

Property Auctions

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HOBBS • PARKER

PROPERTY AUCTION

23rd Nov 2016

2.30pm | The Amos Hall | Ashford Market

ADMINISTRATION FEE

An administration fee of
£360 (£300 plus VAT)
per lot is payable by the
purchaser/s when the
deposit is paid and contracts
are exchanged.

Hobbs Parker Estate Agents

Ashford 01233 502222 | Tenterden 01580 766766





STIPULATIONS:

Which shall be deemed part of the Conditions of Sale except where there is any inconsistency, in which case the latter shall prevail.

AGRICULTURAL LAND

- a) A valuation for growing crops may be applicable.
- b) No counter claims for dilapidations will be entertained in respect of any Lot.
- c) Basic Payment Scheme Entitlements are excluded, unless stated otherwise.
- d) Some agricultural land may fall within an area where an annual land drainage rate is payable.

BOUNDARIES

Should any dispute arise as to boundaries or any point arise on the Stipulations, Particulars or Plan, or any interpretation of any part of them as to any right therein referred to, the question shall be referred to the Arbitration of the Auctioneers whose decision shall be final and binding upon all parties, both as to the matter in dispute and the costs arising out of the arbitration.

The properties being open to inspection the purchaser shall be deemed to have full knowledge of ownership of any tree, boundary or any part of the properties or land.

COMPLETION OF CONTRACT

The successful bidder is bound under contract at the fall of the hammer following the final bid. Immediately thereafter the purchaser will be required to supply full details of the name or names in which the purchase is being made and the name and address of solicitors acting.

This information will be used to complete a Memorandum of Sale in the form of the one on the rear of these particulars which the Purchaser(s) must sign and exchange with the Auctioneers when paying the deposit prior to leaving the Auction Room.

DEPOSIT

A deposit of 10% of the purchase price, or £3,000, whichever is the greater, will be payable at the fall of the hammer. Payment MUST be made by Bankers Draft or Building Society Cheque made out to Hobbs Parker Ventures Limited or by Debit Card (Credit Cards and Cash are not acceptable).

FENCING

A purchaser may be responsible (where necessary) for the erection of sound and stockproof fencing to define new boundaries, within 4 weeks of completion and

thereafter for the maintenance of those boundaries marked on the sale plan either with inward "T" marks or by reference to lettering on the plan. (Newly created boundaries are usually indicated on site by wooden stakes in the ground).

The minimum specification of fencing to be as follows:

Properly strained 5" diameter posts at the end of the fence line and all corners at maximum spacing of 20 yards, intermediate tanked 3" spiles at maximum of 6' spacings 4' out of the ground with medium gauge pig netting C8/80/15 of British Standard Specification with 2 strands of double strand barbed wire over.

GENERAL CONDITIONS OF SALE

These are printed on the inside cover at the rear of this catalogue and form part of the sale contract.

INSPECTION

Prospective Purchasers are assumed to have inspected the property in which they are interested, to have read through and understood the Legal Pack provided and, to have made all additional enquiries either they or their solicitor felt were appropriate.

ORDER OF SALE

The properties will be offered in catalogue order, however the Auctioneers reserve the right to alter the lotting, alter the order of sale, to combine lots or to sell the whole or part of any Lot privately prior to the sale or to withdraw any Lot, or part thereof, without declaring the reserve price.

OUTGOINGS

The properties are sold subject to all outgoing whether mentioned in these particulars or not. Any figures given are for guidance only.

PARTICULARS AND PLANS

a) These are believed to be correct but their accuracy is not guaranteed nor can any claim be admitted for errors or omissions. The contract shall be made upon these Particulars, Special and General Conditions of Sale, Stipulations and Revision Notes (if any) which may be at the sale and subject to any alterations announced at the sale.

b) The particulars have been carefully prepared but no warranty of accuracy is given or implied and the properties being open for inspection a purchaser shall be deemed to be satisfied that they are correctly described in all respects as to quantity or otherwise and no error or mis-statement shall annul the sale or give grounds for an action in law or be deemed a ground for payment of compensation.

c) All plans in these particulars are produced by the Auctioneers For Identification Purposes Only by permission of Ordnance Survey under Licence No. 100003688.

RIGHTS OF WAY, EASEMENTS

All Lots are sold subject to or with the benefit of all existing rights of way, water, light and all other easements and rights at present enjoyed whether mentioned in these particulars or not.

NOTICE TO BIDDERS

ADMINISTRATION FEE

An administration fee of £360 (£300 plus VAT) per lot is payable by the purchaser/s when the deposit is paid and contracts are exchanged.

AVAILABILITY OF LOTS

Prospective purchasers are advised to check with Hobbs Parker Estate Agents on the morning of the sale to ensure that any particular lot will be offered at the auction. (01233) 502222 (Ashford Office) or (01580) 766766 (Tenterden Office)

BIDDER REGISTRATION

- a) All potential buyers are required to register their details before bidding, prior to the commencement of the auction. At registration you will need to provide the full name and address of the buyer for contract purposes, the bidder's details (if you are different from the named buyer) and an indication of the firm of solicitors that will be acting on your behalf.
- b) You will be allocated a bidding number which will enable you to bid for which there is no charge.
- c) The auctioneers reserve the right refuse a bid where registration has not taken place and to offer the lot to the under-bidder if necessary.

BUILDING INSURANCE

It is the purchaser's responsibility to insure properties from the fall of the hammer and immediate arrangements should be put in hand to provide the necessary cover.

GUIDE PRICES

An auction guide price is an indication of the seller's current minimum acceptable price at auction. The guide price or range of guide prices is given to assist interested parties in deciding whether or not to pursue a purchase. The guide price, or range of guide prices, is agreed with the seller at the start of marketing.

The reserve is not fixed at this stage and can be adjusted by the seller at any time up to the day of the auction in the light of interest shown during the pre-auction marketing period. This guide price can be shown either as a minimum and maximum guide range within which an acceptable sale price (reserve price) would fall or as a single price figure within 10% of which the minimum acceptable price (reserve) would fall.

Both the guide price and the reserve price can be subject to change up to and including the day of the auction. Please keep in contact with us and a close eye on our website for guide price changes.

LEGAL PACKS

Legal packs for individual properties are usually available about 2 – 3 weeks before the auction.

These generally contain:

- 1) Special Conditions of Sale.
- 2) Draft Land Registry transfer documents and plans.
- 3) Copy Land Registry documents and plans.

4) A Local Authority Search.

5) Replies to general pre-contract enquiries.

And may also contain other documents relevant to the property.

Legal Packs will either be available on request or to download free of charge from the Property Auction section of our website.

If sellers or their solicitors require paper copies of any legal pack then a minimum charge of £30 (including VAT) will apply.

In some circumstances sellers solicitors may insist on sending out paper copies of legal packs direct for which they may make their own charge.

RESERVE PRICE

This is the seller's minimum acceptable price at auction and the figure below which the auctioneer is instructed not to sell. The reserve price is not disclosed and remains confidential between the seller and the auctioneer. Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

Please keep in touch with us during the lead up to the auction and keep an eye on our website.

VIEWING

Viewing is strictly by appointment through Hobbs Parker Estate Agents on Ashford: (01233) 506233 or Tenterden: (01580) 766766.

Viewing of parcels of bare land is generally allowed without appointment during daylight hours.

WITHDRAWALS/SALES PRIOR

There is always the possibility that a lot or lots may be withdrawn from the auction or sold prior to auction. Please keep in touch with us in the days leading up to the auction and keep regular checks on our website that the property you are interested in has not been withdrawn or sold prior to auction.



LOT 1

Jesse's Paddock

Egerton Forstal, Ashford, Kent TN27 9AB

About 1.05 acres.

Pre-Auction Guide Price: £55,000 - £65,000

COMPLETION

This will take place on
Wednesday 7th December 2016
(14 days).



DESCRIPTION

A small parcel of pastureland with mature hedgerow boundaries on the South West corner of the village offering possible planning potential. The land adjoins a small development of houses with access from Chantlers Meadow and Forstal Road and the right to connect mains services.

TENURE

Freehold - Vacant Possession on Completion.

SOLICITOR

Blair Gulland
Gullands Solicitors,
16 Mill Street, Maidstone, Kent ME15 6XT
Tel: 01622 678341 Email: b.gulland@gullands.com





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SERVICES

No services are currently connected but the land has the right to connect to services within the adjoining Chantlers Meadow.

PLANNING

Interested parties must make their own enquiries as to the planning potential of the land either with a planning consultant or direct to Ashford Borough Council, 01233 331111 (www.ashford.gov.uk).

LEGAL PACKS

Legal packs are expected to be available during the week commencing Monday 7th November 2016 or earlier if possible.

COMPLETION

Completion will take place on Wednesday 7th December 2016.

GENERAL CONDITIONS OF SALE

1. Definitions And Interpretation in these General conditions of sale:
 - 1.1 'each Property' means each of the properties described in the particulars of sale annexed to these general conditions of sale ('the Particulars of Sale') identified by a lot number and referred to in the heading of the annexed relevant special conditions of sale ('the Special Conditions of Sale') and 'any Property' means any one of the said properties.
 - 1.2 'the Vendor' means any person or persons named in the Particulars of Sale as the Vendor of any Property and includes the personal representatives of any such person or persons.
 - 1.3 'the Purchaser' means any person or persons named in any annexed memorandum of contract as the Purchaser of any Property and includes the personal representatives of any such person or persons.
 - 1.4 'the Contractual Completion Date' means the date specified in Condition 9.
 - 1.5 'the Completion Date' means the date on which completion takes place.
 - 1.6 'the Purchase Price' means the amount bid by the Purchaser for each Property which shall be exclusive of any Value Added Tax payable.
 - 1.7 'the Value Added Tax' means the Value Added Tax if any which is mentioned in the relevant Particulars of Sale as payable in respect of any Property.
 - 1.8 'a Received Value Added Tax Invoice' means a Value Added Tax Invoice in respect of the Value Added Tax addressed to the Purchaser and received by the Vendor.
 - 1.9 'the Auctioneer' means Hobbs Parker Ventures Limited, trading as Hobbs Parker Estate Agents of Romney House Ashford Market, Ashford Kent.
 - 1.10 'the Standard Conditions' means the Standard Conditions of Sale (Fifth Edition).
 - 1.11 'the Planning Acts' means the Town and Country Planning Act 1990 and any statutory extension or modification amendment or re-enactment of it and any regulations or orders made.
 - 1.12 'the Vendor's Solicitors' means in respect of any Property the person or firm named in the relevant Special Conditions of Sale.
 - 1.13 'the Purchaser's Solicitors' means in respect of any Property the person or firm named as such in the annexed relevant memorandum of contract.
 - 1.14 words importing the masculine include the feminine and the neuter and vice versa.
 - 1.15 words importing the singular include the plural and vice versa.
 - 1.16 references to persons include bodies corporate and vice versa.
 - 1.17 save where the context otherwise requires all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly and severally.
 - 1.18 save where otherwise stated any reference to a numbered condition means the condition in these general conditions of sale which is so numbered.
2. General and Special Conditions of Sale
 - 2.1 Each Property is sold subject to these General Conditions of Sale and to the relevant Special Con-
 - ditions of Sale annexed to these General Conditions of Sale.
 - 2.2 In the event of any conflict between these General Conditions of Sale and the relevant Special Conditions of Sale in respect of any Property then the relevant Special Conditions of Sale shall prevail.
 3. The Standard Conditions Shall Apply To The Sale In So Far As They Are Applicable To A Sale By Auction And Are Not Inconsistent With These General Conditions Of Sale And/Or The Relevant Special Conditions Of Sale But Subject To The Following Variations And Provisions:
 - 3.1 'the seller' shall have the meaning attributed to 'the Vendor' by clause 1.2 of these General Conditions of Sale.
 - 3.2 'the buyer' shall have the meaning attributed to 'the Purchaser' by clause 1.3 of these General Conditions of Sale.
 4. Reserve Price

Unless otherwise stated the sale of each Property is subject to a reserve price and the Vendor of each Property reserves the right to bid personally or through his agent at the auction.
 5. Deposit
 - 5.1 A deposit of 10% of the Purchase Price shall be paid by the Purchaser to the Auctioneer as Agent for the Vendor.
 - 5.2 If a cheque given as a deposit is dishonoured upon presentation or if the Purchaser fails to pay a deposit within one hour after the acceptance of his bid the Vendor may if he so chooses and without obligation to notify the Purchaser treat the conduct of the Purchaser as a repudiation of the contract and the Vendor may resell the Property the subject of the Purchaser's bid without notice and/or do all other acts and deeds available to him as a consequence of the Purchaser's conduct but without prejudice to any claim he may have against the Purchaser in contract tort or otherwise.
 - 5.3 The Auctioneer reserves the right to hold the part of any Memorandum of Contract signed by him on behalf of the Vendor until the Purchaser's cheque for the deposit payable by him has been cleared.
 - 5.4 The Value Added Tax shall be paid on the Completion Date by the Purchaser in addition to (and not as part of) the Purchase Price.
 - 5.5 The Vendor shall supply a Received Value Added Tax Invoice to the Purchaser upon the payment by the Purchaser of the Value Added Tax.
 6. Auctioneer
 - 6.1 The Auctioneer reserves the right to regulate the bidding and to refuse to accept any bid or bids (without giving any reason for his refusal) in his sole absolute discretion.
 - 6.2 In the event of any dispute on bidding the Auctioneer's decision shall be final.
 7. Tenure and Title
 - 7.1 The Tenure of each Property is Freehold, unless otherwise stated.
 - 7.2 Subject to the terms of these Conditions and the Standard Conditions of Sale the Vendor will transfer the Property with the Title Guarantee specified in the Special Conditions of Sale.
 8. Interest Rate

The Standard Conditions shall be read and construed as if the Rate of Interest referred to was 3% above Lloyds Bank Plc Base
9. Rate for the time being in force.
 - 9.1 The Contractual Completion Date
 - The Contractual Completion Date shall be the date specified in the relevant Special Conditions of Sale or if none is so specified it shall be four weeks after the date of the auction.
 10. Presumptions As To Searches And Enquiries

The Purchaser shall be deemed:

 - 10.1 to have made all local land charges searches and enquiries of the relevant local and other authorities that a prudent purchaser would normally make prior to entering into a contract to purchase real property.
 - 10.2 to have knowledge of all matters that would be disclosed by them and
 - 10.3 to purchase subject to all those matters.
 11. Presumption As To Description

Each Property is believed and shall be taken to be correctly described as to quantity and otherwise and any error omission or mis-statement found in the relevant Particulars of Sale or these General Conditions of Sale shall not annul the sale or entitle the Purchaser to any compensation.
12. Protection Of The Auctioneer

The Auctioneer shall be under no financial liability to the Purchaser or anyone deriving their interest through or under the Purchaser in respect of any matters arising out of the auction or the relevant Particulars of Sale or these General Conditions of Sale.
13. Incumbrances
 - 13.1 Each Property is sold subject to all (if any) matters referred to in the relevant Particulars of Sale and/or the relevant Special Conditions of Sale.
 - 13.2 Whether or not the Purchaser shall have inspected any of the documents relating to any of those matters he shall be deemed to purchase with full knowledge of them and their contents and shall not make any objection nor raise any requisition in relation to them or any of them notwithstanding any partial incomplete or inaccurate statement in the relevant Particulars of Sale in relation to them or any of them.
14. Fixtures And Fittings
 - 14.1 Where any Property includes fixtures fittings and/or installations the Purchaser shall satisfy himself as to the ownership of them and whether or not they or any of them are subject to any conditional or deferred sale or any hire or hire purchase agreements.
 - 14.2 Neither the Vendor nor the Auctioneer accepts any liability in respect of payments which may be outstanding in respect of those fixtures fittings and installations or any of them or any other responsibility whatsoever regarding them.
 - 14.3 Where the Vendor is a party to any conditional or deferred sale or hire or hire purchase agreement as referred to in condition 14.1 the Purchaser shall keep the Vendor fully and effectually indemnified from and against all costs claims demands damages and losses and any other expenses arising from any breach non-observance or non-performance of the agreement (whether or not resulting from the sale to the Purchaser).
15. Sale By Separate Lots Or Early Sale
 - 15.1 The Auctioneer reserves the
 - right to sell all or any of the Properties in separate lots or sell in one lot where individual lots are offered.
 - 15.2 The Auctioneer reserves the right to sell prior to the auction.
16. Vendor's Reserved Rights

The Vendor Reserves the Right to alter or add to the relevant Particulars of Sale and the relevant Special Conditions of Sale at any time prior to or at the auction.
17. Planning Matters

No objection shall be made or requisition shall be raised as to the permitted use of any Property for the purpose of the Planning Acts and the Purchaser shall take any Property sold to him subject to all relevant matters under the Planning Acts including (without prejudice to the generality) contraventions and alleged contraventions of them or any of them.
18. Matters Affecting The Property
 - 18.1 Each Property is sold subject to such of the following matters as affects it:
 - 18.1.1 all matters capable of registration as local land charges but not so registered on or before the date of the auction.
 - 18.1.2 all notices served and orders demands proposals or requirements made by any competent authority whether before or after the date of the auction.
 - 18.1.3 all easements quasi-easements rights exceptions or other similar matters whether or not apparent on inspection or disclosed in any of the documents referred to in these General Conditions of Sale or the relevant Special Conditions of Sale or the relevant Particulars of Sale.
 - 18.2 The Purchaser shall take any Property sold to him subject to and shall be responsible for complying with all lawful notices and/or lawful requirements relating to that Property and made by a competent authority person or body and whether served or intimated before or after the date of the auction.
 - 18.3 Notwithstanding anything contained or referred to in these General Conditions of Sale or in the relevant Particulars of Sale or in the relevant Special Conditions of Sale no representation warranty or condition (collateral or otherwise) is made or implied as to:
 - 18.3.1 the state or condition of any Property or any part of it.
 - 18.3.2 whether any Property is subject to any resolutions schemes development orders improvement notices or schemes sanitary notices or intimation notices or proposals under the Housing Act 1985.
 - 18.3.3 whether any property is in an area where redevelopment is proposed or is subject to a road widening proposal or scheme or any similar matter affecting its use and occupation.
 - 18.4 The Purchaser shall be deemed to purchase any Property in all respects subject to such (if any) of the matters referred to in condition 18.3 as affect it whether or not he made any enquiry regarding these matters or any of them and neither the Vendor nor the Auctioneer shall be required or bound to inform the Purchaser of any of those matters (whether known to them or either of them or not) and the Purchaser shall not raise any requisition or make any objection in respect of any
 - of those matters and neither the Vendor nor the Auctioneer shall in any way be liable to the Purchaser in respect of any of those matters or any failure to disclose any of those matters (it being solely the duty of the Purchaser to satisfy himself at his own risk in respect of all those matters).
19. Purchaser's Requisitions
 - 19.1 The Purchaser shall not raise any requisition or make any objection in relation to any of the matters referred to in conditions 10 11 13 and 18 and the Purchaser shall indemnify the Vendor in respect of any claims which have arisen or may arise relating to those matters or any of them.
 - 19.2 In connection with the sale of each Property it shall be the sole responsibility of the Purchaser to satisfy himself before making a bid for any Property as to the accuracy of the particulars contained in the relevant Particulars of Sale.
20. Disclaimer

The Purchaser admits:

 - 20.1 that prior to making his bid he inspected any Property sold to him and that he made his bid and purchases that Property with full knowledge of its actual state and condition and takes it as it stands.
 - 20.2 that he bid for any Property solely as a result of his own inspection and on the basis of the terms of these General Conditions of Sale and the relevant Special Conditions of Sale and the relevant Particulars of Sale and not in reliance upon any representation or warranty (written or oral expressed or implied) made by or on behalf of the Vendor (save for any representation or warranty contained in written replies given by the Vendor's Solicitors to any preliminary enquiries raised by the Purchaser or the Purchaser's Solicitors prior to or at the auction) which replies were given subject to any terms and conditions upon which they were expressed to be given and
 - 20.3 the agreement constituted by these General Conditions of Sale the relevant Special Conditions of Sale the relevant Particulars of Sale and the relevant Memorandum of Contract contains the entire agreement between him and the Vendor.
21. Purchaser To Be Liable As Principal

The Purchaser shall be personally liable on making an accepted bid whether or not he purports to act as agent for a principal (and despite him purporting to sign the relevant Memorandum of Contract in a representative capacity) Provided that if the relevant Memorandum of Contract is so signed the liability of the Purchaser and the Principal shall be joint and several and Provided that an individual may bid on behalf of a company without incurring personal liability if

 - 21.1 he has notified the Auctioneer before commencement of the auction that he intends to bid on behalf of a company and of the identity of that company and
 - 21.2 the Auctioneer accepts such bids.

