

## SPECIAL CONDITIONS OF SALE

### Brief Description of the LOT

Sale of 22 Noble Street, Peterlee SR8 3LX

### Name of the SELLER

David Teasdale and Lisa Dolores Wilkes

### Name and Address of the SELLERS LAWYERS

Dorling Cottrell Limited Trading as Gordon Brown Law ('GORDON BROWN LAW'),  
Moongate House, Fifth Avenue Business Park, Team Valley, Gateshead, NE11 0HF

### Buyer Contract

Means the contract signed by the BUYER entitled "Buyer Contract" which shall incorporate these Special Conditions of Sale

### Tenure

Freehold

### Title Number

DU134997

### Title Guarantee

~~4. Full Title Guarantee – Limited Title Guarantee – No Title Guarantee~~

Provided that the TRANSFER to the BUYER shall contain an acknowledgement that:

1. The Transferor shall not be liable under Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 for the cost of compliance which shall be at the cost of the Transferee.
2. The Transferor shall not be liable under Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 in respect of the Incumbrances or matters which are matters of public record or in respect of instruments or matter of which the Transferee is deemed to have actual notice by section 198 of the Law of Property Act 1925 being expressly made subject to them.

### Deposit

5% of purchase price

### Interest Rate

5% over National Westminster Bank Plc's base rate from time to time with a minimum interest rate of 10%

### AGREED COMPLETION DATE

Means the 28 days after the date of the AUCTION

## ADDITIONAL SPECIAL CONDITIONS

1. THE BUYER CONTRACT shall incorporate these Special Conditions of Sale. Where there is a conflict between the BUYER CONTRACT or any general conditions of sale these Special Conditions of Sale shall prevail.
2. The Property is sold free of occupiers.
3. Any sum payable to the BUYER as compensation for late COMPLETION shall not exceed the BUYER'S actual proven loss.
4. If COMPLETION would otherwise take place on a public holiday or a day which is not a working day, then completion shall take place on the working day immediately before such public holiday or working day.
5. The SELLER shall be entitled to decline to transfer the PROPERTY to any person other than the BUYER.
6. The Property is sold subject to all matters registered or registerable (whether registered or not) in any Local Land Charges Register and the requirement orders, notices, proposals, demands and requests of any Public or Local Authority which affect or relate to the property, whether arising before or after the date hereto, and all the financial and other restrictions, liabilities and obligations arising therefrom.
7. For the purposes of Section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 all matters recorded in registers open to public inspection are to be considered within the knowledge of the BUYER.
8. It is hereby agreed between the parties hereto that THE BUYER CONTRACT constitutes the entire agreement between the parties hereto for the sale and purchase of the PROPERTY and that it may only be varied or modified in writing and that no representation warranty or statement, whether written, oral or implied hereto, made by or on behalf of one party to the other, shall be capable of being treated as forming part of THE BUYER CONTRACT or as an inducement by the SELLER to the BUYER to enter into THE BUYER CONTRACT or as an inducement by the SELLER to the BUYER to enter into THE BUYER CONTRACT or as a collateral warranty in relation to the subject matter hereof or the ground upon which the BUYER shall base any claim against the SELLER but such agreement and acknowledgement shall not extend the written replies of the SELLER'S LAWYERS to any enquiries before contract raised by the BUYER'S SOLICITORS.
9. In addition to the PURCHASE PRICE the BUYER'S SOLICITOR shall pay to GORDON BROWN LAW the sum of Six Hundred and Fifty Pounds (£650) plus VAT as a contribution towards the SELLER'S legal and administrative costs, such sum to be paid by the BUYER to the SELLER on COMPLETION. For the avoidance of doubt the SELLER shall not be obliged to complete the sale of the LOT unless and until the BUYER complies with this special Condition.
10. In the event that the SELLER entered into a Covenant (in any form of wording) to observe and / or perform conditions contained or referred to in the register of the PROPERTY transferred or conditions contained or referred to in other documents of title then the TRANSFER to the BUYER shall contain the following provision:

- 10.1 With the object of giving the Transferor a complete indemnity but not further or otherwise the Transferee covenants with and undertakes to the Transferor that the Transferee and its successors in title will at all times observe and perform the covenants and conditions contained or referred to in the register of the property hereby transferred and will indemnify the Transferor in respect of any costs, claims or demands arising by reason of any future breach thereof.
11. The BUYER acknowledges that the BUYER buys the LOT with full knowledge of the state and condition of the LOT (whether or not the BUYER has inspected the LOT or caused it to be inspected on the BUYER'S behalf).
12. All costs payable by the BUYER pursuant to these Special Conditions are payable on the date of the BUYER CONTRACT and not on the date of COMPLETION. The BUYER authorises the SELLER'S LAWYERS to deduct such sums from the DEPOSIT.
13. Save for the deduction of the sums set out in these Special Conditions of Sale from the DEPOSIT the balance of the DEPOSIT shall be held by the SELLER'S LAWYERS as stakeholder.
14. In the event of a rescission of the BUYER CONTRACT by virtue of a default of the SELLER (but for the avoidance of doubt not in relation to a rescission effected as a result of the default of the BUYER) the BUYER shall be entitled to a refund of the DEPOSIT in full.
15. The Transfer of the LOT shall be prepared by the SELLER'S LAWYERS and the costs of the provision of the engrossment Transfer shall be payable by the BUYER on completion. The fee for the provision of the Transfer shall be one hundred and twenty five pounds (£125.00) plus VAT.
16. The BUYER shall insure for his own benefit from the date of the BUYER CONTRACT.
17. If the instrument of payment of the DEPOSIT is not honoured on the first presentation the SELLER shall have the option:
- 17.1 of rescinding the sale; or
  - 17.2 of affirming the sale; and if the SELLER affirms the sale either:
    - 17.2.1 the SELLER may determine the contract and forfeit the DEPOSIT which shall remain due to the SELLER and in addition the BUYER will remain liable on his instrument of payment; or
    - 17.2.2 the SELLER may seek specific performance of the sale.
18. The amount paid on COMPLETION shall be a final figure and the BUYER shall be responsible for the payment of all monies due in respect of any rent, rent charge, service charge, service or insurance premium contribution of any similar outgoing, including any excess charge notwithstanding when the same arose or became payable prior to completion.
19. In the event that the BUYER does not complete on the COMPLETION DATE and the SELLER'S LAWYERS serve a Notice to Complete in addition to the sum payable on COMPLETION the BUYER shall pay the costs of two hundred pounds (£200.00) plus VAT such costs to be added to the amount payable on COMPLETION.

20. If the LOT is sold subject to any Occupational Tenancies if there are any arrears then the BUYER will pay the amount of the arrears (less any part of them to which the BUYER is entitled) to the SELLER on COMPLETION and the SELLER will, on request, assign whatever right (if any) it has to recover the arrears to the BUYER.
21. No variation of the BUYER CONTRACT shall be effective unless it is by way of Supplemental Agreement signed by the parties (or their authorised representatives). The Supplemental Agreement shall be prepared by the SELLER'S LAWYERS and the costs of the provision of the engrossment Supplemental Agreement shall be payable by the BUYER on completion. The fee for the provision of the Supplemental Agreement shall be two hundred and fifty pounds (£250.00) plus VAT.
22. In the event that the SELLER is required to enter into a licence to assign or obtain any written consent prior to the SALE of the LOT contained within any Lease, Transfer, Conveyance or similar document contained or referred to within the Title Number the responsibility of complying with any such requirements shall be assumed by the BUYER upon exchange of contracts and the BUYER will raise no requisition thereon nor shall the BUYER be entitled to delay completion as a result thereof.
23. Clause G1.2 is varied as follows: "The LOT is sold subject to any tenancies set out by these special conditions, but otherwise free of occupiers on completion".
24. Clauses G4.2 and G4.6 of the General Conditions of Sale do not apply.
25. The SELLER has submitted a local and drainage search ('Searches') in respect of the LOT. At the date of the BUYER CONTRACT the Searches have not yet been returned. In the event that the Searches are not available by COMPLETION the SELLER will commission indemnity insurance in the form annexed hereto. The BUYER shall not be entitled to delay COMPLETION as a result of the delay in Searches being received nor shall the BUYER be entitled to request additional Searches or raise any requisition in respect of the Searches.