

SPECIAL CONDITIONS

1 (a) This contract incorporates the Standard Commercial Property Conditions (Third Edition – 2018 Revision

(b) The terms used in this contract have the same meaning when used in the Standard Commercial Property Conditions.

2. Neither party can rely on any representation made by the other, unless made in writing by the other or its conveyancer, but this does not exclude liability for fraud or recklessness.

If the box next to any of Special Conditions 3 to 8 is checked, that Special Condition applies, provided that (in the case of Special Conditions 6 and 7 and the second alternative for 8) the gaps in the printed text have been filled in.

3. ~~The property is sold with limited title guarantee, which replaces the reference to full title guarantee in condition 7.6.2~~

4. The property is sold with vacant possession on completion.

5. The property is sold as it stands.

6. ~~In conditions 3.2.2 and 9.7 as an alternative to payment from a conveyancer's Account, the payment may be made from an account held by _____ at~~

7. ~~Conditions 9.12 and 9.1.3 are to have effect as if the time specified in them were am/pm rather than 2.p.m.~~

8. Where after the transfer the seller will be retaining land near the property, the transfer is to be in the form of the attached draft transfer.

9. Condition A1 (VAT: not a taxable supply)

~~Condition A2 (VAT: transfer of a going concern)~~

~~Condition B (capital allowances) The amount of the purchase price apportioned to plant and machinery that are fixtures for the purposes of the Capital Allowances Act 2001 is £ _____~~

~~Condition C1 (flats: no tenants' rights of first refusal)~~

~~Condition C2 (flats: with tenants rights of first refusal in auction sales.~~

10. **Disclaimer and matters to which the Property is sold**

- 10.1 Whilst the Property is believed and shall be taken to be correctly described any error misstatement or omission in the Special Conditions and/or the particulars of whatsoever kind or nature shall not annul the sale nor shall there be any grounds for abatement of the Purchase Price
- 10.2 the Seller gives no warranty as to the present state or condition of the Property and the Buyer shall be deemed to purchase the Property in its present condition and the Buyer shall not be entitled to delay completion by reason of the presence of furniture and/or effects at the Property if such be the case.
- 10.3 the Seller does not warrant that any particular development or use of the Property will be permitted by the local planning authority or that the Property can lawfully be used for its existing or any other purpose.
- 10.4 be treated as buying with full notice of the permitted use of the Property for the purpose of the Town and Country Planning Acts and shall raise no requisition or objection on this subject
- 10.5 the Property is sold subject to all notices, charges, orders, restrictions, agreements or other matters under the Town and Country Planning Acts affecting all or any part of it
- 10.6 the Property is sold subject to any other existing or future notices, claims, acquisitions, requisitions, proceedings, orders, acts or requirements of any tribunal or tenant or local or other authority (whether registered or not) in regard to the Property or any part of it and to all other matters capable of registration as local land charges against the Property
- 10.7 the Property is subject to all of the following matters which may affect the Property: all outgoing assessments or charges whatsoever, all public and private rights of way, support, drainage, light and all other rights easements and quasi-easements, all liabilities, public rights, wayleaves or other incidents
- 10.8 the Seller is not liable to disclose or define the matters referred to in sub-paragraphs

10.1 to 10.7 (inclusive) of this condition and the Buyer shall make no claim whatsoever against the Seller in respect of any such matters but shall satisfy himself as regards them by enquiry of the Local Authority or otherwise

10.9 the Property is sold subject to the existence of any electricity cables or other apparatus of electricity undertakers or other apparatus of other public utilities or statutory undertakers and the Buyer is to make his own arrangements with such electricity undertakers or public utilities or statutory undertakers after completion.

10.10 the Property is sold subject to all matters contained or referred to in the Property and Charges Registers of Title Numbers GM10192 and GM95474

11. The Transfers

11.1 the Transfers shall be engrossed (by the Seller's Solicitors) and shall be in the form attached hereto save that the form of the Transfers shall where necessary be completed in such manner as is necessary to give effect to the terms of the contract and the Buyer shall raise no objection or requisition in respect of the form of the Transfers

11.2 the Transfers to the Buyer are to have effect as if the disposition were expressly made subject to all matters to which the Property is sold subject under the terms of this Contract

11.3 completion shall not be delayed owing to the fact that the Seller's Solicitors do not have executed Transfers in their possession and the Seller's Solicitors shall be at liberty to pay the sales proceeds of the Property as the Seller may direct provided always such duly executed Transfers shall be forwarded to the Buyer's Solicitors within three days of receipt of the same by the Seller's Solicitors and the Seller and its agent shall use their reasonable endeavours to procure the execution and dispatch of the Transfers as quickly as possible

12. Costs

- 12.1 In addition to the Purchase Price the Buyer will upon completion pay to the Sellers Solicitors the sum of One thousand pounds (£1,000) towards their costs , disbursements and preparation of the Transfers.
- 12.2 In the event that due to the Buyer's failure to complete on the Completion Date the Seller serves a notice to complete under Standard Condition 6.8 the Buyer shall pay on completion (in addition to the balance of the Purchase Price and any other sums due to the Seller together with interest thereon) the sum of £100.00 plus VAT towards the Seller's legal costs of and incidental to the preparation and service of the said notice and recalculation of the amount payable on completion.

Notices may be sent to:

Seller's conveyancer's name: Heyman & Co Solicitors, 44 Church Street, Leigh WN7 1AZ

Tel : 01942 604135 fax: 01942 261539 E-mail address kbaker@heymanandco.fsnet.co.uk

Buyer's conveyancer's name:

E-mail address*

*Adding an e-mail address and fax number authorises service by e-mail and fax : see condition 1.3.3