

SPECIAL CONDITIONS

1. (a) This Agreement incorporates the Standard Conditions of Sale (5th Edition); where there is a conflict between those Conditions and this Agreement this Agreement shall prevail

(b) Where the context so admits terms used or defined in this Agreement have the same meaning when used in the Conditions.
2. Subject to the terms of this contract and to the Standard Conditions of Sale, the seller is to transfer the property with either full title guarantee or limited title guarantee, as specified on the front page.
3. The Property being sold is comprised in Title Number SF546583 and is registered as Leasehold Land.
4. The Property is sold with vacant possession.
5. Completion of the sale of the Property will take place 28 days following the date of this Contract in accordance with the terms hereof.
6. (a) The sale includes those contents which are indicated on the attached list as included in the sale and the buyer is to pay the contents price for them.

(b) The sale excludes those fixtures which are at the property and are indicated on the attached list as excluded from the sale.
7. The property is sold subject to such of the following matters as relate thereto:
 - (a) All local land charges whether registered or not before the date hereof and all matters capable of registration in the Local Land Charges Register whether or not actually so registered;
 - (b) All notices served and orders demands proposals or requirements made by any local or other public authority whether before or after the date hereof;
 - (c) All monies (if any) of whatsoever nature which are or may be due and payable to the Local Authority in respect of the property hereby agreed to be sold whether or note the same are registered as a financial charge against the property in the Local Land Charges Register or whether or not the same are capable as of registration as a financial charge in the Local Land Charges Register;
 - (d) All rights easements privileges or quasi right quasi easements or quasi privileges affecting the property or any part thereof and the purchaser shall be deemed to have inspected the property and shall be deemed to purchase the property with full knowledge of any such matters as may relate to the property;
 - (e) That without prejudice to the generality of the foregoing to all matters which would be disclosed by the Buyer having made the necessary local and county land charge searches enquiries and all matters that would be disclosed thereby;
 - (f) All matters contained or referred to in the office copy entries of the Register in respect of Title Number SF546583;
 - (g) Any existing tenancy agreement.

8. Acceptance by the Seller of a deposit of less than 10% of the purchase price shall not prejudice the Seller's right to claim the balance of the deposit of less than 10% of the purchase price either as part of the purchase money on completion or as damages on rescission of the contract or failure to complete (through no fault of the Seller) and such balance shall be paid by the Buyer to the Seller within fourteen days of demand being made by the Seller.
9. **Representations**
Neither party can rely on any representation made by the other, unless made in writing by the other or his conveyancer, but this does not exclude liability for fraud or recklessness.
10. The definition "working day" in Standard Condition 1.1.1(m) shall exclude any day following a statutory or bank holiday.
10. If either party ("the Server") is entitled to serve Notice to Complete on the other party ("the Recipient") owing to the Recipient having failed to complete on the Completion Date the Recipient shall pay the sum of £75.00 plus VAT on completion to the Server's solicitors in respect of their additional costs in preparing and serving such Notice to Complete and in recalculating the amount payable on completion.
12. On completion the Buyer shall reimburse the seller for the auctioneers costs of sale by transferring the monies due with the completion monies.
13. On completion the Seller will provide the Buyer with a completion statement to include any relevant apportionments in respect of ground rent and service charge payment. Where the Seller has paid service charge and/or ground rent beyond the Completion Date then the Buyer will refund the payment made calculated on a daily rate on completion by transferring any monies due with the completion monies

SELLERS REPRESENTATIVE : A. H. Brooks & Co, Derby House, Derby Street, Leek,
Staffordshire, ST13 6JG – LP/WILLIS –
leepointon@ahbrooks.co.uk

BUYER'S REPRESENTATIVE :