

## **SPECIAL CONDITIONS OF SALE**

259 Poulton Road, Wallasey CH44 4BT

1. "The Seller" means: Michael D'Arcy and Donna Lena D'Arcy
2. "The Seller Solicitors" means Haworth and Gallagher 37/39 Wallasey Road Wallasey CH45 4NN.
3. "The Lot" means 259 Poulton Road, Wallasey, Merseyside CH44 4BT being registered with Title Absolute under Title Number CH85816.
4. "The Completion Date" is 9<sup>th</sup> August 2023.
5. The property is sold with Vacant Possession
6. The property is sold with Full Title Guarantee.
7. The deposit will be 10% of the Purchase Price if purchased by proxy or phone bid or £10,000.00 if purchased online.
8. A copy of the official copy entries for the Title being available prior to exchange of contracts the Purchaser shall be deemed to purchase with full knowledge thereof and shall raise no requisitions thereon or objections to the title of the property.
9. The Sale to the Buyer is strictly on the basis that he has relied solely on his own inspection of the Property and upon examination of the documents of title provided prior to making any bid for the Property.
10. If due to default by the Buyer completion is delayed and the Seller gives Notice to Complete then the Buyers shall forthwith pay the seller the amount of the Seller's Solicitors costs associated with the Notice to Complete which are hereby agreed at £125.00 plus VAT.
11. Should completion take place after the contractual completion date a daily interest rate set at 5% above the base rate of Royal Bank of Scotland from time to time in force shall be payable on the outstanding monies due.
12. The Buyer will on completion pay to the Seller the sum of £73.00 in reimbursement of the Local Search Fee.
13. The Buyer will on exchange of contracts pay to the Auctioneers an administration fee of £1,000.00 plus VAT.
14. In the event of there being any conflict between the Fourth Edition Common Auction Conditions and these Special Conditions then these Special Conditions shall prevail.

15. 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.