

SPECIAL CONDITIONS

- 1.(a) This Agreement incorporates the Standard Conditions of Sale (Fourth Edition) ("the Conditions"). Where there is a conflict between the Conditions and this Agreement, this Agreement prevails.
 - (b) Terms used or defined in this Agreement have the same meaning when used in the Conditions.
 - (c) The remedies referred to in Condition 7.1 of the Conditions shall be available only in respect of plans and statements in writing made or produced by or through the Seller's Solicitors and those if any specified in this Agreement and it is hereby agreed that all express agreements between the parties contained in the Property Information Form and in correspondence between the parties' Solicitors shall be deemed to be incorporated herein.
 - (d) The Seller's obligations under Condition 4.6.5 of the Conditions shall only apply to original title deeds retained by him or his mortgagee following completion hereof.
 - (e) The words "by delivery of such notice to the other party's conveyancer" shall be added to Condition 6.8.1
 - (f) Condition 3.1.2 is modified by the addition of the following words: "(f) anything which all searches enquiries and inspections which a prudent buyer would make, have revealed, or would have revealed if made."
 - (g) Where the deposit is held as stakeholder any accrued interest shall belong to the stakeholder.
 - (h) Conditions 4.4.2 and 10.2 shall not apply.
 - (i) Condition 4.2.2 shall not apply.
 - (j) The Buyer shall not be entitled to raise any objection or requisition in respect of the title of the Seller, such evidence having been furnished to the Buyer or his solicitor before the date of this agreement as the Buyer acknowledges and conditions 4.1.2, 4.13 and 4.3 shall not apply.
 - (k) Conditions 5.1.1 and 5.1.2 and 5.1.3 shall be deleted and the following clauses shall apply:-
 - (i) If the property is destroyed or damaged prior to actual completion and if the proceeds of any insurance policy effected by or for the Buyer are reduced by reason of the existence of any policy effected by or for the Seller the Purchase Price shall be abated by the amount of such reduction
 - (ii) Sub-condition (i) shall not apply where the proceeds of the Seller's policy are applied towards the reinstatement of the Property pursuant to any statutory or contractual obligation
 - (iii) This condition takes effect in substitution for Section 47 of the Law of Property Act 1925
 - (iv) The Seller shall be under no duty to the Buyer to maintain any insurance on the Property save where the Property is leasehold and the Seller has an obligation to insure
 - (l) There shall be substituted "12.30 pm" for "2.00 pm" in conditions 6.1.2 and 6.1.3.
 - (m) Conditions 1.3.3(b), 1.3.5(c), 1.3.7(e) shall not apply.
 - (n) Condition 1.1.1(g) shall be deleted and the following shall take its place: "direct credit" means a direct transfer of cleared funds from an account maintained by a clearing bank to an account nominated by the Seller's Solicitors and maintained by a clearing bank
- 2 The Property is sold subject to the Incumbrances on the Property and the Buyer will raise no requisitions on them.
- 3 Subject to the terms of this Agreement and to the Conditions, the Seller is to transfer the Property with the Title Guarantee specified overleaf.
- 4 The chattels on the Property and set out on any attached list are included in the sale. If there is a conflict between the Estate Agents particulars (if any) and the list the list shall prevail. If an amount additional to the purchase price is payable for any of the said chattels and is shown on the first page hereof it shall be included in the amount payable on completion pursuant to Condition 6.4.
- 5 The Property is sold with vacant possession on the Completion Date.
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- (a) The replies given to any enquiries and or information supplied in any Property Information Form are given to the best knowledge information and belief of the Seller but neither the Seller nor the Seller's Solicitor have made any enquiries into such matters
 - (b) Subject to the terms of this Agreement and the Conditions the Seller is to transfer the Property with the Title Guarantee specified on page 1 of this Agreement but the transfer is to contain a provision in the following terms qualifying the covenants implied into it by statute:
 - (i) "For the purpose of section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 ("the Act") all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Transferee";
 - (ii) If the transfer is of leasehold land "the Transferor is not liable under any covenant implied into this Transfer by statute for any breach of the terms of the Lease concerning the condition of the land comprised in the title above referred to;
 - (iii) If a sublease is being granted that "the Landlord is not liable under any covenant implied into this Lease by statute for any breach of the terms in the Head Lease concerning the condition of the property demised";

- (iv) If the transfer is by a personal representative or by personal representatives of a deceased person ("the deceased") that "the covenants implied into this Transfer by Section 3(3) of the Act shall apply so far as it relates to the actions or omissions of the Transferor only to the periods since the death of the deceased";
- (v) If the Transfer is by trustee that "for the purposes of the covenant implied into this transfer by Section 3(3) of the Act none/neither of the Transferors is to be considered to be aware of an action of another person merely because it is or was known to or notice of it was given to a predecessor in title or a co-trustee".

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- (a) The parties authorise their respective solicitors to agree to and effect an exchange of contracts by telephone in accordance with any of the relevant formulae recommended by the Law Society
 - (b) If the deposit paid by the Buyer or on his behalf to the Seller's Solicitors on exchange of contracts shall be less than 10% of the Purchase Price and if for any reason the sale is not completed on the Completion Date then an amount equal to the difference between the deposit previously paid and 10% of the Purchase Price shall be payable on demand made in writing by the Seller's Solicitors to the Buyer's Solicitors such demand not to be made before the Completion Date
 - (c) If the Completion Date is delayed other than by reason of the act or default of the Seller then upon completion in addition to all other money due from the Buyer under this Agreement the Buyer shall pay on an indemnity basis the Seller's Solicitors professional charges incurred in the service of notice to complete such amount not to be less than £150.00 plus VAT
- 8 The Buyer admits that no representation whether oral or written (save any in writing given by the Seller's Solicitors) has been made to the Buyer or the Buyer's Solicitors prior to the date of this agreement by the Seller or anyone on his behalf concerning the Property which has influenced induced or persuaded the Buyer to enter into this Agreement.
- 9 In the Transfer to the Buyer the Buyer shall [jointly and severally] covenant with the Seller by way of indemnity only to observe and perform the covenants and conditions contained or referred to in the Charges Register of the said title and to indemnify and keep indemnified the Seller and the Seller's estates and effects from and against all costs demands proceedings or action in any way relating thereto.
10. The Seller shall not be obliged to transfer the Property to any person other than the Buyer nor by more than one assurance.
11. The Seller gives no warranty as to the authorised user of the Property for the purposes of the Town and Country Planning Act 1990 or any statutory amendment or re-enactment thereof
12. In consideration of the Buyer entering into this Agreement by the signing hereof any under mentioned occupiers consent to the sale of the Property on the terms of this Agreement and undertake to the parties to this Agreement to vacate the Property on or before the Completion Date and that the Property (and any chattels thereon) shall be released from any rights or interest (if any) of the occupiers
13. No warranty is provided by the Seller as to the accuracy of any information or documentation provided by parties other than the Seller contained in any Home Information Pack (HIP) commissioned for the sale of the Property.
14. The Buyer acknowledges that:
 - (a) The information and documentation provided with the HIP has been provided in order to comply with government legislation in relation to HIPs and the Seller's Solicitors not having provided or commissioned the HIP shall have no liability to the Buyer in respect of any inaccuracy or omission therein
 - (b) The Buyer must undertake such independent inspections, surveys, energy efficiency reports and searches against the Property at the Buyer and the Buyer's Conveyancer deem necessary
15. Notwithstanding the standard conditions the deposit payable on the date hereof (which shall not be less than £2,000.00) shall be held by Morgan Beddoe as agents for the Seller.

Name(s) and signature(s) of Occupier(s) (if any):

(who acknowledge(s) the right to receive legal advice independent of the Seller's Solicitors)

Seller's Solicitors :
LINDLEY JOHNSTONE SOLICITORS LIMITED
T/as Lindleys
11 Great George Street
Bristol

Buyer's Solicitors:

Ref: MEB

Ref: