SPECIAL CONDITIONS

FOR THE SALE OF

SCALE BANK FARM, ALSTON, CUMBRIA CA9 3BJ

FURTHER TO AND INCORPORATING THE RICS COMMON AUCTION CONDITIONS
(Edition 4)

Arnison Heelis Solicitors
1 St Andrew's Place
Penrith
Cumbria
CA11 7AW
Tel: 01768 862007
E-mail: law@arnisonheelis.co.uk

SPECIAL CONDITIONS

1. Definitions and Interpretation

1.1. In these Special Conditions the following definitions and rules of interpretation shall apply, in addition to the terms defined in the Glossary of the Common Auction Conditions:

Auction Pack: the bundle of documents forming part of the Particulars and relating to the sale of the Property at the Auction, of which these Special Conditions form part.

Buyer: the person who submits the Successful Bid.

Buyer's Solicitors: the person or firm named as such in the annexed memorandum.

LPMPA 1994: Law of Property (Miscellaneous Provisions) Act 1994.

Property: the freehold property known as Scale Bank, Alston CA9 3BJ as registered at HM Land Registry with title absolute under title number CU84192 in the ownership of the Seller.

Purchase Price: the amount of the Successful Bid.

Seller: Peter Michael Jackson and Joe Robert Jackson.

Seller's Solicitors: Arnison Heelis Solicitors of 1 St Andrews Place, Penrith CA11 7AW

Successful Bid: the bid accepted by the Auctioneer as the successful bid for the purchase of the Property.

1.1.1. Where the context so admits the expressions "the Seller" and "the Buyer" include personal representatives of the Seller and Buyer.

1.1.2. Words importing one gender shall be construed as importing any other gender.

1.1.3. Words importing the singular shall be construed as importing the plural and vice versa.

1.1.4. The clause headings do not form part of these conditions and should not be taken into account in their construction and interpretation.

2. Memorandum

The Buyer shall at the close of the Auction sign the Sale Memorandum in the form annexed to these Special Conditions.

3. Deposit

Common Auction Condition A5.5 (d) shall not apply. The deposit shall be held as agent for the Seller.

4. Completion

4.1. The Agreed Completion Date shall be the date recorded in the Sale Memorandum, or if no date is specified, 32 days after the Contract Date.

4.2. Where the Seller has a related purchase which the Seller requires is completed simultaneously with the sale of the Property, and that purchase is not ready to complete on the Agreed Completion Date, the Seller or Seller's Solicitor may, at any time before the Agreed Completion Date, serve notice on the Buyer or Buyer's Solicitor of that fact and, having done so, the Agreed Completion Date shall thereafter become the date specified in that notice, being a date no later than 40 Business Days after the original Agreed Completion Date. For the purposes of this clause only, such notice may be served by email or in writing, and will be deemed properly served at the time such email is sent, or on the date which is two Business Days after such written letter is posted.

4.3. The Buyer shall pay an additional sum of £190.00 (inc VAT) to the Seller on completion in consideration of the production of searches supplied by the Seller.

5. Title Guarantee

The Seller sells with Full Title Guarantee save that:

5.1. the covenant set out in section 2(1)(b) of the LPMPA 1994 shall not extend to costs arising from the Buyer's failure to:

5.1.1. make proper searches; or

5.1.2. raise requisitions on title or on the results of the Buyer's searches; and

5.2. all matters recorded at the date of this transfer in registers open to or capable of public inspection shall be deemed to be within the actual knowledge of the Buyer for the purposes of section 6(2)(a) of the LPMPA 1994, notwithstanding section 6(3) of the LPMPA 1994.

6. Possession

The Property including the bare land, garden, any outbuildings, garages and sheds (if any) is sold as seen and with any contents that are in the Property on the Completion Date but otherwise with vacant possession.

7. Title

The Sellers' title to the Property is registered at HM Land Registry under title number CU84192. The Buyer 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.

8. Incumbrances

The Property is sold together with the benefit of and subject to the reservations, restrictions, rights, covenants and other matters contained or referred to in the title.

9. Other matters affecting the Property

The Property is sold subject to:

9.1. all local land charges whether registered before the Contract Date or not and all matters capable of registration as local land charges whether 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 Contract Date;

9.3. all actual or proposed charges notices orders restrictions agreements conditions contraventions or other matters arising under the enactment's relating to town and country planning, highways or public health;

9.4. all easements quasi-easements rights exceptions and other matters whether or not apparent on inspection or disclosed in any of the documents referred to in these conditions;

9.5. all matters contained or referred to in the Property, Proprietorship and Charges Registers maintained by HM Land Registry under title number CU84192as at 9th January 2026 at 17:323:42;

9.6. all matters contained or referred to in the searches, transfer, these Special Conditions and other documents forming part of the Auction Pack;

9.7. any unregistered interest that overrides the disposition effected pursuant to this agreement under schedules 1, 3 or 12 to the Land Registration Act 2002;

9.8. all matters relating to the property which the seller could not reasonably know about; and

9.9. all matters discoverable by inspection of the property before the Contract Date.

10. Transfer

10.1. The Transfer of the Property shall be in the form contained within the Auction Pack, subject to insertion of the Purchase Price, the Buyer's name, address for service, and any declaration of trust, and a suitable execution clause for the Buyer, along with any other insertions or amendments as appropriate and approved by the Seller.

11. Disclaimer

11.1. The Buyer admits that:

11.1.1. prior to making his bid he has inspected the Property and purchases it with full knowledge of its actual state and condition and takes the Property as it stands;

11.1.2. he bid for the Property solely as a result of his own inspection and on the basis of the terms of these Conditions and not in reliance upon any representation or warranty either written or oral or implied made by or on behalf of the Seller; and

11.1.3. the agreement constituted by the Auction Conduct Conditions, the Sale Conditions, the Particulars and the Sale Memorandum contains the entire agreement between him and the Seller.

11.2. The Buyer shall be deemed:

11.2.1. to have made all local land charges searches and enquiries of the relevant local and other authorities that a prudent buyer would normally make prior to entering into a contract to purchase real property;

11.2.2. to have knowledge of all matters that would be disclosed by them; and

11.2.3. to purchase subject to all those matters.

11.3. The Property is believed and shall be taken to be correctly described and any error omission or mis-statement found in these conditions shall not annul the sale or entitle the Buyer to any compensation.

11.4. The Buyer has inspected the Property and has formed his own view as to its suitability for the Buyer's purposes. The Seller gives no warranty or representation as to the state and condition of the Property and the Buyer accepts full responsibility for the state and condition of the Property and has no claim against the Seller in relation to the management of the Property between the Contract Date and Completion.

11.5. All warranties and conditions whether express or implied by statute, common law or otherwise are hereby specifically excluded to the full extent permitted by law and no warranty is given in relation to the physical environmental condition of the Property and the Buyer accepts the physical and environmental condition of the Property at the Contract Date and will not make any claim against the Seller in relation to such matters.

11.6. The Seller does not give nor has given or made at other time any representation or warranty that any use of the Property is or will remain a permitted use within the provisions of Town & Country Planning Act 1990 and any legislation, orders or directions amending the same or supplemental thereto and the Buyer shall raise no further enquiry, requisition or objection in this regard after the Auction.

11.7. The Auctioneer may in his absolute discretion refuse any bid.

11.8. No bid shall be withdrawn.

11.9. If any dispute shall arise as to a bid then at the Auctioneer's discretion that Lot shall either be put up again at the last undisputed bid or be withdrawn.

12. Risk and insurance

12.1. With effect from the Contract Date, the Property is at the Buyer's risk and the Seller is under no obligation to the Buyer to insure the Property.

12.2. No damage to or destruction of the Property nor any deterioration in its condition however caused will entitle the Buyer either to any reduction of the Purchase Price or to refuse to complete or to delay Completion.

13. Merger on Completion

The provisions of these conditions shall not merge on completion of the Transfer of the Property to the Buyer so far as they remain to be performed.

SALE MEMORANDUM

Property Address: Scale Bank Farm, Alston, Cumbria, CA9 3BJ

Lot No: _____

The Seller: Peter Michael Jackson and Joe Robert Jackson

The Buyer's Name: _____

Buyer's Address: _____

_____

It is agreed that the Seller shall sell and the Buyer shall buy the Property described in the accompanying Particulars and Conditions subject to their provisions and the terms and stipulations in them, for the Purchase Price.

Purchase Price: £ _____

Less Deposit: £ _____

Balance: £ _____

Dated: _____

Agreed Completion Date: _____

Signed: _____ **Signed**: _____

[Authorised Agent for] the Seller The Buyer

Purchasers Solicitor: _____

Vendors Solicitors: Arnison Heelis Solicitors, 1 St Andrews Place, Penrith CA11 7AW

DEPOSIT

As Agents for the Seller we acknowledge receipt of the deposit in the form

of: _____

Dated: _____