

Barbers Rural Property Auction General Conditions of Sale.

1. Each purchaser shall be deemed to purchase with full knowledge of all the conditions subject to which the property is sold and the sale shall be in accordance with the RICS Common Auction Conditions 3rd Edition, a copy of which is available at the Auctioneer's office and on their website (www.barbers-rural.co.uk).

2. The property is believed to be correctly described as to quantity and otherwise but without any responsibility of the Auctioneer or the vendor and not implying a statement or representation of fact. All measurements stated are approximate only. Any error, omission or mis-statement found in the particulars or conditions shall not annul the sale or entitle the purchaser to any compensation in respect thereof.

The Auctioneers shall be under no financial liability in respect of any matters arising out of the Auction or the particulars or conditions of sale.

3. Nothing herein contained shall be deemed to constitute any warranty by the vendor or the Auctioneers that the property or any part thereof is authorised under the planning acts, leases or otherwise for use for any specific purposes.

4. Notwithstanding anything in these conditions or in the particulars contained or referred to, no representation warranty or condition either collaterally or directly or indirectly shall be made or implied howsoever arising either as to state or condition of the property or any part thereof or as to whether the same is subject to any resolution, scheme, development or order, improvement plan, improvement notice or scheme, sanitary notice or intimation notice or statutory proposals, or as to whether any property is in an area where redevelopment is proposed or is subject to a road widening proposal or scheme or any other matter whatsoever. The purchaser shall be deemed to purchase in all respects subject thereto whether or not the purchaser makes any enquiry and neither the vendor nor the Auctioneers shall be in any way liable in respect of such matters or failure to disclose the same, it being solely the duty of the purchaser to be satisfied at the purchaser's own risk in respect of the above matters.

5. It shall be the purchaser's responsibility to be satisfied before making a bid as to the accuracy of the particulars contained in the particulars of sale.

6. The purchaser hereby admits and confirms that the purchaser:

(i) has inspected the property;

(ii) has obtained advice and information with regard thereto independently to the vendor and the Auctioneers;

(iii) in relation to the property that the purchaser has not acted in reliance on nor been induced to enter into a purchase by any representations, warranties or statements made by or on behalf of the vendor or the Auctioneers other than such as may have been given or confirmed by the vendor's Solicitors on behalf of the vendor in any written reply to any enquiry made by or on behalf of the purchaser before the Auction.

7. Each bidder shall be deemed to be personally liable on making an accepted bid even though he/she shall purport to act as an agent for a principal and despite him purporting to sign a memorandum in a representative capacity so that their liability under the contract shall be joint and several.

8. The successful bidder shall (1) pay a 10% deposit or £1,000.00, whichever is the greater; and (2) sign a contract or memorandum thereof before leaving the auction room.

9. The Auctioneers reserve the right to sell prior to Auction or withdraw the property from sale without prior notice and no intending purchaser shall have any claim against the vendor or the Auctioneers following such prior sale or withdrawal.

10. The Auctioneers reserve the right to require all bidders to register prior to the commencement of the Auction with details of their address and proof of identity. Any bidder who fails to register may not have his or her bids accepted.

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