

# AGREEMENT

(Incorporating Common Auction Conditions of Sale Fourth Edition March 2018)

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**Agreement date** :

**Seller** : Diana Mary Emery and Shirley Jones

**Buyer** :

**Property (freehold)** : Land at Deerfold Lingen Wigmore

**Title Number** : HW120830

**Encumbrances on the Property** : Any matters contained or referred to in Title Number HW120830 (save for financial charges referred to in the Charges Register) as evidenced by the Register entries dated 6 March 2025 and timed at 09:39:17

**Title Guarantee (full)** : Full Title Guarantee

**Completion date** :

**Contract rate** : 4% above the base rate of Barclays Bank PLC from time to time in force

**Purchase price** :

**Deposit** :

**Amount payable for chattels** :

**Balance** :

The Seller will sell and the Buyer will buy the Property for the Purchase price.

*The Agreement continues on page 2*

## WARNING

This is a formal document, designed to create legal rights and legal obligations.

Take advice before using it.

## SIGNED

Seller/Buyer

## SPECIAL CONDITIONS

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1. (a) This Agreement incorporates the Common Auction Conditions (Fourth Edition March 2018)  
Where there is a conflict between those Conditions and this Agreement, the Agreement prevails  
(b) Terms used or defined in this Agreement have the same meaning when used in the Common Auction Conditions
2. The Property is sold subject to the encumbrances (if any) and the Buyer will raise no requisitions on them
3. Subject to the terms of this Contract and to the Common Auction Conditions (Fourth Edition March 2018), the Seller is to transfer the Property with the title guarantee specified on the front page
4. Without limiting the remedies of either party under the standard conditions it is hereby expressly agreed that in the event of completion not being effected in accordance with this Agreement by the date and time stipulated the defaulting party shall indemnify the other party in respect of all additional expenses reasonably incurred by the other party in this transaction and any related purchase or sale transaction as a result of such default including (but not limited to) additional legal costs disbursements and VAT, abortive removal expenses and the cost of storage, temporary accommodation and bridging finance (including interest). The Seller shall not be bound to complete this Agreement until all such sums have been paid or if the Seller is in default the Buyer may in paying over the completion monies make a deduction equal to such additional costs and expenses. In the event of this clause taking effect, the defaulting party shall not be entitled to compensation under standard condition 7.3.2
5. 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 enquires before contract correspondence passing between solicitors and the terms and conditions of this Contract and this condition shall not merge on the completion of this Contract
6. The Buyer will of completion pay to the Seller the cost of the Searches provided in the sum of **£563.56**.

**Seller's Solicitors:** Gabbs Solicitors  
26a Broad Street  
Leominster  
Herefordshire  
HR6 8BS

**Buyer's Solicitors:**

**Auctioneer:**

McCartneys LLP  
Wylcwm House  
Knighton  
Powys  
LD7 1AE