

For conveyancer's use only

Buyer's conveyancer: _____

Seller's conveyancer: _____

Law Society Formula: [A / B / C / Personal exchange]

Time: _____

The information above does not form part of the Contract

A G R E E M E N T

Incorporating the Standard Conditions of Sale (Fifth Edition-2018 Revision)

Agreement Date:

Seller: **Judith Elaine Smith of Apartment 64 Neuadd Maldwyn, Severn Road, Welshpool, SY21 7FE**

Buyer:

Freehold Property: **Tonn Marr, Bronybuckley, Welshpool, Powys, SY21 7NQ**

Root of Title: **Conveyance dated 25/11/2968 between T C Evans (1) and M J Smith & J E Smith (2)**

Incumbrances on the Property: **See Epitome of Title**

Title Guarantee: **Full**

Completion Date:

Contract Rate: **4% above base rate from time to time of HSBC Bank PLC**

Purchase Price: **£**

Reimbursement of Search Fees: **£ 508.80**

Less Deposit **£**

Balance **£**

The Seller will sell, and the Buyer will buy the Property for the Purchase Price

SignedSeller/Buyer

WARNING

This is a formal document designed to create legal rights and legal obligations. Take advice before using it.

SPECIAL CONDITIONS

1. (a) This Contract incorporates the Standard Conditions of Sale (Fifth Edition- 2018 Revision).
(b) The terms used in this Contract have the same meaning when used in the Conditions.
2. Subject to the terms of this Contract and to the Standard Conditions of Sale, the Seller is to transfer the property with either full title guarantee or limited title guarantee, as specified on the front page.
3. (a) The sale includes those contents which are indicated on the attached list as included in the sale and the buyer is to pay the contents price for them.
(b) The sale excludes those fixtures which are at the property and are indicated on the attached list as excluded from the sale.
4. The property is sold with vacant possession.
5. **Representations:**
Neither party can rely on any representation made by the other unless made in writing by the other or his Conveyancer, but this does not exclude liability for fraud or recklessness.
6. **Occupier's Consent:**
Each occupier identified below agrees with the Seller and the Buyer in consideration of their entering into this Contract that the occupier concurs in the sale of the property on the terms of this Contract, undertakes to vacate the property on or before the completion date and releases the property and any included fixtures and contents from any right or interest that the occupier may have.
7. The Purchaser will be responsible to pay the Buyer's Premium of 1% of the Purchase Price plus VAT and this will be collected by Messrs Harry Ray & Company upon the exchange of contracts
8. Upon completion the Buyer will pay in addition to the Purchase Price and the Buyer's Premium noted at Special Condition 7 above and £508.80 being the reimbursement of the search fees.
9. In the event that the Buyer fails to complete on the Completion Date and a notice to complete served, by the Buyer shall, in addition to interest and any other sums due pay £250.00 plus VAT in respect of the Sellers additional legal fees in connection with the issuance of the notice to complete.
10. Service by fax or email is permitted under the terms of this Contract. A notice to complete served by fax to the Buyer's representatives will be deemed served on the day it is sent provided that the fax is sent by the Seller's solicitors before 5pm on that day. Any fax sent after 5pm on a working day will be deemed to be served on the following working day.
11. The Buyer shall be deemed to be personally liable on making an accepted bid even though he/she/they shall purport to act as agent for a principal so that their liability under this Agreement shall be joint and several. In case any cheque given as a deposit shall be dishonoured on presentation or a Buyer fails to pay a deposit on acceptance then without notice the Seller if it so chooses has the right to deem the conduct of the Buyer as a repudiation of the Agreement and the Seller may resell without notice and/ or take steps which may be available to it as a consequence of the Buyer's breach.
12. All capital allowances paid up until the date of completion are reserved for the Seller.

Name(s) and signature(s) of the occupier(s) (if any):

Name:

Signature:

Notices may be sent to:

Seller's Solicitors: **Gilbert Davies & Partners**
 18 Severn Street, Welshpool, Powys SY21 7AD
 Ref: AJ.17020

Buyer's Solicitors: