**SPECIAL CONDITIONS**

**Important Note:** words in CAPITALS have special meanings, which are defined in the Glossary. Words that are neither in square brackets nor in italics constitute the SPECIAL CONDITIONS applicable to the relevant LOT. References to the GENERAL CONDITIONS are for convenience only and are not intended to be comprehensive.

The sale and purchase of the Property (as defined below) shall take place subject to the Common Auction Conditions (4th Edition) (the "General Conditions") and these Special Conditions and where there is a conflict between the General Conditions and these Special Conditions these Special Conditions shall prevail. By bidding at the auction you agree and accept the terms of these General Conditions and the Special Conditions

**Lot number**

**Name and address of the seller**

|  |
| --- |
| REBECCA LOUISE GASTON and ZAC WHARTONCare of Langleys Solicitors LLP, Lincoln |

**Name, address and reference of the SELLER’S conveyancers**

|  |
| --- |
| Langleys, Olympic House, Doddington Road, Lincoln, LN6 3SE (ref: JSS/376816/3) |

**Name and address of the Tenant**

|  |
| --- |
| WILLIAM HILL ORGANIZATION LIMITED (Co. Regn. No. 00278208) of Greenside House 50 Station Road, London, Greater London N22 7TP |

**Brief description of the lot (see CONDITION G1.1)**

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| --- |
| The freehold property being land known as land and buildings on the north west side of Laird Street, Birkenhead being 274/276 Laird Street as the same is registered with title absolute under title number MS110383 |

**Rights to be granted (see CONDITION G1.1)**

|  |
| --- |
| None |

**Rights to be reserved (see CONDITION G1.1)**

|  |
| --- |
| None |

**Exclusions (see CONDITION G1.1)**

|  |
| --- |
| None. |

**Tenancies (see CONDITION G1.2)**

|  |
| --- |
| (1) Date : 21 April 2009Term : 15 years from 28 February 2008Parties : (1) Rebecca Louise Gaston and Zac Wharton(2) William Hill Organization LimitedRegistered under title number MS564209. (2) Advertising Panels by way of the agreement dated 1 July 2019 made between Mrs R Gaston (1) and Primesight Limited (2) |

**What the sale is subject to (see CONDITION G1)**

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| --- |
| The matters set out in the GENERAL CONDITIONS. |

**Deposit (see CONDITION G2)**

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| --- |
| 10% of the price to be paid to the AUCTIONEER and held by the AUCTIONEER (or, if the AUCTIONEER chooses, the SELLER’S conveyancer) as stakeholder. |

**Insurance (see CONDITION G3)**

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| --- |
| The SELLER shall insure the LOT under the terms of the Lease until the COMPLETION DATE.  |

**Title (see CONDITION G4)**

|  |
| --- |
| Freehold. |

**Registered or unregistered?**

|  |
| --- |
| The Property is registered at the Land Registry with title absolute under title number MS110383 |

**Title guarantee (see CONDITION G4.3)**

|  |
| --- |
| Full title guarantee. |

**Transfer (see CONDITION G5)**

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| --- |
| The transfer shall be in the form of the draft transfer appended to these conditions at Schedule 1. |

**agreed completion date (see CONDITION G6.1)**

|  |
| --- |
| Four weeks after the CONTRACT DATE or earlier by agreement. |

**interest rate (see CONDITION G10)**

|  |
| --- |
| 4% over Barclays Bank base rate from time to time. |

**ARREARS (see CONDITION G11)**

|  |
| --- |
| Condition G11 Part 2 shall apply if there are arrears  |

**vat (see CONDITIONS G14 and 15)**

|  |
| --- |
| Not applicable  |

**Capital allowances (see CONDITION G16)**

|  |
| --- |
| No capital allowances are available. |

**Maintenance agreements (see CONDITION G17)**

|  |
| --- |
| There are no maintenance agreements. |

**tupe (see CONDITION G20)**

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| --- |
| There are no employees to which tupe applies. |

**Environmental (see CONDITION G21)**

|  |
| --- |
| CONDITION G21 does not apply. The BUYER admits that the PRICE takes into account the environmental condition of the LOT and the BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT. |

**Warranties (see CONDITION G25)**

|  |
| --- |
| There are no available warranties. |

**Amendments to the GENERAL CONDITIONS**

|  |
| --- |
| The following General Conditions are amended as stated above and follows or excluded from this Contract:1 General Condition 1 shall be amended so that the word “Lot” shall be replaced with the word “Property” further in this Contract where the words the “Lot” and the “Property” shall have the same meaning and may be used interchangeably.2 General Condition 4.2 is excluded the Seller sells and the Buyer buys such right title and interest as the Seller has in the Property as at the date of Completion and the Buyer may not raise any requisitions regardless of whether any documents made available before or after the Auction.3 General Conditions 3.1, 3.3, 4.4, 5.1, 9, 10.2, 10.3, 10.4, 16, 17, 18, 19.5, 20, 21, 22.3, 22.4, 22.5, 22.6, 25 and 28 are excluded unless stated above.  |

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| --- |
| **Extra special conditions****1 Risk and Insurance*** 1. As above
1. **Deposit**
	1. On the date of this Contract, the Buyer will pay the Deposit to the Auctioneer as stakeholder on terms that on completion the Deposit is paid to the Seller with accrued interest.
	2. The Deposit must be paid before the Buyer leaves the auction hall by any method permitted by the General Conditions.
	3. If for any reason the Deposit paid is less than 10 percent of the Purchase Price the Buyer shall on receipt of a notice to complete served pursuant to General Condition 7 immediately pay to the Seller's conveyancer as stakeholder (without set off, counterclaim or deduction) the sum which together with any deposit already paid by the Buyer to the Seller pursuant to clause 2.1 equals 10 percent of the Purchase Price.
2. **Deducing Title**
	1. The Seller's title to the Property has been deduced to the Buyer's conveyancer before the date of this Contract.
	2. The Buyer is deemed to have full knowledge of the title and is not entitled to raise any objection, enquiry or requisition in relation to it.
3. **Possession**

The Seller shall be under no obligation to remove any rubbish or items from the Property nor shall the Buyer be allowed any compensation in respect thereof. |
| 1. **Title Guarantee**

The Seller will transfer the Property with full title guarantee.1. **Matters affecting the Property**
	1. The Seller will sell the Property subject to and with the benefit of the following matters and the Buyer shall not raise any requisitions in regard thereto:

any matters (other than financial entries) contained or referred to in the entries or records made in registers maintained by HM Land Registry as at the date of this Contract under title number MS110383any matters discoverable by inspection of the Property before the date of this contract; any matters which the Seller does not and could not reasonably know about;any matters disclosed by the searches which a prudent Buyer would have made before entering into this Contract;public requirements;any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002.all rights of way and light support water drainage and other rights easements profits quasi-easements liabilities wayleaves charges and public or private rights whatsoever and to any liability to repair or to contribute to the repair of roads driveways passageways sewers drains fences and other like matters and to all encumbrances of whatsoever nature without any obligation on the part of the Seller to define the same;all wayleaves licenses and agreements affecting the Property;all local land charges (whether or not registered before the date of this agreement) and all matters affecting the Property which are capable of registration as local land charges whether or not so registered;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 this contract);all actual or proposed restrictions conditions charges agreements regulations or other liabilities arising under the legislation from time to time in force relating to town and country planning; |
| The Buyer is deemed to have full knowledge of the matters referred to in clause 6.1 and will not raise any enquiry, objection, requisition or claim in respect of any of them.1. **Transfer**
	1. If the Seller requires it the Buyer and the Seller will execute the transfer in duplicate.
2. **VAT**
	1. Each amount stated to be payable by the Buyer to the Seller under or pursuant to this Contract is exclusive of VAT (if any).
	2. If any VAT is chargeable on any supply made by the Seller under or pursuant to this Contract, the Buyer will pay the Seller an amount equal to that VAT as additional consideration on completion upon receipt of a valid VAT invoice addressed to the Buyer.
3. **C****ompletion**
	1. Completion will take place on the Completion Date.
	2. Upon completion the Buyer will in addition to the Purchase Price pay £500.00 plus VAT being the Auction House buyer’s fee.
	3. On completion the Seller will hand over all documents it has and the Buyer cannot raise any requisition on any which are missing.
4. **B****uyer's Acknowledgement of Condition**

The Buyer acknowledges that before the date of this Contract, the Seller has given the Buyer and others authorised by the Buyer, permission and the opportunity to inspect, survey and carry out investigations as to the condition of the Property. The Buyer has formed its own view as to the condition of the Property and the suitability of the Property for the Buyer's purposes.1. **Entire Agreement**

This Contract constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between them relating to the subject matter of this Contract. |
| The Buyer acknowledges and agrees that in entering into this Contract, it does not rely on and shall have no remedy in respect of any statement, representation, warranty, collateral agreement or other assurance (whether made negligently or innocently) of any person (whether party to this Contract or not) other than as expressly set out in this Contract or in any written replies which the Seller's conveyancer has given to any written enquiries raised by the Buyer's conveyancer before the date of this Contract. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud. The Buyer acknowledges and agrees that the Seller gives no warranty or representation as to the accuracy of any replies to enquiries given by or on behalf of the Seller and their representatives, agents and employees ("Replies") and the Buyer acknowledges that the Seller or their respective representatives, agents or employees have not taken any steps to ensure the accuracy of the Replies and do not adopt them. The Buyer further acknowledges and agrees that it shall have no claim against the Seller in respect of the Replies. 1. **Joint and Several Liability**

Where the Buyer is more than one person, the Seller may release or compromise the liability of any of those persons under this Contract or grant time or other indulgence without affecting the liability of any other of them.1. **Notices**
	1. Any notice given under this Contract must be in writing and signed by or on behalf of the party giving it.
	2. Any notice or document to be given or delivered under this contract must be given by delivering it personally or sending it by pre-paid recorded delivery to the address and for the attention of the relevant party as follows:

the Seller's Conveyancer;to the Buyer at the address provided by the Buyer in the Sale Memorandum or at the Buyer's conveyancer.* 1. Giving or delivering a notice or a document to a party's conveyancer has the same effect as giving or delivering it to that party.
 |
| * 1. Any such notice or document will be deemed to have been received:

if delivered personally, at the time of delivery provided that if delivery occurs before 9.00 am on a working day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day; AND14.4.2 in the case of pre-paid first class or recorded delivery post, at 9.00 am on the second working day after posting.* 1. In proving delivery, it will be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted as a prepaid first class, or recorded delivery letter or registered letter, as the case may be.
	2. A notice or document delivered under this Contract shall not be validly given or delivered if sent by e-mail and/or fax.
 |
| 1. **Rights of Third Parties**

A person who is not a party to this Contract will not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 except the Auctioneer, their firm, partners and employees.1. **Governing Law and Jurisdiction**
	1. This Contract will be governed by and construed in accordance with the law of England and Wales.
	2. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Contract.
	3. Each party irrevocably consents to any process in any legal action or proceedings arising out of or in connection with this Contract being served on it in accordance with the provisions of this Contract relating to service of notices. Nothing contained in this Contract shall affect the right to serve process in any other manner permitted by law.

**Signed**  …………………………………………………. |