

Rider to Contract

Property: Rose Cottage, Long Lane, Peterchurch, HE2 0TE

8. The Seller shall not be required to transfer the whole or any part of the Property other than to the Buyer and shall not be required to execute a transfer other than of the whole of the Property or at a price different from that stated in the contract.
9. If completion is delayed for any reason and if notice to complete is served under Standard Condition 6.8 then the party in default shall on completion (in addition to any other sums due) pay the sum of £150.00 plus VAT in respect of the other party's Solicitors costs for the preparation and service of the notice to complete and of matters incidental thereto arising from the date of the notice
10. Standard Condition 4.3 shall not apply.
11. In Standard Condition 6.4 the amount due on completion shall in the event of late completion within the meaning of Standard Condition 7.2.1 mean in addition to the Purchase Price (less if applicable any deposit and less or plus any sums to be apportioned) all compensation due to the Seller calculated in accordance with Standard Condition 7.2.2 and:
 - (a) The Buyer shall not for the purpose of Standard Condition 1.1.3 be deemed to be ready and willing if the Buyer does not tender at the same time as the balance of the Purchase Price such sum as represents compensation due from the Buyer to the Seller;
 - (b) The Seller shall not be bound to complete until such time as such compensation has been paid in full.
12. For the purpose of Standard Condition 6.8, Standard Conditions 1.3.3(b) and 1.3.7(e) will apply and service of a notice to complete will include service by email.
13. The Buyer hereby admits that he has inspected the Property and enters into this Contract solely on the basis of such inspection and the terms thereof and not in reliance upon any representation whether written, oral or implied made by or on behalf of the Seller other than replies to enquiries before contract, correspondence passing between solicitors, information contained in the Sellers' Property Information Form and the terms and conditions of this Contract and this condition shall not merge on the completion of this Contract.
14. This Contract is the whole Agreement between the parties and if any other terms have been agreed either verbally or in writing they are hereby expressly revoked.
15. Title to the Property having been deduced to the Buyer or the Buyer's Solicitor prior to the date hereof the Buyer shall take with full knowledge of the same and shall raise no requisition or objection thereto.
16. If the Property is freehold and there are any covenants affecting the Property then the Transfer to the Buyer shall contain the following indemnity covenant:-

"The Transferee hereby covenants with the Transferor by way of indemnity only that he/she will observe and perform the covenants and other matters referred to in the Conveyance/ Charges Register of the Property and will indemnify the Transferor against all actions costs claims and demands in respect of any future breach or non-observance thereof".

If the Buyer does not sign the transfer in escrow and provide this to the Sellers solicitors prior to completion then the Buyer's solicitor will provide a certified copy of the transfer signed by the Buyer on completion and will undertake to lodge both parts of the transfer with the Land Registry with the Buyer's application to register.

17. For the purposes of Section 6(2)(a) Law of Property (Miscellaneous Provisions) Act 1994 all matters now recorded in the Registers open to public inspection are to be considered within the actual knowledge of the Buyer.
18. The Property is sold subject to:
 - (a) All actual or reputed rights of way water light drainage other easements or quasi easements rights or privileges affecting the same whether apparent or latent but without liability on the part of the Seller to define the same;
 - (b) Anything registered or capable of being registered in a local land charges register.
 - (c) Any of the unregistered interests which override and which are set out in Schedules 1 and 3 (as amended by Schedule 12) of the Land Registration Act 2004.
19. The Standard Conditions of Sale shall be varied as follows:
 - (a) Condition 2.2.1 shall be amended so that the deposit may be paid by cheque or bankers draft from a UK Clearing Bank made payable to the Seller's solicitors and the Buyer shall produce such evidence as the Seller's solicitors may reasonably require of identity and creditworthiness and the Buyer warrants that his instrument of payment will be honoured;
 - (b) If the instrument of payment of the deposit is not honoured on the first presentation the Seller shall have the option:
 - (i) of rescinding the sale, or
 - (ii) of affirming the saleand if the Seller affirms the sale either
 - (iii) the Seller may determine the contract and forfeit the deposit which shall remain due, or
 - (iv) the Seller may seek specific performance of the sale.
20. (a) The right is reserved to sell the property prior to auction or to withdraw prior to the auction.
 - (b) Without prejudice to the conclusion of a contract on the fall of the hammer and the power of the auctioneer to sign the agreement on a Buyer's behalf the Buyer or their representative shall be obliged if requested to sign the agreement.
21. (a) The Buyer is required to supply to the Seller's solicitors forthwith upon the fall of the hammer or other conclusion of a contract or within such reasonable further period as the Seller's solicitors shall in their absolute discretion think fit provide proof of their identity and address.
 - (b) Proof of the identity shall be provided by production of one of the following items, namely:-

- Current signed passport;
- Current full UK/EU photocard driving licence;
- Residence permit issued by the Home Office to EU nationals;
- HM Revenue & Customs tax notification;
- Firearms certificate.

(c) Evidence of address is to be provided by production of one of the following items, namely:-

- Current full UK driving licence;
- A utility bill issued within the last three months (but not mobile phone bills);
- Local authority Council Tax bill (valid for the current year);
- Bank, building society or credit union statement containing a current address;
- The most recent mortgage statement from a UK lender

PROVIDED THAT a current full UK/EU photo card driving licence or a current full UK licence may be used to evidence address or identity but not both.

22. In addition to the purchase price the Buyer will on the Completion Date pay the sum of £257.60 by way of reimbursement of the search fees paid by the Seller.