
CONTRACT

Date :

Seller : **Christine Mary Strong of 16 Stanchester Way, Curry Rivel, Langport, TA10 0PS**

Buyer :

Auctioneers : **Smith and Sons, 51-52 Hamilton Square, Birkenhead, Wirrel, Merseyside CH41 5BN**

Property freehold : **All that freehold property situate and known as 33 Oriel Road, Birkenhead, CH42 5PB**

Title number : **MS50644**

Specified incumbrances : **All matters (other than entries of a financial nature) contained or referred to in the Property and Charges Registers of the above title as disclosed by office copies dated 8th February 2022 at 09:21:02**

Title guarantee : **Full Title Guarantee**

Completion Date : **8th June 2022**

Contract rate : **Law Society's Interest Rate**

Purchase Price : **means the amount of the successful bid
£**

Deposit : **At the close of the sale, the Buyer is to pay to the Auctioneers the Deposit as specified herein**

Balance : **£**

The Seller will sell and the Buyer will buy the Property for the Purchase Price.

Warning	Signed
This is a formal document, designed to create legal rights and legal obligations. Take advice before using it.	Seller/Buyer

Special Conditions of Sale

1. (a) This Contract incorporates the Common Auction Conditions (4th Edition)(“the Conditions”). Where there is a conflict between those Conditions and this Contract, this Contract prevails.
(b) The terms used in this Contract have the same meaning when used in the Conditions.
2. (a) VAT is not payable as the transaction is exempt (see conditions G14 and 15)
(b) No capital allowances are available (see condition G16)
(c) There are no maintenance agreements (see condition G17)
(d) Condition G21 does not apply
(e) There are no available warranties (see condition G25)
3. **Memorandum**
The buyer shall at the close of the sale sign the memorandum in the form annexed to these Special Conditions of Sale.
4. **Deposit**
General Conditions A.5.5a shall be deemed to be deleted and replaced by the following: -
A.5.5a The Deposit:
(a) must be paid to the Auctioneers by cheque or by bankers draft drawn on a UK clearing bank or building society or by such other means of payment as they may accept.)
(b) is to be held as stakeholders
(c) the minimum Deposit accepted by the Auctioneers will be 10% of the Purchase Price unless the Buyer bids online when the minimum Deposit accepted will be £10,000.
5. **Buyer’s Administration Fee**
The Buyer will pay an Administration Fee of £1000 plus VAT (£1200 including VAT @ 20%) to the Auctioneers upon exchange of contracts.
6. **Searches**
On the Completion Date the Buyer shall pay to the Seller in addition to the purchase price the costs of £310.79 incurred by the Seller in obtaining the searches included in the Auction Pack.
7. **Possession**
The Property is sold with vacant possession on completion as seen at the date hereof and no Form TA10 Fittings and Contents Form will be supplied.

8. **Title**

8.1 The Title is registered

8.2 Title having been available for inspection at the Offices of the Auctioneers and the Seller's Solicitors and also in the auction room before the auction the Buyer shall be deemed to have accepted the same and shall not be entitled to raise any requisition on or objections to that title.

8.3 The Property is sold with Full Title Guarantee

8.4 The transfer to the Buyer will be in the form of the draft attached.

9. **Matters Affecting the Property**

9.1 The Property is sold subject to and (where appropriate) with the benefit of the provisions and matters contained or referred to in the Register as at 8th February 2022 at 09:21:02

9.2 Copies of the title documents having been made available at the offices of the Auctioneer and of the Seller's Solicitors for a minimum of seven days before the auction during normal office hours and also in the auction room before the auction the Buyer whether he inspects them or not shall be deemed to purchase with full knowledge of them and shall not raise any requisition on or objection to them or any of the matters referred to in special condition 9.3

9.3 The Property is sold subject to: -

9.3.1 all local land charges whether or not registered before the date hereof and all matters capable of registration as local land charges whether or not actually so registered

9.3.2 all notices served and orders demands requirements or proposals made by any local public or other competent authority whether before or after the date hereof

9.3.3 all actual or proposed charges notices orders restrictions agreements conditions contraventions or other matters arising under the enactments relating to town and country planning

9.3.4 all actual or proposed charges notices orders restrictions agreements contraventions or other matters arising under any statute

9.3.5 all matters discoverable by inspection of the Property prior to the Auction

9.3.6. all matters disclosed or which be disclosed by any searches or as a result of enquiries made by or for the Buyer or which a prudent Buyer ought to make

9.3.7 unregistered interests which override registered dispositions listed in the Land Registration Act 2002 Schedule 3 (as amended)

10. The Buyer admits that: -
- 10.1 he has agreed to buy the Property solely as a result of his own inspection of the Property and on the basis of the terms of these Conditions and not in reliance on any representation or warranty either written or oral or implied made by or on behalf of the Seller (save for any representation or warranty contained in written replies given by the Seller's Solicitors to any preliminary enquiries raised by the Buyers or the Buyers solicitors which were not capable of independent verification by the Buyer or the Buyers' Solicitors). This condition shall not merge or be extinguished upon completion.
11. **Third Party Rights**
Nothing in the Contract is intended to confer on any person any right to enforce any term of this Contract which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
12. **Notice to Complete**
Where due to either party's failure completion does not occur on the Completion Date the party in default shall pay on completion (in addition to the balance of the purchase monies and any other sums due to the other party together with interest thereon) the sum of £100 plus VAT towards the other parties legal costs.

Seller's conveyancer's name: Adrian Stables Solicitors, Westover Chambers, Westover, Langport, TA10 9RB

Buyer's conveyancer's name: