

# PARTICULARS OF SALE

The property to be sold comprises first the freehold property known as Top Pool, Alcester Road, Gorcott Hill, Ullenhall, Warwickshire (the first property) and secondly land on the south east side of Alcester Road, Ullenhall, Warwickshire (the second property) with limited title guarantee and described in the Particulars subject to the conditions contained herein

## SPECIAL CONDITIONS OF SALE

### 1. Definitions and interpretation

In these conditions:

- 1.1 'the Auctioneer' means **Loveitts of 29 Warwick Row, Coventry, CV1 1DY (024 7625 8421)**
- 1.2 'the Buyer' means the person who submits the highest bid accepted by the Auctioneer
- 1.3 'the Buyer's Solicitors' means the solicitors instructed to act for the Buyer on the purchase of the Property
- 1.4 'the Completion Date' means the 14<sup>th</sup> day of May 2020
- 1.5 'the Contract Rate' means the Law Society's interest rate
- 1.6 'the Documents' means the documents (if any) particulars of which are set out in the Schedule
- 1.7 'the General Conditions' means the Standard Conditions of Sale Fifth Edition (2018 Revision)
- 1.8 'the Particulars' means the Auctioneer's particulars of sale
- 1.9 'the Property' means the property described in the Particulars
- 1.10 'the Purchase Price' means the amount of the successful bid
- 1.11 'the Seller' means Laura Power and Simon Jonathan Booth
- 1.12 'the Seller's Solicitors' means **Sarginsons Law LLP of 10 The Quadrant, Coventry CV1 2EL (024 7655 3181)**
- 1.13 references to a 'Working Day' are references to any day from Monday to Friday (inclusive) which is not Christmas Day Good Friday or a statutory bank holiday
- 1.14 where the context so admits the expressions 'the Seller' and 'the Buyer' include the personal representatives of the Seller and the Buyer and 'the Buyer' shall include any successors in title of the Buyer
- 1.15 words importing one gender shall be construed as importing any other gender
- 1.16 words importing the singular shall be construed as importing the plural and vice versa
- 1.17 words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa
- 1.18 where any party comprises more than one person the obligations and liabilities of that party under these Conditions shall be joint and several obligations and liabilities of those persons
- 1.19 the clause headings do not form part of these Conditions and shall not be taken into account in its construction or interpretation
- 1.20 any references to a clause or a paragraph or a schedule is to one in these Conditions so numbered

### 2. Memorandum

The Buyer shall at the close of the sale sign a memorandum in the form annexed to these Conditions

### **3. Deposit**

- 3.1 the Buyer shall at the close of the sale pay a deposit of 10% of the Purchase Price to the Seller's Solicitors/the Auctioneer as agents for the Seller.
- 3.2 The deposit may be paid by such method as the Seller's Solicitors/Auctioneer shall in their discretion accept and the Buyer shall produce such evidence as the Seller's Solicitors/Auctioneer may reasonably require of identity and credit worthiness and if the deposit is paid otherwise than in cash that his instrument of payment will be honoured
- 3.3 If the instrument of payment of the deposit is not honoured on first presentation the Seller shall have the option:
  - 3.3.1 of rescinding the sale or
  - 3.3.2 of affirming the saleand if the Seller affirms the sale either
  - 3.3.3 the Seller may determine the contract and forfeit the deposit which shall remain due to the Seller and in addition the Buyer will remain liable on his instrument of payment or
  - 3.3.4 the Seller may seek specific performance of the sale

### **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 Solicitors or where they may direct
- 4.2 In the event that actual completion shall take place after 12.00 noon on a Working Day or is effected on any day other than a Working Day then for the purposes of making apportionments under these Conditions the date of actual completion shall be deemed to be the next Working Day

### **5. Title guarantee**

The Seller sells with limited title guarantee

### **6. Possession**

The property is sold with vacant possession on completion.

### **7. Title**

Title to the first property is registered with Title Absolute under Title Number WK344913 and title to the second property is registered with Title Absolute under Title Number WK347353 as evidenced by the Office Copies referred to in the Schedule

### **8. Incumbrances**

- 8.1 The Property is sold subject to and (where appropriate) with the benefit of the matters contained or referred to in the Documents

8.2 Copies of the Documents having been available for inspection during normal office hours at the offices of the Auctioneer days prior to the date of the auction and at least 1 hour prior to the start of the auction the Buyer (whether or not he has inspected the same) shall be deemed to purchase with full notice and knowledge of the matters referred to therein in all respects and shall not raise any requisitions or make any objection in relation to such matters and such notice shall not be affected by any partial incomplete or inaccurate statement as to the contents of them in the Particulars or these Conditions

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

The Property is sold subject to the following matters:

- 9.1 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 or not actually so registered
- 9.2 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 the auction
- 9.3 all actual or proposed changes notices orders restrictions agreements conditions contraventions or other matters arising under the enactments relating to town and country planning and environmental law
- 9.4 all easements quasi-easements rights exceptions or other similar matters whether or not apparent on inspection or disclosed in the Particulars or in any of the documents referred to in these Conditions

## **10. Disclaimer**

The Buyer accepts that:

- 10.1 he shall take the Property as it stands
- 10.2 he agrees to purchase the Property solely on the basis of the terms of these Conditions and not in reliance upon 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 Buyer or the Buyer's Solicitors)
- 10.3 the Particulars, these Conditions and the memorandum of sale together comprise the entire agreement between the parties

## **11. Incorporation of general conditions of sale**

- 11.1 The General Conditions shall apply to the Sale so far as they are applicable to a sale by auction and are not varied by or inconsistent with these Conditions
- 11.2 The auction is subject to a reserve price and the Seller reserves the right through the Auctioneer to bid up to the reserve price

## **12. Merger on completion**

The provisions of these Conditions shall not merge on completion of the transfer or conveyance of the Property so far as they remain to be performed

### **13 Search fees**

Upon completion the Buyer shall pay to the Seller or to the Seller's solicitors the additional sum of £100.00 in respect of searches.

## **SCHEDULE The Documents**

Register Entries and Filed Plan (WK344913)  
Register Entries and Filed Plan (WK347353)  
Documents referred to in WK344913 and WK347353  
Copy letters of administration and death certificate  
Local Search (if available)

# MEMORANDUM

I/We (name of buyer) .....

Of (address of buyer) .....

.....Postcode.....

acknowledge that I/we have today purchased the Property described in the attached particulars of sale at the price mentioned below and have paid to the Seller's Solicitors Sarginsons Law LLP the deposit mentioned below as agents for the Seller

Dated 2020

Purchase Price	£
Admin charge (inc VAT)	£ 1,200.00
Searches (Condition 13)	£ 100.00
LESS Deposit	£
Balance	£

As solicitors for the Seller we Sarginsons Law LLP confirm the sale and as solicitors for the Seller we acknowledge receipt of the deposit

Name address and reference of the Buyer's Solicitors.....

Signed by or on behalf of the Buyer:

Signed by or on behalf of the Seller: (Solicitor)

## **BANK DETAILS:**

Sarginsons Law LLP Clients Account  
Allied Irish Bank  
Station Square  
Coventry  
Sort Code 23-83-99  
Account Number 00745039