

AGREEMENT

(Incorporating the Common Auction Conditions (Edition 3))

Agreement date : 2020

Seller : JOHN HOWARD WILLIAMS and CAROLINE LOUISE
WILLIAMS c/o 41 Greasby Road, Greasby, Wirral, CH41 3NF

Buyer :

Property : ALL THAT freehold land and premises situate and known as 47 Shore Drive, Wirral in the County of Merseyside which is more particularly described in the registers of the title mentioned below

Title Number : MS574712

Incumbrances on the Property: Any covenants and provisions contained or referred to in the registers of the said title (except financial charges)

Title Guarantee : Full title guarantee

Completion date : 2020

Contract rate : 5% above the base rate of National Westminster Bank plc

Purchase price : £

Deposit : £

Amount payable for chattels : £

Balance : £ + as payable under Special Conditions

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 (Edition 3). 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, and without obligation on the part of the Seller to define the same:-

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.

3.5 all third-party occupation and other rights and all matters discoverable on inspection

3.6 all matters which are unregistered interests which override registered dispositions by virtue of the Land Registration Act 2002

and the Buyer is deemed to have purchased with full knowledge of all matters referred to above and shall raise no objection or requisition in relation to any such matter.

4. Subject to the terms of this Agreement and the said Standard 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) in relation to Section 3 the Seller shall not be liable for any statutory encumbrances

(c) 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 existing tenancy of which particulars have been made available prior to the date of this Agreement, and as seen, and no Fitting and Contents form is hereby supplied. No delay in dealing with transfer arrangements relating to the tenancy or any deposit held shall entitle the Buyer to postpone completion or to any compensation therefor.

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 £150 + vat in relation to work relating to any such key undertaking.

7. The Buyer hereby acknowledges that:-

7.1 the Buyer 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 the Seller has given no warranty or representation with regard to any actual or proposed premises or structure contained in or on the Property or that the same is sufficient for its purpose or otherwise and that the Buyer is in all respects relying on his own inspection searches and enquiries

7.4 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 deliberate 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 6.8 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 £200 + vat 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 Buyer will pay on the Completion in addition to the Purchase Price the sum requested by the Sellers solicitors in respect of the Search costs incurred by them for searches/reports made available.

14. The Buyer will upon the date of this Agreement pay the sum of £500 + vat in respect of Smith and Sons administration fee.

15. A deposit of 10% of the Purchase price will be immediately payable by the Buyer upon the making of this Agreement (with the minimum of £2,000 payable), and such deposit shall be paid to Smith and Sons as stakeholders.

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Seller's solicitors : Messrs A. Halsall & Co, 41 Greasby Road, Greasby, Wirral, CH49 3NF
Ref: RWD/W1815.6/PB

Buyer's solicitors :