers and each of them against the payment of such VAT and against any penalty and interest charges incurred by the Vendor or the Receivers to HM Revenue & Customs in relation to such VAT.

12 General

12.1 These special conditions constitute the entire agreement between the parties and there are no undertakings, warranties or obligations of any kind except as referred to in these special conditions. Any subsequent variations or amendments shall only be valid if signed by or on behalf of all parties to these special conditions.

12.2 No waiver by the Vendor of any breach of non-observance by the Purchaser of any provision of these special conditions shall be deemed to be a waiver of any subsequent or other breach of that or any other provision of these special conditions and any forbearance and delay by the Vendor in exercising any of its rights hereunder shall not be construed as a waiver thereof.

12.3 To the extent that any obligations under these special conditions shall not have been fully observed or performed on completion of the sale and purchase hereby agreed it

shall remain in full force and effect for a period of 21 years from the date of these special conditions.

- 12.4 The construction validity and performance of these special conditions shall be governed by English law and the parties irrevocably submit to the jurisdiction of the English courts.
- 12.5 The headings to the clauses of these special conditions are for convenience only and shall not affect the meaning or construction of anything contained in these special conditions.
- 12.6 These special conditions shall as to any of its provisions remaining to be performed or capable of having effect following completion of the sale and purchase herein contained remain in full force and effect notwithstanding completion of the sale and purchase hereby agreed.
- 12.7 These special conditions shall prevail if there is any inconsistency or conflict with the Standard Conditions or the Auction Agents' general conditions of sale and there are no undertakings warranties or obligations of any kind except as referred to in these special conditions. Any subsequent variations or amendments shall only be valid if signed by or on behalf of all parties to these special conditions.
- 12.8 A person who is not party to these special conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these special conditions. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 12.9 The Vendor gives no warranty that planning consent for any development of the Property will be granted at any time. The acreage of the Property is approximate and no warranty is given by the Vendor.

Schedule of Documents in Auction Pack

- TR1
- Freehold and leasehold title documents
- Lease
- Licence to assign
- Death Certificate for Ralph Broster
- EPC
- Waiver for Option to Purchase

The Vendor's solicitors reserve the right to amend and update these Special Conditions and the documents enclosed with them up to 16:00 on 05.12.23.