

AGREEMENT

(Incorporating the Standard Conditions of Sale [Fifth Edition])

Agreement date :
Seller : **Jeremy John Edwin Wilding and Melanie Ann Tree** of 14 Broad Street Hereford HR4 9AP as executors of the late Brian Roy Michael Pritchett Deceased
Buyer :
Property (freehold) : All that freehold property known as Woodside Portway Burghill Hereford HR4 8NQ as is comprised in a Conveyance dated 8 December 1972 made between Cyril Edwin Hillier (1) and Brian Roy Michael Pritchett (2) ("the Conveyance")
Root of title : the Conveyance
Encumbrances on the Property : The matters contained, mentioned or referred to in the Conveyance
Title Guarantee (limited) : Limited
Completion date :
Contract rate : 4% above the base rate of Barclays Bank PLC from time to time in force
Purchase price :
Deposit :
Amount payable for chattels :
Balance :

The Seller will sell and the Buyer will buy the Property for the Purchase price.

The Agreement continues on page 2

WARNING

This is a formal document, designed to create legal rights and legal obligations.

Take advice before using it.

SIGNED

Seller/Buyer

SPECIAL CONDITIONS OF SALE

1. Definitions and Interpretation

In these Conditions:

- 1.1 "the Auctioneer" means John Amos & Co and Flint & Cook;
- 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 day of 2022
- 1.5 "the Contract Rate" means The Law Society 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 (5th Edition);
- 1.8 "the Particulars" means the particulars of sale annexed to these Conditions;
- 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 Jeremy John Edwin Wilding and Melanie Ann Tree as the executors of Brian Roy Michael Pritchett deceased;
- 1.12 "the Seller's Solicitors" means Gabbs Solicitors of 26a Broad Street Leominster Herefordshire HR6 8BS;
- 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" includes 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 the 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 reference to a clause, paragraph or 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 as stakeholders for the Seller.

- 3.2 The deposit may be paid by such method as the Selling Agents shall in their discretion accept, and the Buyer shall produce such evidence as the Auctioneer may reasonably require of his 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 to option:
 - 3.3.1 of rescinding the sale; or
 - 3.3.2 of affirming the sale;and if the Seller affirms the sale, the Seller may either:
 - 3.3.3 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 seek specific performance of the sale.

4. Completion

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 reasonably direct.

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 Property has been deduced in accordance with the Epitome of Title, being the evidence of title referred to in general condition 4.1 having been available for inspection during normal office hours at the offices of the Auctioneer and the Seller's Solicitors for a period of at least 3 days prior to the date of the auction and at the auction rooms at least 2 hours prior to the start of the auction, the Buyer (whether or not he has inspected it) shall be deemed to purchase with full knowledge of the title in all respect and shall not raise any requisition or make any objection in relation to the title.

8. Incumbrances

- 8.1 The transfer to the Buyer shall be in the form of the annexed draft transfer prepared by the Seller's Solicitors.
- 8.2 The Property is sold subject to and (where appropriate) with the benefit of the rights, exceptions, reservations, covenants, restrictions and other matters (if any) referred to in the Conveyance and such draft transfer.
- 8.3 A copy of such draft transfer having been available for inspection during normal office hours at the offices of the Auctioneer and the Seller's Solicitors for a period of at least 14 days prior to the date of the auction and at the auction rooms at least 2 hours prior to the start of the auction, the Buyer (whether or not he has inspected them) shall be deemed to purchase with full notice and knowledge of their contents and shall not raise any requisition or make any objection in relation to them, 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.

- 8.4 The transfer shall be engrossed in duplicate by the Seller's Solicitors and the engrossments shall be executed by the Buyer before the Completion Date.
- 8.5 On completion the Buyer shall pay to the Seller's Solicitors the sum of £100 plus VAT for the Seller's Solicitors' costs of engrossment.
- 8.6 On completion the Buyer shall pay to the Seller's Solicitors the sum of £273.80 (inc VAT) for the cost of the searches available in the Auction Pack.

9. Other matters affecting the Property

There will be added to General Condition 3.1.2 the following:

- 9.1 all local land charges, whether or not registered 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 charges, 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;
- 9.5 all matters which unregistered interests which override registered dispositions under the Land Registration Act 2002 Schedule 3.

10. Disclaimer

The Buyer admits that:

- 10.1 he has inspected the Property and purchases it with full knowledge of its actual state and condition and shall take the Property as it stands;
- 10.2 he agrees to purchase 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 or warranty 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 written preliminary enquiries raised by the Buyer's Solicitors);
- 10.3 the replies referred to in clause 10.2 do not constitute a representation that the Seller has made such investigation as could reasonably be expected to be made by or under the guidance of a prudent conveyancer;
- 10.4 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 and are incorporated in it 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. Restriction on assignment

- 12.1 The agreement created by the Particulars, these Conditions and the memorandum of sale is personal to the Buyer and is not capable of being assigned, charged or mortgaged.
- 12.2 The Seller shall not be required to transfer the Property:
- 12.2.1 to anyone other than the Buyer;
 - 12.2.2 except by one transfer of the Property as a whole at the Purchase Price.

13. Merger on completion

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

14. VAT provisions

- 14.1 The Purchase Price is exclusive of VAT at the standard rate as at the date of actual completion.
- 14.2 All VAT payable by the Buyer shall be paid at the same time as the payment on which it is chargeable.
- 14.3 The Seller shall provide the Buyer with a receipted VAT invoice for any VAT paid by the Buyer under this agreement.

15. Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed that nothing in the agreement created by the Particulars, these Conditions and the memorandum of sale shall confer on any third party any right to enforce or any benefit of any term of the agreement.

16. Severance

- 16.1 Whilst the terms and provisions of the agreement created by the Particulars, these Conditions and the memorandum of sale are considered by the parties to be reasonable in all the circumstances, if any one or more should for any reason be held to extend beyond the limits permitted by the law governing this Agreement, then such terms or provisions are to be varied with the minimum modifications necessary so as to make them valid and effective.
- 16.2 The invalidity, illegality or unenforceability of any term or provision of the agreement created by the Particulars, these Conditions and the memorandum of sale shall not affect or impair the continuation in force of the remainder of the agreement.

SCHEDULE

Documents

Transfer Deed

MEMORANDUM

I/We
of
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 Gabbs Solicitors
Limited the deposit as mentioned below as stakeholders for the Seller.

I/We agree to pay the balance of the purchase money and to complete the purchase in
accordance with the attached Conditions.

Date:

Purchase Price	£
Less Deposit paid	£
Balance payable	£

As Solicitors for the Seller we, Gabbs Solicitors Limited confirm the sale and as
stakeholder for the Seller acknowledge receipt of the deposit.

Gabbs Solicitors Limited
26a Broad Street
Leominster
Herefordshire
HR6 8BS

Reference: REH/JLP/0642472/00012

Seller's Solicitors: Gabbs Solicitors Limited 26a Broad Street Leominster Herefordshire
HR6 8BS

Buyer's Solicitors:

HM Land Registry

Transfer of whole of registered title(s)

TR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our Personal Information Charter.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of all of the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) of the property:
2	Property: Woodside Portway Burghill Hereford HR4 8NQ as referred to in the Conveyance dated 8 December 1972 and made between Cyril Edwin Hillier (1) and Brian Roy Michael Pritchett (2) ("the Conveyance")
3	Date:
4	Transferor: Jeremy John Edwin Wilding and Melanie Ann Tree as executors of Brian Roy Michael Pritchett deceased <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
5	Transferee for entry in the register: <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee's intended address(es) for service for entry in the register:
7	The transferor transfers the property to the transferee

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

Place 'X' in any box that applies.
Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to *Joint property ownership* and *practice guide 24: private trusts of land* for further guidance. These are both available on the GOV.UK website.

8 Consideration

- The transferor has received from the transferee for the property the following sum (in words and figures):

- The transfer is not for money or anything that has a monetary value
- Insert other receipt as appropriate:

9 The transferor transfers with

- full title guarantee
- limited title guarantee

10 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares
- they are to hold the property on trust:

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

11 Additional provisions

The Transferee hereby covenants with the Transferor that the Transferee will henceforth duly observe and perform the covenants referred to in the Conveyance affecting this Title and will indemnify the Transferor and their Estate in respect of any future breach non-observance or non-performance thereof.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 10 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to joint property ownership and practice guide 24: private trusts of land for further guidance.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 3.

12 Execution

Signed as a deed by the said
Jeremy John Edwin Wilding
as executor of Brian Roy
Michael Pritchett deceased
in the presence of:

Signature of witness:
Name of witness:
Address of witness:

Signed as a deed by the said
Melanie Ann Tree
as executor of Brian Roy
Michael Pritchett deceased
in the presence of:

Signature of witness:
Name of witness:
Address of witness:

Signed as a deed by the said

in the presence of:

Signature of witness:
Name of witness:
Address of witness:

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.