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Estate Agents LLP

Property Auction

Wednesday 12th October 2011



since
1850



since
1850



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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 12th October 2011
2.30pm • Amos Hall • Ashford Market



LOT 1

Part Long Wood
Mystole

LOT 2

Grove Mill Buildings
Hollingbourne

LOT 3

Grove Mill Field
Hollingbourne

LOT 4

Park Gate Paddock
Hollingbourne

LOT 5

Land at Blind Lane
Mersham

LOT 6

Plot Rear of
240 Canterbury Road
Kennington

LOT 7

109 Shalmsford Street
Chartham

LOT 8

The Old Carthouse
Elham

LOT 9

The Barn, Green Farm
Shadoxhurst

LOT 10

1 The Ridgeway
Smeeth

LOT 11

Street House
Hamstreet

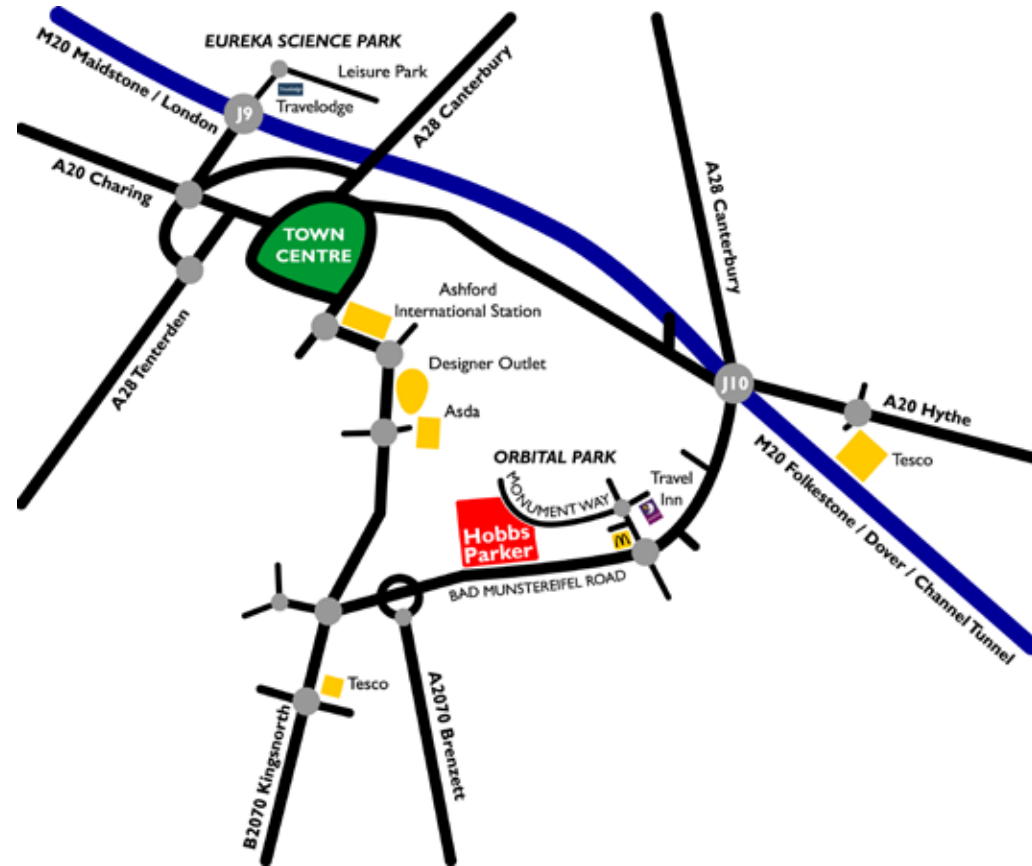
LOT 12

Lark Hill Barn
Egerton

WITHDRAWN



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

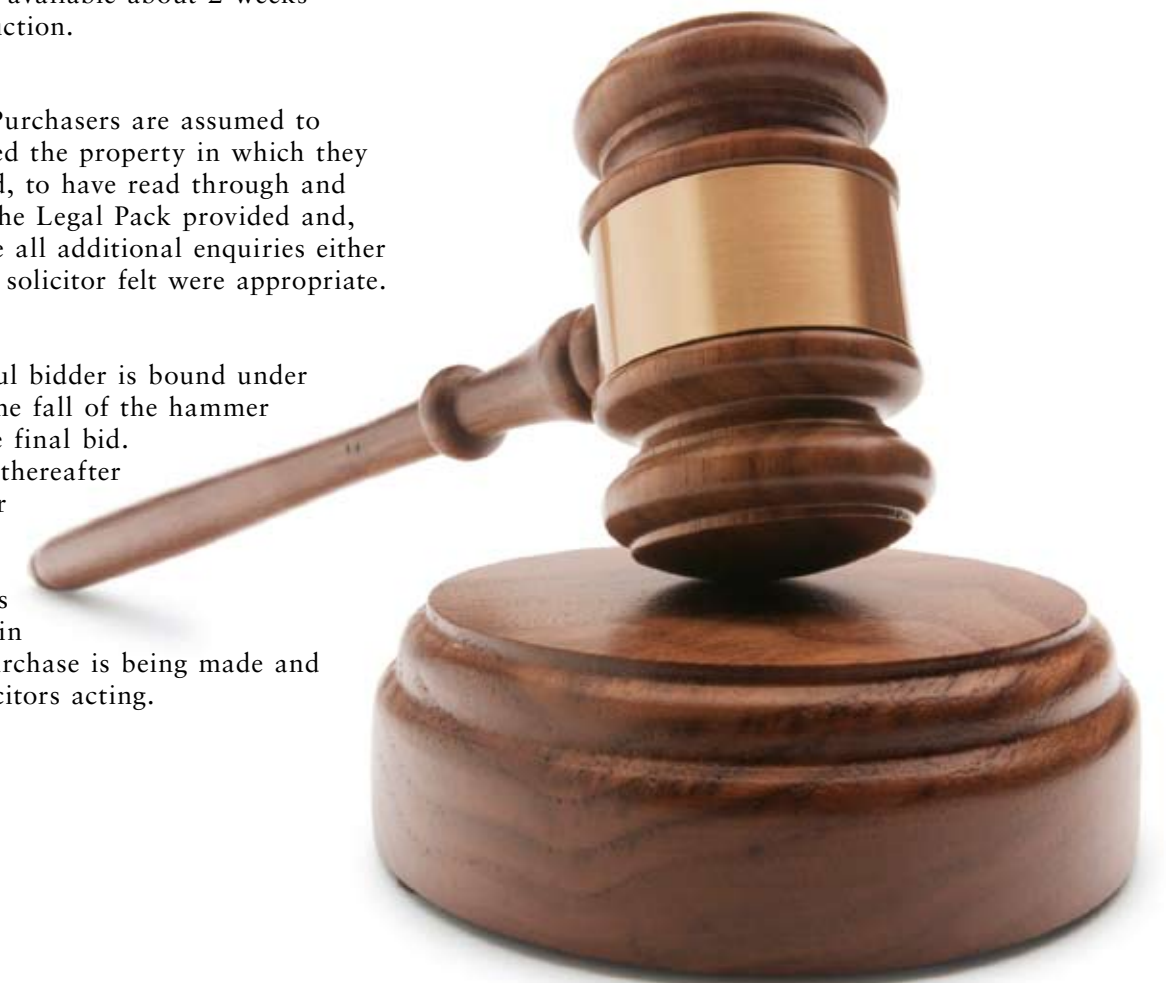
A deposit of 10% of the purchase price, subject to a minimum of £1,000 (unless stated differently), will be required at the fall of the hammer. Payment MUST be made by Bankers Draft, Building Society Cheque or Debit Card (Chip & PIN) only.

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

Part Long Wood

Mystole, Canterbury, Kent

About 10.25 acres

Guide Price: £35,000 - £45,000



DESCRIPTION

A parcel of mixed woodland situated in a delightful rural location accessed via a byway and with a useful former chalk hole clearing.

TENURE

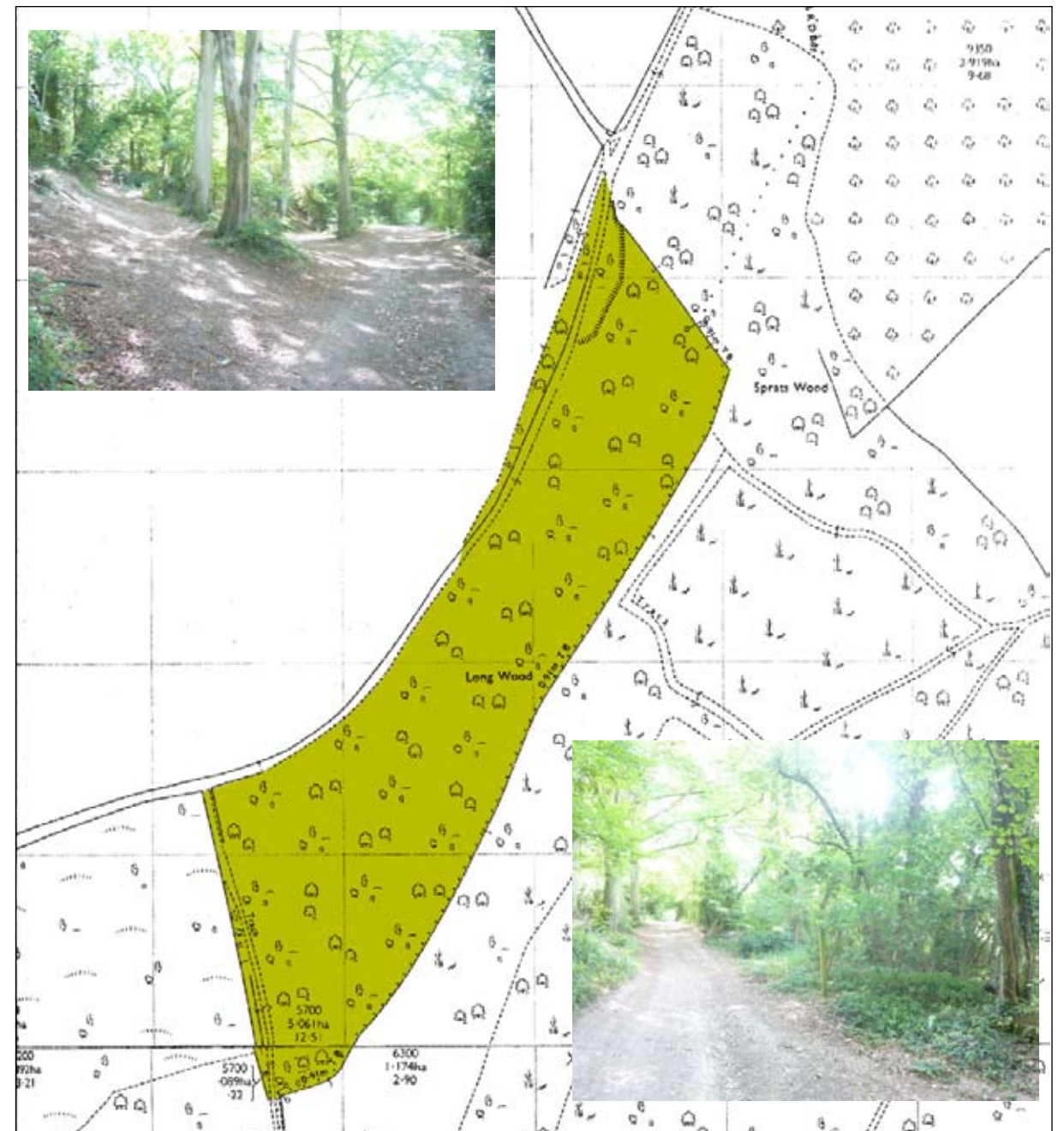
Freehold – Vacant Possession on Completion.

COMPLETION

Wednesday 9th November 2011 (28 days).

SOLICITOR

Mr John Morgan
Bradleys Solicitors
15-21 Castle Steet, Dover, Kent CT16 1PU
Tel: 01304 204080



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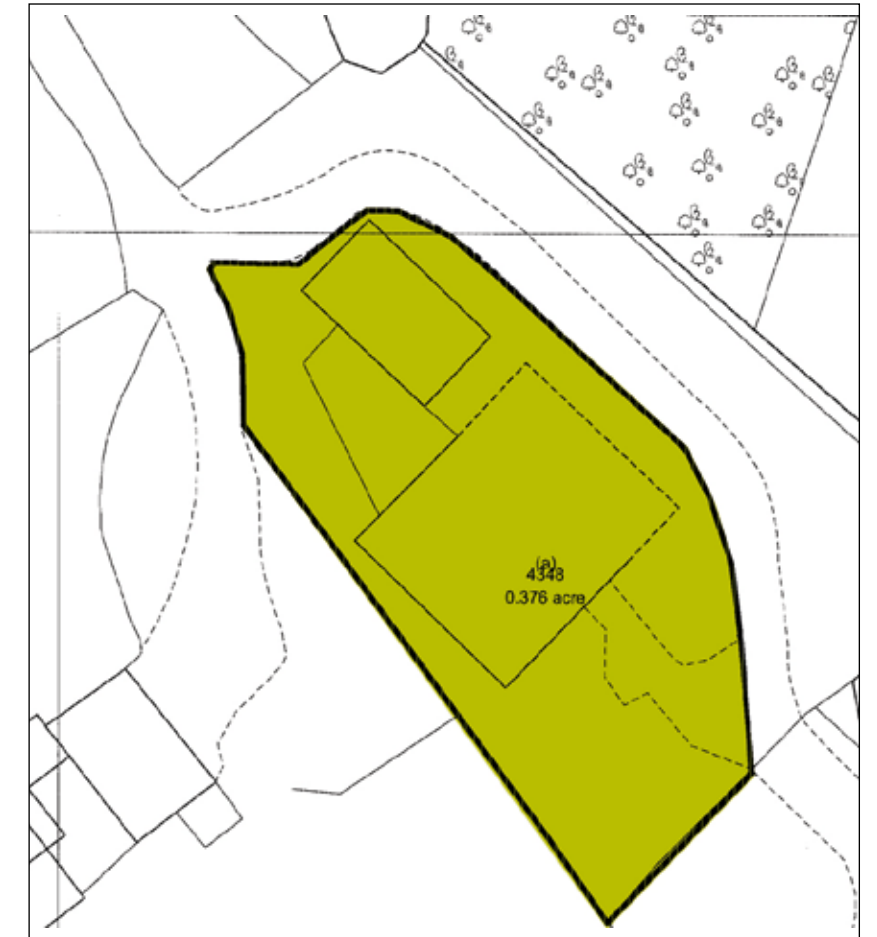


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LOT 2

Grove Mill Buildings

Hollingbourne, Maidstone, Kent
About 0.35 acre
Guide Price: £80,000 - £100,000



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DESCRIPTION

The former dairy/farm buildings serving Grove Mill Farm. (It is understood that water and electricity are available for connection, interested parties to rely on their own inspection and enquiries).

- 1) **Dairy** 50' x 26'7" having brick elevations under a corrugated roof and divided internally into a number of separate rooms.
- 2) **Tyler Barn** About 70' x 60', a triple span, concrete frame barn having a corrugated roof and part clad upper elevations with part block walling to lower elevations, dirt floor.
- 3) There is a small concrete yard to the front

of the dairy whilst to the south east of the Tyler Barn is an area of hardstanding.

TENURE

Freehold – Vacant Possession on Completion.

COMPLETION

Wednesday 9th November 2011 (28 days).

SOLICITOR

Natasha Daley
Daley Solicitors
42a High Street, Reigate, Surrey RH2 9AT
Tel: 01737 242118

LOT 3

Grove Mill Field

Hollingbourne, Maidstone, Kent

About 7.15 acres

Guide Price: £45,000 - £55,000



DESCRIPTION

A single parcel of pastureland with a small area of woodland with a pond offering amenity potential served via a right of way and offering delightful views and outlook over surrounding countryside and towards the North Downs.

TENURE

Freehold – Vacant Possession on Completion.

COMPLETION

Wednesday 9th November 2011 (28 days).

SOLICITOR

Natasha Daley
Daley Solicitors
42a High Street, Reigate, Surrey RH2 9AT
Tel: 01737 242118



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LOT 4

Park Gate Paddock

Hollingbourne, Maidstone, Kent

About 3.00 acres

Guide Price: £30,000 - £40,000



DESCRIPTION

A single grass paddock with road frontage and access to the A20 with the benefit of a new field shelter.

TENURE

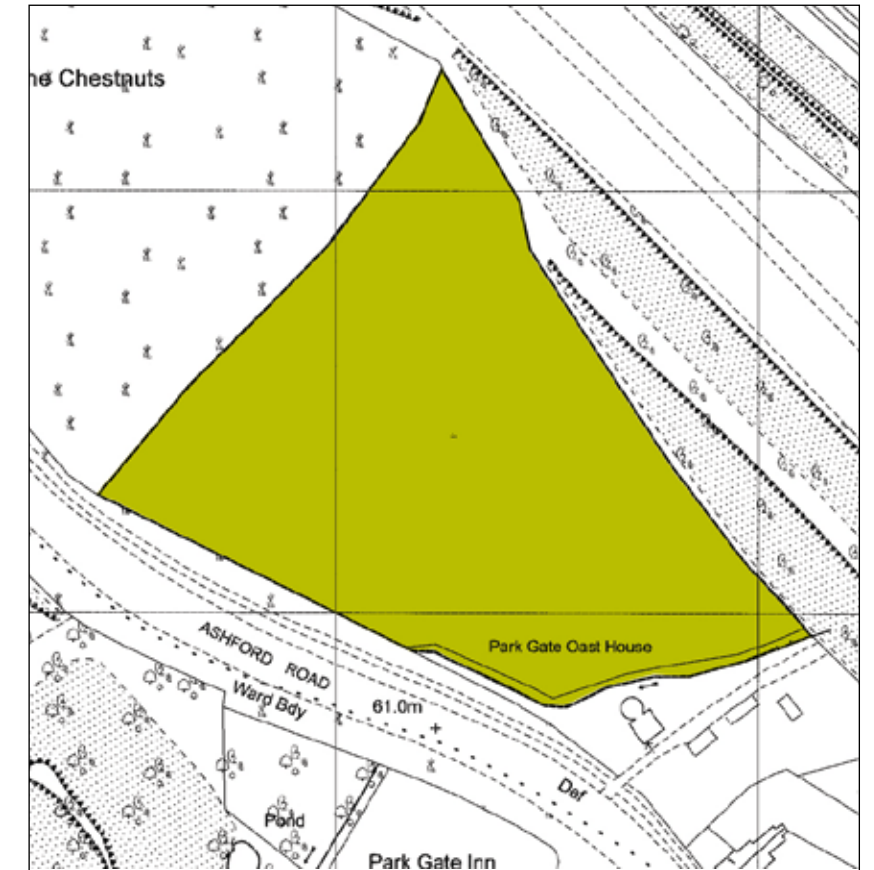
Freehold – Vacant Possession on Completion.

COMPLETION

Wednesday 9th November 2011 (28 days).

SOLICITOR

Natasha Daley
Daley Solicitors
42a High Street, Reigate, Surrey RH2 9AT
Tel: 01737 242118



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LOT 5

Land at Blind Lane

Mersham, Ashford, Kent

About 0.30 acre

Guide Price: £8,000 - £12,000



DESCRIPTION

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

TENURE

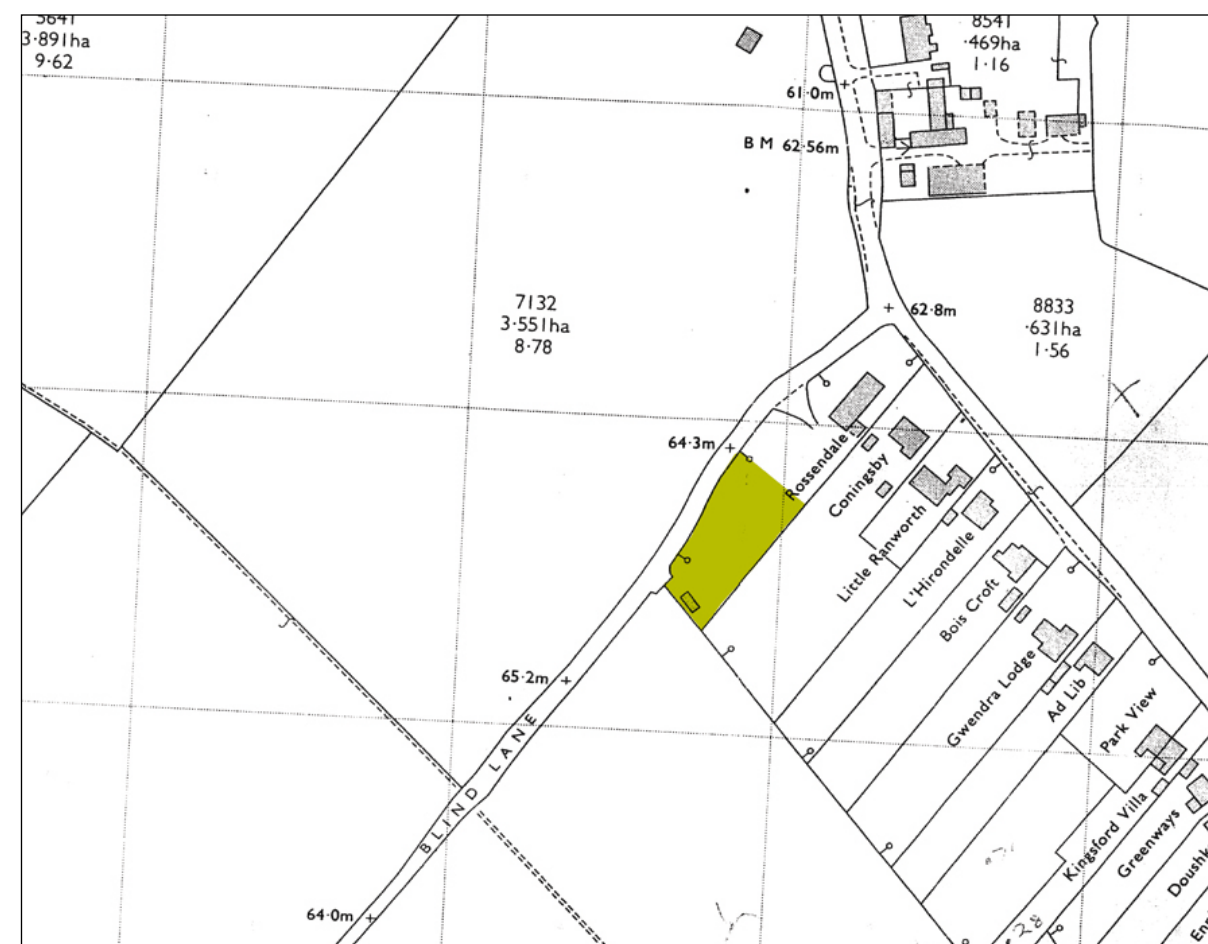
Freehold – Vacant Possession on Completion.

COMPLETION

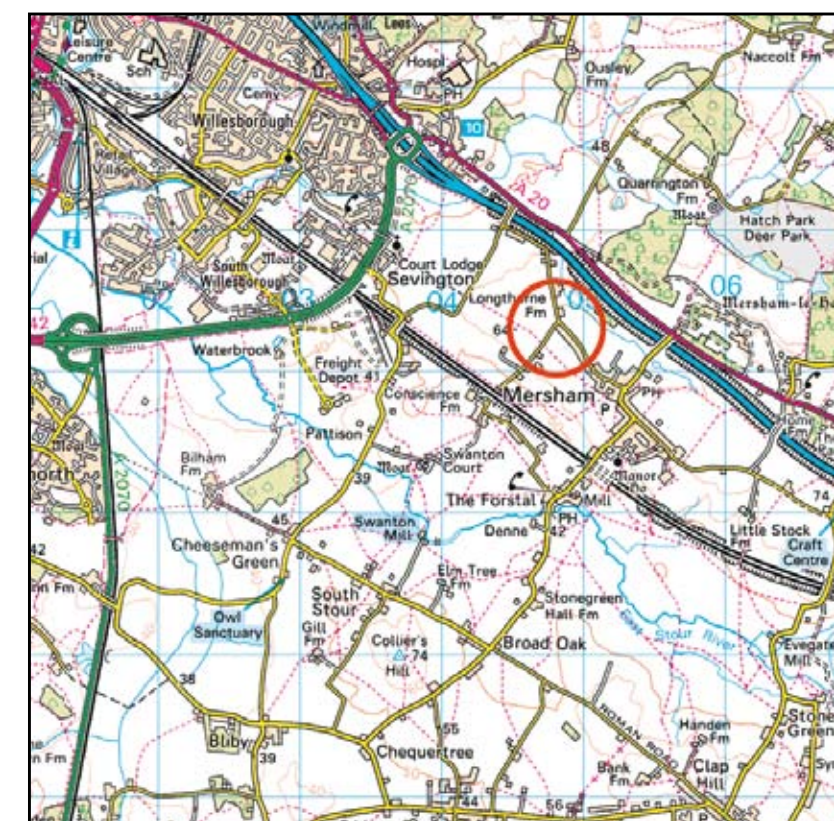
Wednesday 9th November 2011 (28 days).

SOLICITOR

Tom Gawler,
MachLachlan Solicitors,
Long Street, Sherborne, Dorset DT9 3BS
Tel: 01935 817736



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LOT 6

Plot Rear of 240 Canterbury Road

Kennington, Ashford, Kent

Guide Price: £50,000 - £70,000



DESCRIPTION

A building plot with outline planning for a detached bungalow within a popular and established residential area off the main road. Future access to the site will be from Dudley Road.

TENURE

Freehold – Vacant Possession on Completion.

COMPLETION

Wednesday 9th November 2011 (28 days).

SOLICITOR

Lindsay Sharp
Girtings Solicitors, Bank House, 2a Bank Street
Ashford, Kent TN23 1BX
Tel: 01233 647377

PLANNING

Planning Consent was granted many years ago and subsequently renewed in 2009 under Reference 08/01849/AS for a bungalow measuring approximately 75sq.m.

POSTCODE

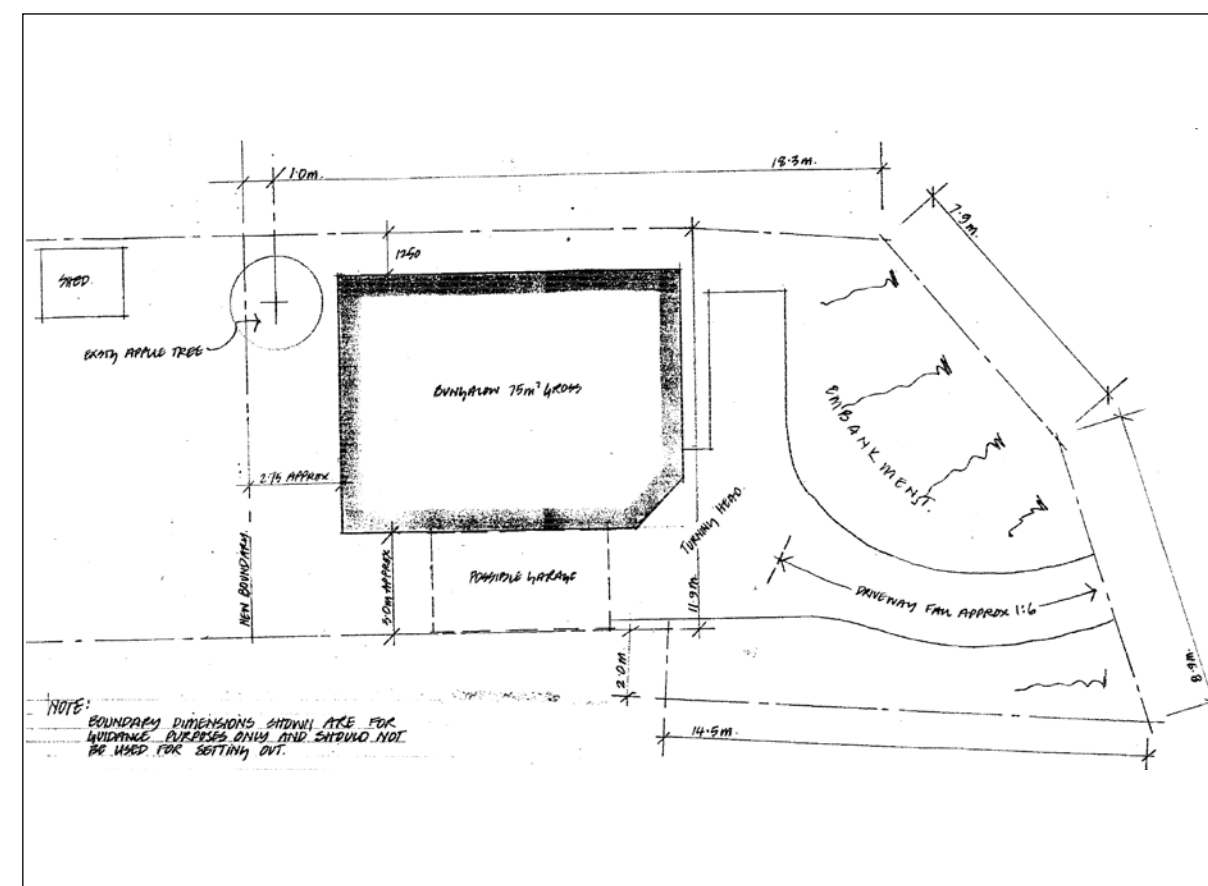
TN24 9QL

DIRECTIONS

From Ashford M20 Junction 9: Head into Ashford on Fougères Way. At the Drovers Roundabout take the first exit into Simone Weil Avenue, continue along this dual carriageway past Sainsburys on your left hand side up to the T junction and traffic lights with Canterbury Road. Turn left at this junction going over the motorway bridge continuing along through the traffic lights following the signpost to Canterbury looking out for 240 Canterbury Road.



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LOT 7

109 Shalmsford Street

Chartham, Canterbury, Kent
Guide Price: £300,000-£325,000

WITHDRAWN



DESCRIPTION

A detached 4/5 bedrooms family house for refurbishment with a large rear garden, triple garaging, chalet and plenty of off-road parking space. The accommodation features 3 reception rooms and a small potential annexe with ground floor bathroom.

TENURE

Freehold – Vacant Possession on Completion.

COMPLETION

Wednesday 9th November 2011 (28 days).

SOLICITOR

Kellie Darke
Kingsfords Solicitors
158A High Street, Hythe, Kent CT21 5JR
Tel: 01303 268775



THE PROPERTY

A modern style detached family house of brick, part tile hung elevations beneath a concrete interlocking tiled roof and the subject of a single storey extension to the rear and far side. The accommodation is now in need of refurbishment but benefits include mostly uPVC double glazed windows, gas fired central heating (boiler replaced approx 3 years ago) and there are ground and first floor bathroom facilities. Part of the single storey extension includes a small annexe which has more recently been used as an office. There is a 26' sitting room and a separate dining room with doors opening to the rear garden.

THE GARDENS

The front garden is laid to a tarmac forecourt with adjacent shrub borders along with a driveway extending to one side of the house via metal double gates. The gates open onto a rear parking forecourt which leads to a double garage (approx 18'3 x 16'4) and an adjoining single garage with personal rear door.

The rear garden is large and extends to about 150ft in length which is laid to grass with a paved terrace adjacent to the house. There are trees and shrubs along the boundaries along with a garden chalet (approx 20'0 x 12'9) housing a sauna, hot tub (not connected) and shower. There is a nearby timber garden shed.

POSTCODE

CT4 7RQ

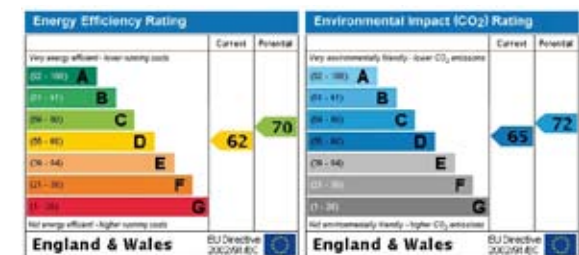


SERVICES

Mains water, electricity, gas and drainage.

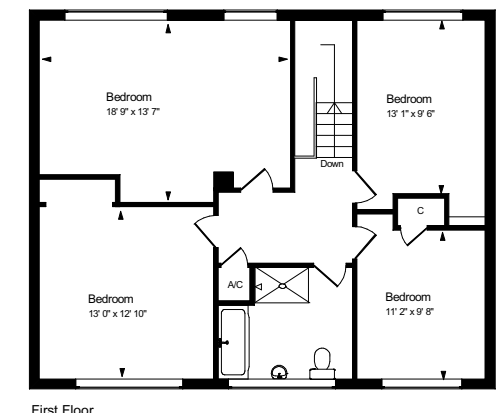
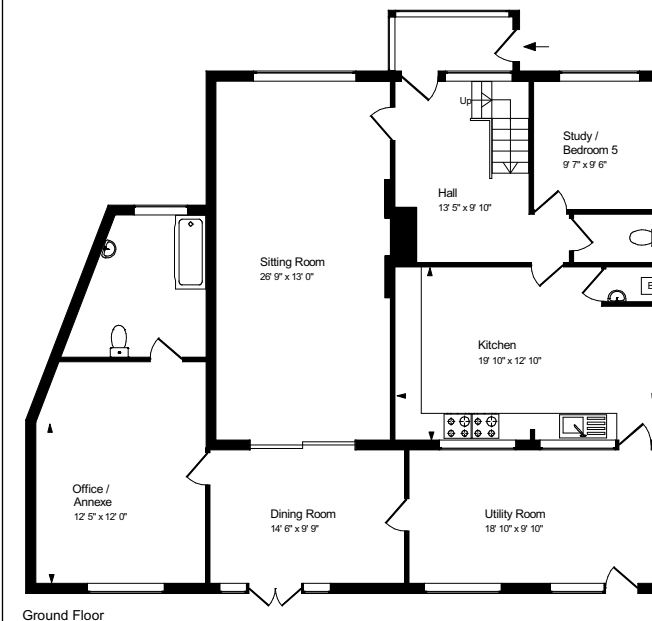
ENERGY PERFORMANCE CERTIFICATE

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



Shalmsford Street

Approx. Gross Internal Floor Area : 2,470 Sq. Ft. / 229 Sq. m



For indicative purposes only.
Drawing Number : 184-113 Copyright Jemesis Ltd 2011

LOT 8

The Old Carhouse

North Elham, Canterbury, Kent
Guide Price: £200,000 to £225,000



DESCRIPTION

A substantial detached converted barn with later sympathetic additions with B1 commercial use with tremendous scope (subject to planning permission) for a number of alternative uses, in an idyllic rural location.

TENURE

Freehold – Vacant Possession on Completion.

COMPLETION

Wednesday 9th November 2011 (28 days).

SOLICITOR

Mr Jim Morrison
T.R.S. Miller
52 High Street, Hythe, Kent CT21 5JG
Tel: 01303 266861



THE PROPERTY

This substantial barn conversion is located in the rural hamlet of North Elham tucked beneath rolling hillside and with the benefit of a small lawned garden and extensive off-road parking within a secure forecourt with handsome old brick and flint walls.

The property is offered for sale on behalf of Minnis Print Ltd following the retirement of the principals and the subsequent re-location of the business. There is scope for the premises to be used for numerous other purposes subject to obtaining the necessary permissions.

The property was tastefully extended in 1994 by the current vendors.

ACCOMMODATION

Entrance Hall

Two wc's

Office and Kitchen 33'8 x 15'0 (overall), Office - arranged on two levels with fitted work stations and Velux roof lights;

Kitchen - units with stainless steel single drainer sink unit, wall mounted water heater.

Workshop and Store Room 33'2 x 15'0 (overall), sliding full height doors to

Workshop 2 35'3 x 15'8, full height sliding doors to forecourt.



OUTSIDE

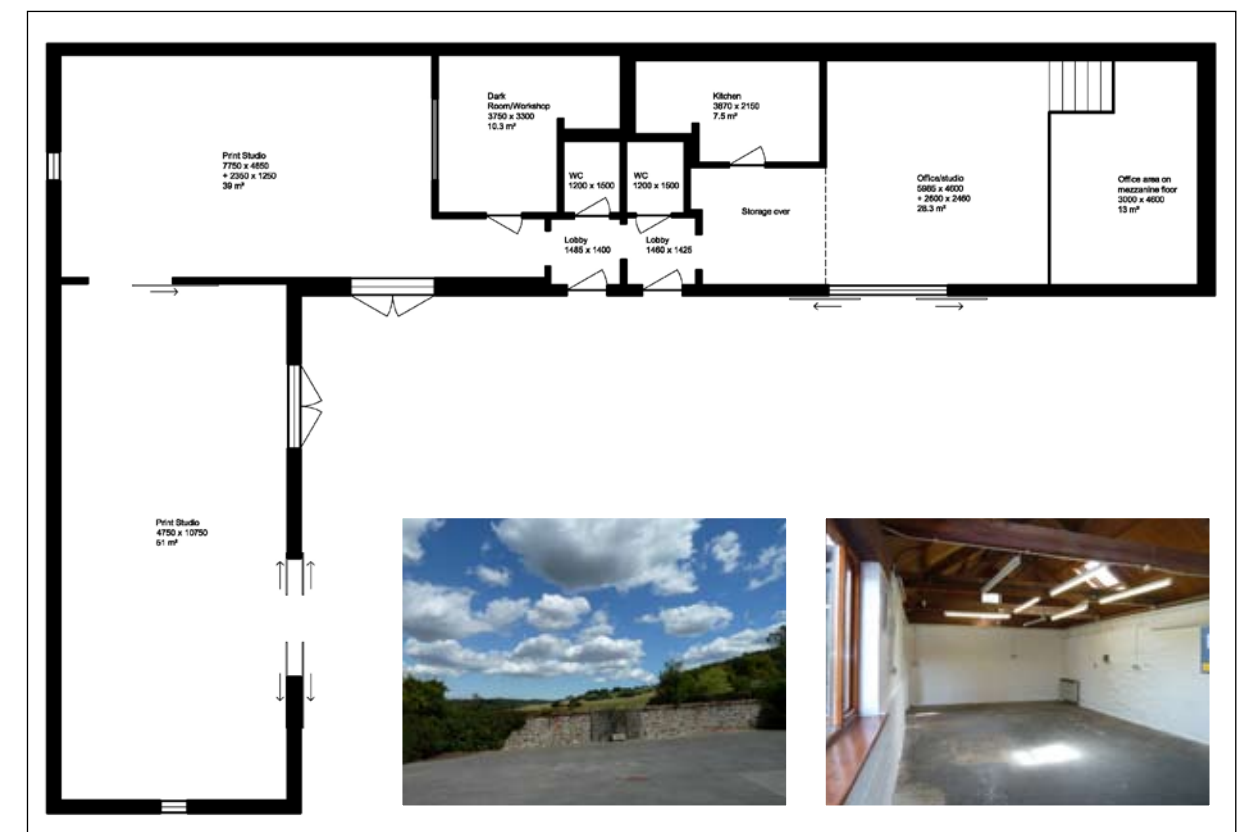
Double farm gates lead to a large tarmac forecourt with parking for numerous vehicles. To the side of the property and with access from the lane via a small five bar gate set within post and rail fencing, is an area of lawned garden.

SERVICES

Mains water and electricity. Electric night storage heaters. Private drainage. 3 Phase electricity.

POST CODE

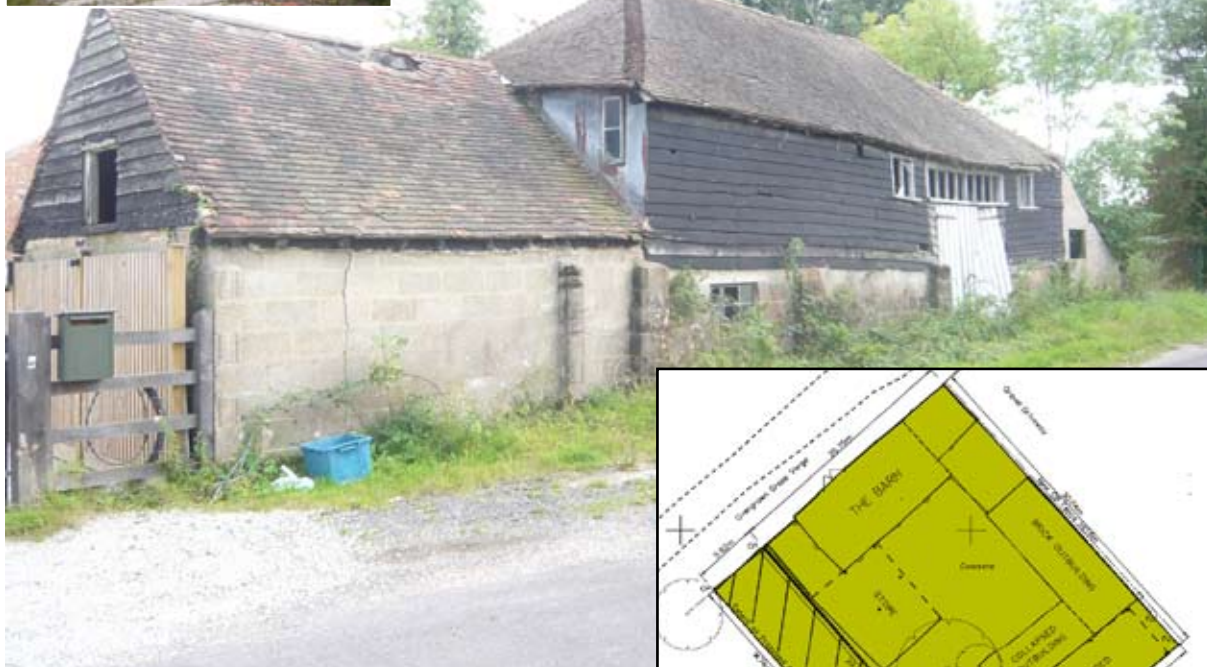
CT4 6UY



LOT 9

The Barn

Green Farm, Shadoxhurst, Kent
About 0.18 acre
Guide Price: £175,000 - £200,000



DESCRIPTION

A period Kent barn with detailed planning consent for residential conversion together with adjoining buildings.

TENURE

Freehold – Vacant Possession on Completion.

COMPLETION

Wednesday 9th November 2011 (28 days).

SOLICITOR

Mr Andrew Lee
Andrew Lee and Co, 93-95 High Street,
Maidstone, Kent ME14 1SA
Tel: 01622 750101

SITUATION

Green Farm occupies a delightful rural location adjoining Duck Lane located just off Church Road in the old part of Shadoxhurst village. Ashford with its improving range of amenities as well as both domestic and international passenger stations and M20 connections is only about 3 miles to the north east. Tenterden with its picturesque High Street as well as local schools and sports facilities is about 5 miles to the west.

DESCRIPTION

The property is of traditional timber construction with concrete block and brick infill under a tiled roof. The upper elevations are mainly clad with weatherboard. The barn retains many original internal features including a stable division and a lovely old brick floor in places. To the rear of the barn there is an enclosed courtyard which includes a number of buildings which are required to be demolished as part of the planning consent. This will then create a spacious garden area.

PLANNING

- 1) Planning consent was granted by Ashford Borough Council on 25 June 2010 under planning reference 10/00585/AS for the conversion of the barn to residential use and the associated demolition of a small section at the western end of the barn. The listed building consent reference is 10/00586/AS and this was granted on 17 June 2010.
- 2) Planning consent was granted by Ashford Borough Council on 3 June 2011 under planning reference 10/00585/AMND/AS to allow independent access to be created to the barn from Duck Lane separate from the access to the buildings to the rear and side of the barn which are being retained by the sellers. These buildings

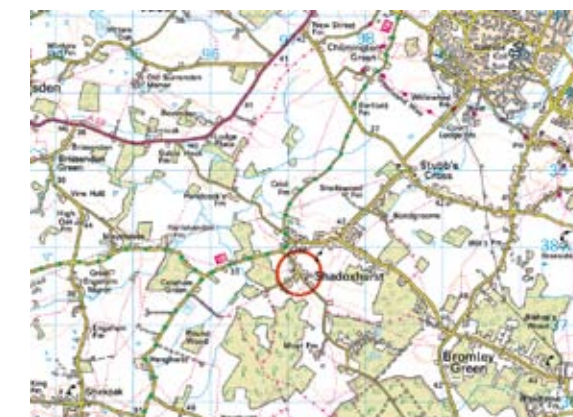
have planning consent for conversion to B1 office use under planning reference 09/0035/AS.

PROPOSED ACCOMMODATION

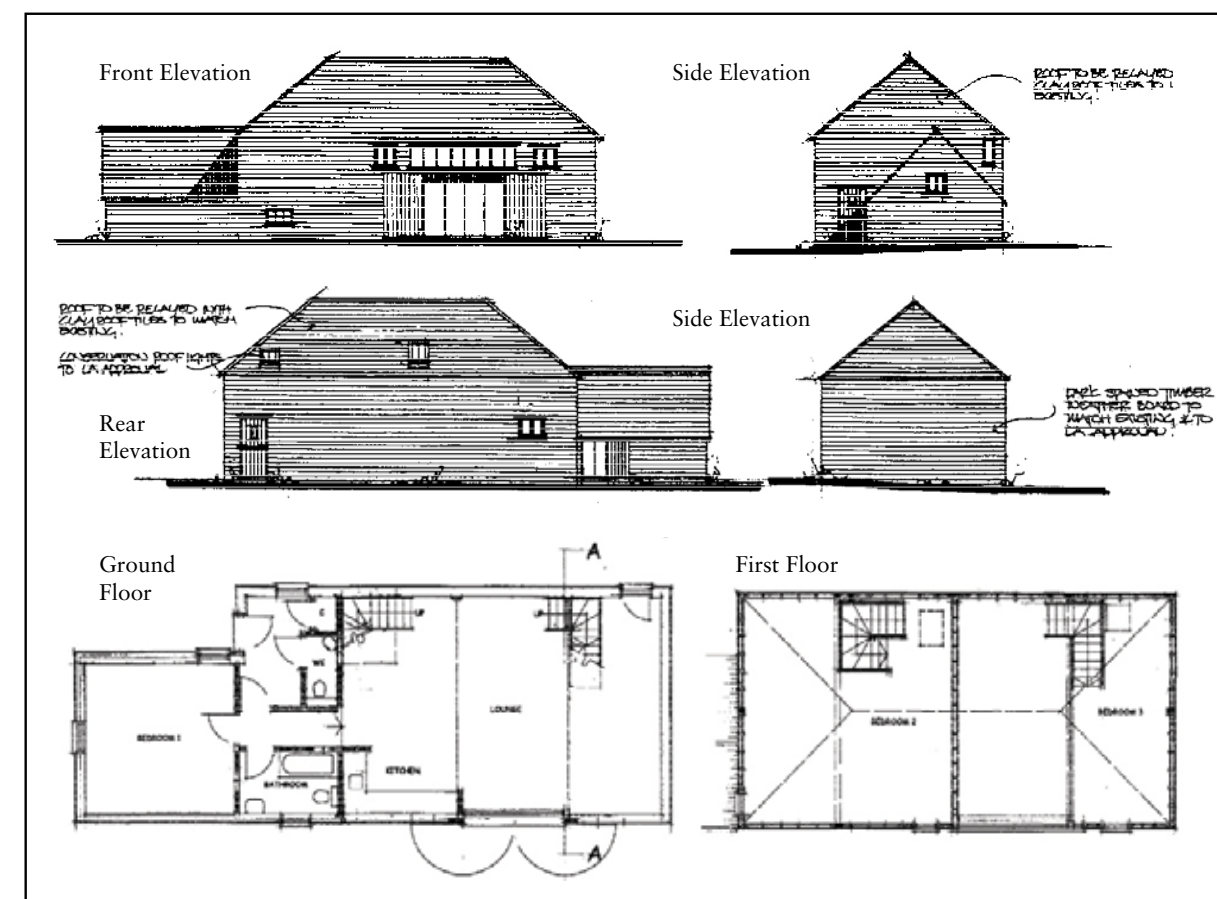
GROUND FLOOR	FIRST FLOOR
Large Open Lounge	Bedroom 2
Kitchen	Bedroom 3
Family Bathroom	
Cloakroom/WC	
Bedroom 1	

POSTCODE

TN26 1LS



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LOT 10

1 The Ridgeway

Smeeth, Ashford, Kent

Guide Price: £175,000 to £195,000



DESCRIPTION

A spacious end of terrace property requiring complete refurbishment set within large gardens (approximately 180 ft deep) with superb views across adjacent countryside

TENURE

Freehold – Vacant Possession on Completion.

COMPLETION

Wednesday 9th November 2011 (28 days).

SOLICITOR

Kellie Darke
Kingsfords Solicitors
158A High Street, Hythe, Kent CT21 5JR
Tel: 01303 268775



THE PROPERTY

No 1 The Ridgeway is an end of terrace property (one of four), constructed in the 1930's and occupying a large plot. There are superb views across open countryside to the rear and to the front across the lane to fields beyond. This is the first time the property has been offered for sale on the open market since its construction and now requires complete redecoration and updating of the kitchen and bathroom. The property benefits from upvc double glazing and modern oil fired central heating.

There is scope to extend the property and also construct a garage (subject to obtaining the necessary permissions). There is currently extensive off-road parking and an attractive paved driveway.

A regular bus service to Folkestone, Hythe and Ashford passes along The Ridgeway.

ACCOMMODATION

GROUND FLOOR

Hall

Sitting Room 14'6 x 11'2

Dining Room 11'2 x 9'4

Kitchen 11'2 x 7'8 (with Rayburn currently in not use)

Wet Room - shower, w.c. and basin.

Cloakroom W.C.

Utility Porch

FIRST FLOOR

Bedroom 1 13'4 x 12'2 max

Bedroom 2 11'4 x 11'4

Bedroom 3 11'4 x 9'5

GARDEN

The gardens are of slightly irregular shape and are approximately 180 ft from the front to rear boundary. There are a number of mature trees providing a good level of seclusion from the roadside and large areas of lawn.

N.B. The garden shed is not included in the sale.

SERVICES

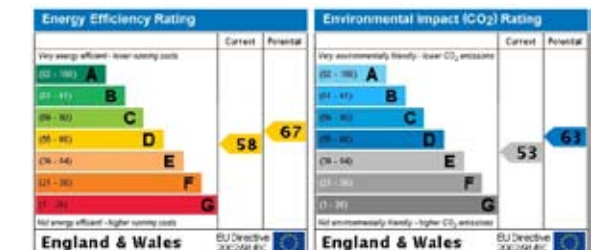
Mains water, electricity and drainage. Oil fired central heating.

POST CODE

TN25 6SE

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 11

Street House

Warehorne Road, Hamstreet. Kent
Guide Price: £160,000 to £170,000



DESCRIPTION

An imposing attached Grade II Listed period house in the centre of this vibrant village.

TENURE

Freehold – Vacant Possession on Completion.

COMPLETION

Wednesday 9th November 2011 (28 days).

SOLICITOR

Eric Hotson
Kingsfords Solicitors
2 Elwick Road, Ashford, Kent TN23 1PD
Tel: 01233 624545



THE PROPERTY

Street House is a handsome period property located on the crossroads in the centre of the village of Hamstreet within a short walk of all of the village amenities including Post Office/ general store, primary school, railway station and village pub. The property is considered to be in good decorative order throughout and is offered for sale with the benefit of a single garage to the rear of the property and off-road parking for one additional vehicle. The property retains much period charm with exposed timbers throughout, latched doors to the first floor, a substantial fitted kitchen/dining room and a splendid inglenook fireplace to the sitting room. There are small gardens to the front and side of the property and a pretty courtyard to the rear over which the adjoining property enjoys a right of access.

ACCOMMODATION

GROUND FLOOR

- Entrance Vestibule
- Sitting Room 12'1 x 11'11
- Study 9'5 x 9'2
- Cloakroom wc and corner basin
- Kitchen/Dining Room 17'10 x 14'10 (max), 'L' shaped

FIRST FLOOR

- Landing
- Bedroom 1 12'0 x 11'9
- Bedroom 2 11'5 x 9'2
- Bedroom 3 12'1 x 6'5
- Bathroom 12'7 x 7'0

GARDEN

There is a small lawned garden to the front of the property with mature shrubs and a picket fence to the boundary. To the rear of the property is a courtyard garden over which

the adjoining neighbour enjoys a right of way and to the side of the property is a further small area of garden. Street House has a right of access across a private driveway from the Warehorne Road which is shared with a number of the neighbouring properties. The driveway leads to the single garage (17'0 x 10'2) with power connected and an owned parking spaced to the front of the garage.

SERVICES

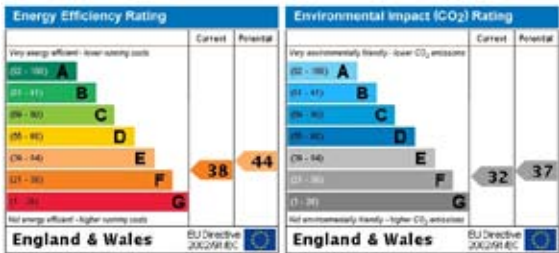
Mains water, electricity and drainage. Oil fired central heating.

POST CODE

TN26 2JJ

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 12

Lark Hill Barn

Link Hill Road, Egerton, Kent

Just under 2.00 acres.

Guide Price: £100,000 - £125,000



DESCRIPTION

A redundant period barn situated in delightful and highly popular rural location of Lark Hill, Egerton set in approximately 2 acres of south facing land and offering stunning views over the Weald of Kent and the surrounding landscape.

TENURE

Freehold – Vacant Possession on Completion.

COMPLETION

Wednesday 9th November 2011 (28 days).

SOLICITOR

Mr Aaron Spencer
Furley Page Solicitors
39 St Margarets Street, Canterbury, Kent CT1 2TX
Tel: 01227 763939



THE BARN

The barn measures approximately 35' x 16' having timber frame and clad elevations under a steel profile sheet roof with a number of window and door openings. Previously outside steps gave access to a high level door on the western elevation.

PLANNING

All planning enquiries should be directed to Planning Department at Ashford Borough Council, telephone 01233 331111 www.ashford.gov.uk/planning

OUTBUILDINGS

Close to the barn are:-

- 2 bay concrete block store (roof missing) adjoining the eastern boundary.
- A number of dilapidated buildings to the front and side of the barn.

LAND

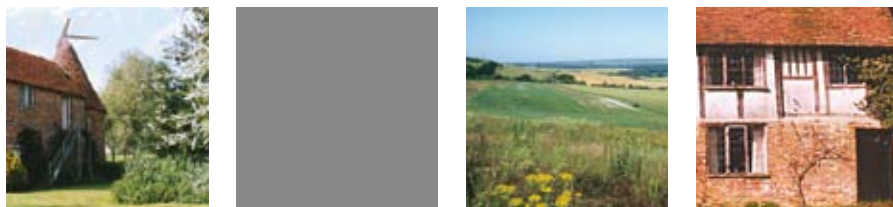
The land mainly comprises a single grass paddock occupying a gentle southerly slope and being ideal for horse or livestock grazing.



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Wednesday 12 October 2.30 pm

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

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

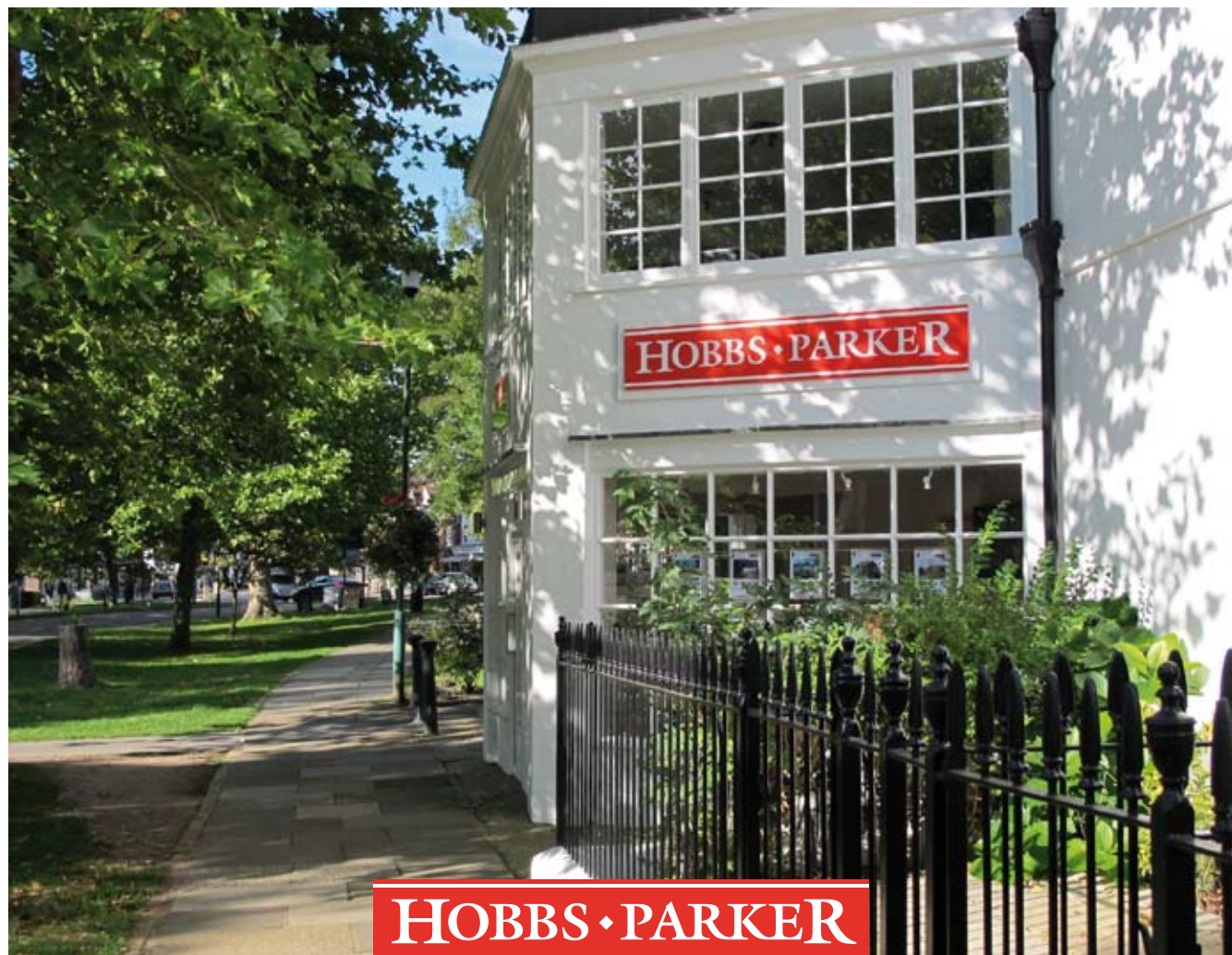
by way of deposit in part payment of the said purchase money, and the Vendor and the Purchaser hereby agree to complete the sale and purchase according to the said Conditions of Sale

AS WITNESS our hands this day of 2011.

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 _____



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Tel: 01233 506240, Fax: 01233 506299

GENERAL CONDITIONS OF SALE

1. Definitions And Interpretation in 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.	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.	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.	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).
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.	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:	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.	15.2 The Auctioneer reserves the right to sell prior to the auction.	
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.	3.1 'the seller' shall have the meaning attributed to 'the Vendor' by clause 1.2 of these General Conditions of Sale.	10.1 to have knowledge of all matters that would be disclosed by them and	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.	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.
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.	3.2 'the buyer' shall have the meaning attributed to 'the Purchaser' by clause 1.3 of these General Conditions of Sale.	10.2 to purchase subject to all those matters.	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.	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.
1.4 'the Contractual Completion Date' means the date specified in Condition 9.	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.	10.3 to purchase subject to all those matters.	18. Matters Affecting The Property 18.1 Each Property is sold subject to such of the following matters as affects it:	20. Disclaimer The Purchaser admits:
1.5 'the Completion Date' means the date on which completion takes place.	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.	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.	18.1:1 all matters capable of registration as local land charges but not so registered on or before the date of the auction.	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.
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.	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.	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.	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.	20.2 that he bid for any Property solely as a result of his own inspection and on the basis of the terms of these General Conditions of Sale and the relevant Special Conditions of Sale and the relevant Particulars of Sale and not in reliance upon any representation or warranty (written or oral expressed or implied) made by or on behalf of the Vendor (save for any representation or warranty contained in written replies given by the Vendor's Solicitors to any preliminary enquiries raised by the Purchaser or the Purchaser's Solicitors prior to or at the auction) which replies were given subject to any terms and conditions upon which they were expressed to be given and
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.	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.	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.	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.	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.
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.	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.	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.	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.	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.
1.9 'the Auctioneer' means Hobbs Parker Estate Agents LLP of Romney House Ashford Market Ashford Kent.	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.	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.	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:	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
1.10 'the Standard Conditions' means the Standard Conditions of Sale (Fifth Edition).	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.	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.	18.3:1 the state or condition of any Property or any part of it.	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
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.	6.2 In the event of any dispute on bidding the Auctioneer's decision shall be final.	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).	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.	21.1 the Auctioneer accepts such bids.
1.12 'the Vendor's Solicitors' means in respect of any Property the person or firm named in the relevant Special Conditions of Sale.	7. Tenure and Title 7.1 The Tenure of each Property is Freehold, unless otherwise stated.	15. Sale By Separate Lots Or Early Sale	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.	
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.	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.		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	
1.14 words importing the masculine include the feminine and the neuter and vice versa.	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.			
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.				

