

# ARNISON HEELIS Solicitors

## AGREEMENT FOR SALE

Incorporating the RICS Common Auction Conditions (Edition 4) - Special Conditions

**THIS CONTRACT** is dated

### PARTIES

(1) Trevor Philip Price of 1 St Andrews Place, Penrith CA11 7AW (**Seller**).

(2) \_\_\_\_\_ (**Buyer**).

### AGREED TERMS

Property:	All that freehold property known as Garth Cottage, Threlkeld, Keswick CA12 4RX
Title Number:	CU286684
Specified encumbrances:	(1) All matters mentioned contained or referred to in the register of Title No CU286684 (2) All matters in the nature of interests that override affecting the Property with the exception of any mortgage or other form of financial charge
Title guarantee:	Limited
Completion date:	
Contract rate:	The Law Society's Rate
Purchase Price:	£
Deposit:	£
Contents price (if separate):	£
Balance:	£

Signed: ..... Seller / Buyer

## **SPECIAL CONDITIONS**

- 1.1 This contract incorporates the RICS Common Auction Conditions (Edition 4) - Special Conditions.
- 1.2 The terms used in this contract 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.
  
3. **The Sale**
  - 3.1 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.
  - 3.2 Excludes those fixtures which are at the Property and are indicated on the attached list as excluded from the sale.
  
4. **Vacant Possession**

The Property is sold with vacant possession.
  
5. **Matters affecting the Property**
  - 5.1 The Property is sold free from incumbrances other than:-
    - (a) any matters other than financial charges disclosed or which would have been disclosed by the searches and enquiries which a prudent purchaser would have made before entering into this Agreement
    - (b) wayleaves consents permissions or privileges in respect of any service pipes wires cables conduits poles stays pylons or other apparatus
    - (c) liability to repair walls fences roadways drains sewers pipes wires cables conduits dykes ditches or the like
    - (d) local land charges (whether registered before or after the date of this Agreement or not) and matters capable of registration as local land charges whether or not so registered
    - (e) notices served and orders demands proposals or requirements made by any local or other authority or company whether before or after the date of this Agreement
    - (f) actual or proposed orders directions notices charges restrictions conditions agreements and other matters arising under the Town and Country Planning legislation
    - (g) ecclesiastical or civil duties and payments charged upon or payable out of the Property
    - (h) drainage rates and charges and other outgoings
    - (i) incidents of tenure rights of way (whether public or private) light air and drainage and other easements quasi-easements rights liberties and privileges
    - (j) any matters which the Seller does not and could not reasonably know about
    - (k) any matters discoverable by inspection of the Property by the date of this Agreement
    - (l) public requirements
  - 5.2 The Seller shall not be required to define any of the matters or things referred to in this clause or ascertain the ownership of any walls fences ditches or such other matters and things as aforesaid beyond such information (if any) as is afforded by the documents of title
  - 5.3 The Buyer is deemed to have full knowledge of the matters referred to in this clause and will raise no enquiry, requisition, objection or claim in respect of them
  
6. **Transfer**

The Transfer to the Buyer will contain:

  - (a) a declaration as to the title guarantee with which the Transfer is made as stated in this contract;

- (b) a provision that the disposition effected by the Transfer is made subject to all the matters to which this contract is made subject as set out above;
- (c) a provision that all matters recorded at the date of the Transfer in registers open to public inspection, are deemed to be within the actual knowledge of the Buyer for the purposes of section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994, notwithstanding section 6(3) of that Act;
- (d) a provision that the Property will not, by virtue of the Transfer, have any rights or easements of the benefit of any other matters over any land retained by the Seller other than those (if any) which are expressly mentioned in or granted by the Transfer and a provision that section 62 of the Law of Property Act 1925 is qualified so as not to include any liberties, privileges, easements, rights or advantages over land retained by the Seller except as expressly mentioned in or created by the Transfer;
- (e) a covenant by the Buyer by way of indemnity only on the Buyers' behalf and on behalf of the Buyers' successors in title to observe and perform the charges, incumbrances, covenants and restrictions contained or referred to in the property and charges registers of Title Number CU239017 insofar as they are subsisting and capable of taking effect and will keep the Seller indemnified against all proceedings, costs, claims and expenses arising from any failure so to do
- (f) the following provision for the appointment of a trustee: For the purpose of giving a valid receipt for the purchase price, Trevor Philip Price (Current Trustee) in exercise of the power under section 36(6) of the Trustee Act 1925 appoints Arnison Heelis Trust Corporation Limited (company no: 13590227) to be a trustee of the Property with the Current Trustee.

**7. Buyer's acknowledgement of condition**

The Buyer acknowledges that before the date of this contract, the Seller has given the Buyer and others authorised by the Buyer, permission and the opportunity to inspect, survey and carry out investigations as to the condition of the Property and any fixtures and contents included in the sale. The Buyer has formed his own view as to the condition of the Property and any fixtures and contents included in the sale and their suitability for the Buyer's purposes.

**8. Delayed completion**

8.1 If completion does not take place on the Completion Date in accordance with this contract due to any reason except the Seller's default, the Buyer shall pay to the Seller on actual completion the sum of £150.00 in respect of the reasonable costs of the Seller's Conveyancer of preparing and serving any notice to complete lawfully served under Condition 6.8 together with any VAT properly chargeable on those costs

8.2 If completion does not take place on the Completion Date in accordance with this contract due to the default of the Seller, the Seller shall pay or allow to the Buyer on actual completion the sum of £150.00 in respect of the costs of the Buyer's Conveyancer of preparing and serving any notice to complete lawfully served under Condition 6.8 together with any VAT properly chargeable on those costs.

8.3 The provisions of this clause 8 are without prejudice to any other rights of the parties in relation to any delay in completion.

**9. Disbursements**

On the completion date the Buyer will reimburse the Seller with the cost of the searches and disbursements included within the Auction Pack and made available prior to the auction in relation to the sale of the Property, in the sum of £210.00 plus VAT.

**10. Indemnity and Description**

10.1 Any plans published in the sales particulars are for identification only and the accuracy of such plans is not guaranteed

10.2 The sale shall not be annulled by nor shall the Buyer be entitled to compensation by reason of any error or misdescription in the sales particulars.

**11. Requisitions**

As the Buyer will have investigated title before exchange of contracts, the document provides that the Buyer is not entitled after exchange of contracts to raise any objections, enquiries or requisitions in relation to title.

**12. Representation**

Neither party can rely on the representation made by the other, unless made in writing by the other or his Conveyancer, but this does not exclude liability for fraud

**SALE AND PURCHASE**

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

**Seller's Conveyancer:**

Arnison Heelis  
1 St Andrew's Place  
Penrith  
Cumbria CA11 7AW

**Buyer's Conveyancer:**