

GENERAL CONDITIONS OF SALE WHICH SHALL APPLY TO ALL LOTS EXCEPT WHERE INCONSISTENT WITH ANY SPECIAL CONDITIONS OF SALE IN RESPECT OF ANY PARTICULAR LOT WHEN THE SPECIAL CONDITIONS SHALL PREVAIL

1. Incorporation of Standard Conditions of Sale

- 1.1 The Standard Conditions of Sale known as the Standard Conditions of Sale (Fourth Edition) shall be incorporated herein in so far as applicable to a sale by Auction and so far as they are consistent with these General Conditions of sale and as varied by these General Conditions of sale and any special conditions of sale
- 1.2 The Standard Conditions of Sale shall be varied as follows
- 1.2.1 in condition 2.2.1 the words “or the sum of One thousand pounds (£1,000) (whichever shall be the higher)” are added after the words “the purchase price and the chattels price”
- 1.2.2 conditions 2.2.5 2.2.6 5.1.1 5.1.2 and 7.3.4 are excluded
- 1.2.3 in condition 2.3.6 the word “stakeholder” is substituted for “agent”
- 1.2.4 in condition 4.1.3 the words "the following documents if in the possession of the seller or his mortgagee" are added after the words "is to include"
- 1.2.5. in condition 5.2.2 the words 'and is to accept full responsibility for the security of the property' are added to condition (f)
- 1.2.6 in condition 6.1.2 the words "12.00 noon" are substituted for "2.00 pm"
- 1.2.7 in condition 7.1.1 the words "or in the negotiations leading to it" are excluded
- 1.2.8 in condition 7.6.2.(a) the words “but without interest” are substituted for “with accrued interest”
- 1.3 the Contract rate shall be 5% above HSBC Bank plc base rate or its equivalent from time to time

2 Title guarantee

Unless otherwise stated in the Special Conditions of Sale relating to any lot the Seller will give full Title Guarantee

3 Specific Conditions relating to the Auction

- 3.1 The Seller reserves the right to bid in person or by any agent including any employee of the Auctioneer
- 3.2 Immediately following the sale of each property the highest bidder for that property shall

- 3.2.1 sign a successful bidders slip and subsequently a Memorandum of Contract (including any Addendum announced at the time of the Auction)
- 3.2.2 pay the deposit
- 3.2.3 supply his name and address and that of his solicitors (with fax number if any)
- 3.2.4 supply, if applicable, the name and address of any person Firm or company on whose behalf the property was purchased and that of his solicitors (with fax number if any) and
- 3.2.5 supply such other particulars to Sullivan Mitchell as it may reasonably request
- 3.2.6 If any Buyer following the sale of any lot fails to provide details to the Auctioneer sufficient to complete the sales memorandum or fails to provide a deposit then the Auctioneer may repudiate the contract without formal notice to the Buyer and may resell the lot
- 3.3 Sullivan Mitchell reserves the right to hold the memorandum of Contract signed by it on behalf of the vendor until the purchaser's cheque for the deposit has been cleared
- 3.4 If the cheque given in payment of the deposit on any Lot is dishonoured on presentation the Seller shall be entitled (but shall not be bound) to treat such dishonour or failure as a repudiation of the contract and to resell the property either immediately or as soon as the Seller shall decide but without prejudice to the Seller's right to claim damages and/or any other appropriate relief
- 3.5 Without prejudice to the generality of the Seller's rights as herein contained the Seller will additionally be entitled to recover from the Buyer the sum of £100.00 plus VAT to cover the costs incurred by Sullivan Mitchell in representing each and every dishonoured cheque or presenting any repayment
- 3.6 No statement or representation which may previously have been made whether orally or in writing and whether before or at the Auction by the Auctioneer or any employee or agent of the Auctioneer whether made for or on behalf of the Seller or not shall be deemed to have induced the Buyer to enter bid or treated as forming part of the terms of sale thereof
- 3.7.1 The properties are believed and shall be taken to be correctly described in all respects and any error omission or mis statement found in the Particulars or Conditions shall not annul or delay the sale or entitle the Purchaser to any compensation or damages in respect thereof Sullivan Mitchell shall be under no financial liability in respect of any matters arising out of the auction or the Particulars or Conditions of Sale It shall be the Buyer's duty to satisfy himself before making a bid as to the accuracy of the Particulars contained in the Particulars of Sale
- 3.7.2 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 or ownership of boundary division walls or fences

- 3.8 The right is reserved
- (a) to vary delete from or amend any literature prepared by the Auctioneer before the date of the Auction and the only documentation deemed incorporated in the contract for purchase is that made available to the Buyer by the Auctioneer at the time of the Auction and
 - (b) to add any general or special conditions by addendum or by announcement by the Auctioneer prior to the Auction
- 3.9 The Buyer agrees that Sullivan Mitchell shall be entitled to deduct and retain from the deposit all monies payable or to become payable to it by the Seller and whether or not any purchase is completed
- 3.10 The tenure of the respective properties and the estate or interest sold are as stated in the Special Conditions

4 Matters to which the sale is subject

- 4.1 Each property is sold subject to such (if any) of the following matters (whether disclosed or not) which affect it:-
- 4.1.1 those matters set out in the documents of title and any existing leases tenancies or licences to which the lot is expressed to be subject in the Particulars of Sale or the General Conditions of Sale and/or the Special Conditions of Sale
 - 4.1.2 in the case of title registered at H M Land Registry all overriding interests and all entries on the Register of the title except registered financial charges shown on the Charges Register
 - 4.1.3 the provisions of all Acts of Parliament all byelaws schemes rules resolutions or regulations of any government department or any public local or other statutory authority or company having statutory powers all local land charges whether or not actually registered and all matters capable of registration as local land charges whether or not actually so registered before or after the date of the memorandum of sale
 - 4.1.4 all notices served and orders or demands proposals resolutions or requirements made by any government department or public local or other statutory authority or company having statutory powers whether before or after the date of the memorandum of sale
 - 4.1.5 all actual and proposed orders directions resolutions notices charges restrictions conditions agreements or other matters made given imposed or otherwise arising under any Act of Parliament relating to Town and Country Planning and the contents of any structure plan local plan development plan or non-statutory plan for any area which includes the Property
 - 4.1.6 any existing private or public rights of way drainage light air or support or otherwise (whether legal or equitable) and other rights and easements (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 Seller to define the same

- 4.1.7 All outgoings affecting the property
- 4.1.8 In the case of a leasehold property all notices served by and requirements of any immediate or Superior Landlord
- 4.1.9 All leases tenancies licences occupancies or other agreements as to occupation existing at the date of the Auction

5 In respect of any tenancy to which the property is subject

- 5.1 the Buyer shall be satisfied with such information and copy documents as the Seller has provided before the date of the memorandum of sale and shall raise no requisition or objection in respect of:-
 - 5.1.1 the absence of a written tenancy agreement or lease
 - 5.1.2 the failure for any reason of the Seller to provide a copy or produce the original or counterpart of any written tenancy agreement or lease or
 - 5.1.3 the failure for any reason of the Seller to provide a copy or disclose the existence of any notice schedule memorandum agreement court order or other document
- 5.2 The transfer of the Property to the Buyer shall contain a covenant by the Buyer with the Seller to perform and indemnify the Seller against liability for any breach of any obligation to the tenant by which the Seller may remain bound after completion
- 5.3 In respect of the tenancies
 - 5.3.1 On completion the Seller may if he so elects pay to the Buyer a proportion of any insurance rent paid in advance and the Buyer shall make such allowance to the tenants as may be appropriate and indemnify the Seller against any action claim or demand in respect of such proportion of insurance rent
 - 5.3.2 Pending completion the Seller shall be entitled to deal with the day to day management of the Property in such manner as the Seller may think fit including without prejudice to the generality of the foregoing such matters as licences to assign

6 Exclusion of Warranty

No warranty is given whether expressly or by implication as to the permitted use of the Property for the purpose either

- (a) of any Act of Parliament (or any rule regulation Direction or Order made or arising thereunder) relating to Town and Country Planning or as to any development of or in respect of the Property which may have been carried out since 1 July 1948 and the Buyer shall raise no requisition or objection in respect of any such matter or

(b) of any lease under which the property is held or otherwise

7 Pending completion

- 7.1 The Property shall on and from the date of the memorandum of sale be at the Buyer's sole risk in respect of any destruction or damage whatsoever and howsoever caused
- 7.2 Without prejudice to condition 5.1.3 of the Standard Conditions the Seller shall if so required by and at the expense of the Buyer:-
- 7.2.1 give to the Buyer full details of any policy or policies of insurance maintained by the Seller in respect of destruction of or damage to the Property and supply evidence that such policy or policies is or are in force
- 7.2.2 request the insurer or insurers to note the Buyer's interest on such policy or policies and in such case the Seller (if he keeps such policy or policies in force) may require the Buyer to pay on completion a proportion (apportioned on a daily basis) of every premium payable in respect of every such policy for any period or periods falling wholly or partly after the date of the memorandum of sale
- 7.3 If the property is destroyed or damaged after the date of the memorandum of sale but before completion and if the Seller shall receive any monies under any such policy in respect of such destruction or damage the Seller shall on or after completion account to the Buyer for the net monies (after deduction of proper and reasonable expenses and a proportion apportioned on a daily basis of every premium payable in respect of such policy for any period or periods falling wholly or partly after the date of the memorandum of sale) actually so received

8 Condition of property

The Property and its services are sold in all respects in their actual state and condition on the date of the memorandum of sale whether or not the Buyer has inspected them on or at any time or times before that date

9 Miscellaneous

- 9.1 These General Conditions shall be deemed to include all terms agreed between the Seller and the Buyer and no statement or representation which may previously have been made whether orally or in writing for or on behalf of the Seller shall be deemed to have induced the Buyer to bid or treated as forming part of the terms of sale Any liability of the Seller or remedy of the Buyer in respect of any such statement or misrepresentation is excluded to the extent authorised by the Misrepresentation Act 1967
- 9.2 The obligations of the Seller and the Buyer shall remain in full force and effect in so far as they remain to be observed and performed on completion and notwithstanding completion such obligations shall not be extinguished or deemed to have merged in such transfer
- 9.3 The Purchaser agrees that Sullivan Mitchell shall be entitled to deduct and retain

from the deposit all moneys payable or to become payable to it by the vendor and whether or not any purchase is completed. 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 sales conditions or their interpretation Sullivan Mitchell may in its absolute discretion 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 Sullivan Mitchell's decision shall be final.

- 9.4 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.
- 9.5 The Purchase price is exclusive of any Value Added Tax which may be chargeable on the purchase price and the Buyer shall pay such Value Added Tax on completion in addition to the purchase price.
- 9.6.1 The covenant implied by Section 2 (1) (b) of the Law of Property (Miscellaneous Provisions) Act 1994 ("the Act") is hereby limited so that any costs incurred by the Seller in complying with the said section shall be the Buyer's responsibility.
- 9.6.2 The words "at his own cost" in Section 2 (1) (b) of the Act are replaced by "at the Buyer's cost".

10 As to fixtures and fittings

- 10.1 The Buyer shall be deemed to purchase with full knowledge of the ownership of any fixtures fittings property and goods within the Property and the Seller shall be under no liability to the Buyer in respect thereof notwithstanding that the same may be the property of some third person.
- 10.2 Where the sale is with vacant possession but at completion there remain any furniture or furnishings fixtures fittings chattels materials or items which are not included in the sale or rubbish or unwanted items or materials vacant possession shall notwithstanding this be deemed to be available and the Seller shall be under no obligation to remove the same.

11 Liability of bidder

All bids accepted by the Auctioneer are on the basis that the bidder shall be personally bound by the bid even if he purports to act as agent for a principal and despite him giving the name of any principal for inclusion in the memorandum of sale. Any bidder shall upon being requested so to do by the Auctioneer give his own full name and address to the Auctioneer. In the event that any bidder acts as agent for any principal then the bidder and the principal shall be jointly and severally bound by the terms of the bid.

12 Completion

- 12.1 Unless otherwise specified in any Special Conditions of Sale completion shall take place 28 days from the date of the memorandum of sale ("the Completion Date").

- 12.2 In the event of the Completion Date falling on a Saturday or Sunday a Bank or other public holiday then completion shall take place on the next following working day
- 12.3 On the Completion Date the Buyer shall in addition to the balance of the purchase monies and any other sums due to the Seller together with interest thereon pay any fees disbursed by the Seller in respect of the local search and any other searches or documents which have been supplied by the Seller to the Buyer
- 12.4 If the Purchaser (through no fault of the Seller) fails to complete by the Completion Date and the Seller's Solicitors serve Notice to Complete under Standard Condition 6.8 the Buyer shall pay on completion (in addition to all other sums due) the sum of £100 plus VAT towards the Seller's legal costs of an incidental to the preparation and service of the said Notice to Complete and recalculation of the amount payable on completion