

# GENERAL CONDITIONS OF SALE

- 1 The Property is sold subject to the conditions known as "the Standard Conditions of Sale (Fifth Edition)" so far as those conditions are not inconsistent with the conditions following, which are to prevail in case of any conflict between them and the Standard Conditions. Each Purchaser shall be deemed to purchase with full knowledge of the conditions subject to which the Property is sold.
- 2 The Standard Conditions of Sale (Fifth Edition) shall be varied as follows:
  - (a) The Contract Rate shall be five per cent (5%) over Barclays Bank PLC Base Rate from time to time.
  - (b) Conditions 1.5.2, 2.2.2, 2.2.5, 2.2.6, 3.1.3, 5.2.2(e), 6.1.1, 7.1.1(a), 7.2.4 and 9 are excluded.
- 3 A copy of the Standard Conditions of Sale (Fifth Edition) is available for inspection at the offices of the Auctioneers.
- 4 Each Purchaser shall be deemed to be personally liable on making an acceptable bid even though he shall purport to act as Agent for a Principal, so that their liability under the Contract shall be joint and several.
- 5 All bids are to be made clearly and preferably by raising a catalogue. The Auctioneers reserve the right to regulate the bidding and to refuse any bids (without assigning any reason therefor). The Vendors reserve their right to bid up to the reserve price, or to authorise the Auctioneers to do so. In the event of any dispute on the bidding, the Auctioneer's decision shall be final:
  - (a) Each Property is offered subject to a reserve price unless otherwise stated.
  - (b) On the Property being knocked-down, the successful bidder must, upon being asked by the Auctioneer or the Auctioneer's clerk, give his name and address and, if appropriate, the name and address of the person or Company on whose behalf he has been bidding and supply such other particulars as the Auctioneer may reasonably request and in default the Auctioneer shall be entitled to re-submit the Property for sale.
- 6 The amount of the deposit shall be ten per cent (10%) of the purchase price or FIVE THOUSAND POUNDS (£5,000.00) whichever shall be the greater and shall be paid to the Auctioneers, Messrs. McHugh & Co, as agents for the Vendor upon the signing of the memorandum. A separate cheque in the sum of £250 (inclusive of VAT) in respect of the Buyer's Premium shall be payable to the Auctioneers, McHugh & Co, upon the signing of the memorandum.
- 7 Immediately following the Lot being knocked-down, the Purchaser shall sign a memorandum of the Contract stating the price agreed, the deposit paid, the address of the Property, the Lot number, the names of the Vendor and of the Purchaser and the date of the Contract.
- 8 If a cheque given for the payment of a deposit is dishonoured on presentation, or if the successful bidder fails to pay such a deposit, the Vendor shall be entitled (but shall not be bound) to treat such dishonour or failure as a repudiation of the Contract and to sell the Property to some other person but without prejudice to the Vendor's right to claim against the successful bidder damages for repudiation of the Contract and or other appropriate relief.
- 9 The date for completion of the purchase shall be on or before four weeks from the date of the Contract at the offices of the Vendor's Solicitors or as they may direct.
- 10 The tenure of the Property and the estate or interest sold are stated in the Particulars of Sale.
- 11 The Property is believed to be and shall be taken as correctly described and any incorrect statement or omission found in the Particulars or Standard Conditions of Sale shall not annul the sale or entitle the Purchaser to rescind the Contract nor shall the Purchaser claim or be allowed any compensation in respect thereof. The Auctioneers shall be under no financial liability in respect of any matters arising out of the Auction or the Particulars or Conditions of Sale either to the Vendor or the Purchaser.
- 12 The Purchaser shall be deemed to have made local searches and enquiries of the Local Authority and to have knowledge of all matters which would have been disclosed thereby and shall purchase subject to such matters. In particular, the Purchaser shall buy subject to:
  - (a) all local land charges, whether registered or not prior to the date of the Contract and all matters capable of registration as local land charges whether or not actually so registered;
  - (b) 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 Contract;
  - (c) all actual or proposed orders, directions, notices or charges, restrictions, conditions, agreements or other matters arising under the Town and Country Planning Act 1990 or any statutory modification or any re-enactment thereof for the time being in force;
  - (d) all legal easements benefiting the owners or occupiers of other property and in the event of title to the Property being registered any of the interests set out in Schedules 1 and 3 of the Land Registration Act 2002;
- (e) all matters which would have been revealed at the date of Contract by such searches, enquiries and inspections as a prudent purchaser would make;
- (f) those matters set out in the documents of title and any subsisting leases, tenancies or licences to which the Lot is expressed to be subject on the Particulars of Sale or the General Conditions of Sale and/or the Special Conditions of Sale;
- (g) all outgoing affecting the Property;
- (h) in the case of a leasehold Property, all notices served by and requirement of any immediate or superior landlord;
- (i) any existing private or public right of way, drainage, light, air or support or otherwise (whether legal or equitable) and quasi easements, privileges and liabilities whatsoever and such obligations relating to the repair of roads, ways, passages, sewers, drains, fences or other like matters as may affect the Property without liability or requirement on the part of the Vendor to define the same.
- 13 The Auctioneers reserve the right to hold the memorandum of Contract signed by them on behalf of the Vendor until the Purchaser's cheque for the deposit has been cleared.
- 14 No objection or requisition shall be raised as to the permitted User of the Property for the purposes of the Town and Country Planning Act 1990 or any Act or Acts for the time being amending or replacing the same.
- 15 The Purchaser acknowledges that it is agreed that:
  - (a) No statement or representation which may previously have been made to him or any person concerned on his behalf by or on behalf of the Vendor whether orally or in writing induced him to enter into this agreement;
  - (b) Any such statement or representation as aforesaid does not form part of this agreement and;
  - (c) Any liability of the Vendor in respect of any statement made to the Purchase at law or in equity is hereby excluded to the extent authorised by the Misrepresentation Act 1967.
- 16 The Purchaser shall be deemed to purchase with full knowledge of the state of repair and condition of the Property and notwithstanding anything in these Conditions or in the Particulars of Sale no representation or warranty or condition is made or shall be implied either as to the said state or condition of the Property or any part thereof or as to whether the same is subject to any Sanitary or Public Health Notices or intimation Notice or Notices or proposals under the Housing Acts, Public Health Acts or any such legislation generally in relation thereto. The Purchaser shall be deemed to purchase in all respects, subject thereto whether or not he makes any enquiry and neither the Vendor nor the Auctioneer shall be required or bound to inform the Purchaser of any such matters whether known to them or not and the Purchaser shall raise no enquiry, requisition or objection thereto or with regard thereto.
- 17 The Property is sold (as mentioned in the Particulars of Sale) either with vacant possession of the whole or part, or subject to and with the benefit of the tenancies, leases or occupancies referred to in the Particulars of Sale. However, where there any inconsistency arising out of the Particulars and/or Special Conditions of Sale as to whether vacant possession is to be given on completion it shall be assumed that vacant possession is not to be given on completion.
- 18 In respect of any tenancy to which the Property is subject:
  - (a) The Purchaser shall be satisfied with such information and copy documents as the Vendor has provided before the date of the Memorandum of Sale and shall raise no requisition or objection in respect of:
    - (i) the absence of a written tenancy agreement or lease
    - (ii) the failure, for any reason, of the Vendor to provide a copy or produce the original or counterpart of any written tenancy agreement or lease or
    - (iii) the failure, for any reason, of the Vendor to provide a copy or disclose the existence of any notice, schedule, memorandum, agreement, court order or other document.
  - (b) The Transfer of the Property to the Purchaser shall contain a covenant by the Purchaser with the Vendor to perform and indemnify the Vendor against liability for any breach of any obligation to the tenant by which the Vendor may remain bound after completion
  - (c) In respect of the tenancies:
    - (i) On completion, the Vendor may, if he so elects, pay to the Purchaser a proportion of any insurance rent paid in advance and the Purchaser shall make such allowance to

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- the tenants as may be appropriate and indemnify the Vendor against any action, claim or demand in respect thereof;
- (ii) Pending completion, the Vendor shall be entitled to deal with the day to day management of the Property in such a manner as the Vendor thinks fit, including, without prejudice to the generality of the foregoing, such matters as licences to assign.
- (d) The Vendor makes no representation that under any tenancy subject to which the Property is sold:
- (i) The tenancy is contractually binding upon all parties;
- (ii) The tenancy is capable of being determined;
- (iii) Any Notice has been validly prepared and/or served; or
- (iv) The rent is one that is recoverable or has been paid up to the date of Auction.
- 19 The Purchaser shall take the Property as he finds it and shall accept that, if the Property is sold with vacant possession, that vacant possession is given of the whole or any part offered with vacant possession notwithstanding that there may be furniture, fittings or effects remaining therein and shall not be entitled to require the removal of any such furniture, fittings or effects or object to taking the same on the ground that the existence thereof does not constitute vacant possession as such.
- 20 The obligations of the Vendor and the Purchaser shall remain in full force and effect so far as they remain to be observed and performed on completion and notwithstanding completion, such obligation shall not be extinguished or deemed to have merged in such transfer.
- 21 The Vendor shall not be required to reconcile differences between the description of any Lot and the Property sold or furnish evidence of any change in the numbering of any property, and shall not, be bound to show any title to boundary, division walls or fences or the ownership thereof.
- 22 The fact that the Property is a house or part of a house which may not legally be used for immediate residential occupation shall not annul the sale or entitle the Purchaser to rescind the sale or claim damages or diminution in price.
- 23 No representation is made that the rent payable in respect of any Property or any part thereof is the rent properly chargeable under any Acts of Parliament or Statutory Instruments or Regulations, regulating or controlling the same. The only representation made or intended to be implied by or from the Particulars of Sale is that the rents referred to therein are the rents actually being paid by the tenants to the landlord and no objection or requisition shall be taken or made as to any matter arising under such Acts, Instruments or Regulations as aforesaid. The Purchaser shall not be entitled to raise any requisition or objection as to any rent limits or net rents or fair rents or the present or former regulated rents payable in respect of the Property nor to the inability of the Vendor to produce copies of Statutory Notices of Increase and Notices to Quit (if any) which may have been served. In the case of a regulated tenancy under the Rent Acts, no objection shall be made on the ground that the rent referred to is not the fair rent or that it may exceed the rent registered under the Rent Acts or that the rent has not been registered. No objection shall be taken by a Purchaser as to whether or not a Notice of Increase of Rent has or has not been validly served or as to whether or not a Certificate of Disrepair has been obtained by the tenant authorising a reduction of rent, nor shall the Purchaser object to the existence or terms of any counter-notice served upon or by a tenant.
- 24 In the case of a property let, no representation is made as to whether or not there is any sub-tenant, except where expressly stated in the Particulars of Sale.
- 25 If, at the date of completion, there shall be due to the Vendor any sums in respect of rent, insurance premiums or other sums due from the tenants, such sums shall be paid in full to the Vendor by the Purchaser and the Vendor will, if required by the Purchaser (at the Purchaser's cost) assign to him the benefit of such sum or sums.
- 26 The Vendor shall not be required to convey the whole or part of the Property to any person other than the Purchaser and shall not be required to execute a conveyance other than that of the whole of the Property or at a price different from that stated on the Contract.
- 27 The Vendor makes no representation as to the ownership of electric wiring and fittings and gas fittings and installations or central heating installations which may be on hire or hire purchase from the supply companies. In such case, the Vendor accepts no liability for any payments that may be outstanding in respect thereof and the Property is sold subject thereto.
- 28 The Property is sold in all respects in its actual state and condition on the date of the Memorandum of Sale, whether or not the Purchaser has inspected it on or at any time or times before that date.
- 29 The Purchaser shall be deemed to purchase with full knowledge of the ownership of any fixtures, fittings, property and goods within the Property and the Vendor shall be under no liability to the Purchaser in respect thereof, notwithstanding the same may be the property of some third person.
- 30 In the case of any dispute as to any bid or the sale of any property to more than one purchaser, or any dispute as to the applicable sale conditions or their interpretation the Auctioneer may, in his absolute discretion, forthwith determine the dispute and/or put up the property for auction again and/or withdraw the Property and/or rescind any Contract. In the event of any such dispute, the Auctioneer's decision shall be final.
- 31 Any guide, whether contained in this Catalogue or in any Sales Brochure, Particulars of Sale, Conditions of Sale or other similar document indicating a price at which or a range of prices between which the Property may be expected to attract offers, is a statement of opinion only and is only given without responsibility.
- 32 In the event that the Purchaser being a limited company it is agreed that this Contract is being entered into at the request of the person ("the Guarantor") whose bid the Auctioneer shall have accepted. In consideration of this Contract being entered into at the request of the Guarantor the Guarantor warrants that the Purchaser is a properly constituted limited company that the Company is empowered to purchase take on lease or otherwise acquire any lands and buildings and any estate or interest in any rights connection with any such lands or buildings therein and that he had authority to bind the Company to this contract as agent on its behalf and guarantees to the Vendor (as witnessed by his signature to the Memorandum of Sale which he shall be deemed to have signed both as agent for and on behalf of the Company and in his capacity as Guarantor) as follows:
- (a) That the Purchaser will observe and perform all of its obligations under this Contract in accordance with the Auctioneer's General Conditions of Sale as varied by the Special Conditions and will pay and make good to the Vendor all losses, costs, damages and expenses occasioned to the Vendor by the non-performance of all the terms and conditions of the Contract or any of them including (but without prejudice to the generality of the foregoing) the non-payment of the deposit or the whole or any part of the purchase price or any other monies which may become due on completion and it is agreed that any neglect or forbearance on the part of the Vendor in enforcing or giving time to the Purchaser for the performance of the terms and conditions under this Contract or any of them shall not in any way release the Guarantor in respect of his liability under this Condition.
- (b) That if the Purchaser shall enter into liquidation and the Liquidator shall disclaim this Contract the Guarantor shall if the Vendor within 28 days after such disclaimer so requires by giving 14 days' notice in writing to the Guarantor, accept on assurance of the Property hereby agreed to be sold. In the event of the Vendor serving such a notice the completion date of which time shall be of the essence shall be on or before the expiration of such notice and the Auctioneer's General Conditions of Sale (as varied by the Standard Conditions of Sale) shall apply and the Guarantor shall pay to the Vendor such sum or sums as the Purchaser would have been liable to pay (including interest) had the Liquidator not disclaimed this Contract including (but without prejudice to the generality of the foregoing) the amount of the deposit payable on the signing of the Memorandum of Sale (if such deposit has not previously been paid) and the whole of any part of the purchase price or any other monies which may become due on completion.
- 33 The tenure of the Property and the estate or interests sold are as stated in the Particulars and/or Special Conditions. In the case of land where the title registered at HM Land Registry this title shall be deduced and consist of a copy of the entries of the register and of the file plan and an authority to inspect. In the case of land where the title is not so registered it shall be deduced as provided by the Special Conditions.

**N.B. Special Conditions of Sale in respect of each lot are printed separately from the Catalogue. Please ensure that you obtain a copy and that they are read in conjunction with these General Conditions.**