

# AGREEMENT

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

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Agreement date :  
Seller : **Cynthia Penney** of 7 Elizabeth Road, Kington, HR5 3BD **Hazel Preece** of 18 West View Almeley Hereford HR3 6LE and **Felicity Ellesmore** of 1 Spring Gardens Tenbury Wells WR15 8BE  
Buyer :  
Property (freehold) : Coronation Cottage Holmemarsh Lyonshall HR5 3JS  
Title Number : HE11278  
Encumbrances on the Property : Any matters contained or referred to in Title Number HE11278 (save for financial charges referred to in the Charges Register) as evidenced by the Register entries dated 5 October 2022 and timed at 11:30:10  
Title Guarantee (full/limited) : Full  
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

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### 1. Definitions and Interpretation

In these Conditions:

- 1.1 "the Auctioneer" means Andrew Morris Estate Agents;
- 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 (5<sup>th</sup> 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 Cynthia Penney, Hazel Preece and Felicity Ellesmore;
- 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 full 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 Registers of Title HE11278, 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 Registers of Title HE11278 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: