

DATED \_\_\_\_\_ 2026

James Lothian Brunton as Personal Representative of Sheila May Fletcher

TO

---

**AGREEMENT**

For the sale of

10 The Terrace, Commins Coch, Machynlleth

---

Memorandum of Exchange (*for Conveyancer's use only*)

Date:

Time:

Formula: A / B / C / Personal Exchange

Price:

Deposit:

Completion Date:

Seller's Representative:

Buyer's Representative:

*The information above does not form part of the Contract*

---

The logo for AgriAdvisor features the word "Agri" in a red, cursive script font, followed by "Advisor" in a black, sans-serif font. Above the "i" in "Advisor" are four small icons: a brown leaf, a green leaf, a red flower, and a red chili pepper.

68 High Street  
Bala  
Gwynedd  
LL23 7AD

**CONTRACT**  
**Incorporating the Standard Conditions of Sale (Fifth Edition – 2018 Revision)**

---

**Contract Date:**

**Seller:** James Lothian Brunton as Personal Representative of Sheila May Fletcher of Maldwyn House, 3 Penrallt Street, Machynlleth, Powys, SY20 8AG

**Buyer:**

**Property (freehold / leasehold):**

ALL THAT freehold property known as 10 The Terrace, Commins Coch, Machynlleth, SY20 8LH registered at HM Land Registry with Title Absolute under Title Number WA858196

**Title Number / Root of Title:**

Title Number WA858196

**Specified Incumbrances on the Property:**

The matters set out and referred to in the Registers of Title for Title Number CYM858196 as at 13:11 on 06.02.2026

**Title Guarantee (full / limited):**

The Seller will transfer the Property with Limited Title Guarantee and the Transfer to the Buyer shall contain a provision in the following terms:

“For the purposes of S6(2) (a) of the Law of Property (Miscellaneous Provisions) Act 1994 all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Transferee.

For the purposes of the covenant implied into this transfer by the Law of Property (Miscellaneous Provisions) Act 1994 the Transferors are not 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.”

**Completion Date:**

**Contract Rate:**

The Law Society’s interest rate from time to time in force

**Purchase Price:**

£

**Deposit:**

£

**Contents Price (if separate):**

£

**Balance:**

£

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

**WARNING**

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

**Signed .....**

**Seller / Buyer**

## SPECIAL CONDITIONS OF SALE

### 1 Definitions and interpretation

#### 1.1 Definitions

In these conditions:

<b>Auctioneer</b>	means Harry Ray & Company of 5 Broad Street, Welshpool, Powys, SY21 7RZ;
<b>Buyer</b>	means the person who submits the highest bid accepted by the Auctioneer in relation to the Property;
<b>Buyer's Solicitors</b>	means the solicitors instructed to act for the Buyer on the purchase of the Property;
<b>Completion Date</b>	means 2026;
<b>Particulars</b>	means the particulars of sale attached to these Conditions;
<b>Property</b>	means the property described in the Particulars;
<b>Purchase Price</b>	means the amount of the successful bid by the Buyer in relation to the Property;
<b>Seller</b>	means James Lothian Brunton as Personal Representative of the late Sheila May Fletcher of Maldwyn House, 3 Penrallt Street, Machynlleth, Powys, SY20 8AG;
<b>Seller's Solicitors</b>	means Agri Advisor legal LLP of 68 High Street, Bala, Gwynedd, LL23 7AD; and
<b>Standard Conditions</b>	means the Standard Conditions of Sale (5th Edn—2018 Revision).

#### 1.2 Interpretation

- 1.2.1 Where the context so admits, the expressions **Seller** and **Buyer** includes the personal representatives of the Seller and the Buyer.
- 1.2.2 The clause headings do not form part of these conditions and shall not be taken into account in its construction or interpretation.
- 1.2.3 Any reference to a clause, paragraph or schedule is to one in these conditions so numbered.

## **2 Memorandum**

The Buyer shall at the close of the sale sign a memorandum in relation to the Property in the form attached to these conditions.

## **3 Deposit**

3.1 The Buyer shall at the close of the sale pay a deposit of 10% of the Purchase Price to the Auctioneer as agents for the Seller.

3.2 The deposit may be paid by such method as the Auctioneer shall in their discretion accept and the Buyer shall produce such evidence as the Auctioneer may reasonably require of identity and credit worthiness and, if the deposit is paid otherwise than in cash, that the instrument of payment will be honoured.

3.3 If the instrument of payment of the deposit is not honoured on first presentation, the Seller shall have the option:

3.3.1 of rescinding the sale; or

3.3.2 of affirming the sale;

and, if the Seller affirms the sale, the Seller may either:

3.3.3 determine the contract and forfeit the deposit, which shall remain due to the Seller and in addition the Buyer will remain liable on the instrument of payment; or

3.3.4 seek specific performance of the sale.

## **4 Completion**

Completion of the sale and purchase and payment of the balance of the Purchase Price take place on the Completion Date.

## **5 Title guarantee**

The Seller sells with limited title guarantee.

## **6 Possession**

The Property is sold with vacant possession on completion.

## **7 Title**

7.1 The title to the Property is registered at the Land Registry with absolute title under title number WA858196 and shall consist of the evidence of title referred to in Standard Condition 4.1.2 except charges or incumbrances registered or protected on the register which are to be discharged or overridden at or before completion.

7.2 Title having been available for inspection during normal office hours at the offices of the Auctioneer and the Seller's Solicitors for a period of at least 10 days prior to the date of the auction and at the auction rooms at least 2 hours prior to the start of the auction, the Buyer (whether or not the Buyer has inspected it) accepts the Seller's title to the Property as at the date and time of the official copies of the land register made referred to in condition 7.1.

## **8 Incumbrances**

- 8.1 The transfer to the Buyer shall be in the form of the attached draft transfer prepared by the Seller's Solicitors.
- 8.2 The Property is sold subject to and (where appropriate) with the benefit of the rights, exceptions, reservations, covenants, restrictions and other matters (if any) referred to in the attached draft transfer and the matters contained or referred to in the property, proprietorship and charges registers of title number WA858196 as at the date and time of the official copies of the land register forming part of the evidence of title referred to in condition 7.1.
- 8.3 A copy of the draft transfer referred to in condition 8.2 having been available for inspection during normal office hours at the offices of the Auctioneer and the Seller's Solicitors for a period of at least 10 days prior to the date of the auction and at the auction rooms at least 2 hours prior to the start of the auction, the Buyer (whether or not the Buyer has inspected it) shall be deemed to purchase with full notice and knowledge of its contents and shall not raise any requisition or make any objection in relation to it, and such notice shall not be affected by any partial, incomplete or inaccurate statement as to the contents of it in the Particulars or these conditions.
- 8.4 The transfer shall be engrossed in original and counterpart by the Seller's Solicitors and both engrossments shall be executed by the Buyer and the Seller before the Completion Date.

## **9 Other matters affecting the Property**

There will be added to Standard Condition 3.1.2 the following:

- 9.1 all local land charges, whether or not registered before the date of the auction, and all matters capable of registration as local land charges, whether or 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 date of the auction;
- 9.3 all actual or proposed charges, notices, orders, restrictions, agreements, conditions, contraventions or other matters arising under any statute;
- 9.4 all easements, quasi-easements, rights, exceptions or other similar matters, whether or not apparent on inspection or disclosed in the Particulars or in any of the documents referred to in these conditions;
- 9.5 all matters which are (or where the Property is not registered, would be) unregistered interests which override first registration of title under the Land Registration Act 2002 Schedule 1 and (where the Property is registered) unregistered interests which override registered dispositions under the Land Registration Act 2002 Schedule 3;

## **10 Disclaimer**

The Buyer admits that:

- 10.1 the Buyer has inspected the Property and purchases it with full knowledge of its actual state and condition and shall take the Property as it stands;
- 10.2 the Buyer agrees to purchase the Property solely as a result of the Buyer's own inspection and on the basis of the terms of these conditions and not in reliance upon any representation

or warranty, written or oral or implied, made by or on behalf of the Seller (except for any representation or warranty contained in written replies given by the Seller's Solicitors to any written preliminary enquiries raised by the Buyer's Solicitors);

10.3 the replies referred to in clause 10.2 do not constitute a representation that the Seller has made such investigation as could reasonably be expected to be made by or under the guidance of a prudent conveyancer;

10.4 the Particulars, these conditions and the memorandum of sale together comprise the entire agreement between the parties.

#### **11 Incorporation of standard conditions of sale**

The Standard Conditions shall apply to the sale and are incorporated in it to the extent that they are applicable to a sale by auction and are not varied by or inconsistent with these conditions.

#### **12 Restriction on assignment**

The agreement created by the Particulars, these conditions and the memorandum of sale is personal to the Buyer and is not capable of being assigned, charged or mortgaged.

#### **13 Contractual rights of third parties**

For the purposes of the Contracts (Rights of Third Parties) Act 1999, it is agreed that nothing in the agreement created by the Particulars, these conditions and the memorandum of sale shall confer on any third party any right to enforce or any benefit of any term of the agreement.

#### **14 Severance**

14.1 Whilst the terms and provisions of the agreement created by the Particulars, these conditions and the memorandum of sale are considered by the parties to be reasonable in all the circumstances, if any one or more should for any reason be held to extend beyond the limits permitted by the law governing the agreement, then those terms or provisions are to be varied with the minimum modifications necessary so as to make them valid and effective.

14.2 The invalidity, illegality or unenforceability of any term or provision of the agreement created by the Particulars, these conditions and the memorandum of sale shall not affect or impair the continuation in force of the remainder of the agreement.