

HOBBS • PARKER

Estate Agents LLP

Property Auction

Wednesday 26 January 2011



since
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 26 January 2011

2.30pm · Amos Hall · Ashford Market

LOT 1

Treetops
Chartham Downs

LOT 2

Building Plot
Appledore

LOT 3

Warren Cottage
Smeeth

LOT 4

Rose Dean
Brookland



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

Treetops

New House Lane, Chartham Downs, Canterbury, Kent

About 3 Acres

Guide Price £55,000 ~ £65,000



DESCRIPTION

An equestrian smallholding situated in a delightful rural location only 2 miles south of Canterbury City Centre but also within easy reach of Stone Street (B2068) which provides swift and easy access to the south to the M20 (junction 11).

TENURE

Freehold – Vacant Possession on Completion.

COMPLETION

Wednesday 23 February 2011 (28 days).

SOLICITOR

Martin Burnett
BPK Solicitors, Parkhouse, Clifford Court, Cooper Way, Carlisle, Cumbria CA3 0JG.
Tel: 01228 888 999



BUILDINGS

a) Barn – About 40' x 21'6 of timber frame and clad construction under a steel profile sheet roof with profile sheet cladding. The barn is divided internally into 3 / 4 loose boxes with a central storage area.

To the rear of the barn is a gated area for general storage.

b) Stables – Comprising 3 stables, about 36' x 12' of timber frame construction under a corrugated roof with rainwater saved to a water butt.

c) Portacabin – This is located to the side of the barn.

LAND

The land is grazed as a single parcel of pastureland with an established access gate from New House Lane which is shared with the adjoining paddock. There are some delightful views from the land to the south overlooking the village of Petham and its surrounding farmland.

SERVICES

Well waterserved by petrol generator. Septic Tank (not connected). Electricity is not connected.

POSTCODE

CT4 7BN

DIRECTIONS

From Canterbury: Leave Canterbury heading due south east on the New Dover Road. At the junction with the B2068 (Stone Street), next to Kent Cricket Club, turn right heading due south away from Canterbury. Proceed for about 2 miles and at Street End turn right onto the Chartham Downs Road towards Shalmsford Street and Chartham. Proceed for about 0.75 mile and take the second right turn (New House Lane). Proceed along New House Lane for about 300 metres and the entrance gate to

Treetops will be found on the right hand side. (Look out for our For Sale board)

From M20 (Junction 11): Head due north on the B2068 (Stone Street) towards Canterbury. Proceed for almost exactly 9 miles and upon reaching Street End turn left onto the Chartham Downs Road towards Shalmsford Street and Chartham. Proceed for about 0.75 mile and take the second right turn (New House Lane). Proceed along New House Lane for about 300 metres and the entrance gate to Treetops will be found on the right hand side. (Look out for our For Sale board)

VIEWING

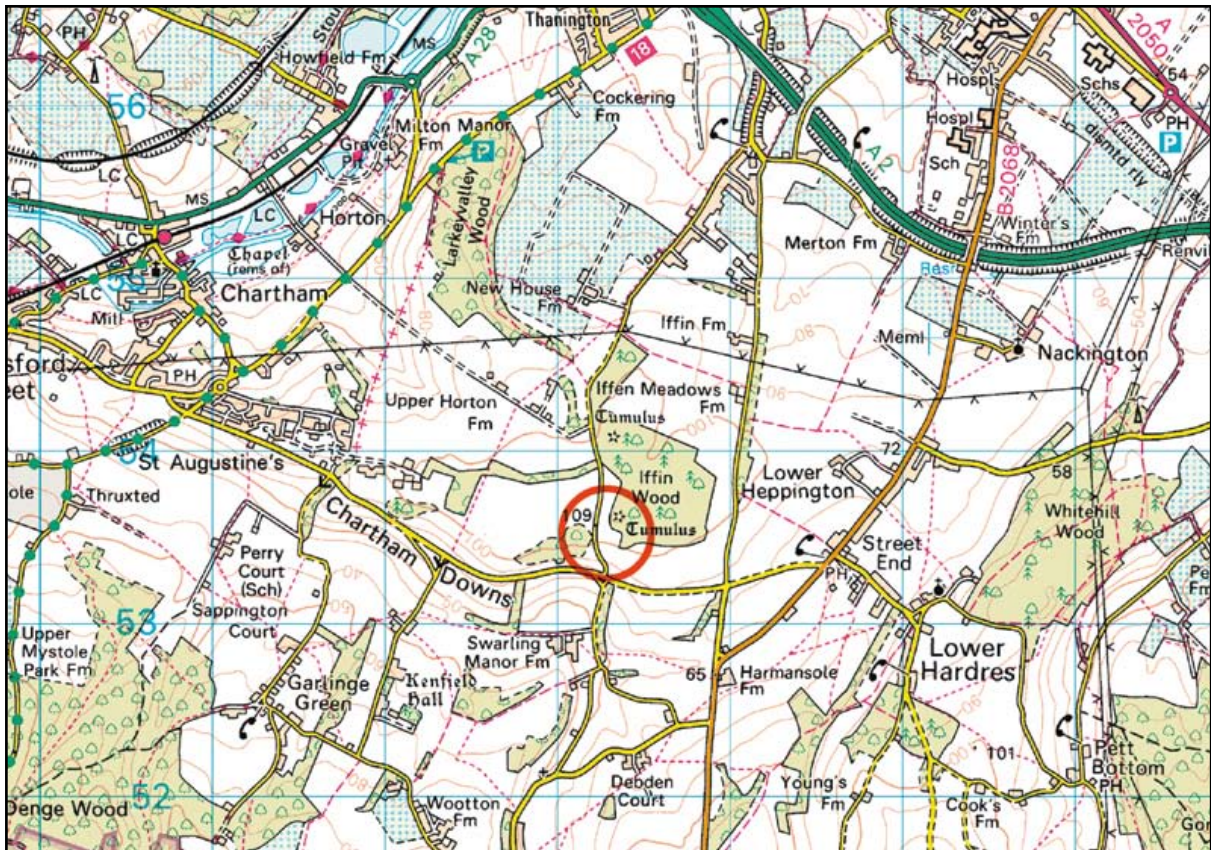
During daylight hours with these sale particulars (Reference F2194)



PLANS FOR IDENTIFICATION PURPOSES ONLY



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LOT 2

Building Plot

Heath Road, Appledore, Ashford, Kent

Just over 0.25 Acre

Guide Price £150,000 ~ £160,000



DESCRIPTION

The building plot adjacent to The Old Dairy extends to just over $\frac{1}{4}$ acre and provides a rare opportunity to construct a substantial detached 3 bedroom bungalow with en-suite facilities.

TENURE

Freehold – Vacant Possession on Completion.

COMPLETION

Wednesday 23 February 2011 (28 days).

SOLICITOR

Simon Scott
Kaslars Solicitors LLP, 10 Churchill Square, Kingshill, West Malling, Kent ME19 4YU
Tel: 07979 916619 / 0845 270 2511

THE PLOT

The building plot adjacent to The Old Dairy extends to just over ¼ acre and provides a rare opportunity to construct a substantial detached 3 bedroom bungalow with en-suite facilities. The plot is sufficiently large to accommodate a more substantial property (subject to planning permission). In a pleasant location on the edge of this popular village it is a short drive from the pretty town of Tenterden and within about a 20 minute drive of Ashford and its International Railway Station (St Pancras 37 minutes). There is a further area of garden (approx 0.28 acre) adjacent to the plot which may be available by separate private treaty negotiation following the auction. The successful purchaser of the property is required to construct a 2 metre boundary fence between the plot and The Old Dairy within 30 days of completion.

PLANNING PERMISSION

Detailed planning permission was granted by Ashford Borough Council on 9th April 2010 (reference 10/00070/AS) for the erection of a 3 bedroom detached bungalow with en-suite facilities.

SERVICES

We understand that mains water, electricity and drainage are available at the roadside.

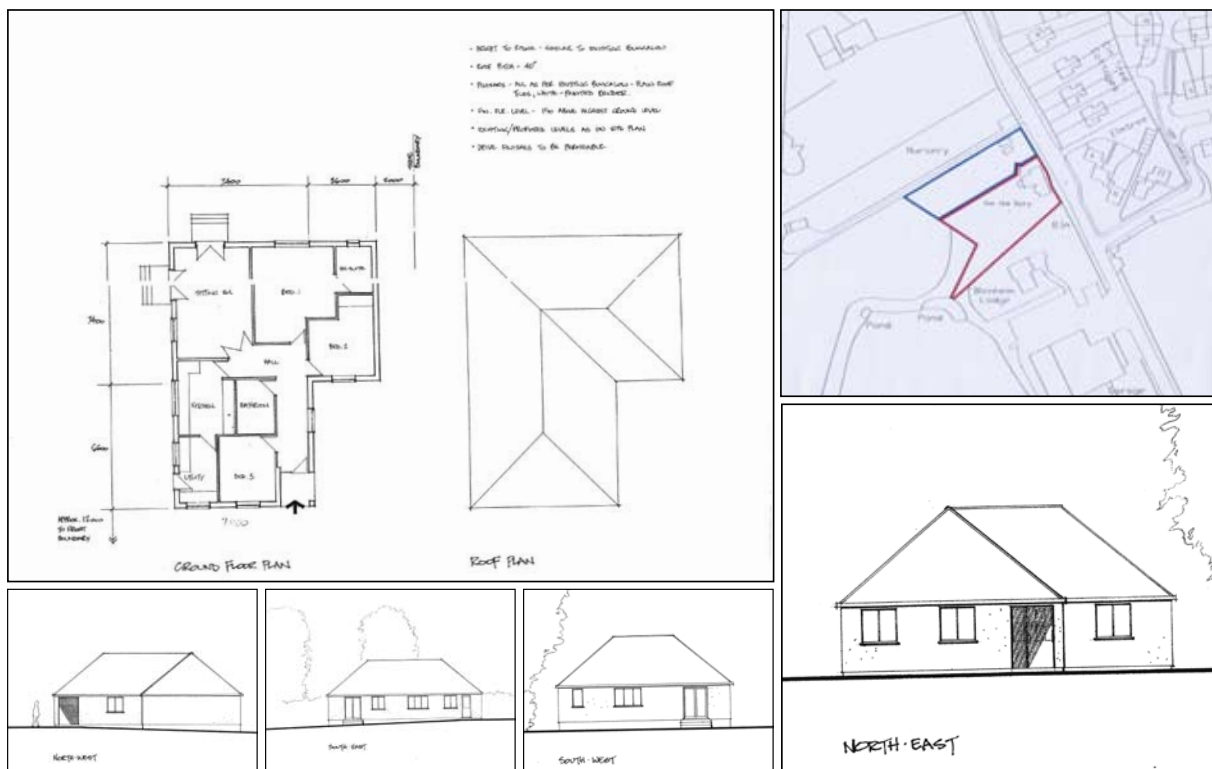
Purchasers should, however, satisfy themselves through their own investigations.

POST CODE

TN26 2AJ

DIRECTIONS

From Ashford proceed along the A2070 to the Brenzett roundabout. At the roundabout take the last exit right to Appledore. Proceeding through the village of Appledore towards Appledore Heath, the plot is just beyond the Coach Garage and The Old Dairy on the left. Look out for our For Sale board.



LOT 3

Warren Cottage

Pound Lane, Smeeth, Ashford, Kent
Guide Price £400,000 ~ £450,000



DESCRIPTION

A rare opportunity to acquire a spacious detached character property requiring complete restoration or suitable for re-development (subject to obtaining the necessary permission*). The property is located in substantial grounds at the end of a long private driveway extending to approx 0.73 acre and with splendid views across open countryside towards The Downs.

TENURE

Freehold – Vacant Possession on Completion.

COMPLETION

Wednesday 23 February 2011 (28 days).

SOLICITOR

Andrew Butler
Worthingtons Solicitors, 28 Cheriton Gardens, Folkestone, Kent CT20 2AS
Tel: 01303 850 206



DESCRIPTION

Warren Cottage is a detached chalet style character property believed to date from the 1930's with a later loft conversion with independent access providing studio flat accommodation above the principal accommodation. The property requires extensive refurbishment and some remedial works. Both the plot and house may be suitable for re-development subject to obtaining the necessary permissions*. Warren Cottage sits in delightful gardens of just under $\frac{3}{4}$ acre with numerous mature trees and shrubs and a small orchard and from the house and its garden there are uninterrupted views towards the Wye Downs.

ACCOMMODATION

Ground Floor

Porch

Hall

Sitting Rom 21'2 x 13'0

Conservatory 10'9 x 7'4

Dining Room 15'9 x 13'4

Kitchen 13'9 x 8'9

Breakfast Room 10'2 x 8'0

Lean-to Garden/Utility Room 13'10 x 9'4

Bedroom 1 14'10 x 13'0

Dressing Area

Ensuite Bathroom 12'10 x 6'8

Bedroom 2 12'4 x 9'8

Bedroom 3 12'0 x 10'1

Bathroom

First Floor

Entrance Lobby

Sitting Room/Kitchen 26'4 x 21'3 (overall)

Inner Hall

Bedroom 21'3 x 12'6

Bathroom

SERVICES

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

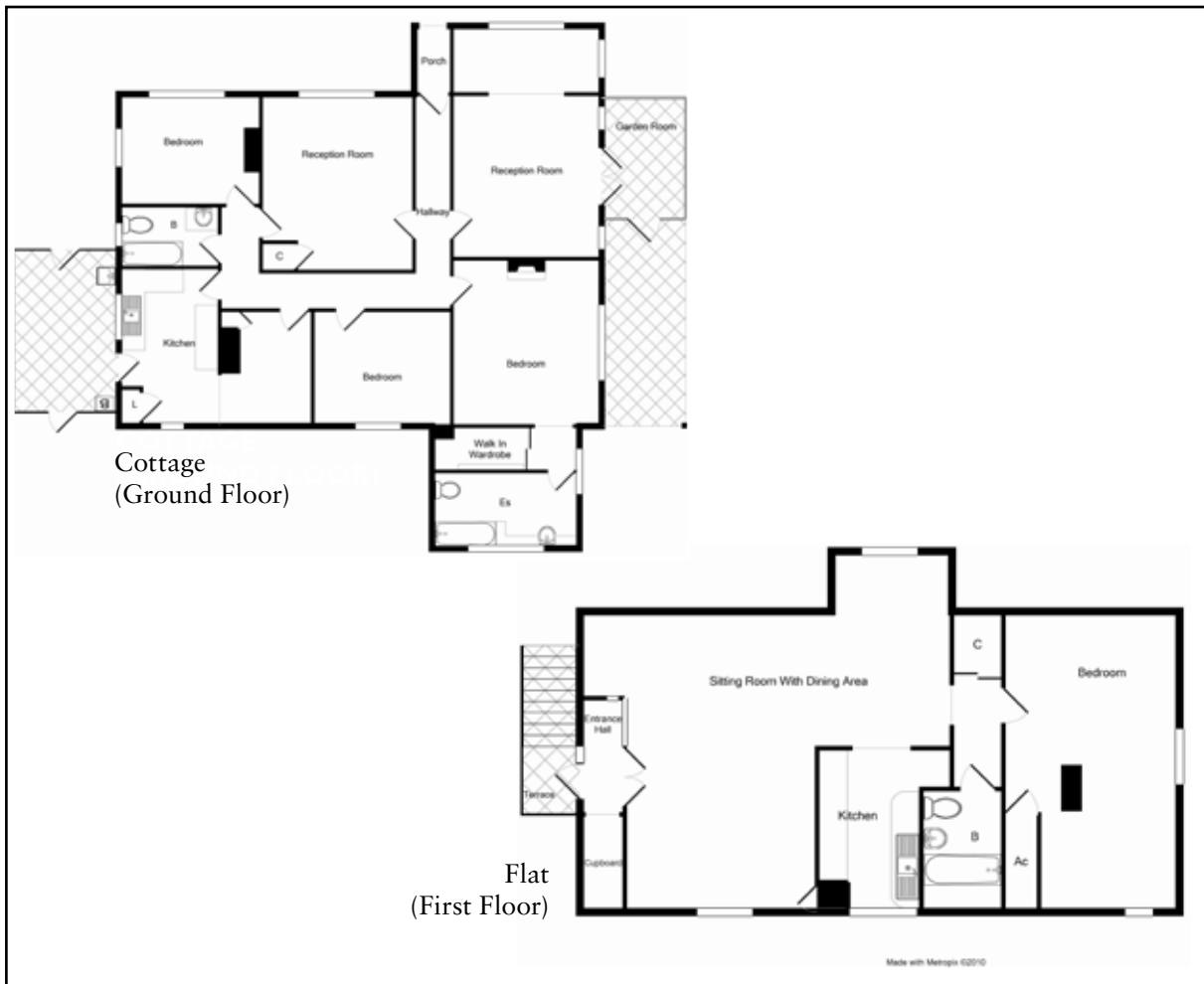
POST CODE

TN25 6RJ

DIRECTIONS

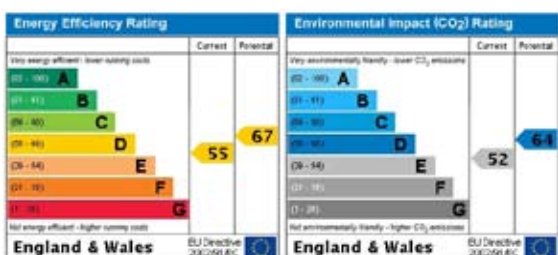
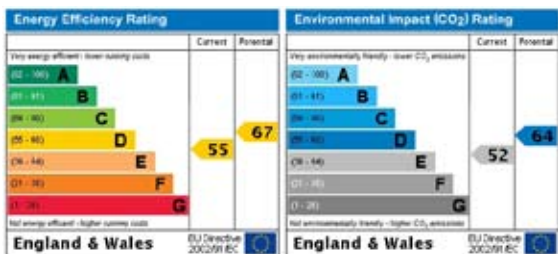
From Ashford proceed along the A20 to the Evegate cross-roads turning left at the cross-roads (signpost Smeeth and Brabourne). On entering the village turn right by the Woolpack Inn proceeding through the village and on the outskirts of the village turning left into Pound Lane, Warren Cottage is a short distance along on the left. Look out for our For Sale board.





ENERGY PERFORMANCE CERTIFICATE

The graphs below are taken from the Energy Performance Certificate for this property. The full version of the certificate is available upon request.



LOT 4

Rose Dean

Salters Lane, Brookland, Romney Marsh, Kent
Guide Price £200,000 ~ £220,000



DESCRIPTION

An exciting opportunity to acquire a detached bungalow in an uninhabitable state on a large plot (approximately one third of an acre) in a semi-rural location. Space and scope to extend (subject to obtaining the necessary planning permissions).

TENURE

Freehold – Vacant Possession on Completion.

COMPLETION

Wednesday 23 February 2011 (28 days).

SOLICITOR

Christine Coakley
Oakley and Davies Solicitors, 397 Cowbridge Road East, Canton, Cardiff CF5 1JG
Tel: 029 2023 6688

ACCOMMODATION

Sun Loggia

Hall 21'6 long

Sitting Room 12'0 x 11'0

Dining Room 12'0 x 11'0

Bedroom 1 11'0 x 11'0

Bedroom 2 11'0 x 11'0

Kitchen 11'2 x 8'4

Larder

Bathroom 11'0 x 8'5

GARDEN

The gardens boast numerous trees and shrubs and are somewhat overgrown at present. There is evidence of an old driveway leading to a lean-to Garage.

AGENTS NOTE

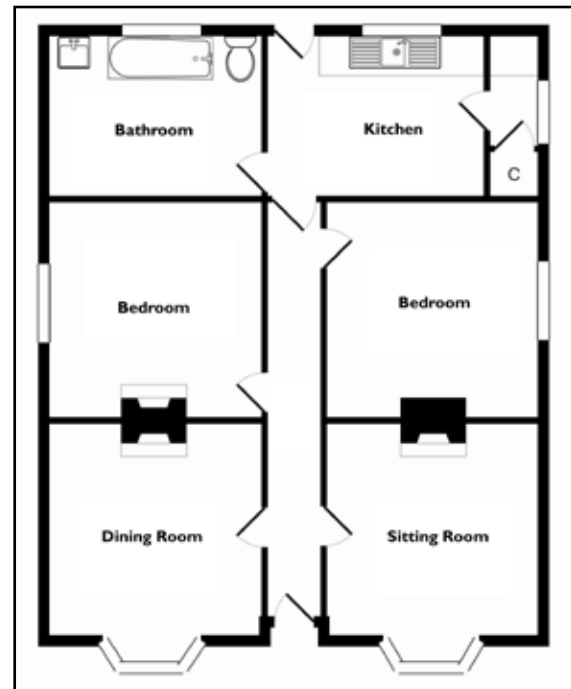
To the side of the property is an overgrown pond – please take care when viewing the property.

SERVICES

It is understood that there is mains water to the property and that previously electricity was provided by an old generator (no longer available). Prospective buyers should make their own enquiries regarding services.

POST CODE

TN29 9SB



DIRECTIONS

From Ashford proceed along the A2070 to Brenzett. At the Brenzett roundabout proceed straight ahead (second exit). On approaching the village of Brookland take the last exit at the mini roundabout (Salters Lane). Proceed along Salters Lane through the sharp bend to the right and on entering the open countryside, Rose Dean is on the right. Look out for our For Sale board.



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Romney House, Orbital Park, Ashford, Kent TN24 0HB
Tel: 01233 506240, Fax: 01233 506299



Rural · Property · Auctions

Auction Dates For 2011

Wednesday 26 January 2.30pm

Wednesday 27 April 2.30 pm

Wednesday 13 July 2.30 pm

Wednesday 12 October 2.30 pm



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.

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