

**SPECIAL CONDITIONS FOR THE SALE OF**

**Bridge End Cottage, Nenthall, Alston CA9 3LQ and land at New Nenthall Farm,  
Nenthall, Alston CA9 3LQ**

INCORPORATING THE COMMON AUCTION CONDITIONS  
(Edition 4)

## **PARTICULARS OF SALE**

The freehold property known as Bridge End Cottage, Nenthall, Alston CA9 3LQ as registered at HM Land Registry under title number CU312606 and land at New Nenthall Farm, Nenthall, Alston CA9 3LQ as registered at HM Land Registry under title number CU318968 in the ownership of the Seller.

## **SPECIAL CONDITIONS OF SALE**

### **1. Definitions and Interpretations of these conditions of sale**

1.1 **The Property** means the property described in the Particulars of Sale above.

1.2 **The Seller** means Henry John Lanham

1.3 **The Auctioneer** means Pennine Ways Ltd, Market House, Market Place, Alston, Cumbria, CA9 3HS.

1.4 **The Buyer** means the person who submits the bid accepted by the Auctioneer.

1.5 **The Purchase Price** means the amount of the successful bid.

1.6 **The Completion Date** means the date recorded in the memorandum of sale.

1.7 **The Interest Rate** means 5% above base lending rate from time to time of HSBC Bank plc.

1.8 **The Common Auction Conditions** means the RICS Common Auction Conditions (Edition 4).

1.9 **The Seller's Solicitors** means Arnison Heelis Solicitors of 1 St Andrews Place, Penrith CA11 7AW

1.10 **The Buyer's Solicitors** means the person or firm named as such in the annexed memorandum.

1.11 Where the context so admits the expressions "the Seller" and "the Buyer" include personal representatives of the Seller and Buyer.

1.12 Words importing one gender shall be construed as importing any other gender.

1.13 Words importing the singular shall be construed as importing the plural and vice versa.

1.14 The clause headings do not form part of these conditions and should not be taken into account in their construction and interpretation.

### **2. Memorandum**

The Buyer shall at the close of sale sign a memorandum in the form annexed to these conditions ("the Memorandum").

### **3. Deposit**

The Common Auction Condition A5.5 (d) shall not apply. The deposit shall be held as agent for the seller.

#### **4. Completion**

4.1 Completion of the sale and purchase and payment of the balance of the Purchase Price shall take place on the Completion Date at the offices of the Seller's Solicitor.

4.2 The Buyer shall pay an additional sum of £420 (£350 plus VAT) to the Seller on completion in consideration of the production of searches supplied by the Seller.

#### **5. Title Guarantee**

The Seller sells with Full Title Guarantee.

#### **6. Possession**

The Property including the garden, any outbuildings, garages and sheds (if any) is sold as seen and with any contents that are in the Property on the Completion Date but otherwise with vacant possession.

#### **7. Fittings and Contents Form**

A Fittings and Contents Form will not be provided.

#### **8. Title**

The Sellers' title to the Property is registered at HM Land Registry under title numbers CU312606 and CU318968. The Buyer shall be deemed to purchase with full knowledge of the title in all respects and shall not raise any requisitions or make any objection in relation to the title.

#### **9. Incumbrances**

The Property is sold together with the benefit of and subject to the reservations, restrictions, rights, covenants and other matters contained or referred to in the title.

#### **10. Other matters affecting the Property**

The Property is sold subject to:

10.1 All local land charges whether registered or not before the date of the auction and all matters capable of registration as local land charges whether not actually so registered.

10.2 All notices served and order demands proposals or requirements made by any local public or other competent authority whether before or after the date of the auction.

10.3 All actual or proposed charges notices orders restrictions agreements conditions contraventions or other matters arising under the enactment's relating to town and country planning, highways or public health.

10.4 All easements quasi-easements rights exceptions and other matters whether or not apparent on inspection or disclosed in any of the documents referred to in these conditions.

10.5 All matters referred to in title numbers CU312606 and CU318968, the searches forming part of this auction pack and the matters contained or referred to in the transfer Deeds (attached) for the Property.

10.6 Any unregistered interest that overrides the disposition effected pursuant to this agreement under section 11(4)(c) or Schedules 1, 3 or 12 Land Registration Act 2002.

10.7 Any matters referred to in these Special Conditions.

10.8 All matters relating to the property which the seller could not reasonably know about.

10.9 All matters discoverable by inspection of the property before the date and time of the auction.

## **11. Disclaimer**

11.1 The Buyer admits that:

(a) prior to making his bid he has inspected the Property and purchases it with full knowledge of its actual state and condition and takes the Property as it stands; and

(b) he bid for the Property solely as a result of his own inspection and on the basis of the terms of these conditions and not in reliance upon any representation of warranty either written or oral or implied made by or on behalf of the Seller.

11.2 The agreement constituted by these Special Conditions, the Common Auction Conditions, the Particulars of Sale and the Memorandum contains the entire agreement between him and the Seller.

11.3 The Buyer shall be deemed:

(a) to have made all local land charges searches and enquiries of the relevant local and other authorities that a prudent buyer would normally make prior to entering into a contract to purchase real property; and

(b) to have knowledge of all matters that would be disclosed by them; and

(c) to purchase subject to all those matters.

11.4 The Property is believed and shall be taken to be correctly described and any error omission or mis-statement found in these conditions shall not annul the sale or entitle the Buyer to any compensation.

11.5 The Buyer has inspected the property and has formed his own view as to its suitability for the Buyer's purposes. The Seller gives no warranty or representation as to the state and condition of the property and the Buyer accepts full responsibility for the state and condition of the property and has no claim against the Seller in relation to the management of the property between exchange and completion.

11.6 All warranties and conditions whether express or implied by statute, common law or otherwise are hereby specifically excluded to the full extent permitted by law and no warranty is given in relation to the physical environmental condition of the property and the buyer accepts the physical and environmental condition of the property at the date of this contract and will not make any claim against the seller in relation to such matters.

11.7 The Seller does not give nor has given or made at other time any representation or warranty that any use of the property is or will remain a permitted use within the provisions of Town & Country Planning Act 1990 and any legislation, orders or directions amending the

same or supplemental thereto and the Buyer shall raise no further enquiry, requisition or objection in this regard after the auction.

11.8 The Auctioneer may in his absolute discretion refuse any bid.

11.9 No bid shall be withdrawn.

11.10 If any dispute shall arise as to a bid then at the Auctioneer's discretion that Lot shall either be put up again at the last undisputed bid or be withdrawn.

## **12. Risk and insurance**

12.1 With effect from exchange of this Contract, the Property is at the Buyer's risk and the Seller is under no obligation to the Buyer to insure the Property.

12.2 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 Purchase Price or to refuse to complete or to delay completion.

## **13. Incorporation of the Common Auction Conditions**

The Common Auction Conditions shall apply to these conditions so far as they are applicable to a sale by auction and are not varied by or inconsistent with the terms of these conditions.

## **14. Merger on Completion**

The provisions of these conditions shall not merge on completion of the transfer of the Property to the Buyer so far as they remain to be performed.

## **15. Transfer**

The Transfers of the Property shall be in the form attached.

## MEMORANDUM OF SALE

Property Address: Bridge End Cottage, Nenthall, Alston CA9 3LQ and land at New Nenthall Farm, Nenthall, Alston CA9 3LQ

Lot No:

The Seller: Henry John Lanham

The Buyer Name:

Buyer Address:

It is agreed that the Seller sells and the Buyer buys the property described in the accompanying particulars and conditions of sale subject to their provisions and the terms and stipulations in them at the price above mentioned.

Purchase Price: £

Less Deposit: £

Balance: £

Dated:

Completion date:

Signed \_\_\_\_\_

Authorised Agent for Seller

As Agents for the Seller we acknowledge receipt of the deposit in the form of:

Dated:

Signed \_\_\_\_\_

The Buyer

Purchasers Solicitor:

Vendors Solicitors: Arnison Heelis Solicitors, 1 St Andrews Place, Penrith CA11 7AW