

**HOBBS • PARKER**

Estate Agents LLP

## Property Auction

Wednesday 13th July 2011



*since 1850*



*since 1850*



[www.hobbsparker.co.uk](http://www.hobbsparker.co.uk)

## 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 13th July 2011

2.30pm · Amos Hall · Ashford Market

**LOT 1**  
~~SOLD PRIOR~~  
Odiham Woodland  
Bethersden

**LOT 2**  
~~WITHDRAWN~~  
Land at Blind Lane  
Wersham

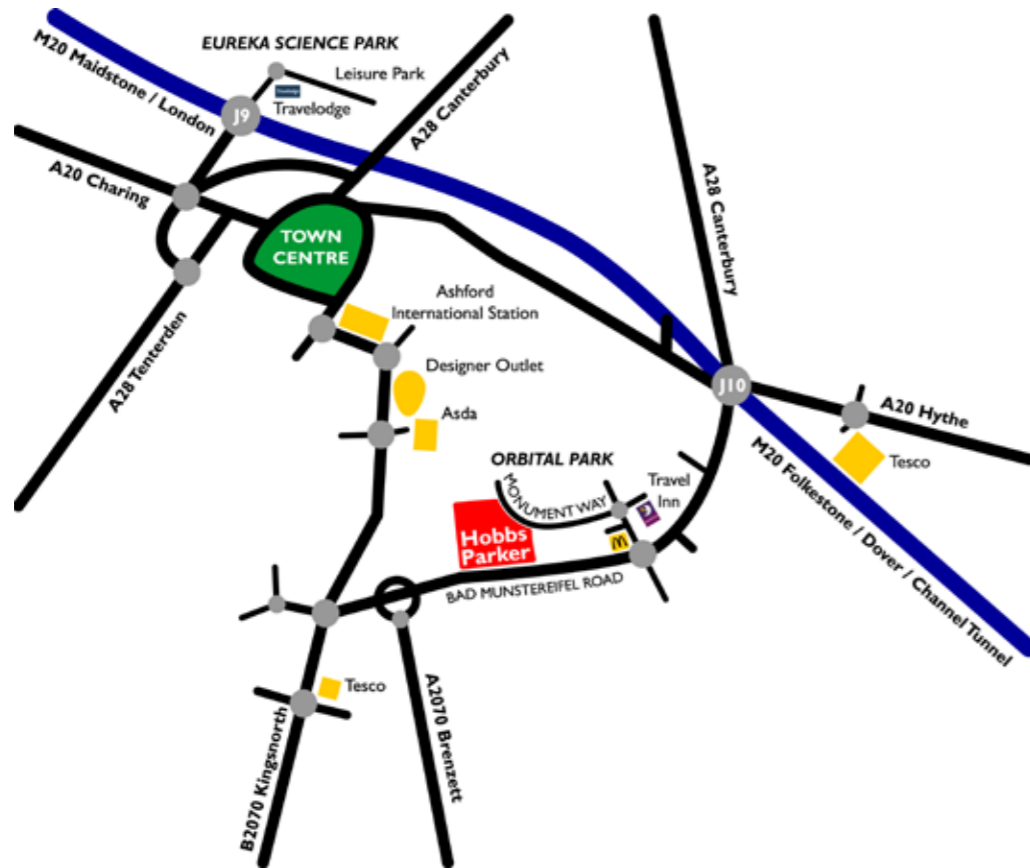
**LOT 3**  
Cloverfields  
Staplehurst

**LOT 4**  
~~SOLD PRIOR~~  
Methen Chapel  
Woodchurch

**LOT 5**  
2 New Court Cottages  
Charing



**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**

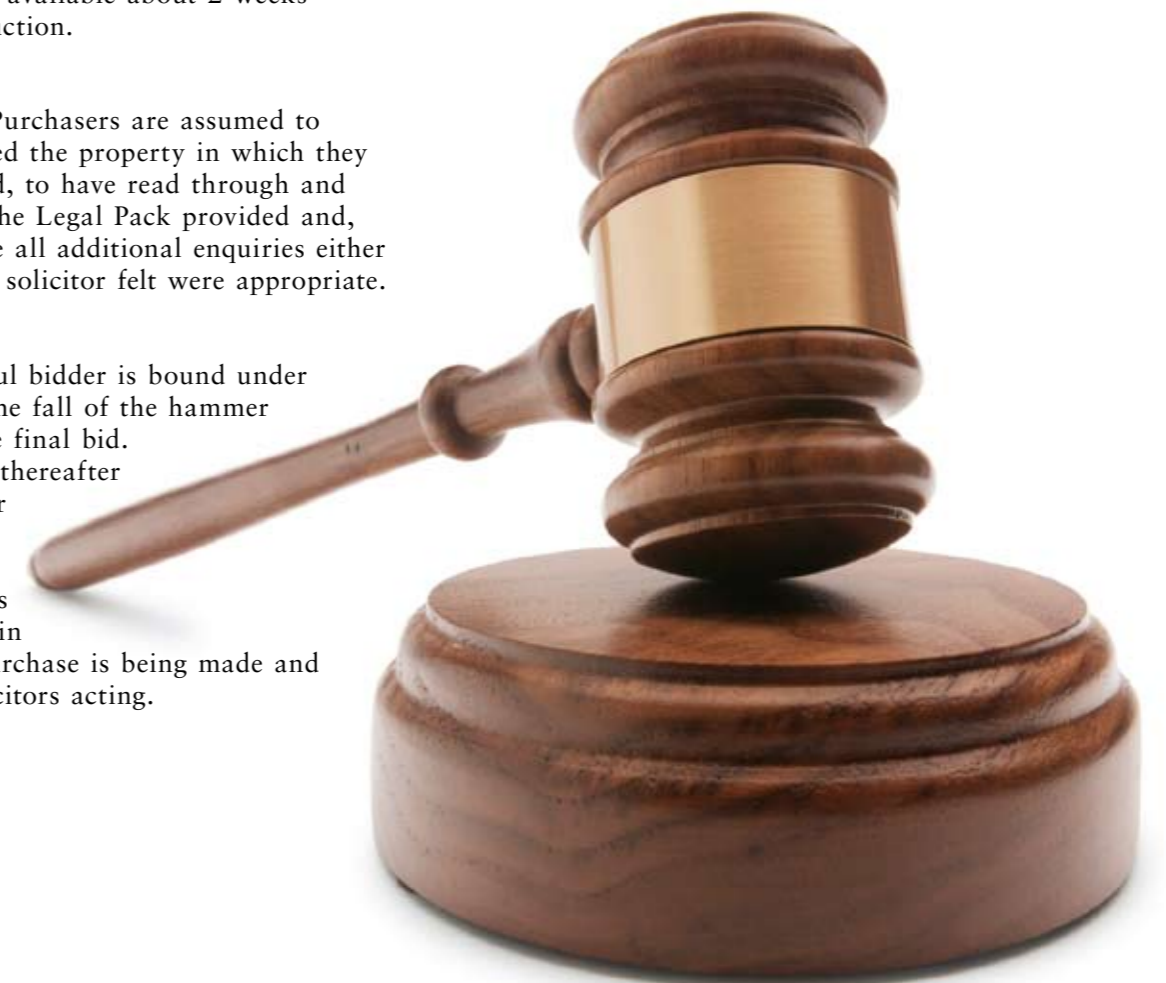
A deposit of 10% of the purchase price, subject to a minimum of £1,000 (unless stated differently), will be required at the fall of the hammer. Payment MUST be made by Bankers Draft, Building Society Cheque or Debit Card (Chip & PIN) only.

**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

## Odiam Woodland

Wissenden Lane, Bethersden, Ashford, Kent

About 1.5 acres.

Asking Guide Price: £18,000 - £20,000

**SOLD PRIOR**



### DESCRIPTION

A small parcel of amenity woodland situated in a delightful rural location between the village of Bethersden and the Hamlet of Wissenden with road frontage and an established access gate to Wissenden Lane.

### TENURE

Freehold – Vacant Possession on Completion.

### COMPLETION

This will be fixed for Wednesday 10 August 2011.

### SOLICITOR

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



### BUILDINGS

In addition to the woodland there are a couple of small buildings on the land including:-

- a) Summer House on Stilts.
- b) Storage Shed with Lean-to.

### SERVICES

Neither mains water or electricity are connected.

### PLANNING

All planning enquiries relating to the land are to be directed to the Local Authority, Ashford Borough Council on 01233 331111.



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## LOT 2

### Land at Blind Lane

Mersham, Ashford, Kent

Above 1 acre

Guide Price £5,000-£10,000

**WITHDRAWN**



#### DESCRIPTION

A small parcel of former garden land with road frontage and an access gate to Blind Lane. Potential to make an excellent allotment or similar.

#### TENURE

Freehold – Vacant Possession on Completion.

#### COMPLETION

This will be fixed for Wednesday 10 August 2011 (28 days).

#### SOLICITOR

Mr Tom Gawler  
MacLachlan Solicitors,  
Long Street, Sherborne, Dorset DT9 3BC  
Tel: 01935 817738



#### BUILDINGS

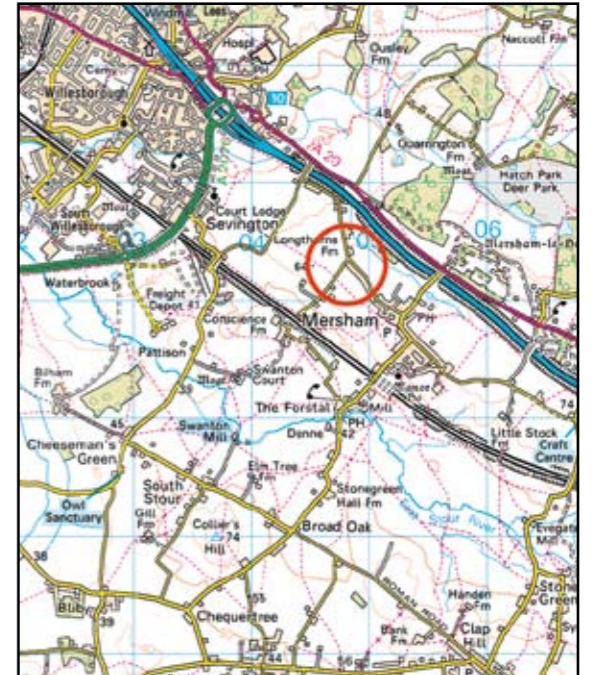
There is a small garage building located on the land which opens towards Blind Lane.

#### SERVICES

Neither mains water or electricity are connected.

#### PLANNING

All planning enquiries appropriate to this parcel of land are to be directed to The Planning Department at Ashford Borough Council 01233 333311.



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## LOT 3

### Cloverfields

Cross at Hand, Staplehurst, Kent

About 4.65 acres.

Guide Price: £40,000 - £50,000



#### DESCRIPTION

A single parcel of pasture land situated adjoining the Maidstone Road, just south of "Cross at Hand" and about one and a half miles north of Staplehurst village centre. Gated access and mains water connected. In all about 4.65 acres.

#### TENURE

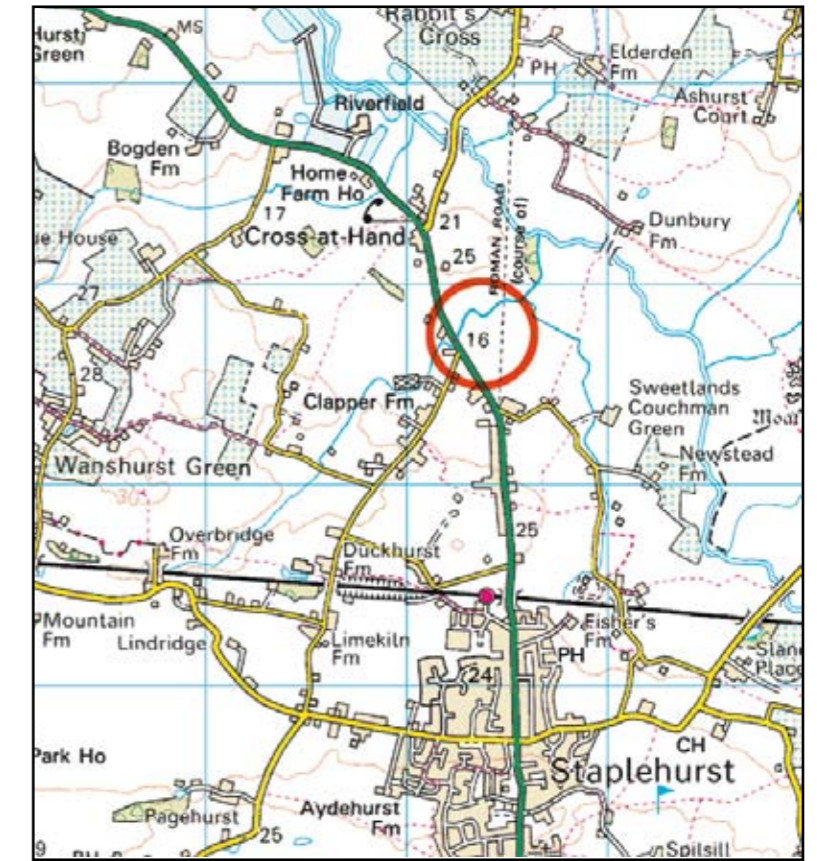
Freehold – Vacant Possession on Completion.

#### COMPLETION

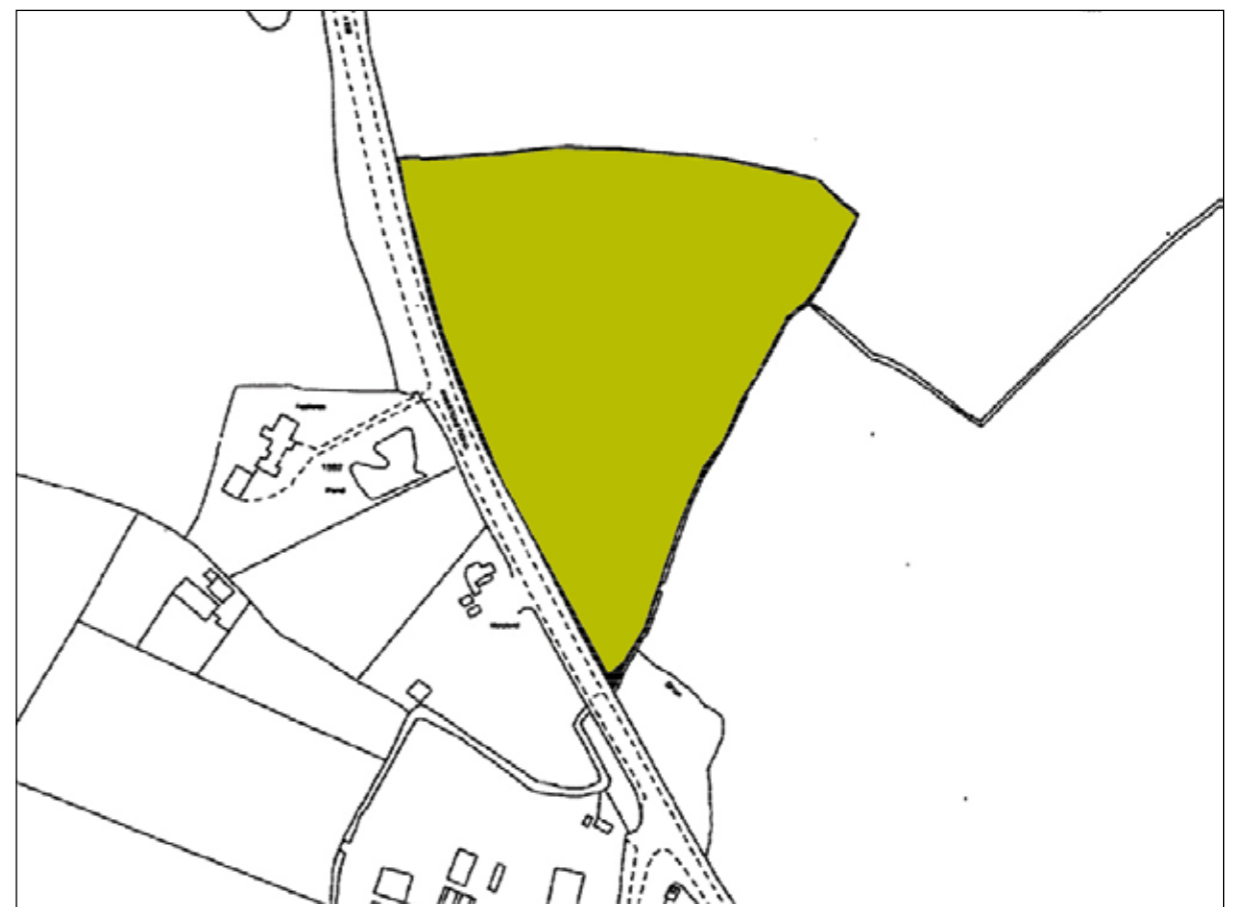
This will be fixed for Wednesday 10 August 2011 (28 days).

#### SOLICITOR

Mr James Maryon  
Martin Nossel & Co  
10/12 Southernhay, Basildon, Essex SS14 1EL  
Tel: 01268 289555



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**LOT 4**

**The Methodist Church**

Woodchurch, Ashford, Kent  
About 0.24 acre.

Guide price £175,000 to £195,000

**SOLD PRIOR**



**DESCRIPTION**

Entrance Vestibule, Hall of Worship, Meeting Room, Office, Side Lobby, Kitchen, Cloakroom, External Store.

**TENURE**

Freehold – Vacant Possession on Completion.

**COMPLETION**

This will be fixed for Wednesday 10 August 2011 (28 days).

**SOLICITOR**

Ms Sally Bentley  
Layzells, 255 Muswell Hill Broadway,  
London N10 1DG  
Tel: 020 8444 0202



**DESCRIPTION**

The Methodist Church (Circa 1905) is an architecturally pleasing ecclesiastical building located close to the picturesque village green with scope for conversion to a number of uses (subject to obtaining the necessary permissions). The current vendor acquired the property in 2009 and has made no approaches to the planners during this period and the property is offered for sale with no planning history. There are handsome architectural features including attractive arched windows with geometrical tracery and stone mullions in addition to extensive wainscot panelling throughout the property, vaulted beamed ceilings and traditional leaded light windows. The property sits within a plot extending to approximately 0.24 acre and within the grounds are a small number of historic grave stones (see note below).

**NB: The pews are not included in the sale.**

**ACCOMMODATION**

**GROUND FLOOR**

Double timber doors with leaded light panels to:

**Entrance Vestibule** 9'10 x 7'8 Part wainscot panelled walls. A range of original fitted cupboards. Panelled doors with leaded light panels to:

**Hall of Worship** 46' x 27' An impressive area with vaulted ceilings and exposed support beams. Triple stained glass windows with Gothic arches, stone mullions and geometrical tracery to the front elevation flanked by matching single windows. Part wainscot panelled doors. Walls. Double doors to side lobby and connecting door to:

**Meeting Room** 27' x 18' With similar vaulted ceiling. Parquet floor. Part wainscot paneling to walls. Door to:

**Kitchen** 10'6 x 7'11 Fitted sink with cold tap and electric water heater above. Doors to rear and to:

**Cloakroom** Small wall mounted hand basin.



Door to:

**W.C.**

**Office** 9'10 x 7'8 Open fireplace with cast iron surround. Part wainscot panelled walls.

**OUTSIDE**

There are iron railings with matching pedestrian gate to the front boundary. The lawned area to the front of the building contains some gravestones, flower borders and a mature ornamental cherry tree.

The rear garden is also laid to lawn and contains a variety of mature fruit trees. There are a further few gravestones towards the rear boundary and also access to the small store (thought to have been an outside W.C.) The land extends to approximately 0.24 acre in total. It is considered that if the gravestones to the front of the building were moved there would be ample scope for the provision of off-road parking (subject to obtaining the necessary permissions).

**SERVICES**

Mains water, electricity and drainage.

**AGENTS NOTE:**

It is understood that Methodist burial grounds fall into the category of 'Private' under The Burial Act. The local authority may provide further advice in respect of taking over the burial ground and turning it into a garden.

**POST CODE**

**TN26 3PF**

**LOT 5**

**2 New Court Cottages**

Charing, Ashford, Kent.  
Guide Price: £200,000 to £225,000



**DESCRIPTION**

A detached cottage (circa 1950's) located on the outskirts of this popular village on a private driveway leading to the crematorium. This detached gardener's cottage enjoys lovely views across open countryside and benefits from being just a short stroll away from the beautifully tended gardens of remembrance

**TENURE**

Freehold – Vacant Possession on Completion.

**COMPLETION**

This will be fixed for Wednesday 10 August 2011 (28 days).

**SOLICITOR**

Mr Keith Taylor  
Burgess Salmon, Avon Street, 1 Glass Wharf,  
Bristol BS2 0ZX Tel: 0117 939 2000



**DESCRIPTION**

This charming detached cottage now requires extensive internal updating but benefits from UPVC double glazing and sits within pretty gardens providing ample space and scope to extend the property subject to obtaining the necessary permissions. Whilst the property is offered for sale without any off-road parking there is space within the garden for the construction of a garage, parking and a driveway. (subject to p.p).

**ACCOMMODATION**

**GROUND FLOOR**

- Canopy Porch
- Hall
- Sitting Room 16' x 9'3
- Kitchen/Breakfast Room 14'11 x 10' plus bay
- Rear Porch
- Store Room
- W.C. (Not operational)
- Utility

**FIRST FLOOR**

- Landing
- Bedroom 1 16' x 9'3
- Bedroom 2 9'7 x 9'
- Bedroom 3 8'9 x 8'6 plus door recess
- Bathroom

**GARDENS**

The property is approached from the A20 via a private driveway (being the rear drive to the nearby crematorium) leading to Nos 1 and 2 New Court Cottages. From the driveway is a pedestrian pathway leading to the front door and the garden is located to the front, side and rear of the property.

The gardens are laid mainly to lawn with mature specimen shrubs and trees with an area of kitchen garden and a cold frame of brick construction. There are laurel and box hedges to the boundaries and from the rear garden are attractive rural views across fields and towards woodland. To the front of the property beyond the driveway to the crematorium is a swathe of mature trees forming part of the boundary to the crematorium.

**AGENTS NOTE:**

The property is offered for sale on behalf of Kent County Crematorium Ltd who retain ownership of No. 1 New Court Cottages. The public are entitled to enjoy the Garden of

Remembrance when exercising due respect. Please note that dogs are not allowed within the crematorium grounds. This is a place of tranquility and tradition with natural woodlands surrounded by formal lawns.

**SERVICES**

Mains water, electricity and gas. Gas fired central heating. Private drainage.

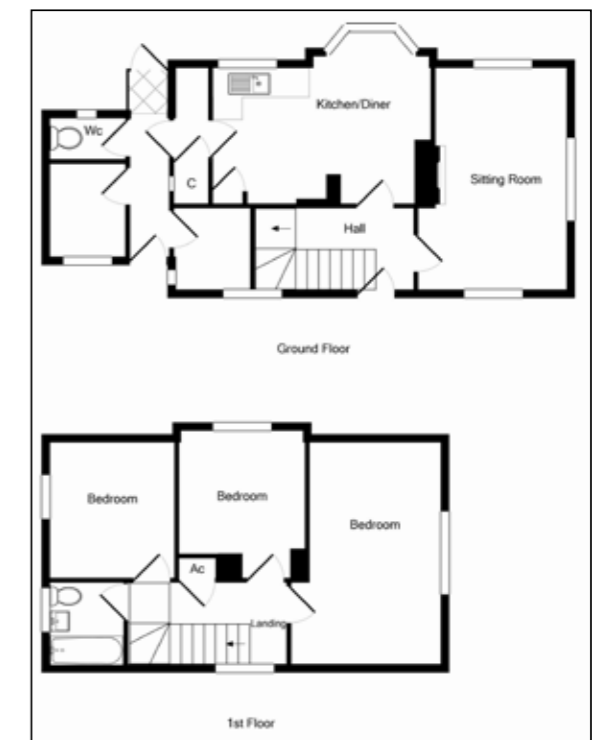
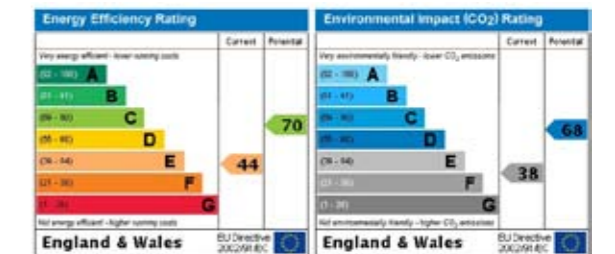
**POST CODE**

TN27 0EB



**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.







## Rural · Property · Auctions

### Auction Dates For 2011

**Wednesday 26 January 2.30pm**

**Wednesday 11th May 2.30 pm**

**Wednesday 13 July 2.30 pm**

**Wednesday 12 October 2.30 pm**



#### MEMORANDUM

At the sale by Auction this day of the property described in the within Particulars

**Name** .....

**Address** ..... **Purchaser's Solicitor** .....

.....  
.....  
.....  
.....

was the highest bidder for and was declared the purchaser of **Lot** ..... subject to the within Particulars, Remarks, Stipulations and Conditions of Sale at the price of

**Price**      **£** .....

and has paid to Hobbs Parker Estate Agents LLP, as agents for the Vendor the sum of

**Deposit**      **£** .....

by way of deposit in part payment of the said purchase money, and the Vendor and the Purchaser hereby agree to complete the sale and purchase according to the said Conditions of Sale

AS WITNESS our hands this                      day of    2011.

**Purchase Price**    **£** .....

**Deposit Paid**    **£** .....

**Balance Due on Completion**    **£** .....

As Agents for the Vendor we, Hobbs Parker Estate Agents LLP, ratify this sale and acknowledge receipt of the said deposit.

**Signature** .....

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 receipted 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 (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 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: 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
- 20.1 The Purchaser admits: 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 the agreement constituted by these General Conditions of Sale the relevant Special Conditions of Sale and the relevant Memorandum of Contract contains the entire agreement between him and the Vendor.
- 20.3 the agreement constituted by these General Conditions of Sale the relevant Special Conditions 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.

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