

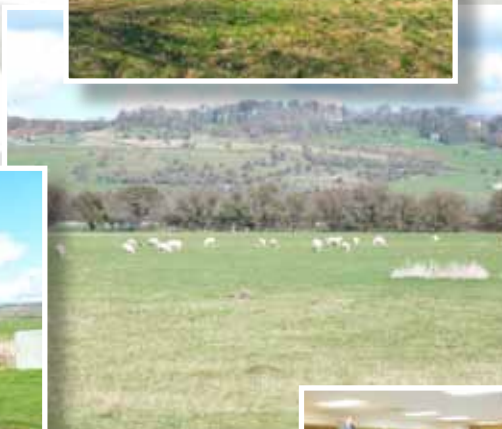
# Property Auctions

www.hobbsparker.co.uk

HOBBS • PARKER

## Wednesday 16th May 2012

The Amos Hall | Ashford Market



**Lot 1**  
Six Acres  
Burmarsh, Kent

**Lot 2**  
The Cobay Land (West)  
Burmarsh, Kent

**Lot 3**  
The Cobay Land (East)  
Burmarsh, Kent

**Lot 4**  
The Brockmans Land  
Dymchurch, Kent

**Lot 5**  
Land and Buildings  
at Reed Wood  
Detling, Kent

**Lot 6**  
Neptune Orchard  
Lower Halstow, Kent

**Lot 7**  
Warren Stables  
New Romney, Kent

## 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.**

## 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

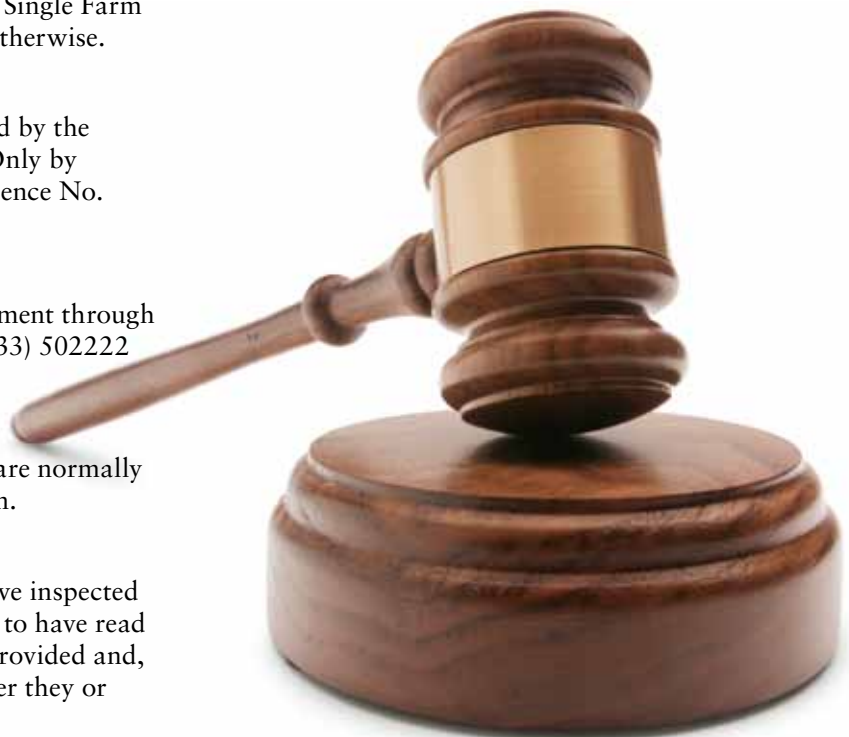
A deposit of 10% of the purchase price, subject to a minimum of £3,000 (unless stated differently), will be required at the fall of the hammer. Payment MUST be made by Bankers Draft, Building Society Cheque or Debit Card (Chip & PIN) only.

## 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

**HOBBS • PARKER**

### Six Acres

Burmarsh, Romney Marsh, Kent

Guide Price: £45,000 - £55,000

About 6.75 acres



#### DESCRIPTION

A parcel of level pastureland (Grade II) lying immediately to the south of Lower Wall Road with mains water connected. Lovely views of Port Lympne Zoo and Lympne Castle.

#### TENURE

Freehold.

#### COMPLETION

Wednesday 13th June 2012 (28 days).

#### SOLICITOR

Janice Cowley  
Osborne Clarke  
2 Temple Back East, Temple Quay, Bristol BS1 6EG  
Tel: 0117 917 3096  
Email: [enquiries@osborneclarke.com](mailto:enquiries@osborneclarke.com)



## SITUATION

Six Acres is situated in a convenient rural location about 1 mile north east of Burmarsh and 1 mile south west of West Hythe with Hythe town centre approximately 3 miles to the north east. There is relatively easy access to the M20 (Junction 11) via the village of Lymgne.

## VACANT POSSESSION

The land is currently let on a Farm Business Tenancy until Wednesday 31st October 2012. Vacant Possession will therefore be available from Thursday 1st November 2012.

## SINGLE FARM PAYMENT ENTITLEMENTS

These are excluded from the sale.

## SERVICES

It is understood that mains water is connected, but interested parties must rely on their own enquiries.

## DIRECTIONS

**From M20 (Junction 11):** Head due south west away from Junction 11 on the A20 towards Sellindge. Proceed for almost exactly 0.6 mile and take the second left turn into Lymgne village (Stone Street), continue without deviation into the village and on meeting the B2067 opposite the village hall turn left, proceed for about 0.3 mile and take the next right turn towards

West Hythe, continue down the hill through West Hythe and on meeting the junction with Botolphs Bridge turn right onto Lower Wall Road, continue without deviation for just under 0.5 mile and the land will be found on the left hand side just past Dale Acres Caravan Park.



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## The Cobay Land (West and East)

Burmarsh, Romney Marsh, Kent

Guide Price: £115,000 - £135,000

About 20.80 acres



### DESCRIPTION

A parcel of Grade II pastureland adjoining Donkey Street. 2 separate access gateways. Delightful outlook over Romney Marsh and towards Port Lympne and Lympne Castle.

### TENURE

Freehold.

### COMPLETION

Wednesday 13th June 2012 (28 days).

### SOLICITOR

Janice Cowley  
Osborne Clarke, 2 Temple Back East, Temple Quay,  
Bristol BS1 6EG Tel: 0117 917 3096  
Email: [enquiries@osborneclarke.com](mailto:enquiries@osborneclarke.com)





## SITUATION

The Cobay Land is situated in a highly convenient rural location on the eastern edge of Romney Marsh with easy access to Hythe to the north east or the M20 (Junction 11) to the north.

## VACANT POSSESSION

The land is currently let until Wednesday 31st October 2012. Vacant Possession will therefore be available from Thursday 1st November 2012.

## SINGLE FARM PAYMENT ENTITLEMENTS

These are excluded from the sale of the land

## DIRECTIONS

**From M20 (Junction 11):** Head due south west on the A20 towards Sellindge, after approximately 0.6 mile take the second left turn towards Lympne Village (Stone Street), continue along this road without deviation until meeting the B2067 opposite the village hall. Turn left and proceed for approximately 0.3 mile before turning right down the hill towards West Hythe. Continue through West Hythe onto Romney Marsh and on reaching Botolphs Bridge turn right into Lower Wall Road and then almost immediately left into Donkey Street. The entrance gates to Cobay Land will be found on your left hand side.





## LOT 2

**HOBBS • PARKER**

### The Cobay Land (West)

Burmarsh, Romney Marsh, Kent

Guide Price: £60,000 - £70,000

About 11.15 acres



#### DESCRIPTION

A parcel of Grade II pastureland adjoining Donkey Street. Separate access gateway. Delightful outlook over Romney Marsh and towards Port Lympne and Lympne Castle.

#### TENURE

Freehold.

#### COMPLETION

Wednesday 13th June 2012 (28 days).

#### SOLICITOR

Janice Cowley  
Osborne Clarke, 2 Temple Back East, Temple Quay,  
Bristol BS1 6EG Tel: 0117 917 3096  
Email: [enquiries@osborneclarke.com](mailto:enquiries@osborneclarke.com)







## SITUATION

The Cobay Land is situated in a highly convenient rural location on the eastern edge of Romney Marsh with easy access to Hythe to the north east or the M20 (Junction 11) to the north.

## VACANT POSSESSION

The land is currently let until Wednesday 31st October 2012. Vacant Possession will therefore be available from Thursday 1st November 2012.

## SINGLE FARM PAYMENT ENTITLEMENTS

These are excluded from the sale of the land

## DIRECTIONS

**From M20 (Junction 11):** Head due south west on the A20 towards Sellindge, after approximately 0.6 mile take the second left turn towards Lympne Village (Stone Street), continue along this road without deviation until meeting the B2067 opposite the village hall. Turn left and proceed for approximately 0.3 mile before turning right down the hill towards West Hythe. Continue through West Hythe onto Romney Marsh and on reaching Botolphs Bridge turn right into Lower Wall Road and then almost immediately left into Donkey Street. The entrance gates to Cobay Land will be found on your left hand side.

## BOUNDARIES

The sheep handling pen in the north east corner is included in the sale.



## LOT 3

**HOBBS • PARKER**

### The Cobay Land (East)

Burmarsh, Romney Marsh, Kent

Guide Price: £55,000 - £65,000

About 9.65 acres



#### DESCRIPTION

A parcel of Grade II pastureland adjoining Donkey Street. Separate access gateway. Delightful outlook over Romney Marsh and towards Port Lympne and Lympne Castle.

#### TENURE

Freehold.

#### COMPLETION

Wednesday 13th June 2012 (28 days).

#### SOLICITOR

Janice Cowley  
Osborne Clarke, 2 Temple Back East, Temple Quay,  
Bristol BS1 6EG Tel: 0117 917 3096  
Email: [enquiries@osborneclarke.com](mailto:enquiries@osborneclarke.com)







## SITUATION

The Cobay Land is situated in a highly convenient rural location on the eastern edge of Romney Marsh with easy access to Hythe to the north east or the M20 (Junction 11) to the north.

## VACANT POSSESSION

The land is currently let until Wednesday 31st October 2012. Vacant Possession will therefore be available from Thursday 1st November 2012.

## SINGLE FARM PAYMENT ENTITLEMENTS

These are excluded from the sale of the land

## DIRECTIONS

**From M20 (Junction 11):** Head due south west on the A20 towards Sellindge, after approximately 0.6 mile take the second left turn towards Lympne Village (Stone Street), continue along this road without deviation until meeting the B2067 opposite the village hall. Turn left and proceed for approximately 0.3 mile before turning right down the hill towards West Hythe. Continue through West Hythe onto Romney Marsh and on reaching Botolphs Bridge turn right into Lower Wall Road and then almost immediately left into Donkey Street. The entrance gates to Cobay Land will be found on your left hand side.



## The Brockmans Land

Dymchurch, Romney Marsh, Kent

Guide Price: £175,000 - £200,000

About 43.35 Acres



### DESCRIPTION

A significant parcel of Grade II farmland between Dymchurch and Burmarsh villages together with a small shepherd's hut and sheep sorting pen. The land is all level pasture and classified as Grade II on the soil classification maps.

### TENURE

Freehold.

### COMPLETION

Wednesday 13th June 2012 (28 days).

### SOLICITOR

Janice Cowley  
Osborne Clarke, 2 Temple Back East, Temple Quay,  
Bristol BS1 6EG Tel: 0117 917 3096  
Email: [enquiries@osborneclarke.com](mailto:enquiries@osborneclarke.com)





## TENANCY

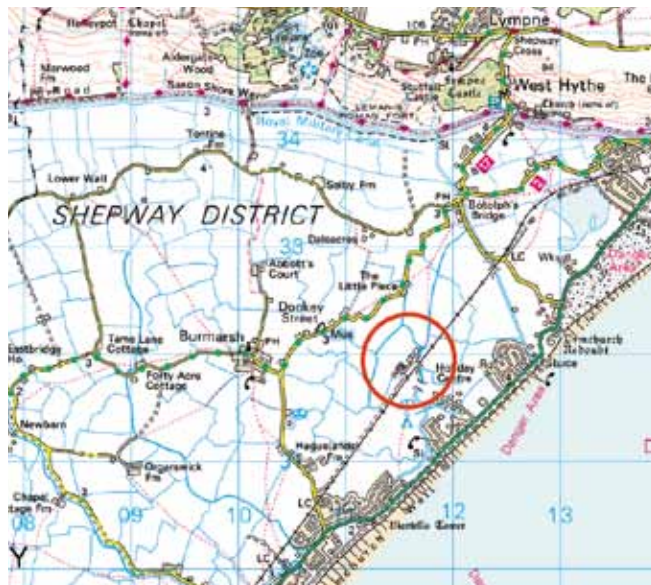
The land is let under the terms of an agreement dated 4th August 1970 to a Mr Peter Thomas Wratten. The current annual rental is approximately £40 per acre.

## LAMBING SHED

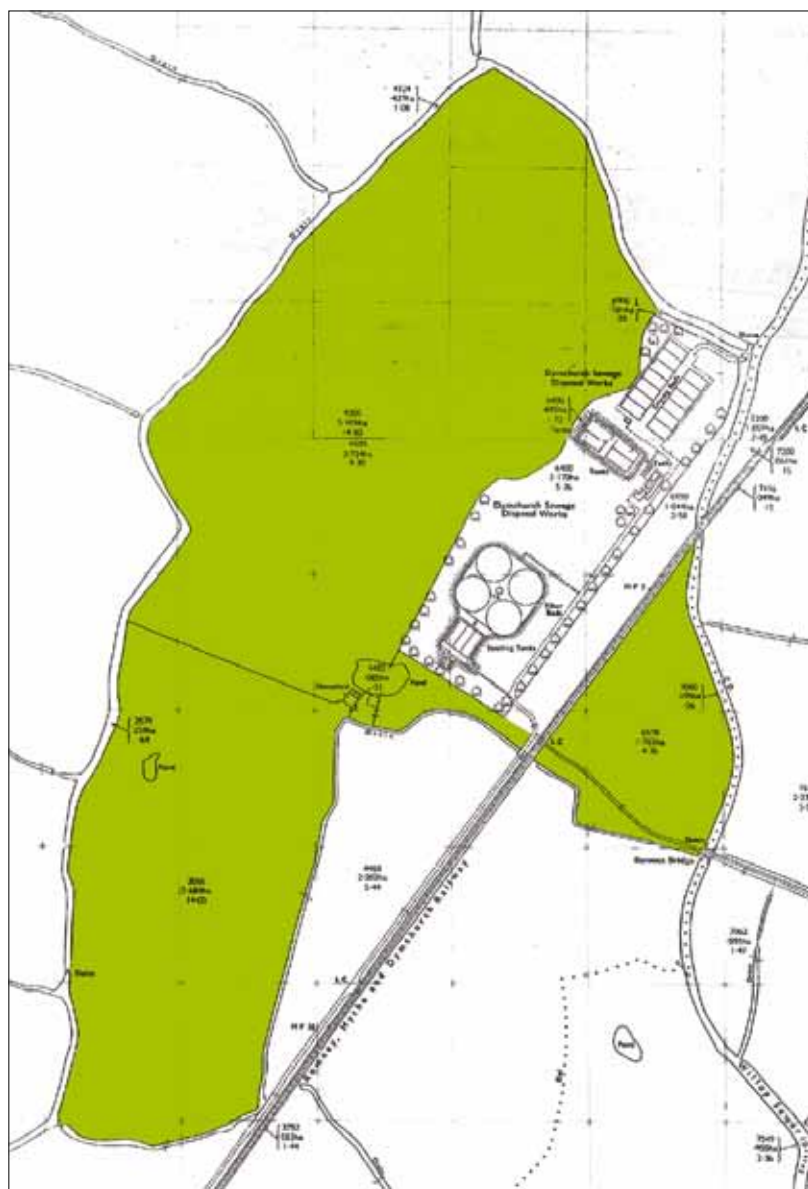
It is understood this is the property of the tenant.

## DIRECTIONS

For viewings it is best to use the concrete road serving the sewage works. The entrance to this is found by taking the Burmarsh Road off the Dymchurch to Hythe Road, proceeding in a north westerly direction passing Kings Way and Green Meadows. Pass over the miniature railway line and then take a right turn into the roadway just before reaching Haguelands Farm. Please note that the access gateway might be locked and it may be necessary to walk part of the way.



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**LOT 5**

**HOBBS • PARKER**

## Land & Buildings at Reed Wood

Cox Street, Detling, Kent

Guide Price: £100,000 - £120,000

About 6.90 acres.



### DESCRIPTION

A smallholding which has previously been a Certified Site with the Camping & Caravan Club. Four useful buildings with water and cesspool connected. Pasture and woodland.

### TENURE

Freehold – Vacant Possession on Completion.

### COMPLETION

Wednesday 13th June 2012 (28 days).

### SOLICITOR

Paul C Burbidge  
Gullands  
16 Mill Street, Maidstone, Kent ME15 6XT  
Tel: 01366 678341  
Email: [p.burbidge@gullands.com](mailto:p.burbidge@gullands.com)





## BUILDINGS

- 1) Main Barn – About 45' x 24'6 with block and brick elevations with large vehicular door and two pedestrian doors. Excellent potential for internal stables.
- 2) Brick Store – About 16' x 9', entrance door with windows to side and rear divided into 2 Rooms with Cesspool to rear.
- 3) Old Tractor Shed – About 30' x 19'.
- 4) Former Poultry Rearing Building.

## LAND

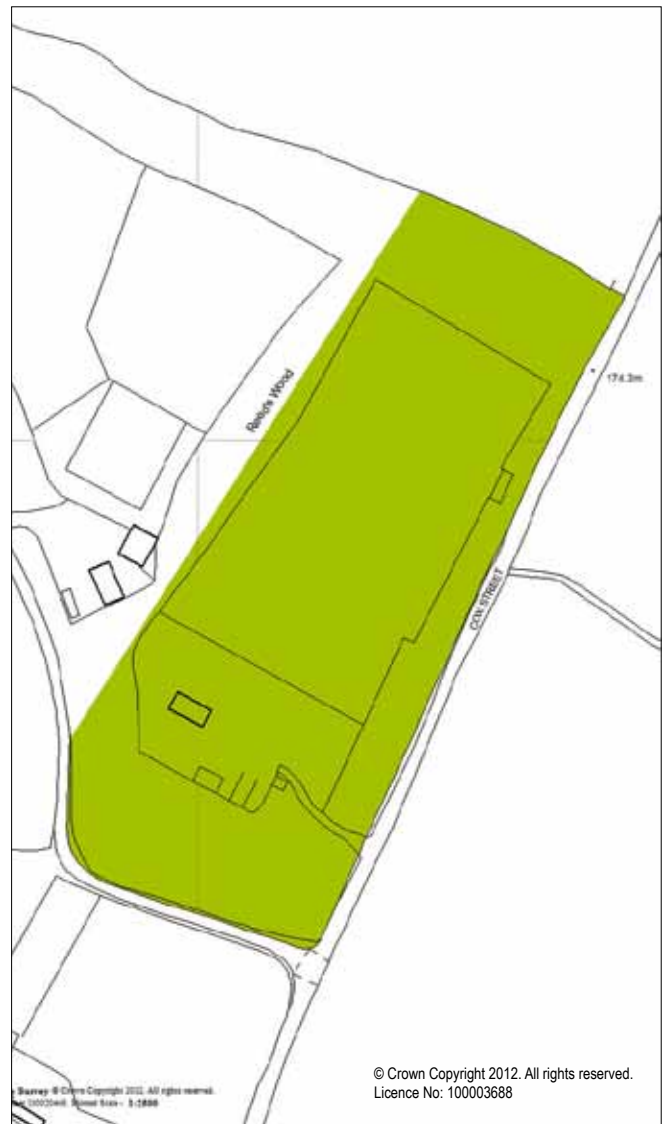
The land comprises 2 areas of paddock/pasture surrounded by woodland that provides excellent screening from Cox Street and Scragged Oak Road.

## SERVICES

Water is connected to a water trough, the Brick Store and Main Barn.

## DIRECTIONS

**From Maidstone/M20 (Junction 7):** Head due north east away from Maidstone on the A249 towards Sittingbourne/M2. Proceed for almost exactly 1.5 miles and before reaching the top of the hill, take the left turn signed Bredhurst. Continue along this road without deviation for almost exactly 1 mile and the entrance to the land will be found on the left hand side just past the turning into Scragged Oak Road.



## Neptune Orchard

Vicarage Lane, Lower Halstow, Kent

Guide Price: £60,000 - £70,000

About 3.95 acres.



### DESCRIPTION

An equestrian smallholding on the eastern edge of Lower Halstow village within easy reach of Upchurch, Newington, Sittingbourne and the M2 motorway.

### TENURE

Freehold – Vacant Possession on Completion.

### COMPLETION

Wednesday 13th June 2012 (28 days).

### SOLICITOR

Martin Collings  
Robinsons  
River House, Stour Street, Canterbury, Kent CT21 2NZ  
Tel: 01227 762888  
Email: martin.collings@robinsonssolicitors.com





## DESCRIPTION

The land and buildings are situated off Vicarage Lane, almost directly opposite Crouch Hill Court.

- 1) Temporary stables – about 31'6 x 9' divided into a feed/tack room and one large stable with doors to front.
- 2) Barn – about 40'6 x 22'6.
- 3) Hay Barn – about 36'6 x 14'3.
- 4) Barn (remains) – about 34' x 33'.
- 5) Open Store – about 34' x 13'.
- 6) Small Barn – about 16' x 13'

The land lies on 3 sides of the buildings and is divided into level grazing paddocks.

## PLANNING

Planning consent has been granted by Swale Borough Council under Planning Reference SW/11/1613(case no 09866) for a change of use of agricultural land to equestrian. Demolish existing derelict agricultural buildings, erect new barn on the footprint of the existing, erect new stable block on the footprint of the existing.

This consent was granted on 23rd December 2011 and development of the barns must be begun not later than 3 years from the date on which the planning consent is granted. (Copy planning consent and plans available from Hobbs Parker).

Further enquiries should be directed to Swale District Council. Tel: 01795 424341

## SERVICES

Mains water and electricity are both connected.

## DIRECTIONS

**From M20 (Junction 7):** Head due north east away from Maidstone and the M20 on the A249 towards the M2 and Sittingbourne. Pass directly under the M2 motorway and continue heading due north east on the A249. After approximately 2 miles turn left onto the A2 towards Newington/Rainham. Continue along this road without deviation for just under 2 miles, take the right turn into Breach Lane, signed Lower Halstow. Continue on for almost exactly 1.5 miles and upon reaching the T junction with The Street, turn right, proceed for approximately 0.30 mile passing The Three Tuns pub and take the right turn into Vicarage Lane. Continue for a short distance and the land and buildings will be found on the left hand side opposite the entrance to Crouch Hill Court.



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## Warren Stables

New Romney, Romney Marsh, Kent

Guide Price: £60,000 - £70,000

About 4.60 acres.



### DESCRIPTION

An equestrian smallholding on the outskirts of New Romney offering stable yard with level paddocks.

### TENURE

Freehold – Vacant Possession on Completion.

### COMPLETION

Wednesday 13th June 2012 (28 days).

### SOLICITOR

Jonathan Hudson  
Hallett & Co, 11 Bank Street, Ashford, Kent TN23 1DA  
Tel: 01233 625711  
Email: [info@hallettandco.co.uk](mailto:info@hallettandco.co.uk)







## Notes



## Notes

**Name** .....

.....

.....

.....

.....

**Price**                      **£** .....

**Deposit**      **£** .....

AS WITNESS our hands this                      day of                      2012.

**Deposit Paid** £ .....

**Balance Due on Completion** £ .....

**Signature** \_\_\_\_\_



# 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 (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
  - 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 whether 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 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 the agreement constituted by these General Conditions of Sale the relevant Special Conditions of Sale the relevant Particulars of Sale and the relevant Memorandum of Contract contains the entire agreement between him and the Vendor.
  21. Purchaser To Be Liable As Principal  
The Purchaser shall be personally liable on making an accepted bid whether or not he purports to act as agent for a principal (and despite him purporting to sign the relevant Memorandum of Contract in a representative capacity) Provided that if the relevant Memorandum of Contract is so signed the liability of the Purchaser and the Principal shall be joint and several and Provided that an individual may bid on behalf of a company without incurring personal liability if
    - 21.1 he has notified the Auctioneer before commencement of the auction that he intends to bid on behalf of a company and of the identity of that company and
    - 21.2 the Auctioneer accepts such bids.



## Property Auctions 2012

Wednesday	28th March	2.30pm
Wednesday	16th May	2.30pm
Wednesday	11th July	2.30pm
Wednesday	10th October	2.30pm