

HOBBS • PARKER

Estate Agents LLP

Property Auction

Wednesday 16 July 2008



established 1850



STIPULATIONS

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

ORDER OF SALE

The properties will be offered in catalogue order, however the Auctioneers reserve the right to alter the lotting, 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.

TENURE AND POSSESSION

All Lots are Freehold and sold with the benefit of Vacant Possession unless otherwise stated.

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.

SPORTING RIGHTS

These are in hand on all Lots unless stated otherwise.

TIMBER

All standing timber and growing trees will be included in the purchase price of the freehold, without additional payment unless otherwise stated.

FENCING

The purchaser shall be responsible (where necessary) for the erection of sound and stockproof fencing within 4 weeks of completion and thereafter for the maintenance of those boundaries marked on the sale plan with inward "T" marks. But see individual Lots.

The minimum specification of fencing to be as follows:

Properly strained tanked 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.

The attention of purchasers is drawn to the fact that newly created boundaries are indicated on site by wooden stakes in the ground.

BOUNDARIES

Should any dispute arise as to boundaries on any point on the Stipulations, Particulars or Plan, or in 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.

PARTICULARS AND PLANS

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.

TOWN PLANNING

The properties notwithstanding any descriptions contained in these particulars are sold subject to any Development Plan, Tree Preservation Order, Town Planning Scheme, Resolution or Notice which may be or come into force, and also subject to any Statutory Provision or Bye-Law, without obligation on the part of the vendors to specify them. However in respect of all Lots, the purchasers shall not prior to the completion date make any application under the Planning Acts in respect of the properties without prior written agreement of the vendors.

SPECIAL NOTE

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.

Special Conditions of Sale as applicable to particular Lots will be issued as a supplement to the Auction Catalogue and shall be taken as forming part of the same. Whether or not inspecting the same, the purchaser shall be deemed to purchase with full notice of the said Conditions and other deeds and documents.



WEDNESDAY 16 JULY 2008

2.30pm · Amos Hall · Ashford Market

LOT 1

Quarrington Lane Land
Brabourne

LOT 2

The Paddock
Kenardington

LOT 3

Peach House
Lydd

LOT 4

Faith Cottage
Garlinge Green

LOT 5

Church Lane Paddock
Shadoxhurst

LOT 6

Church Lane Field
Shadoxhurst

LOT 7

Building Plot
Willesborough

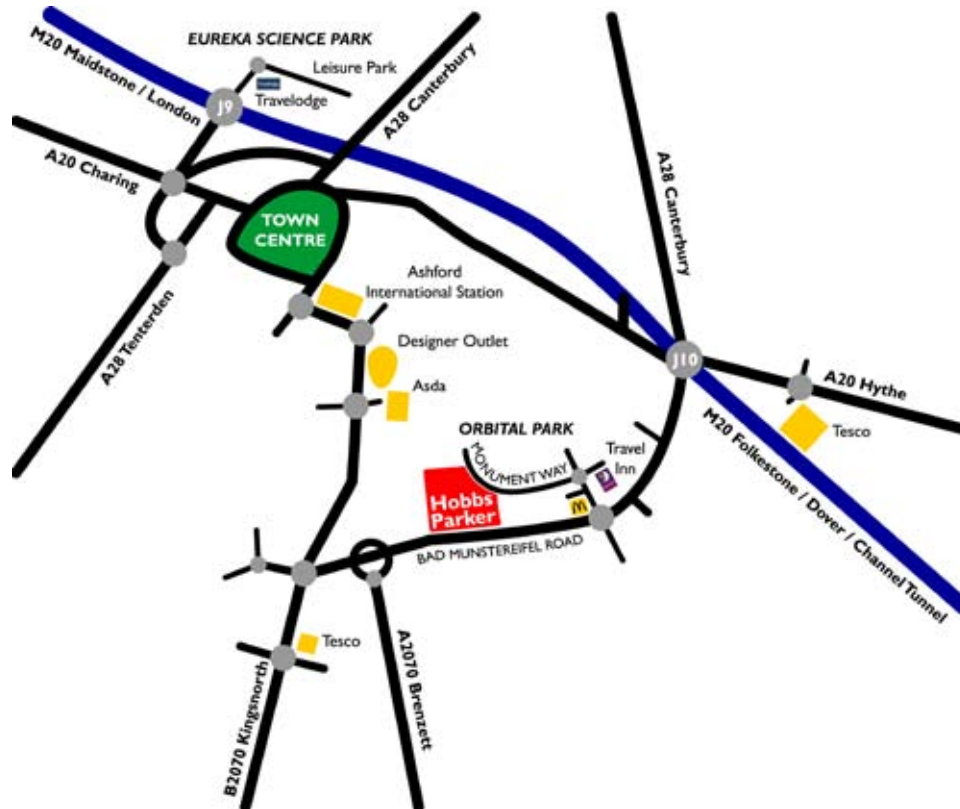
LOT 8

Rosemary Cottage
Bilsington

SOLD PRIOR



ASHFORD MARKET LOCATION PLAN



MISREPRESENTATION ACT 1967

The Auctioneers for themselves and for the Vendors of the property give notice that:-

- 1) all statements contained in these particulars as to these properties are made without responsibility on the part of the Auctioneers or the Vendors.
- 2) none of the statements contained in these particulars as to the properties are to be relied upon as a statement or representations of fact.
- 3) any intending purchaser must satisfy himself or themselves by an inspection or otherwise as to the correctness of each of the statements contained in these particulars.
- 4) the Vendors do not make or give neither the Auctioneers nor any person in their employment any authority to make or give any representation or warranty whatsoever in respect to these properties.

GENERAL CONDITIONS OF SALE

These are printed on the inside cover at the rear of this catalogue.

OUTGOINGS

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

AGRICULTURAL LAND

A valuation for growing crops may be applicable. See individual lots. No counter claims for Dilapidations will be entertained in respect of any Lot. Single Farm Entitlements are excluded, unless stated otherwise.

PLANS

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

VIEWING

Viewing of each lot is Strictly by Appointment through Hobbs Parker Estate Agents LLP on (01233) 502222 or fax (01233) 506299.

LEGAL PACKS

Legal packs for each individual property are normally available about 2 weeks before the auction.

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.

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 details of the name in which the purchase is being made and those of solicitors acting.

These purchaser(s) details will be used to complete a Memorandum of Contract in the form of the one on the rear of these particulars which the Purchaser(s) must sign and exchange with the Auctioneers prior to leaving the Auction Room, at the same time as paying the deposit.

DEPOSIT

A deposit of 10% of the purchase price, subject to a minimum of £1,000 (unless stated differently), will be required at the fall of the hammer. Payment MUST be made by Bankers Draft, Building Society Cheque or Debit Card (Chip & PIN) only.

INSURANCE

It is the Purchaser(s) responsibility to insure properties at the fall of the hammer and immediate arrangements should be put in hand to provide necessary cover.

AVAILABILITY

Prospective Purchaser(s) are advised to check with the Auctioneers on the morning of the sale to ensure that any particular lot will be offered at the auction.

LOT 1

Quarrington Lane Land

Brabourne, Ashford, Kent

About 5.70 Acres

Guide Price £30,000 ~ £35,000



DESCRIPTION

A parcel of pasture land, in two separate fields, situated in a delightful rural location between Brabourne, Brook and Hinxhill with road frontage to Quarrington Lane and an established access gateway.

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

Wednesday 13 August 2008

SOLICITOR

M. J. Dewey
Hallett & Co, 11 Bank Street, Ashford, Kent TN23 1DA
Tel : 01233 625711 Fax: 01233 643841

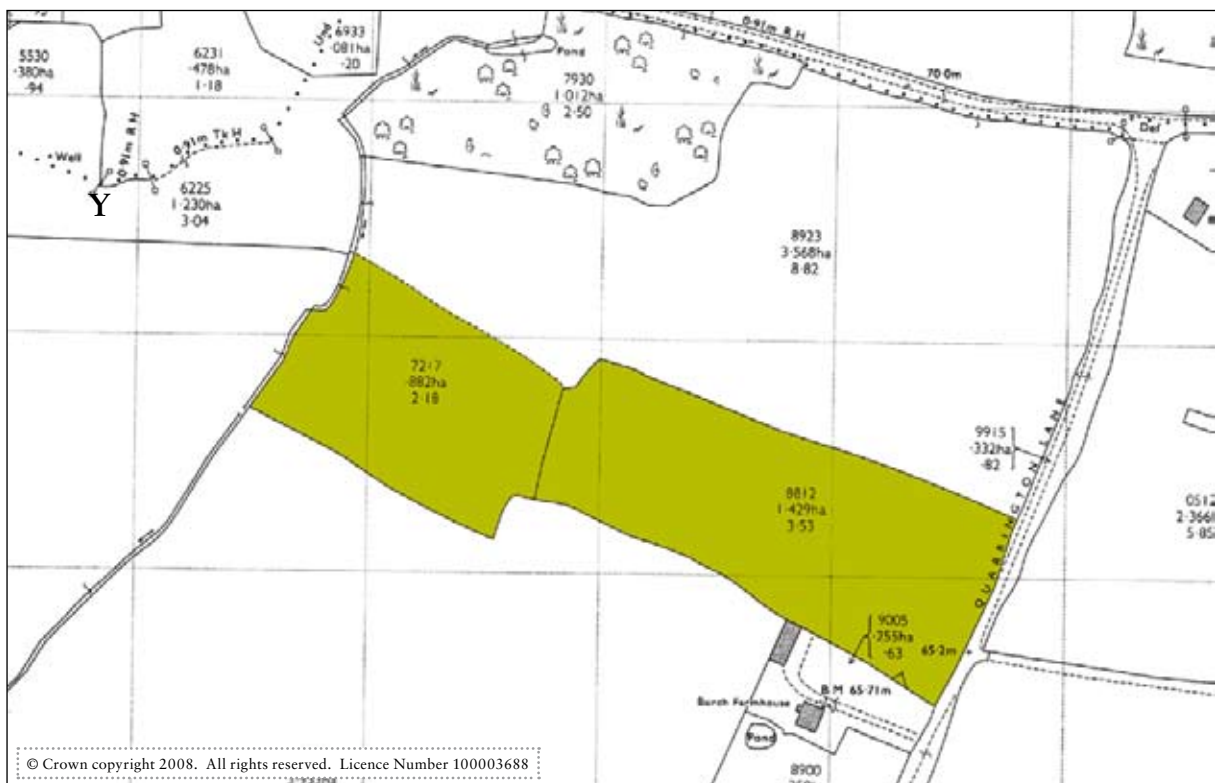
POSTCODE

TN25 5NA

DIRECTIONS

From M20 (Jct 10) : Head due south-west away from Ashford on the A20 towards Smeeth/Hythe.
Continue for exactly 0.7 mile and take the first left turn into Bockham Lane, signed Brook. Proceed for exactly 0.5 mile and turn right into Quarrington Lane. Continue along this lane without deviation for almost exactly 1.25 miles and the land will be found on the left hand side, just past Burch Farmhouse.

PLANS FOR IDENTIFICATION PURPOSES ONLY



LOT 2

The Paddock

Snargate Road, Kenardington, Ashford, Kent

About 2.74 Acres

Guide Price £20,000 ~ £25,000



DESCRIPTION

A single parcel of pasture land, located in a delightful rural location between Kenardington, Snargate and Appledore along a quiet country lane with an established access gateway and with mains water connected.

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

Wednesday 13 August 2008

SOLICITOR

Mr Blair Gulland
Gullands, 16 Mill Street, Maidstone, Kent ME15 6XT
Tel : 01622 678341 Fax: 01622 757735

POSTCODE

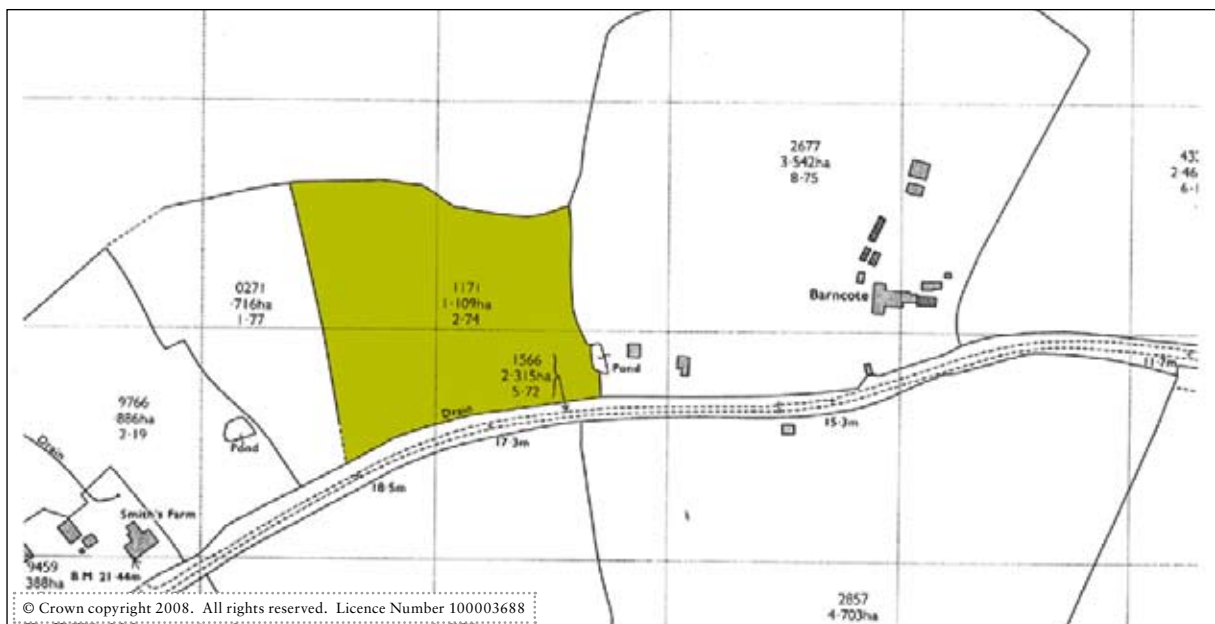
TN26 2BT

DIRECTIONS

From M20 (Jct 10) : Head due south on the A2070 away from Ashford. Exit signed Hamstreet and at the 'T' junction turn left down into Hamstreet village. At the crossroads in the centre of the village turn right towards Woodchurch and continue along this road for about 1.5 miles and turn left towards Kenardington and Appledore. Continue without deviation, passing through Kenardington village for a further 1.25 miles and take the left turn into Snargate Road. Proceed along this road for about 0.6 of a mile the land will be found on the left hand side between Smith's Farm and Barncote.



PLANS FOR IDENTIFICATION PURPOSES ONLY



LOT 3

Peach House

Lydd, Romney Marsh, Kent

Guide Price £125,000



DESCRIPTION

Peach House is a detached Victorian house believed to date from the 1880's within part walled gardens – the plot measures approximately 70 ft x 60 ft. Within the overgrown gardens is a substantial character outbuilding.

The property now requires extensive refurbishment and restoration and may also be suitable for redevelopment, subject to obtaining the necessary permissions.

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

Wednesday 13 August 2008

SOLICITOR

Stilwell & Harby, 110 Maison Dieu Road, Dover, Kent CT16 1RT
Tel : 01304 206850 Fax: 01304 206950



ACCOMMODATION

GROUND FLOOR

UPVC Double Glazed Door to:

Enclosed Porch Quarry tiled floor. Part glazed door to:

Sitting Room 13'8 x 12' Fireplace with tiled surround with cupboard to side. Beams to ceiling. Panelled door to:

Inner Hall Understairs cupboard. Stairs to first floor. Part wainscot panelled walls and panelled doors to:

Dining Room 11'9 x 9'5 Overlooking the front garden with beamed ceiling.

Kitchen/Breakfast Room 11'7 x 10'6 Fireplace with overmantel housing multi-fuel stove.

Stainless steel sink unit. Part glazed door to:

Rear Porch With door to rear garden.

Pantry Fitted shelves.

Bathroom W.C. with high level cistern.

Pedestal wash basin. Bath with shower above.

FIRST FLOOR

Landing Part wainscot panelled walls.

Panelled doors to:

Bedroom 1 11'7 x 10'6 (rear) Pretty decorative cast iron fireplace.

Bedroom 2 10'5 x 9' (rear)

Bedroom 3 12'1 x 10'4 (front) Beam to ceiling

Bedroom 4 12'2 x 10'1 Exposed beam to ceiling. Sealed fireplace with fitted cupboard to sides. Stairs to:

Attic Room
20'2 x 12'
(at floor level) Sloping ceilings and window to apex

Outside W.C.



GARDENS

The gardens lie to the front and side of the property with pretty old iron railings to the front boundary and a rustic brick wall to one side. Within the front garden is a substantial detached outbuilding (23'6 x 10'6) of timber construction with corrugated iron roof and original brick floor. Storage to loft area. To the front and side of the property are areas of overgrown lawn, kitchen garden with pear and apple trees and to the rear is a paved area with access to the outside W.C., tool shed and coal bunkers. There is ample scope to provide for off-road parking or for the construction of a garage (subject to the necessary permissions).



SERVICES

Mains water, electricity and drainage. Heating to kitchen by multi-fuel stove. Mains gas available.

POST CODE

TN29 9DE

DIRECTIONS

From Ashford proceed along the A2070 to the Brenzett roundabout. Take the first exit left at the Brenzett roundabout. Proceeding along this road towards New Romney. Just before New Romney turn right on the sharp bend (signpost Lydd) into Romney Road (B2075), following this road past the airfield and into Station Road. In the centre of the town turn left off the High Street into New Lane, right at the 'T' junction into Park Street and after a short distance left into Bleak Road by the Royal Mail Public House. Where Bleak Road joins Queens Road turn left and Peach House is the second property on the left. Look out for our For Sale board.

LOT 4

Faith Cottage

Garlinge Green, Nr. Petham, Canterbury, Kent

Guide Price £210,000 ~ £220,000



DESCRIPTION

Faith Cottage is the end cottage of a small terrace of similar properties located in an idyllic rural lane with uninterrupted views across fields to the front, in an Area of Outstanding Natural Beauty and Conservation Area. The property is believed to have been constructed just after the First World War as a “Home for Heroes”. The property is of non traditional construction but is considered to have been well maintained externally with replacement cladding and insulation and sealed unit double glazing installed in recent years. Approximately 13 years ago a substantial extension was completed to the rear of the property to provide annexe accommodation with wheelchair ramp access. Whilst this annexe has a separate entrance it could be incorporated into the principal accommodation with relative ease.

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

Wednesday 13 August 2008

SOLICITOR

David Fifield
Hallett & Co, 11 Bank Street, Ashford, Kent TN23 1DA
Tel : 01233 625711 Fax: 01233 643841



ACCOMMODATION

Sitting Room/Kitchen 20' x 17'2 max overall
Originally two rooms, this open plan area has a small open fireplace with arched recess housing woodburning stove with raised brick hearth. Within the kitchen area is a similar fireplace with shelving to the recess and a range of fitted cupboards with stainless steel single drainer sink unit, fitted oven and hob and space for appliances. There is a woodblock floor throughout this area and pine panelled doors to:

Bedroom 1 12' x 9'10

Bedroom 2 12' x 9'9 Similar fireplace recess with fitted shelves. Lovely views across farmland to the front.

Bedroom 3 10'8 x 9'10 Similar views to the front.

Bathroom 9'9 x 7'4 Coloured suite with panelled bath. Pedestal wash basin. W.C. with concealed cistern. Separate shower cubicle.

ANNEXE

There is a gentle ramp providing wheelchair access to the separate entrance located to the rear of the property.

Kitchen Fitted with oven, hob and single drainer stainless steel sink unit. Oil fired central heating boiler serving the entire property. Exposed wooden floorboards. Pine panelled doors to bathroom and to:

Bedroom/Sitting Room 17'8 x 11'5 Double aspect room with exposed wooden floorboards and fitted shelved cupboard with pine panelled doors. Connecting door to:

Bathroom/Wet Room 9'5 x 8'10 Large shower area. Wall mounted hand basin. W.C. Space and plumbing for appliances. This room is suitable for disabled use.

GARDENS

There are lawned gardens to the front and rear of the property with off-road parking for one vehicle and a variety of mature trees. Within the rear garden are two large timber garden sheds one of which is fitted with a stainless steel sink unit with light and power connected and arranged as two rooms (13'10 x 9' and 9'2 x 5'8)

SERVICES

Mains water, electricity and drainage. Oil fired central heating.

POST CODE

CT4 5RR



DIRECTIONS

From Ashford proceed along the A28 to Chilham. At the 'T' junction turn right towards Canterbury. After a short distance turn right again into Shalmsford Street. Proceed through Shalmsford Street taking the turning right (signpost Garlinge Green). Proceed along this lane through the hamlet of Garlinge Green and past the small village green and the sharp bend. Faith Cottage is approximately 0.5 mile beyond the centre of the hamlet on the left. Look out for our For Sale board.



LOT 5

Church Lane Paddock

Shadoxhurst, Ashford, Kent

About 4.25 Acres

Guided Price £25,000

SOLD PRIOR



DESCRIPTION

A parcel of level pasture land fenced as a single paddock, benefitting from road frontage to Church Lane.

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

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SOLICITOR

David Fifield
Hallett & Co, 11 Bank Street, Ashford, Kent TN23 1DA
Tel : 01233 625711 Fax: 01233 643841

RIGHTS OF WAY

Church Lane Paddock will be sold with the benefit of a right of way over a small part of Church Lane Field (shown coloured brown) in order to provide access from Church Lane.

SERVICES

Metered mains water is connected

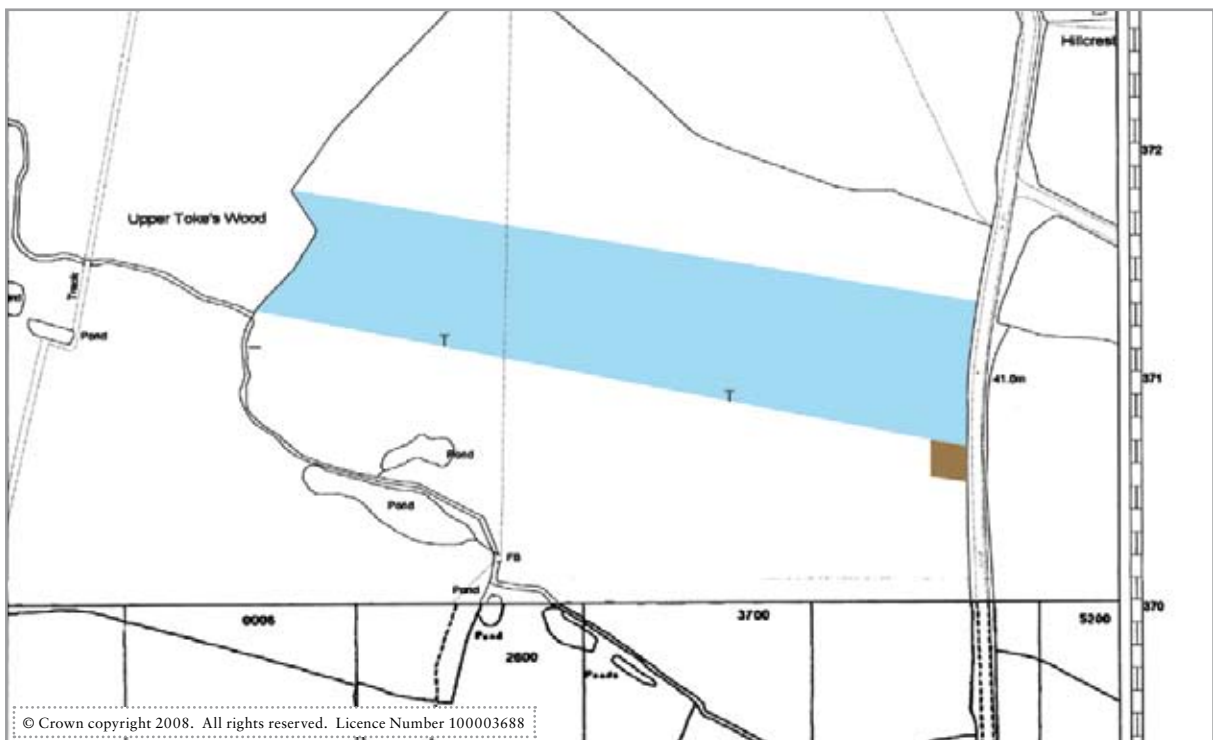
POST CODE

TN26 1LY

DIRECTIONS

From Ashford Town Centre and the Ashford International Passenger Station, head due south-west out of Ashford on the B2060 passing through the village of Kingsnorth. At the next crossroads, turn right and proceed for about ¾ mile and then turn left at the Stubbs Cross junction towards Shadoxhurst and Woodchurch. Proceed along this road without deviation for about 1 mile and just as you leave Shadoxhurst village, turn left into Church Lane. Continue along Church Lane for about a third of a mile and the land will be found on the right hand side.

PLANS FOR IDENTIFICATION PURPOSES ONLY



LOT 6

Church Lane Field

Shadoxhurst, Ashford, Kent

About 8.45 Acres

Guide Price £40,000 ~ £45,000



DESCRIPTION

A parcel of level pasture land with frontage to Church Lane, benefitting from an attractive farm pond.

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

Wednesday 13 August 2008

SOLICITOR

David Fifield

Hallett & Co, 11 Bank Street, Ashford, Kent TN23 1DA

Tel : 01233 625711 Fax: 01233 643841

RIGHT OF WAY

The brown area on the plan is subject to a right of way in favour of Church Lane Paddock.

SERVICES

Metered mains water is connected

POST CODE

TN26 1LY

DIRECTIONS

From Ashford Town Centre and the Ashford International Passenger Station, head due south-west out of Ashford on the B2060 passing through the village of Kingsnorth. At the next crossroads, turn right and proceed for about ¾ mile and then turn left at the Stubbs Cross junction towards Shadoxhurst and Woodchurch. Proceed along this road without deviation for about 1 mile and just as you leave Shadoxhurst village, turn left into Church Lane. Continue along Church Lane for about a third of a mile and the land will be found on the right hand side.

PLANS FOR IDENTIFICATION PURPOSES ONLY



LOT 7

Building Plot Adjacent 281 Hythe Road

Willesborough, Ashford, Kent

Guide Price £60,000 ~ £75,000



DESCRIPTION

The building plot provides a good opportunity to purchase a single building plot in this sought after location in Willesborough. The plot has planning permission for a 2 storey detached 3 bedroom dwelling with garage and off road parking. The size of the plot is approximately 150' deep x 23' wide.

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

Wednesday 13 August 2008

SOLICITOR

Celia Willcock

Martin Tolhurst Partnership LLP, Exchange House, Monument Way, Orbital Park, Ashford, Kent TN24 0HB
Tel : 01233 505555 Fax: 01233 505556



SITUATION

The building plot is situated on the corner of Hythe Road and Earls Avenue adjacent to number 281 Hythe Road, a sought after location in Willesborough. The plot is within approximately a mile and a half radius of Ashford Town Centre and International Station which is to enjoy High Speed Domestic Trains to London From 2009 taking approximately 37 minutes, whilst the Eurostar Service to Paris takes approximately 2 hours. Ashford is the fastest growing town between London and The Continent and the Town Centre is currently undergoing an exciting and comprehensive expansion program. Junction 10 of the M20 Motorway is within approximately a ½ mile radius and there are a good choice of schools for all ages locally in Willesborough.

PLANNING PERMISSION

Planning permission was granted by Ashford Borough Council on the 17th November 2004 under reference 04/01348/AS which allowed for the erection of a 2 storey detached house with garage.

SERVICES

We understand that mains water, electricity, gas and drainage will be available to the plot following the necessary arrangements with the service providers. Purchasers should satisfy themselves through their own investigations.

VIEWING

Viewing of the property is strictly by appointment and those interested should contact Hobbs Parker LLP. (Ref A704)

DIRECTIONS

From Junction 10 of the M20 Motorway (Coast Bound) take the fourth exit along the Hythe Road towards Ashford, proceed through the set of traffic lights and 281 Hythe Road is on the right hand side identified by the for sale board on the corner of Earls Avenue, Willesborough.



LOT 8

Rosemary Cottage

Bilsington, Ashford, Kent

Guide Price £185,000 ~ £190,000



DESCRIPTION

This substantial detached bungalow with annexe is believed to have been constructed in the late 1960's/ early 1970's and adjoins open farmland to one side with views towards Bilsington Church.

The property is in need of complete refurbishment.

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

Wednesday 13 August 2008

SOLICITOR

Richard Rix
Hallett & Co, 11 Bank Street, Ashford, Kent TN23 1DA
Tel : 01233 625711 Fax: 01233 643841



PRINCIPAL ACCOMMODATION

Entrance Vestibule 'L' shaped hall 24'4 long
Sitting Room 19'8 x 12'9
Kitchen/Breakfast Room 13'10 x 12'9
Bedroom 1 13'5 x 12'10
Bedroom 2 13'1 x 10'
Bedroom 3 13'5 x 10'4 max
Bathroom
Separate W.C.

ANNEXE

Hall
Sitting Room 18'2 x 13
Kitchen 10' x 7'4
Bedroom 1 13'2 x 9'4
Bedroom 2 13'2 x 7'3
Bathroom

GARDENS

The gardens are overgrown and now require re-landscaping. There is a driveway (currently overgrown) leading to the detached double garage.

SERVICES

Mains water and electricity, private drainage.

POST CODE

TN25 7AX



DIRECTIONS

From Ashford proceed along the A2070 to the centre of Hamstreet village. In the centre of the village turn left at the crossroads and left again at the 'T' junction opposite the village green towards Bilsington and Ruckinge. Following this road through the villages of Ruckinge and Bilsington, Rosemary Cottage is on the far side of the village of Bilsington on the right just by the crash barrier on the sharp bend. Look out for our For Sale board.



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 Receipted 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 Estate Agents LLP of Romney House Ashford Market Ashford Kent.
 - 1.10 'the Standard Conditions' means the Standard Conditions of Sale (Fourth 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 Conditions 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 Receipted 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 Rate for the time being in force.
 9. 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 improvements plans 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 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 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.

