

PROPERTY
AUCTION



Wednesday 26th June 2019

2.30pm | The Amos Hall | Ashford Market | TN24 0HB

The Auction will start promptly at 2.30pm on the day.
You will need to arrive early in order to register to bid





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 valuation for growing crops may be applicable.
- No counter claims for dilapidations will be entertained in respect of any Lot.
- Basic Payment Scheme Entitlements are excluded, unless stated otherwise.
- 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 of 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, or £3,000, whichever is the greater, will be payable at the fall of the hammer. Payment MUST be made by Bankers Draft or Building Society Cheque made out to Hobbs Parker Ventures Limited 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.

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 outgoings whether mentioned in these particulars or not. Any figures given are for guidance only.

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.
- 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.
- All plans in these particulars are produced by the Auctioneers For Identification Purposes Only by permission of Promap (*a service of Landmark Information Group*) and Ordnance Survey OS OpenData (*OS data © Crown copyright and database right 2018*).

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.



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.

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) 506260 (*Ashford office*) or (01580) 766766 (*Tenterden office*).

BIDDER REGISTRATION

- All potential purchasers 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.
- You will be allocated a bidding number which will enable you to bid for which there is no charge.
- 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.

GUIDE PRICES

An auction guide price is an indication of the seller's current minimum acceptable price at auction. The guide price or range of guide prices is given to assist interested parties in deciding whether or not to pursue a purchase. The guide price, or range of guide prices, is agreed with the seller at the start of marketing.

The reserve is not fixed at this stage and can be adjusted by the seller at any time up to the day of the auction in the light of interest shown during the pre-auction marketing period. This guide price can be shown either as a minimum and maximum guide range within which an acceptable sale price (*reserve price*) would fall or as a single price figure within 10% of which the minimum acceptable price (*reserve*) would fall.

Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

Please keep in contact with us and a close eye on our website for guide price changes.

LEGAL PACKS

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

These generally contain:

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

And may also contain other documents relevant to the property.

Legal Packs will either be available on request or to download free of charge from the Property Auction section of our website.

If sellers or their solicitors require paper copies of any legal pack then a minimum charge of £30 (*including VAT*) will apply.

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

RESERVE PRICE

This is the seller's minimum acceptable price at auction and the figure below which the auctioneer is instructed not to sell.

The reserve price is not disclosed and remains confidential between the seller and the auctioneer.

Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

Please keep in touch with us during the lead up to the auction and keep an eye on our website.

VIEWING

Viewing is strictly by appointment through Hobbs Parker Estate Agents on: (01233) 506260 (*Ashford office*) or (01580) 766766 (*Tenterden office*).

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

WITHDRAWALS/SALES PRIOR

There is always the possibility that a lot or lots may be withdrawn from the auction or sold prior to auction.

Please keep in touch with us in the days leading up to the auction and keep regular checks on our website that the property you are interested in has not been withdrawn or sold prior to auction.

MONEY LAUNDERING REGULATIONS

In response to the Money Laundering Regulations (2017) Hobbs Parker Estate Agents require full identification details of all successful purchasers of lots in this Auction for all named buyers when signing the Memorandum of Sale.

Purchasers must produce two forms of original identification for each purchaser; and where a purchase is to be in joint names then each buyer must produce identification as follows:

IDENTITY DOCUMENTS

Any one of the following for each buyer:-

- Current signed passport.
- Full UK Driving Licence with current address (*with or without photocard*).
- Firearm/shotgun certificate.
- Benefits book or original notification letter from Benefits Agency.
- Inland Revenue current tax year notification.
- Residence permit issued by the Home Office to EEA nationals or sight of own country passport.

EVIDENCE OF ADDRESS

Any one of the following for each buyer:-

- Local authority council tax bill for the current council tax year.
- Council/Housing Association Rent book paid within the last 3 months.
- Utility bill (*gas, electric, satellite television, landline phone bill*) within the last 3 months.
- Original, up to date mortgage statement.
- Vehicle Registration document.
- Bank/Building Society savings statement dated within the last three months.
- Full UK Driving Licence (*if not used for identity*).

A transaction cannot proceed if any buyer is unable to produce full identification to the satisfaction of Hobbs Parker.

Hobbs Parker Estate Agents comply with the Money Laundering Regulations 2017 and in the event that we have any suspicion of money laundering on any property in this Auction then we are required to make the appropriate disclosure report to the authorities.

Please note if the bidder is acting on behalf of another party, they will be required to provide the documents detailed above for both themselves and for the named Purchasers for whom they act, as well as providing a valid letter of authority from the Purchasers authorising them to bid on their behalf. If the bidder is acting on behalf of a company, the above documents will still be required, together with written authority from the company and a copy of the Certificate of Incorporation.

LOT 1

Land at Old Romney

Romney Marsh, Kent

About 3.70 acres

Auction Guide Price: £40,000 - £50,000

Completion will take place on Wednesday 24th July 2019



A parcel of pasture land situated in the heart of Romney Marsh just outside Old Romney village adjoining the A259.

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.

Tenure/Possession

Freehold – vacant possession on completion.

Completion

Wednesday 24th July 2019 (28 days)

Solicitor

Rupert Parkes
Heringtons
80 High Street,
Rye, East Sussex TN31 7JR

Tel: 01797 222955

Email: rupertparkes@heringtons.com

Services

There are no mains services connected.

Viewings

Please contact Hobbs Parker Estate Agents for appointments with your full contact details (**F2526A**)

Local Authority

Folkestone and Hythe District Council. 01303 853000 (www.folkestone-hythe.gov.uk).

Directions

From Ashford M20 (Jct 10): Leave Ashford heading due south on the A2070 towards Romney Marsh and on reaching Brenzett turn left at the roundabout onto the A259 towards New Romney. Pass through Old Romney and the land will be found after a short distance on the right hand side.

Please look out for our For Sale board.



Promap v2
LANDMARK INFORMATION

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Licence number 100022432
Plotted Scale = 1:1500, Paper Size = A4

Boundary Plan for identification purposes only



LOT 2

Land at Old Romney

Romney Marsh, Kent

About 1.45 acres

Auction Guide Price: £25,000 - £30,000

Completion will take place on Wednesday 24th July 2019



A parcel of pasture land situated in the heart of Romney Marsh just outside Old Romney village adjoining the A259.

Tenure/Possession

Freehold – vacant possession on completion.

Completion

Wednesday 24th July 2019 (28 days)

Solicitor

Rupert Parkes
Heringtons
80 High Street,
Rye, East Sussex TN31 7JR

Tel: 01797 222955

Email: rupertparkes@heringtons.com

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.

Services

There are no mains services connected.

Viewings

Please contact Hobbs Parker Estate Agents for appointments with your full contact details (F2526B)

Local Authority

Folkestone and Hythe District Council. 01303 853000 (www.folkestone-hythe.gov.uk).

Directions

From Ashford M20 (Jct 10): Leave Ashford heading due south on the A2070 towards Romney Marsh and on reaching Brenzett turn left at the roundabout onto the A259 towards New Romney. Pass through Old Romney and the land will be found after a short distance on the right hand side.

Please look out for our For Sale board.



Boundary Plan for identification purposes only

Promap v2
LANDMARK INFORMATION

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Licence number 100022432
Plotted Scale = 1:2250. Paper Size = A4



LOT 3

2 Clap Hill Cottages

Roman Road, Aldington, Kent TN25 7DA

Auction Guide Price: £100,000-£125,000

Completion will take place on Wednesday 24th July 2019



A pretty Grade II Listed terraced cottage in need of complete refurbishment with outbuilding and garden. Close to the village shop.

Tenure/Possession

Freehold – Vacant Possession on Completion.

Completion

Wednesday 24th July 2019 (28 days)

Solicitor

David Fifield
Hallett & Co.
11 Bank Street,
Ashford, Kent TN23 1DA

Tel: 01233 625711

Email: dgf@hallettandco.co.uk

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.



Situation

2 Clap Hill Cottages is perfectly positioned being just a short walk to the village shops, post office and school. Aldington village is extremely popular with a thriving community and benefits from its own primary school, pub, Post Office/general store, farm shop, village green with tennis courts/outside gym and play area. There is also a new Bistro and Hairdressers. The bustling market town of Ashford with High Speed Rail Link to London St Pancras and regular Eurostar services to the Continent is about 6 miles away. There is a choice of state and private secondary schools in Ashford. Ashford, Canterbury and Folkestone are all within a short drive of the property providing extensive leisure and shopping facilities. With open countryside on its doorstep, there are a host of rural walks nearby.

2 Clap Hill Cottages

2 Clap Hill Cottages is believed to date from 1782 and is Grade II listed.

The property has had new windows since 2013 and now requires internal refurbishment. There are many original features including beams, doors and fireplace. There is a cellar in the sitting room (not very big but enough for storage). Both ground floor rooms are good sizes as is the bedroom on the 1st floor. The attic room has ladder stairs to it (the ceiling and walls need attention).

Outside

Immediately outside the back door is a walkway for all cottage users allowing access for bins etc. There is a path to the outbuilding with toilet and store. The path continues around the back off the outbuilding to the garden shed, patio area and lawned garden. This is a surprisingly good size garden and well maintained.

Services

Mains water, electricity and drainage.
None of the services have been tested.

Directions

From Ashford M20 (junction 10), proceed along the A20 to the Evedgate crossroads (signposted Aldington). Proceed past Evedgate Mill taking the first turning right after the mill into Calleywell Lane.

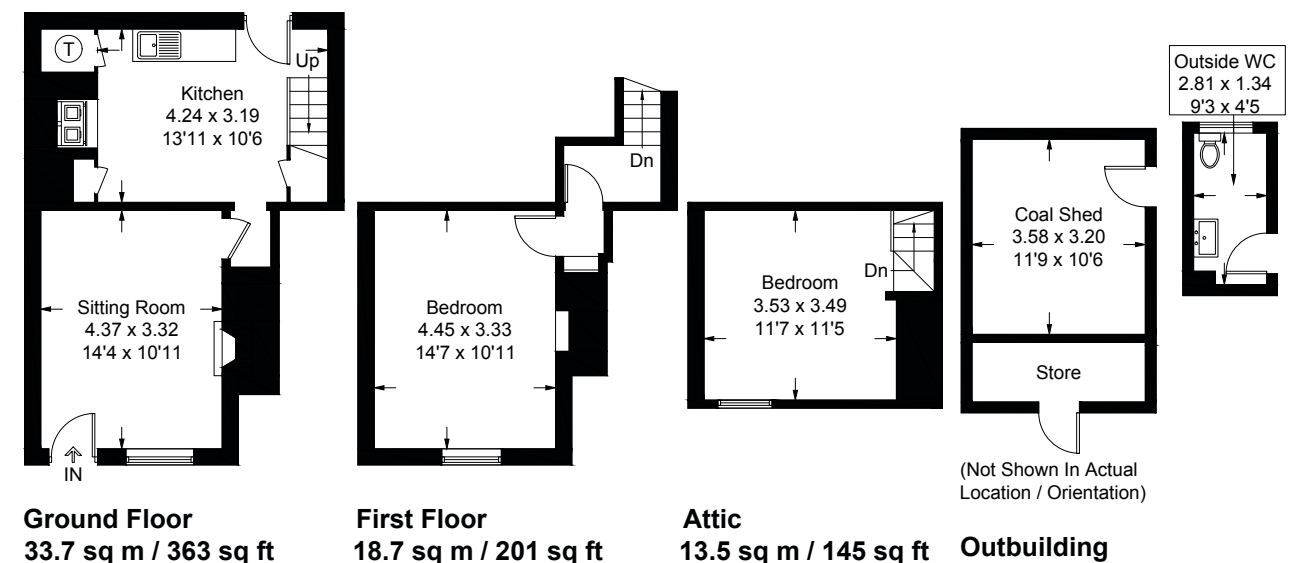
At the 'T' junction in the centre of Aldington turn right and 2 Clap Hill Cottage will be found on your right, just past the village shop and opposite Frith Road.

Viewings

Strictly by appointment only. (Reference V2223)



2 Clap Hill Cottages, Roman Road, Aldington



Approximate Gross Internal Area = 65.9 sq m / 709 sq ft
Outbuilding Area = 19.3 sq m / 208 sq ft
Total = 85.2 sq m / 917 sq ft

This plan is for layout guidance only. Not drawn to scale unless stated. Windows and door openings are approximate. Whilst every care is taken in the preparation of this plan, please check all dimensions, shapes and compass bearings before making any decisions reliant upon them. (ID549432)



LOT 4

Faggs Mount Farm

Smarden Road, Bethersden, Kent TN26 3HE

About 11.65 acres

Auction Guide Price: £450,000 - £500,000

Completion will take place on Wednesday 24th July 2019



Rural farmstead comprising farmhouse for significant renovation or replacement, barn with potential, garage/workshop, pretty pastureland on 3 sides.

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.

Tenure/Possession

Freehold – Vacant Possession on Completion.

Completion

Wednesday 24th July 2019 (28 days)

Solicitor

David Fifield
Hallett & Co.
11 Bank Street,
Ashford, Kent TN23 1DA

Tel: 01233 625711

Email: dgf@hallettandco.co.uk

Situation

Faggs Mount Farm is conveniently located on a country road between the villages of Bethersden and Smarden only 2 miles from the A28 which offers easy access to Tenterden and Ashford. Bethersden and Smarden offer a good range of village amenities and are two of the prettiest villages in the area. Pluckley Station is an easy drive to the north with regular trains to London Charing Cross in about 1 hour 5 minutes.

The Property

The house provides simple accommodation on 2 floors with 4 bedrooms and a bathroom on the first floor with a living room, a kitchen/breakfast room and a side lobby. There is no central heating but the solid fuel stove in the kitchen is used for cooking and provides hot water.

**There is evidence of structural cracking and the house either requires significant renovation or complete replacement (subject to planning).*

Planning

All planning enquiries relating to the potential of the property either for replacement or for extension/renovation must be made to the planning department at Ashford Borough Council (ashford.gov.uk) (01233) 331111.

Gardens

There is an informal, mainly lawned garden with shrubs and roses that lies to the rear of the house and a Brick/Timber Store and a Garden Shed.

Outbuildings

These lie to the side of the house and garden and comprise :

a) **Barn** - about 32 feet x 25 feet overall, with Lean-to.

b) **Garage/workshop** - about 36 feet x 28 feet, of steel frame with corrugated cladding.

**The barn may have potential under Class Q of the Permitted Development Order (rights to convert an agricultural building to residential use).*

Land

The property is surrounded on 3 sides by permanent pastureland divided into 3 separate fields and offering excellent amenity and protection to the property. There is ample space to create smaller grazing fields/paddocks and for further buildings or an all weather riding arena if required (subject to planning). The boundaries of the property are shown edged red on the attached plan which is to be treated for identification purposes only.

Services

Mains water and electricity, private drainage.
None of the services or appliances have been tested.

Viewings

Viewings are strictly by appointment through Hobbs Parker Estate Agents (Ref: F2517).

Directions

From Bethersden/A28: Heading towards Tenterden, take the right turn next to The Bull towards Smarden. Continue on this road without deviation for almost exactly 2 miles and Faggs Mount Farm will be found on the right hand side.

The property can also be approached from Smarden village by following the road to Bethersden where the farm will be found on the left hand side after approximately 2 miles.

Energy Efficiency Rating

This graph shows the current energy efficiency of this property.

The full version of the certificate is available upon request.



Boundary Plan for identification purposes only

LOT 5

87 Worlds End Lane

Chelsfield, Orpington BR6 6AE

Auction Guide Price: £240,000 - £260,000

Completion will take place on Wednesday 24th July 2019



Mid terraced home requiring renovation and updating throughout. Two reception rooms, kitchen, two double bedrooms and bathroom. Fair sized rear garden with gated access at the far end.

Tenure/Possession
Freehold

Completion
Wednesday 24th July 2019 (28 days)

Solicitor
Laura Trotman
Brunswick Law
16 The Green
Westerham, Kent TN16 1AU

Tel: 01959 561515

Email: email.brunswick@gmail.com

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.

Valuers comment:

A great opportunity to put your own stamp on a period cottage with a well proportioned garden.

The property

- Entrance porch
- Front room
- Second reception
- Kitchen
- First floor
- Bedroom one
- Bedroom two
- Bathroom

Outside

- Small front garden
- Rear garden

Description

A period mid terrace property located in the popular Worlds End Lane that requires renovation throughout. This attractive cottage has an entrance porch to the front that leads directly into the front reception. Following on, there is a further reception room and then a kitchen to the rear. The back door leads onto a small rear porch and then, in turn, the rear garden. Upstairs are two double bedrooms and a bathroom that is accessed from the second bedroom.

Externally

To the front, is a small paved garden with a picket fence to the pavement boundary. To the rear is a well established (now a little overgrown) garden of fair size. At the far end is a rear access gate.

Directions

Worlds End Lane can be found a few minutes off the A21. Coming from the M25, at the Bristol Street Motors roundabout, take the third exit onto the Sevenoaks Road. Continue a short way along and then take the third right hand turning into Worlds End Lane. No 87 can be found on the right hand side, just past the St Mary's Church. **Sat Nav BR6 6AE**

Services

No services have been tested at the property and we encourage interested parties to conduct their own research into this.

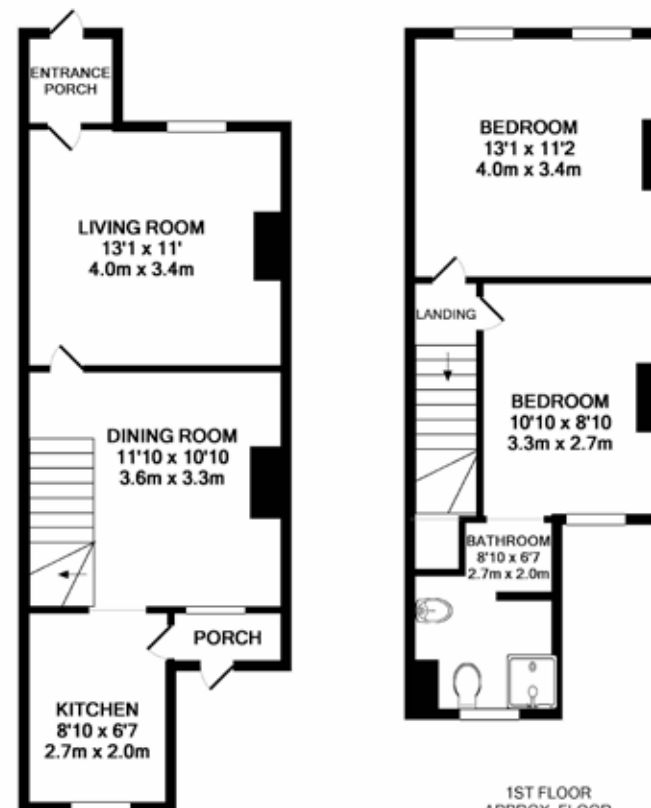
Viewing:

Strictly by appointment with the agent (**Reference A1478**)

Energy Efficiency Rating

This graph shows the current energy efficiency of this property.

The full version of the certificate is available upon request.



GROUND FLOOR
APPROX. FLOOR
AREA 336 SQ.FT.
(31.2 SQ.M.)

WORLDS END LANE, ORPINGTON
TOTAL APPROX. FLOOR AREA 638 SQ.FT. (59.3 SQ.M.)

Whilst every attempt has been made to ensure the accuracy of the floor plan contained here, measurements of doors, windows, rooms and any other items are approximate and no responsibility is taken for any error, omission, or mis-statement. This plan is for illustrative purposes only and should be used as such by any prospective purchaser. The services, systems and appliances shown have not been tested and no guarantee as to their operability or efficiency can be given.
Made with Metropix ©2019



MEMORANDUM

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



Name

Address Purchaser’s Solicitor

.....

.....

.....

.....

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

Price: £

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

Deposit: £

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

AS WITNESS our hands this day of 2019.

Purchase Price: £

Deposit Paid: £

Balance Due on Completion: £

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

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 receipted 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.

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 Bankers Draft 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.

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

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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.
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8. INTEREST RATE

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

9. THE CONTRACTUAL COMPLETION DATE

The Contractual Completion Date shall be the date specified in the relevant Special Conditions of Sale or if none is so specified it shall be four weeks after the date of the auction.

10. PRESUMPTIONS AS TO SEARCHES AND ENQUIRIES

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

11. PRESUMPTION AS TO DESCRIPTION

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

12. PROTECTION OF THE AUCTIONEER

The Auctioneer shall be under no financial liability to the Purchaser or anyone deriving their interest through or under the Purchaser in respect of any matters arising out of the auction or the relevant Particulars of Sale or these General Conditions of Sale.

13. INCUMBRANCES

13.1 Each Property is sold subject to all (if any) matters referred to in the relevant Particulars of Sale and/or the relevant Special Conditions of Sale.
13.2 Whether or not the Purchaser shall have inspected any of the documents relating to any of those matters he shall be deemed to purchase with full knowledge of them and their contents and shall not make any objection nor raise any requisition in relation to them or any of them notwithstanding any partial incomplete or inaccurate statement in the relevant Particulars of Sale in relation to them or any of them.

14. FIXTURES AND FITTINGS

14.1 Where any Property includes fixtures fittings and/or installations the Purchaser shall satisfy himself as to the ownership of them and whether or not they or any of them are subject to any conditional or deferred sale or any hire or hire purchase agreements.
14.2 Neither the Vendor nor the Auctioneer accepts any liability in respect of payments which may be outstanding in respect of those fixtures fittings and installations or any of them or any other responsibility whatsoever regarding them.
14.3 Where the Vendor is a party to any conditional or deferred sale or hire or hire purchase agreement as referred to in condition 14.1 the Purchaser shall keep the Vendor fully and effectually indemnified from and against all costs claims demands damages and losses and any other expenses arising from any breach non-observance or non-performance of the agreement (whether or not resulting from the sale to the Purchaser).

15. SALE BY SEPARATE LOTS OR EARLY SALE

15.1 The Auctioneer reserves the right to sell all or any of the Properties in separate lots or sell in one lot where individual lots are offered.
15.2 The Auctioneer reserves the right to sell prior to the auction.

16. VENDOR’S RESERVED RIGHTS

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

17. PLANNING MATTERS

No objection shall be made or requisition shall be raised as to the permitted use of any Property for the purpose of the Planning Acts and the Purchaser shall take any Property sold to him subject to all relevant matters under the Planning Acts including (without prejudice to the generality) contraventions and alleged contraventions of them or any of them.

18. MATTERS AFFECTING THE PROPERTY

18.1 Each Property is sold subject to such of the following matters as affects it:
18.1:1 all matters capable of registration as local land charges but not so registered on or before the date of the auction.
18.1:2 all notices served and orders demands proposals or requirements made by any competent authority whether before or after the date of the auction.
18.1:3 all easements quasi-easements rights exceptions or other similar matters whether or not apparent on inspection or disclosed in any of the documents referred to in these General Conditions of Sale or the relevant Special Conditions of Sale or the relevant Particulars of Sale.
18.2 The Purchaser shall take any Property sold to him subject to and shall be responsible for complying with all lawful notices and/or lawful requirements relating to that Property and made by a competent authority person or body and whether served or intimated before or after the date of the auction.
18.3 Notwithstanding anything contained or referred to in these General Conditions of Sale or in the relevant Particulars of Sale or in the relevant Special Conditions of Sale no representation warranty or condition (collateral or otherwise) is made or implied as to:
18.3:1 the state or condition of any Property or any part of it.
18.3:2 whether any Property is subject to any resolutions schemes development orders improvements plans improvement notices or schemes sanitary notices or intimation notices or proposals under the Housing Act 1985.
18.3:3 whether any property is in an area where redevelopment is proposed or is subject to a road widening proposal or scheme or any similar matter affecting its use and occupation.
18.4 The Purchaser shall be deemed to purchase any Property in all respects subject to such (if any) of the matters referred to in condition 18.3 as affect it whether or not he made any enquiry regarding these matters or any of them and neither the Vendor nor the Auctioneer shall be required or bound to inform the Purchaser of any of those

matters (whether known to them or either of them or not) and the Purchaser shall not raise any requisition or make any objection in respect of any of those matters and neither the Vendor nor the Auctioneer shall in any way be liable to the Purchaser in respect of any of those matters or any failure to disclose any of those matters (it being solely the duty of the Purchaser to satisfy himself at his own risk in respect of all those matters).

19. PURCHASER’S REQUISITIONS

19.1 The Purchaser shall not raise any requisition or make any objection in relation to any of the matters referred to in conditions 10 11 13 and 18 and the Purchaser shall indemnify the Vendor in respect of any claims which have arisen or may arise relating to those matters or any of them.
19.2 In connection with the sale of each Property it shall be the sole responsibility of the Purchaser to satisfy himself before making a bid for any Property as to the accuracy of the particulars contained in the relevant Particulars of Sale.

20. DISCLAIMER

The Purchaser admits:
20.1 that prior to making his bid he inspected any Property sold to him and that he made his bid and purchases that Property with full knowledge of its actual state and condition and takes it as it stands.
20.2 that he bid for any Property solely as a result of his own inspection and on the basis of the terms of these General Conditions of Sale and the relevant 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.

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