

# Property Auctions

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**HOBBS • PARKER**

## PROPERTY AUCTION 9<sup>th</sup> Sept 2015

2.30pm | The Amos Hall | Ashford Market

### ADMINISTRATION FEE

An administration fee of £360  
(£300 plus VAT) per lot is

payable by the purchaser/s when  
the deposit is paid and contracts  
are exchanged.

Hobbs Parker Estate Agents

Ashford 01233 502222 | Tenterden 01580 766766





### **STIPULATIONS:**

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

### **AGRICULTURAL LAND**

- a) A valuation for growing crops may be applicable.
- b) No counter claims for dilapidations will be entertained in respect of any Lot.
- c) Basic Payment Scheme Entitlements are excluded, unless stated otherwise.
- d) Some agricultural land may fall within an area where an annual land drainage rate is payable.

### **BOUNDARIES**

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

### **COMPLETION 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 full details of the name or names in which the purchase is being made and the name and address of solicitors acting.

This information will be used to complete a Memorandum of Sale in the form of the one on the rear of these particulars which the Purchaser(s) must sign and exchange with the Auctioneers when paying the deposit prior to leaving the Auction Room.

### **DEPOSIT**

A deposit of 10% of the purchase price, subject to a minimum of £2,000 (unless stated differently), will be required at the fall of the hammer. Payment MUST be made by Bankers Draft or Building Society Cheque made out to Hobbs Parker Estate Agents or by Debit Card (Credit Cards and Cash are not acceptable).

### **FENCING**

A purchaser may be responsible (where necessary) for the erection of sound and stockproof fencing to define new boundaries, within 4 weeks of completion and

thereafter for the maintenance of those boundaries marked on the sale plan either with inward "T" marks or by reference to lettering on the plan. (Newly created boundaries are usually indicated on site by wooden stakes in the ground).

The minimum specification of fencing to be as follows: Properly strained 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.

### **GENERAL CONDITIONS OF SALE**

These are printed on the inside cover at the rear of this catalogue and form part of the sale contract.

### **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.

### **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.

### **ORDER OF SALE**

The properties will be offered in catalogue order, however the Auctioneers reserve the right to alter the lotting, alter the order of sale, to combine lots or 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.

### **OUTGOINGS**

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

### **PARTICULARS AND PLANS**

a) 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.

b) 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.

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

### **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.

### **SPECIAL CONDITIONS OF SALE**

Special Conditions of Sale as applicable to particular Lots will be issued as part of the legal pack and 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 Special Conditions of Sale, General Conditions of Sale, Stipulations and sales particulars as well as all documentation forming part of the legal pack for the individual lots.

### **SPORTING RIGHTS**

These are in hand on all Lots unless stated otherwise.

### **TENURE & POSSESSION**

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

### **TIMBER & TREES**

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

### **TOWN & COUNTRY 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.



## **NOTICE TO BIDDERS**

### **ADMINISTRATION FEE**

An administration fee of £300 (including VAT) per lot is payable by the purchaser/s when the deposit is paid and contracts are exchanged.

### **AVAILABILITY OF LOTS**

Prospective purchasers are advised to check with Hobbs Parker Estate Agents on the morning of the sale to ensure that any particular lot will be offered at the auction. (01233) 502222 (Ashford Office) or (01580) 766766 (Tenterden Office)

### **BIDDER REGISTRATION**

a) All potential buyers are required to register their details before bidding, prior to the commencement of the auction. At registration you will need to provide the full name and address of the buyer for contract purposes, the bidder's details (if you are different from the named buyer) and an indication of the firm of solicitors that will be acting on your behalf.

b) You will be allocated a bidding number which will enable you to bid for which there is no charge.

c) The auctioneers reserve the right refuse a bid where registration has not taken place and to offer the lot to the under-bidder if necessary.

### **BUILDING INSURANCE**

It is the purchaser's responsibility to insure properties from the fall of the hammer and immediate arrangements should be put in hand to provide the necessary cover.

### **LEGAL PACKS**

Legal packs for individual properties are usually available about 2 – 3 weeks before the auction.

These generally contain:

- 1) Special Conditions of Sale.
- 2) Draft Land Registry transfer documents and plans.
- 3) Copy Land Registry documents and plans.
- 4) A Local Authority Search.
- 5) Replies to general pre-contract enquiries.

And may also contain other documents relevant to the property.

Where possible, legal packs will be sent by email without charge.

If vendors or their solicitors require paper copies of any legal pack then a minimum charge of £25 (including VAT) will apply.

In some circumstances vendors solicitors may insist on sending out paper copies of legal packs direct for which they may make their own charge.

### **VIEWING**

Viewing is strictly by appointment through Hobbs Parker Estate Agents on (01233) 506299 or (01580) 766766.

Viewing of parcels of bare land is generally allowed without appointment during daylight hours.

# LOT 1

## Land & Lake at Knock Road

Kingsnorth Road, Ashford, Kent TN23 6JA

In all about 4.60 acres

Auction Guide Price: £80,000 - £100,000

**HOBBS · PARKER**

### COMPLETION

This will take place on  
Wednesday 7th October 2015  
(28 days).



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### DESCRIPTION

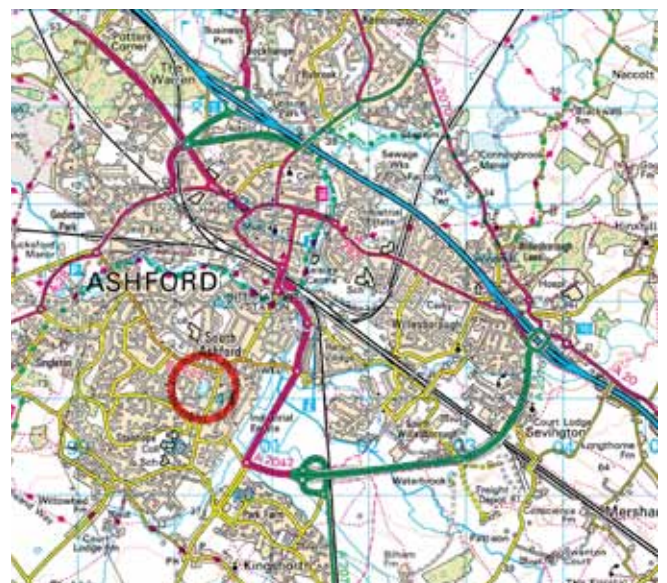
A former brick quarry which over the years has developed into a beautiful large pond/lake surrounded by trees on the outer boundaries.

There are some small ponds in the north west corner and a dedicated car parking area off Knock Road behind secure gates.

This car park has enough space for approximately 10 cars.

### TENURE/POSSESSION

Freehold – with vacant possession on completion but subject to the members of the Ashford International Sports & Social Club Ltd's Angling & Conservation Society having the right to fish the lake for the remainder of the 2015 season up to midnight on Tuesday 15 March 2016.



**SITUATION**

The land and lake are situated a short distance off the Ashford to Kingsnorth Road only 1 mile from the Town Centre and the International Passenger Station. The lake is mainly surrounded by adjoining residential properties and there is access and car parking off Knock Road. There is easy access to Junctions 9 & 10 of the M20 motorway

**SPECIAL NOTE**

The storage container is the property of a member of the Angling and Conservation Society and will remain on the site following completion but will be removed prior to Tuesday 15 March 2016.

**FISHING**

There are 20 well constructed fishable “swims” around the lake served by a perimeter pathway with benches and life aids in appropriate places. There is also a members notice board.

The lake is fed by a total of 7 separate inlets which bring surface water from surrounding roads, 6 of these are on the western side and feed the small pond area before being fed into the lake. There is another inlet pipe close to the entrance gate off Knock Road.

The outlet from the lake is on the eastern side via an underground pipe taking the water in a southerly direction.

**SERVICES**

Mains electricity is connected.

**LOCAL AUTHORITY**

Ashford Borough Council (01233) 331111.  
www.ashford.gov.uk

**SOLICITOR**

Mr Duane Bridger  
Kingsfords  
2 Elwick Road, Ashford, Kent TN23 1PD  
Tel: 01233 624545  
Email: [dgb@kingsfords.net](mailto:dgb@kingsfords.net)





# 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 Received 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 Ventures Limited, trading as Hobbs Parker Estate Agents 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 Con-
    - ditions 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 Received Value Added Tax Invoice to the Purchaser upon the payment by the Purchaser of the Value Added Tax.
    6. Auctioneer
      - 6.1 The Auctioneer reserves the right to regulate the bidding and to refuse to accept any bid or bids (without giving any reason for his refusal) in his sole absolute discretion.
      - 6.2 In the event of any dispute on bidding the Auctioneer's decision shall be final.
    7. Tenure and Title
      - 7.1 The Tenure of each Property is Freehold, unless otherwise stated.
      - 7.2 Subject to the terms of these Conditions and the Standard Conditions of Sale the Vendor will transfer the Property with the Title Guarantee specified in the Special Conditions of Sale.
    8. Interest Rate
 

The Standard Conditions shall be read and construed as if the Rate of Interest referred to was 3% above Lloyds Bank Plc Base Rate for the time being in force.
  9. The Contractual Completion Date
 

The Contractual Completion Date shall be the date specified in the relevant Special Conditions of Sale or if none is so specified it shall be four weeks after the date of the auction.
  10. Presumptions As To Searches And Enquiries
 

The Purchaser shall be deemed:
 
    - 10.1 to have made all local land charges searches and enquiries of the relevant local and other authorities that a prudent purchaser would normally make prior to entering into a contract to purchase real property.
    - 10.2 to have knowledge of all matters that would be disclosed by them and
    - 10.3 to purchase subject to all those matters.
  11. Presumption As To Description
 

Each Property is believed and shall be taken to be correctly described as to quantity and otherwise and any error omission or mis-statement found in the relevant Particulars of Sale or these General Conditions of Sale shall not annul the sale or entitle the Purchaser to any compensation.
12. Protection Of The Auctioneer
 

The Auctioneer shall be under no financial liability to the Purchaser or anyone deriving their interest through or under the Purchaser in respect of any matters arising out of the auction or the relevant Particulars of Sale or these General Conditions of Sale.
13. Incumbrances
  - 13.1 Each Property is sold subject to all (if any) matters referred to in the relevant Particulars of Sale and/or the relevant Special Conditions of Sale.
  - 13.2 Whether or not the Purchaser shall have inspected any of the documents relating to any of those matters he shall be deemed to purchase with full knowledge of them and their contents and shall not make any objection nor raise any requisition in relation to them or any of them notwithstanding any partial incomplete or inaccurate statement in the relevant Particulars of Sale in relation to them or any of them.
14. Fixtures And Fittings
  - 14.1 Where any Property includes fixtures fittings and/or installations the Purchaser shall satisfy himself as to the ownership of them and whether or not they or any of them are subject to any conditional or deferred sale or any hire or hire purchase agreements.
  - 14.2 Neither the Vendor nor the Auctioneer accepts any liability in respect of payments which may be outstanding in respect of those fixtures fittings and installations or any of them or any other responsibility whatsoever regarding them.
  - 14.3 Where the Vendor is a party to any conditional or deferred sale or hire or hire purchase agreement as referred to in condition 14.1 the Purchaser shall keep the Vendor fully and effectually indemnified from and against all costs claims demands damages and losses and any other expenses arising from any breach non-observance or non-performance of the agreement (whether or not resulting from the sale to the Purchaser).
15. Sale By Separate Lots Or Early Sale
  - 15.1 The Auctioneer reserves the right to sell all or any of the Properties in separate lots or sell in one lot where individual lots are offered.
  - 15.2 The Auctioneer reserves the right to sell prior to the auction.
16. Vendor's Reserved Rights
 

The Vendor Reserves the Right to alter or add to the relevant Particulars of Sale and the relevant Special Conditions of Sale at any time prior to or at the auction.
17. Planning Matters
 

No objection shall be made or requisition shall be raised as to the permitted use of any Property for the purpose of the Planning Acts and the Purchaser shall take any Property sold to him subject to all relevant matters under the Planning Acts including (without prejudice to the generality) contraventions and alleged contraventions of them or any of them.
18. Matters Affecting The Property
  - 18.1 Each Property is sold subject to such of the following matters as affects it:
    - 18.1.1 all matters capable of registration as local land charges but not so registered on or before the date of the auction.
    - 18.1.2 all notices served and orders demands proposals or requirements made by any competent authority whether before or after the date of the auction.
    - 18.1.3 all easements quasi-easements rights exceptions or other similar matters whether or not apparent on inspection or disclosed in any of the documents referred to in these General Conditions of Sale or the relevant Special Conditions of Sale or the relevant Particulars of Sale.
    - 18.2 The Purchaser shall take any Property sold to him subject to and shall be responsible for complying with all lawful notices and/or lawful requirements relating to that Property and made by a competent authority person or body and whether served or intimated before or after the date of the auction.
    - 18.3 Notwithstanding anything contained or referred to in these General Conditions of Sale or in the relevant Particulars of Sale or in the relevant Special Conditions of Sale no representation warranty or condition (collateral or otherwise) is made or implied as to:
      - 18.3.1 the state or condition of any Property or any part of it.
      - 18.3.2 whether any Property is subject to any resolutions schemes development orders 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
  - 20.3 the agreement constituted by these General Conditions of Sale the relevant Special Conditions of Sale the relevant Particulars of Sale and the relevant Memorandum of Contract contains the entire agreement between him and the Vendor.
21. Purchaser To Be Liable As Principal
 

The Purchaser shall be personally liable on making an accepted bid whether or not he purports to act as agent for a principal (and despite him purporting to sign the relevant Memorandum of Contract in a representative capacity) Provided that if the relevant Memorandum of Contract is so signed the liability of the Purchaser and the Principal shall be joint and several and Provided that an individual may bid on behalf of a company without incurring personal liability if
 
  - 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.

