

**Special conditions of sale of freehold property with vacant  
possession being sold by tender**

**John Amos & Co Sale by Formal Tender**

**Closing Date for formal tenders:**

**Friday 11<sup>th</sup> December 2020 at 12 noon**

**Lot 1 – 69 acres at Lower House Farm, Huntington, Kington**

**Lot 2 – 54.16 acres at Lower House Farm, Huntington, Kington**

**Lot 3 – 13.86 acres at Lower House Farm, Huntington, Kington**

**Lot 4 – 20.31 acres at Lower House Farm, Huntington, Kington**

**SPECIAL CONDITIONS OF SALE**

**1 Definitions and interpretation**

In these Conditions:

1.1 **‘the 1994 Act’** means the Law of Property (Miscellaneous Provisions) Act 1994

1.2 **‘the Buyer’s Solicitors’** means the person or firm named in the Tender Form submitted by the Buyer as the person or firm to whom the evidence of title should be sent in the event of the Tender being successful

1.3 **‘Competent Authority’** means any local authority highway authority or other authority or body exercising powers under statute or by royal charter or any utility service or supply company or body

- 1.4      **‘Completion’** means actual completion of the sale and purchase agreed in the contract for sale created pursuant to the annexed Conditions of Tender
- 1.5      **‘the Completion Date’** means the 8<sup>th</sup> January 2021
- 1.6      **‘the Completion Money’** means the Purchase Price (or any outstanding balance of it) as adjusted by all sums due between the parties at Completion
- 1.7      **‘these Conditions’** means these special conditions of sale as varied by any subsequent documentation
- 1.8      **‘the Contract Rate’** means 3% per annum above the base lending rate from time to time of Barclays Bank plc
- 1.9      **‘the Deposit’** means the sum payable under condition 5.1 of the annexed Conditions of Tender
- 1.10     **‘the Documents’** means the documents listed in Part 2 of Schedule 1
- 1.11     **‘the Notification Date’** means the date on or before which the Seller’s Agents despatch to the Buyer (if any) a letter of acceptance of the Buyer’s tender
- 1.12     **‘the Property’** means the individual respective Lots described as
- Lot 1 69 acres at Lower House Farm, Huntingdon, Kington HR5 3PU;
  - Lot 2 54.16 acres at Lower House Farm, Huntingdon, Kington HR5 3PU;
  - Lot 3 13.86 acres at Lower House Farm, Huntingdon, Kington HR5 3PU;
  - Lot 4 20.31 acres at Lower House Farm, Huntingdon, Kington HR5 3PU
- more particularly described in the draft transfers supplied with the Tender Documents being also referred to in Part 1 of Schedule 1
- 1.13     **‘the Purchase Price’** means the purchase price specified by the buyer in his Tender

form and also specified in the Letter of Acceptance

- 1.14 **‘the Seller’s Solicitors’** means the person or firm so defined in condition 1.1 of the annexed Conditions of Tender
- 1.15 **‘the Standard Conditions’** means the Standard Commercial Property Conditions (2nd Edn)
- 1.16 **‘the Transfer’** means the transfer of the Property which shall be in the form of the draft transfer supplied with the tender documents relating to each particular Lot.
- 1.17 **‘VAT’** means an amount equal to the value added tax as charged in accordance with VATA or any equivalent or substituted tax
- 1.18 words importing one gender shall be construed as importing any other gender
- 1.19 words importing the singular shall be construed as importing the plural and vice versa
- 1.20 words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa
- 1.21 where any party comprises more than one person the obligations and liabilities of that party under these Conditions shall be joint and several obligations and liabilities of those persons
- 1.22 the condition headings do not form part of these Conditions and shall not be taken into account in their construction or interpretation
- 1.23 any reference to a clause paragraph or schedule is to one in these Conditions so numbered
- 1.24 in the absence of any contrary provision any reference to a statute includes any statutory modification or re-enactment of it and any and every order instrument regulation direction or plan made or issued under the statute or deriving validity from it

- 1.25 words defined in the annexed Conditions of Tender shall have the same meaning in these Conditions

## **2 Incorporation of Conditions of Tender**

- 2.1 Conditions 1 2 and 3 of the annexed Conditions of Tender are incorporated in these Conditions as though repeated at length in these Conditions
- 2.2 If there shall be any conflict between the Conditions of Tender and these Conditions these Conditions shall prevail

## **3 Deposit**

- 3.1 The Deposit shall be held by the Seller's Solicitors as stakeholders

## **4 Completion**

- 4.1 Completion of the sale and purchase and payment of the Completion Money shall take place on the Completion Date on or before 1.00 pm at the offices of the Seller's Solicitors or where they may reasonably direct
- 4.2 If the Completion Money is received after 1.00 pm on the Completion Date or on a day which is not a working day Completion shall be deemed for the purposes of the Standard Conditions to have taken place on the next working day after receipt
- 4.3 In addition to the Purchase Price as part of the Completion Money on completion the Buyer shall pay the Seller's solicitor the sum of £195.18 by way of repayment of the cost of the local and other searches made available for inspection by the Buyer prior to the date hereof whether or not the Buyer shall have examined the same or not and for the production of the transfer by the Seller's solicitors.

## **5 Title guarantee**

- 5.1 The Seller sells the Property with full title guarantee

## **6 Vacant possession**

The Property is sold with vacant possession

## **7 Title**

7.1 The title to the Property is registered at the Land Registry

7.2 Title having been deduced prior to the date of the contract for sale the Buyer accepts the Seller's title to the Property and shall be deemed to purchase with full knowledge of the title in all respects and shall not raise any requisitions or make any objection in relation to the title as at 6th November 2020 at 17:07:24 as at the property is sold subject to all matters contained or referred to in the registers of title save for the financial charge in favour of Rockbridge Lending Ltd dated 9<sup>th</sup> March 2018.

7.3 The Transfer of each Lot shall be in the form of the draft transfer and a copy shall be executed by the Buyer and returned to the Seller's Solicitors prior to completion.

7.4 In the event that the Seller shall complete a sale of any of the Retained Land prior to completion granting rights ("the Prior Rights") affecting Lot 1 and / or Lot 2 (as the case may be) the Lot 1 and Lot 2 shall be transferred subject to the Prior Rights provided that the Prior Rights are substantially in the form of the Exceptions and Reservations contained in the respective transfers of Lot 1 and Lot 2 *mutatis mutandis*.

## **8 Incumbrances**

8.1 The Property is sold subject to and (where appropriate) with the benefit of:

8.1.1 the matters contained or referred to in the Documents and property proprietorship and charges registers of the title to the Property (except any subsisting financial charges)

8.1.2 without prejudice to the generality of the foregoing the exceptions reservations covenants and conditions contained in the Documents

8.1.3 the matters set out in Schedule 2

8.2 The Buyer or the Buyer's Solicitors having been supplied with copies of the Documents and any other documents referred to in condition 8.1 the Buyer shall be deemed to purchase with full notice and knowledge of the same and shall not raise any requisition or make any objection in relation to them

8.3 The Transfer shall contain a covenant by the Buyer that the Buyer will by way of indemnity only observe and perform the covenants conditions and other matters contained or referred to in the documents referred to in condition 8.1 in so far as they are subsisting and capable of taking effect and will indemnify the Seller and its estate against all actions proceedings damages costs claims and expenses which may be suffered or incurred by the Seller or its estate in respect of future breach or non-observance or non-performance of those covenants and conditions and obligations

8.4 The transfer of each Lot shall be in the form of the draft transfer for each particular Lot supplied with the special conditions and the transfer shall be executed in duplicate by the Buyer and the Property will be sold subject to all matters contained or referred to in the draft transfer

## **9 Matters affecting the Property**

There will be added to Standard Condition 3.1.2 the following:

9.1 all local land charges whether or not registered before the date of the contract for sale and all matters capable of registration as local land charges whether or not actually so registered

9.2 all notices served and orders demands proposals or requirements made by any local public or other competent authority whether before or after the date of the contract for sale

9.3 all actual or proposed charges notices orders restrictions agreements conditions contraventions or other matters arising under any statute

9.4 all easements quasi-easements rights exceptions or other similar matters including

rights of way drainage water watercourses light rights of adjoining owners affecting the Property and liability to repair or covenants to repair roads, pavements paths ways passages sewers drains gutters fences and other like matters whether or not apparent on inspection or disclosed in any of the documents referred to in these Conditions and without any obligation on the Seller to provide evidence of the creation of or to define or apportion any such liability

9.5 matters discoverable by inspection of the Property before the date of the contract for sale

9.6 matters relating to the Property about which the Seller does not know

9.7 matters disclosed or which would be disclosed by any searches or as a result of enquiries (formal or informal and made in person in writing or orally) made by or for the Buyer or which a prudent buyer ought to make; and

9.8 all matters which are unregistered interests

9.9 the Property is sold subject to wayleaves

## **10 Entitlements**

10.1 No entitlements are sold with the Property.

## **11 Disclaimer**

11.1 The Buyer admits that:

11.1.1 it has inspected (or has had the opportunity to inspect) the Property and purchases it with full knowledge of its actual state and condition and shall take the Property as it stands

11.1.2 it enters into the contract for sale solely as a result of its own inspection and on the basis of the terms of these Conditions and not in reliance upon any advertisement statement representation or warranty written or oral or implied made by or on behalf of the Seller except as stated in condition 10.2

- 11.1.3 no warranty statement or representation has been made or given to the Buyer that the Property can be used or developed in any particular way or for any particular purpose and the Seller shall not be liable to the Buyer if the Property cannot for any reason whatsoever be so used or developed
- 11.2 The Buyer may rely on factual representations and warranties made or given by the Seller's Solicitors to the Buyer's Solicitor's written pre-contract enquiries but only in so far as such statements are not capable of independent verification by appropriate searches enquiries inspection survey of the Property or by inspection of the documents and information supplied to the Buyer's Solicitors
- 11.3 the replies referred to in clause 10.2 do not constitute a representation that the Seller has made such investigation as could reasonably be expected to be made by or under the guidance of a prudent conveyancer;
- 11.4 The annexed Conditions of Tender the Tender Form the Letter of Acceptance and these Conditions together contain the entire agreement between the parties and incorporates all the terms agreed between them for the purposes of the Law of Property (Miscellaneous Provisions) Act 1989 Section 2 and there are no other terms or provisions agreed prior to the date of the contract for sale which have not been incorporated into one or more of those documents

## **12 Incorporation of conditions of sale and documents**

- 12.1 The Standard Conditions as amended by Schedule 2 shall apply to these Conditions and are incorporated in it in so far as they are applicable to a sale by private treaty and are not varied by or inconsistent with the terms of these Conditions
- 12.2 If there is any conflict between the Standard Conditions (as amended) and the terms of these Conditions the terms of these Conditions prevail

## **13 Restriction on assignment and sub-sale**

- 13.1 The contract for sale is personal to the Buyer and is not capable of being assigned charged or mortgaged



13.2 The Seller shall not be required to transfer the Property:

13.2.1 to anyone other than the Buyer named in the Tender Form

13.2.2 except by one Transfer of the Property as a whole at the Purchase Price

#### **14 Merger on completion**

The provisions of these Conditions shall not merge on completion of the Transfer so far as they remain to be performed

#### **15 Jurisdiction and governing law**

These Conditions shall be governed by and construed in accordance with English law and the parties submit to the jurisdiction of the English courts

#### **16 Contracts (Rights of Third Parties) Act 1999**

For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed that

#### **17 Severance**

17.1 While the terms and provisions of the special conditions are considered by the parties to be reasonable in all the circumstances, if any one or more should for any reason be held to extend beyond the limits permitted by the law governing the agreement for sale, then such terms or provisions are to be varied with the minimum modifications necessary so as to make them valid and effective.

17.2 The invalidity, illegality or unenforceability of any term or provision of the agreement for sale shall not affect or impair the continuation in force of the remainder of the agreement for sale.

## **SCHEDULE 1**

### **The Property**

#### **Part I**

#### **Description of the Property**

##### **Lot 1**

Part of the freehold property being land at Lower House Farm, Huntington Kington HR5 3PU registered with title absolute at the Land Registry under title number HE51071 described in the draft transfer supplied with these conditions marked "Lot 1"

##### **Lot 2**

Part of the freehold property being land at Lower House Farm, Huntington Kington HR5 3PU registered with title absolute at the Land Registry under title number HE51071 described in the draft transfer supplied with these conditions marked "Lot 2"

##### **Lot 3**

Part of the freehold property being land at Lower House Farm, Huntington Kington HR5 3PU registered with title absolute at the Land Registry under title number HE51071 described in the draft transfer supplied with these conditions marked "Lot 3"

##### **Lot 4**

Part of the freehold property being land at Lower House Farm, Huntington Kington HR5 3PU registered with title absolute at the Land Registry under title number HE51071 described in the draft transfer supplied with these conditions marked "Lot 4"

#### **Part II**

#### **Title Documents and other matters affecting the Property**

All matters contained or referred to in the registers of title HE51071 as at 6<sup>th</sup> November 2020 at 17:07:24

All matters contained or referred to in the draft transfer of each Lot

## SCHEDULE 2

### Amendments to the Standard Commercial Property Conditions (2nd Edn)

- 1 In Standard Condition 1.1.3(b) (ready able and willing to complete) the words 'or if reasonable evidence is produced that the property would be released from all such mortgages' shall be added immediately after the words 'free of all mortgages'
- 2 Standard Conditions:
  - 2.1 3.3 (retained land)
  - 2.2 6.4.2 (statutory declaration as to identity))
  - 2.3 6.6.5 (acknowledgement for production)  
  
shall not apply
- 3 in Standard Condition 1.1.1(e) the contract rate shall be 4% per annum above the base rate current from time to time of Barclays Bank plc
- 4 in Standard Conditions 8.1.2 and 8.1.3 '(completion) 1 pm' shall be substituted for '2 pm'
- 5 in Standard Condition 8.5.1 (title deeds) the words 'actual completion' shall be added after the word 'after' and the remainder of that Standard Condition shall be deleted
- 6 in Standard Condition 9.1.1 (errors and omissions) the words 'or in negotiations leading to it' and 'or was' shall be deleted
- 7 Standard Conditions 9.3.1 and 9.3.2 (late completion) shall be deleted and the following substituted:
  - '9.3.1 if the purchase shall not be completed on the completion date the buyer shall pay compensation to the seller but no such compensation shall be payable for so long as the seller is not ready able and willing to complete as contemplated by Standard Condition 1.1.3
  - 9.3.2 compensation is calculated at the contract rate on all sums payable under the agreement (other than pursuant to Standard Condition 8.3) for the period between the completion date and actual completion'

8           After Standard Condition 9.5.3 the following is added:

‘9.5.4   If on any re-sale contemplated by condition 9.5.2(a) contracted within one year after the contractual completion date the seller incurs a loss and so elects by notice to the buyer within one month after the contract for such re-sale, the buyer will pay to the seller liquidated damages. The amount payable is the aggregate of such loss, all costs and expenses incurred in any such re-sale and any attempted re-sale and interest at the contract rate on such part of the purchase price as is from time to time outstanding (giving credit for all sums unconditionally received under any re-sale contract on account of the re-sale price) after the contractual completion date’.