

AGREEMENT

(Incorporating the Standard Conditions of Sale - Fifth Edition)



MARGRAVES
Incorporating E Smith & Co
- Solicitors -

Agreement date : 2018

Seller : Catherine Cadwallader by her attorneys Charles William Cadwallader and Sarah Elizabeth Cadwallader,

Buyer :

Property (Freehold) : Bywell, 25 Crooked Well, Kington (HR5 3AF)

Title number : HE27892

Incumbrances on the Property : All matters mentioned or referred to in the Register of Title other than matters of a purely financial nature

Title guarantee : Full title guarantee

Completion date : 2018

Contract rate : The Law Society's rate of interest

Purchase price (words) :

Purchase price : £

Deposit : £

Amount payable for Searches £271.80

Balance due on completion : £

The Seller will sell and the Buyer will buy the Property for the purchase price.
This Agreement ***continues on the following two pages.***

SIGNED by the Buyer/Seller

WARNING: This is a formal document designed to create legal rights and legal obligations. Take advice before using it.

SPECIAL CONDITIONS

- 1.1 This Agreement incorporates the Standard Conditions of Sale (Fifth Edition). Where there is a conflict between those Conditions and this Agreement, this Agreement prevails.
- 1.2 Terms used or defined in this Agreement have the same meaning when used in the Conditions.
2. The Property is sold subject to:
 - 2.1 The Incumbrances on the Property.
 - 2.2 All actual or reputed rights of way water light drainage other easements or quasi easements rights or privileges affecting the same whether apparent or latent but without liability on the part of the Seller to define the same.
 - 2.3 Anything registered or capable of being registered in a local land charges register.
 - 2.4 Any of the unregistered interests which override and which are set out in Schedules 1 and 3 (as amended by Schedule 12 of the Land Registration Act 2002).
3. Subject to the terms of this Agreement and to the Standard Conditions of Sale, the Seller is to transfer the property with the title guarantee specified on the first page.
4. The Property is sold with vacant possession on completion.
5. Title to the property having been available for inspection prior to the date hereof the Buyer shall take with full knowledge of the same and shall be deemed to have unconditionally accepted such title at the date of this contract and shall raise no requisitions or objection thereto provided that this condition shall not prevent the Buyer or the Buyer's solicitor from requiring answers to Requisitions on Title in standard form without any additional Requisitions save in respect of any matters revealed by a relevant search at Companies House the Land Registry or at the Land Charges Department.
6. The Buyer hereby admits that he has inspected the Property and that he has entered into this Agreement solely upon the basis of such inspection and the terms hereof and not in reliance upon any representation whether written or oral or implied made by or on behalf of the Seller (save and except for correspondence passing between the solicitors to the parties hereto) but it is hereby agreed and declared that replies to any Enquiries or replies given on Property Information Forms are given to the best knowledge and belief of the

Seller but neither he nor his solicitors have made any further enquiries into such matters (such as but not with limitation conducting a site inspection or making specific enquiries of the statutory utilities) and the replies are therefore given on this basis.

7. If the deposit paid on exchange of contracts shall be less than 10% of the purchase price then notwithstanding the payment of a lesser amount the balance of the 10% shall at all times remain due and owing to the Seller and in the event of rescission or failure to complete (through no fault of the Seller) such balance shall be a legal liability of the Buyer to the Seller payable on demand.
8. If either party fails to complete by 1.00pm on the Completion Date and the other party's solicitors serve a notice to complete under Standard Condition 6.8 the party in default shall pay on completion the sum of £150.00 plus VAT towards the other party's legal costs of and incidental to the preparation and/or service of the said notice and recalculation of the amount payable on completion.
9. The Standard Conditions are modified as provided by this Special Condition:
 - 9.1 Condition 1.3.2 is modified by the addition of the following words at the end of the same:

"provided that, at the time of service, no notice of withdrawal of instructions from the recipient's solicitors has been received by the server's solicitors"
 - 9.2 In Condition 3.1.3 the words "of which he becomes aware" shall be inserted after the words "public requirement"
 - 9.3 Condition 6.1.2 is modified by the substitution of '1.00 pm' for '2.00 pm'.
- 10.1 Condition 2.2.1 shall be amended so that the deposit may be paid by such method as the Seller's solicitors shall in their discretion accept and the Buyer shall produce such evidence as the Seller's solicitors may reasonably require of identity and creditworthiness and, if the deposit is paid otherwise than in cash, that his instrument of payment will be honoured;
- 10.2 If the instrument of payment of the deposit is not honoured on the first presentation the Seller shall have the option:
 - (i) of rescinding the sale, or
 - (ii) of affirming the sale,

and if the Seller affirms the sale either:

- (iii) the Seller may determine the contract and forfeit the deposit which shall remain due, or
- (iv) the Seller may seek specific performance of the sale.

11.1 The right is reserved to sell the Property prior to auction or to withdraw prior to the auction.

11.2 Without prejudice to the conclusion of a contract on the fall of the hammer and the power of the auctioneer to sign the agreement on a Buyer's behalf the Buyer or his representative shall be obliged if requested to sign the agreement.

12.1 The Buyer is required to supply to the Seller's solicitors forthwith upon the fall of the hammer or other conclusion of a contract or within such reasonable further period as the Seller's solicitors shall in their absolute discretion think fit proof of their identity and address.

12.2 Proof of the identity shall be provided by production of one of the following items, namely:

- Current signed passport;
- Current full UK/EU photocard driving licence;
- Resident permit issued by the Home Office to EU nationals;
- HM Revenue & Customs tax notification;
- Firearms certificate.

12.3 Evidence of address is to be provided by production of one of the following items, namely:

- Current full UK driving licence;
- A utility bill issued within the last three months (but not mobile phone bills);
- Local authority Council Tax bill (valid for the current year);
- Bank, building society or credit union statement containing a current address;
- The most recent mortgage statement from a UK lender.

PROVIDED THAT a current full UK/EU photocard driving licence or a current full UK licence may be used to evidence address or identity but not both.

13. In addition to the Purchase Price the Buyer will on the Completion Date pay the sum of £271.80 in reimbursement of the search fees paid by the Seller.
14. Save as expressly provided none of the provisions of this agreement are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this agreement.
15. This contract constitutes the entire agreement between the parties and may only be varied or modified whether by collateral contract or otherwise in writing under the hands of the parties or their solicitors
16. The provisions of this Contract shall not merge in any Transfer executed pursuant hereto but shall remain in full force and effect after completion.
17. Bank details of Seller's Solicitors:
Bank: HSBC Bank plc
Branch: Middleton Street, Llandrindod Wells, Powys
Sort Code: 40-30-05
Account Number: 03666964
Account Name: Margraves Clients Account

Seller's Solicitors : MARGRAVES incorporating E Smith & Co
46 Duke Street Kington Herefordshire HR5 3DR
Ref: HD/6050

Buyer's Solicitors :

Local Authority : Herefordshire County Council
Plough Lane Hereford HR4 0LE