

**On the instructions of Mr Arthur Charles Henry Guppy**

**DENBURY  
NEWTON ABBOT  
SOUTH DEVON**

**16.08 ACRES OF FREEHOLD PASTURE LAND  
SITUATE NORTH WEST OF THE VILLAGE BORDERING  
THE DENBURY TO BICKINGTON ROAD,  
DENBURY, NEWTON ABBOT, DEVON**

<b>Lot 1</b>	<b>5.75 Acres</b>
<b>Lot 2</b>	<b>4.99 Acres</b>
<b>Lot 3</b>	<b>5.34 Acres</b>

**FOR SALE BY AUCTION ON  
WEDNESDAY, 8<sup>TH</sup> MAY 2019 AT 3.00P.M.  
AS A WHOLE OR IN LOTS  
VACANT POSSESSION ON COMPLETION**

**AT THE JOLLY FARMER, MARKET STREET  
NEWTON ABBOT, DEVON, TQ12 2RB**

**Auctioneers:**

**Rendells**

**13 Market Street**

**Newton Abbot**

**Devon TQ12 2RL**

**Ref: CCM/JMP**

**Tel: 01626 353881 Fax: 01626 365030**

**Email: [ccm.rendells@yahoo.co.uk](mailto:ccm.rendells@yahoo.co.uk)**

**Solicitors:**

**Tozers LLP**

**Broadwalk House**

**Southernhay West**

**Exeter**

**Devon EX1 1UA**

**Ref: Mr Vernon Clarke**

**Telephone: 01392 667672**

**Email:**

## **GENERAL REMARKS AND STIPULATIONS**

The land is part of Pear Tree Farm bordering the Denbury to Bickington road on the north west of this popular village situate about four miles from Newton Abbot in an attractive rural area. The land is generally level or gently sloping divided into six enclosures ideal for livestock, although some could be ploughed for arable and horticultural crops. There is direct access from the local road for three of the fields which link with the others.

### **Tenure**

The property is freehold and will be offered for sale with full vacant possession on completion on the 5<sup>th</sup> June or earlier by arrangement.

### **Boundary Ownership**

This is marked by a "T" on the sale plan. The boundary between OS9126 and 9337 will belong to OS0626. The Seller will remove the gateway and fence the gap with a five post fence with two strands of barbed wire.

### **Services**

No services are connected.

### **Water**

There is a mains water pipe under North Street apparently near the area marked "MW" on the plan. Each lot will be granted the right to lay a water pipe underground within four feet of the roadside hedge through other lots of land owned by the Seller up to the road at Pear Tree Cross. The Buyers will be responsible for making arrangements with South West Water for the connection and for the pipe to be laid under the road.

### **Local Authority**

Teignbridge District Council, Forde House, Newton Abbot, Devon, TQ12 4XX.

### **Utility Companies**

South West Water, Peninsula House, Rydon Lane, Exeter, Devon, EX2 7HR  
Western Power Distribution, Avonbank, Feeder Road, Bristol, BS2 0TB.

### **Plan**

The sale plan has been prepared from a Promap Plan and is to be treated as a guide to the extent of the property. Any would be buyer must check the land to be thoroughly aware of its extent and condition.

### **Basic Payments**

These will be claimed by the Seller for the year 2019/20 but will be transferred to a buyer if eligible to claim them.

### **Viewing**

Anyone may view the land in the hours of daylight with these particulars to hand.

### **Directions**

Leave Newton Abbot head towards Totnes, at the Ogwell Cross roundabout turn right, head to Ogwell and at The Green bear left, carry on into the centre of Denbury and go straight ahead into North Street past Peartree Cross and the land will be seen on the left after about 120 yards. Park carefully otherwise you may not be popular!

**Sale**

The Seller and the auctioneers reserve the right to alter the description of the property, the order of the lots, to combine lots, withdraw from the sale or sell by private treaty before the auction.

**Wayleaves, Rights of Way and Covenants**

The property is sold subject to all wayleaves, rights of way and easements whether or not mentioned in the particulars.

**Identification**

The Buyer or Buyers shall provide proof of identity by presentation of a current driving licence with photograph or a current passport and a recent utility bill.

**Payment of Deposit** may be:-

- 1) By cash.
- 2) Debit card (not credit card)
- 3) Cheque

**Solicitors' Auction Information**

This may be inspected at Rendells, 13, Market Street, Newton Abbot, Devon, TQ12 2RL or online at [www.rendells.co.uk](http://www.rendells.co.uk)>rural>marketforland.

**Schedule**

**Lot 1**  
**5.75 Acres of Pasture**

<b>O.S. Number</b>	<b>Description of Land</b>	<b>Area</b>
9126	Pasture	2.05
9337	Pasture	3.70
	<b>Total</b>	<b>5.75</b>

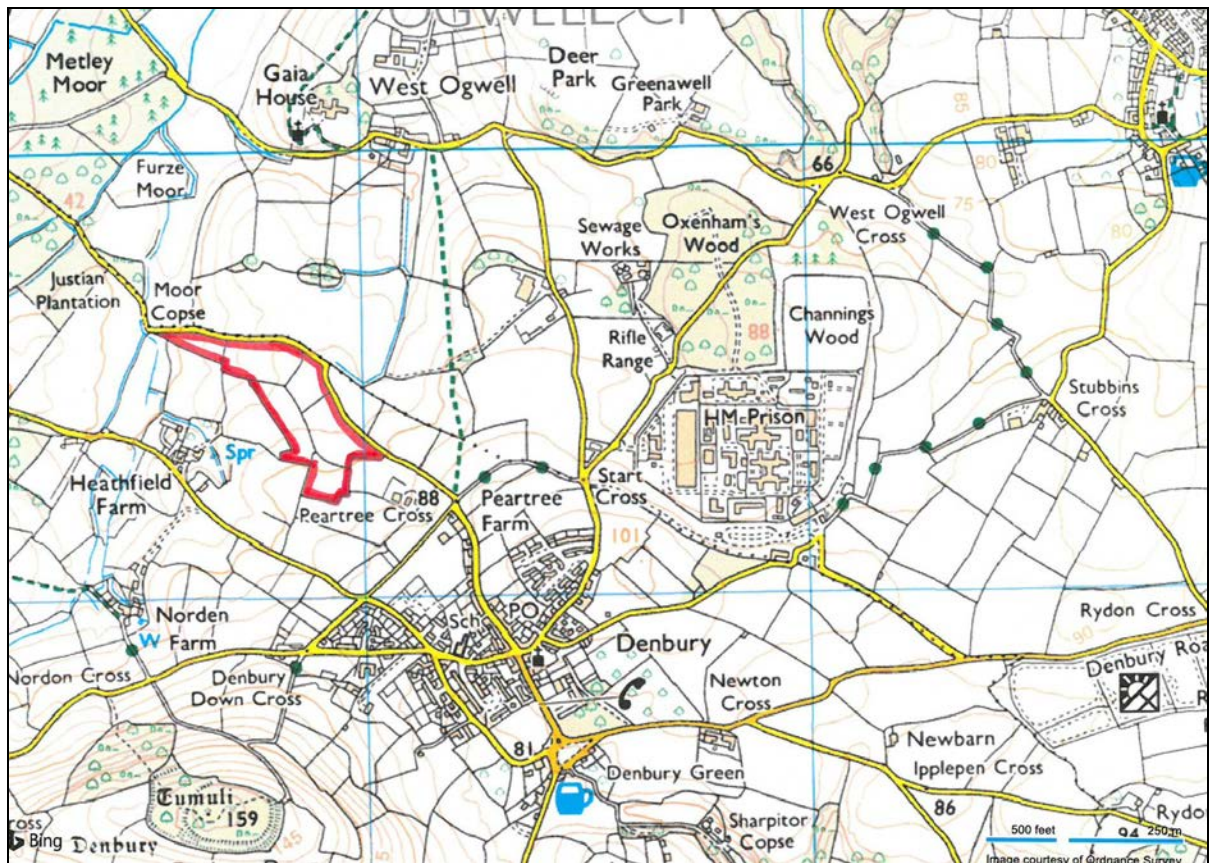
**Lot 2**  
**4.99 Acres of Pasture**

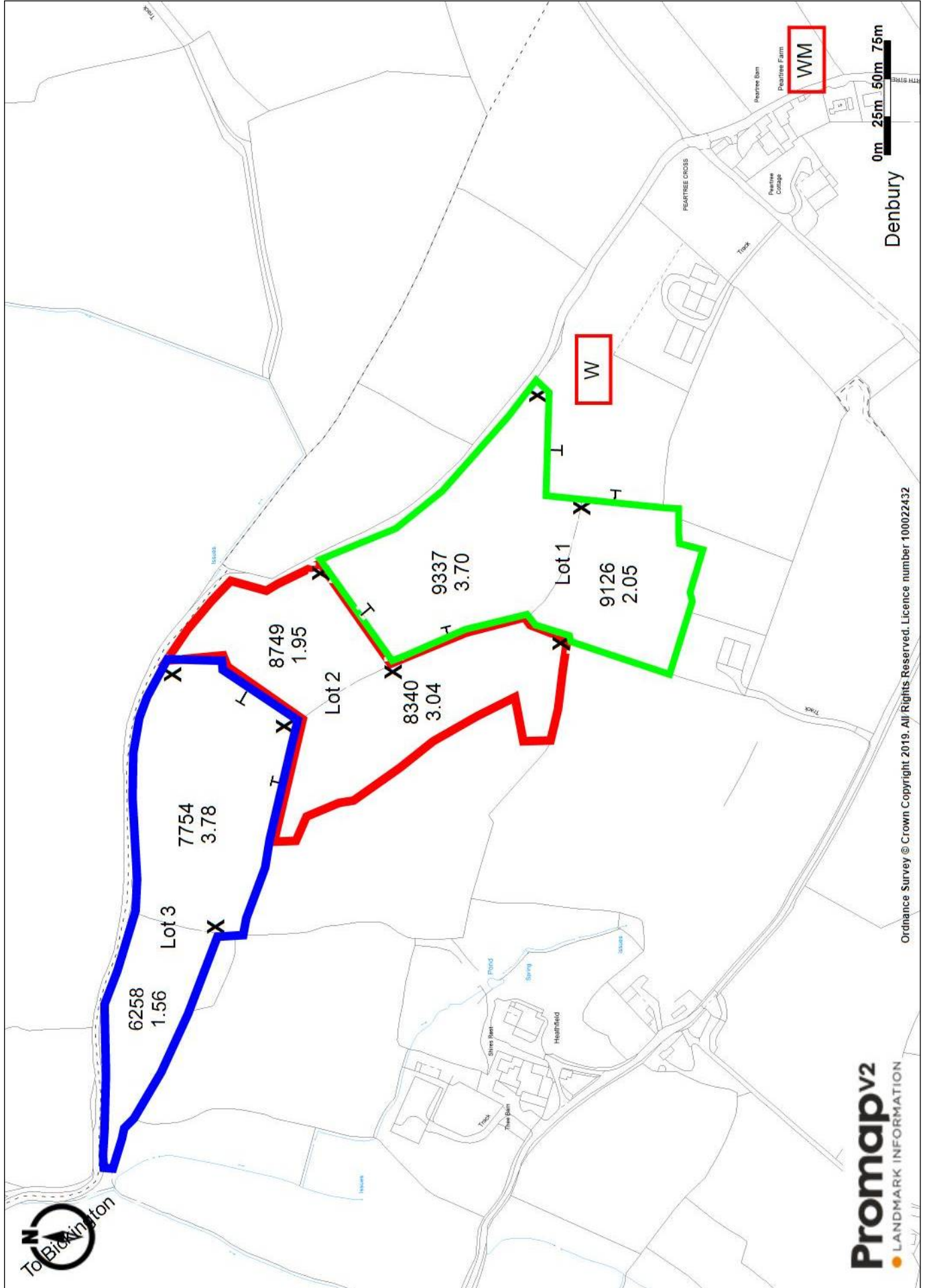
<b>O.S. Number</b>	<b>Description of Land</b>	<b>Area</b>
8749	Pasture	1.95
8340	Pasture	3.04
		<b>4.99</b>

**Lot 3**  
**5.34 Acres of Pasture**

<b>O.S. Number</b>	<b>Description of Land</b>	<b>Area</b>
7754	Pasture	3.78
6258	Pasture	1.56
	<b>Total</b>	<b>5.34</b>

**Location Map:**





Ordnance Survey © Crown Copyright 2019. All Rights Reserved. Licence number 100022432

Please complete this registration form and hand to the auctioneer  
or a member of Rendells' staff before the auction

<b>16.08 Acres of Freehold Pasture Land situate North West of the Village bordering the Denbury to Bickington Road, Denbury, Newton Abbot, Devon.</b>	
Full Name(s):	
Correspondence Address:	
Post Code:	
Work/Home Tel:	Mobile:
Email Address:	
<b>Solicitor</b>	
Company:	Attention:
Address:	
Post Code:	
DX (if known):	Tel:
Email:	

**CONDITIONS OF SALE**

in respect of

**16.08 Acres of Freehold Pasture Land situate North West of the Village bordering the Denbury to Bickington Road, Denbury, Newton Abbot, Devon**

**Unregistered Title  
On**

**Wednesday 8<sup>th</sup> May 2019 at 3.00p.m.**

**GENERAL CONDITIONS OF SALE**

Note: These General Conditions of Sale should be read with the Auctioneers' Particulars of Sale (and shall be deemed to incorporate the Standard Conditions) as supplemented by the Special Conditions annexed.

1. Definition and Interpretation

In these Conditions of Sale unless the context otherwise requires the following expressions shall have the following meanings assigned to them:

- |                           |  |
|---------------------------|--|
| "the Auctioneers"         | mean Messrs Rendells of 13 Market Street, Newton Abbot, Devon, TQ12 2RL.   |
| "the Particulars"         | mean the Particulars of Sale prepared by the Auctioneers in respect of the above auction.  |
| "the General Conditions"  | means these Conditions of Sale.  |
| "the Special Conditions"  | mean the attached Special Conditions of Sale.  |
| "the Standard Conditions" | mean the Standard Conditions of Sale (5 <sup>th</sup> Edition 2018 Edition)  |
| "the Memorandum"          | means the Memorandum annexed to the Special Conditions.  |
| "the Property"            | means 16.08 acres of freehold pasture land situate north west of the village bordering the Denbury to Bickington Road, Denbury, Newton Abbot, Devon offered as one whole Lot or in lotted as Lots 1,2 and 3 and reference to Property shall where the context admits refer to the relevant Lot offered |
| "the Auction"             | means the auction to be held on Wednesday the 8 <sup>th</sup> May 2019 at 3.00pm at the The Jolly Farmer, Market Street, Newton Abbot, Devon, TQ12 2RB.  |

"the Seller"	means Mr Arthur Charles Henry Guppy.
"the Seller's Solicitors"	means Messrs. Tozers LLP, Broadwalk House, Southernhay West, Exeter, Devon, EX1 1UA (Reference FV Clarke/Guppy)
"the Buyer"	means the person who submits the highest bid accepted by the Auctioneers in respect of the Property.
"the Buyer's Solicitors"	means the person or firm named as such in the Memorandum annexed to these Special Conditions.
"the Purchase Price"	means the amount of the successful bid for the relevant Lot.
"the Completion Date"	means the 5 <sup>th</sup> June 2019.
"the Interest Rate"	means 5% over the base rate of Lloyds Bank Plc from time to time.
"Working Day"	means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday.
Interpretation :	Words importing one gender shall be construed as importing any gender Words importing the singular shall be construed as importing the plural and vice versa Where any party comprises more than one person the obligations and liabilities of that party shall be joint and several obligations and liabilities Clause heading do not form a part of these conditions and shall not be taken into account in its construction or interpretation.

## 2. General and Special Conditions of Sale

- 2.1. The Property is sold subject to the General Conditions, the Standard Conditions and the Special Conditions.
- 2.2. In the event of any conflict between the General Conditions and the Standard Conditions then the General Conditions shall prevail.

## 3. Memorandum

The Buyer shall at the close of the sale sign the Memorandum in the form annexed to the Conditions. Time shall be of the essence as to the signature of the Memorandum, the payment of the deposit, and the honouring of any cheque and, if such conditions are not satisfied, the Property may fall to be re-sold and any person whose bid has been accepted shall, notwithstanding that the agreement thereby made shall otherwise be at an end, indemnify the Seller against any losses damages and expenses arising out of the transaction not proceeding to completion.



#### 4. Deposit

- 4.1 The Buyer shall at the close of the sale pay a deposit of 10% of the Purchase Price to the Auctioneers, Rendells, who shall hold the money as stakeholders. The money will be held in Rendells Clients Deposit Account at Lloyds Bank Plc, 41 Courtenay Street, Newton Abbot TQ12 2QW, Devon.
- 4.2 The deposit may be paid by such method as the Auctioneers shall in their discretion accept and the Buyer shall produce such evidence as the Auctioneers may reasonably require of his identity and credit worthiness and if the deposit is paid otherwise than in cash that his instrument of payment will be honoured.
- 4.3 If the instrument of payment of the deposit is not honoured on the first presentation the Seller shall have the option:-
  - 4.3.1. of rescinding the sale or
  - 4.3.2. or affirming the sale

And if the Seller affirms the sale either

- 4.3.2.1 the Seller may determine the contract and forfeit the deposit which shall remain due to the Seller and in addition the Buyer will remain liable on his instrument of payment and for any losses damages and expenses suffered by the Seller and flowing from the breach of contract by the Buyer or
- 4.3.2.2 the Seller may seek specific performance of the sale.

#### 5. Completion

- 5.1 Completion of the sale and purchase and payment of the balance of the Purchase Price shall take place on the Completion Date at the offices of the Seller's Solicitors or where they may direct.
- 5.2 In the event that the actual completion shall take place after 12 noon on a Working Day then for the purposes of making apportionments (if any) the date of actual completion shall be deemed to be the next Working Day.
- 5.3 The Seller shall not be required to transfer the whole or any part or parts to any person or body other than the Buyer who signs the Memorandum.
- 5.4 Payment of the balance of the purchase price is to be made in pounds sterling and only by way of direct transfer to the Sellers Solicitors account.

#### 6. Notice to Complete

- 6.1. The Seller or Buyer may on or after 3pm on the agreed completion date give the other Notice to Complete within ten business days excluding the date on which the notice is given making time of the essence.
  - 6.1.1. The person giving the notice must be ready to complete.
  - 6.1.2. If the Buyer fails to comply with the Notice to Complete the Seller may, without affecting any other remedy the Seller has
    - 6.1.2.1. rescind the Contract

- 6.1.2.2. claim the deposit
- 6.1.2.3. forfeit the deposit
- 6.1.2.4. re-sell the Lot and
- 6.1.2.5. claim damages from the Buyer.
- 6.1.3. If the Seller fails to comply with a Notice to Complete the Buyer may, without affecting any other remedy the Buyer has,
  - 6.1.3.1. rescind the Contract and
  - 6.1.3.2. recover the deposit from the Seller or, if applicable, a stakeholder.
- 6.2. If the Contract is rescinded or otherwise brought to an end
  - 6.2.1. The Buyer must return all papers to the Seller and appoint the Seller as its agent to cancel any registration of the Contract.
  - 6.2.2. The Seller must return the deposit and any interest on it to the Buyer (and the Buyer may claim it from the stakeholder if applicable) unless the Seller is entitled to forfeit the deposit under the above condition 6.1.

## 7. Capacity and Covenants of Title

The Seller sells with full title guarantee.

## 8. Possession

The land is sold with vacant possession on completion.

9. The Title is unregistered and the root of title shall commence with a conveyance on sale dated 30.9.1972 and made between HMK Kelly (1) the Seller and the late Mrs P D Guppy (2).

## 10. Encumbrances

- 10.1. The Property is sold subject to all matters referred to in these Conditions.
- 10.2. Whether or not the Buyer shall have inspected any of the documents referred to in these conditions and the Special Conditions relating to any of those matters he shall be deemed to purchase with full knowledge of them and their contents and shall not make any objection nor raise any requisition in relation to them notwithstanding any partial incomplete or inaccurate statement in those Conditions.
- 10.3. The Buyer accepts the title of the Seller to the Lot as at the Contract date and they raise neither requisitions nor objections except in relation to any matters following the Contract date.
- 10.4. Unless otherwise stated in the Special Conditions the Seller sells with Full Title Guarantee except that
  - 10.4.1. All matters recorded in registers open to public inspection are to be treated as within the actual knowledge of the Buyer and
  - 10.4.2. An implied Covenant as to compliance with the Tenants obligations under leases does not extend to the state or

condition of the Property where the Property is Leasehold Property.

- 10.5. The Transfer is to have effect as if expressly subject to all matters subject to which the Property is sold under these Conditions.
- 10.6. If the Property comprises all three Lots sold as one lot then the following provisions of this clause shall apply (otherwise the Property shall be transferred on the terms of the relevant Lot transfer as set out in the Special Conditions)
- 10.6.1. The Buyer must supply a draft Transfer to the Seller at least ten business days before the agreed completion date and the engrossment five business days before that date or if later two business days after the draft has been approved by the Seller and
- 10.6.2. The Seller must approve or revise the draft Transfer within five business days of receiving it from the Buyer.
- 10.7. If the Seller remains liable in any respect in relation to the Lot(s) following completion the Buyer is specifically to covenant in the transfer to indemnify the Seller against that liability.

## 11. Other matters affecting the Property

The Property is sold subject to:-

- 11.1 all local land charges whether registered or not before the date of the Memorandum and all matters capable of registration as local land charges whether or not actually so registered and matters that ought to be disclosed by the searches and enquiries made by a prudent buyer whether or not the buyer has made them.
- 11.2 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 Memorandum.
- 11.3 all actual or proposed charges notices orders restrictions agreements conditions contraventions or other matters arising under the enactments relating to town and country planning.
- 11.4 all rights including rights of way (whether public or private) light support drainage water and electricity supplies and other rights and obligations easements and quasi-easements and all existing proposed wayleaves for masts pylons stays cables drains and water gas and other pipes and all other matters affecting the Property whether or not the same are apparent.
- 11.5 Matters registered or capable of registration by any competent authority or under the provisions of any statute.
- 11.6 Outgoings and other liabilities.
- 11.7 Anything that is an overriding interest within the meaning of the Land Registration Act 2002.

## 12 Disclaimer

- 12.1 A copy of the Particulars the General Conditions the Special Conditions and an epitome of the title relating to the Property having been available for inspection at the offices of the Seller's Solicitors and the Auctioneers for not less than 5 days prior to the date of the Auction the Buyer shall be deemed to purchase with full knowledge thereof whether the same shall have been

inspected by the Buyer or his Solicitors and the Buyer shall not be entitled to raise any enquiries or requisitions in respect of thereof.

- 12.2 The Property is believed and shall be taken to be correctly described in the Particulars, the General and the Special Conditions but any incorrect statement error or omission which may be discovered in the description thereof the Auctioneers general remarks, the Plans, or in the documents of title, shall not annul the sale and nor shall the Buyer claim or be entitled to any compensation in respect thereof, provided that such error or omission does not materially affect the market value of the Property.
- 12.3 The Property is sold in its present state of repair and condition and the Buyer shall be deemed to have full notice and knowledge thereof and shall make no requisition or objection in respect thereof.
- 12.4 The Buyer acknowledges that, having inspected the Property, he enters into the purchase or any agreement collateral thereto on the basis of his own inspection and enquiries of the relevant authorities and on the Seller's Solicitors written replies to his own or his Solicitor's enquiries and not on reliance upon any other express or implied representation, whether made orally or in writing, by or on behalf of the Seller.
- 12.5 The Buyer shall not object or raise a requisition to any minor discrepancy between the size of the Property as given in the Particulars, the General and the Special Conditions and as evidenced by the title deeds or between the plans annexed to the title deeds; in each case the latter shall prevail. In the event of any variation or inconsistency between the Particulars, the General and the Special Conditions, the latter shall apply.
- 12.6 The Buyer is not relying on the information contained in the particulars or in any replies to the preliminary enquiries but on the Buyers own verification of that information.

13 Incorporation of the Standard Conditions

The Standard Conditions shall apply to these Conditions so far as they are applicable to a sale by auction and are not varied by nor inconsistent with the terms of these Conditions including the Special Conditions.

14 The Conditions of Bidding

- 14.1 The auction is subject to a reserve price and the Seller reserves the right through the Auctioneers or other person appointed by them to bid up the reserve price.
- 14.2 The Auctioneers reserve the right to regulate the bidding and the right (without giving any reason) in their sole discretion to refuse to accept a bid
- 14.3 The Auctioneer's decision shall be final should any dispute arise as to the conduct of the auction.

15 Searches

The Seller's Solicitors have made available the results of the Local search and enquiries of the Local Authority. The replies to the search and

enquiries shall be handed over to the Buyer after the Auction and the Buyer shall on completion reimburse the Seller with the costs as set out in the Special Conditions of Sale.

16 Merger on completion

The provisions of the General Conditions, Standard Conditions and Special Conditions shall not merge on completion of the sale of the Property to the Buyer so far as they remain to be performed.

### **SPECIAL CONDITIONS OF SALE**

- 1 If either party fails to complete on the date of completion and the other party's conveyancer serves a completion notice under condition 6.1 then in addition to the balance of the purchase price and any other sums payable under this contract (including interest and compensation), the party in default will pay the sum of £150 plus VAT towards the other party's legal costs incurred as a result of late completion.
- 2 The Buyer shall on the date of completion pay the Seller's conveyancer £109.60 for the local authority search made available for inspection prior to the auction date
- 3 For the purposes of Section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act, 1994 Act, anything registered or capable of registration in the Local Land Charges Register and any requirement, notice, proposal or request (whether or not subject to compensation) made by or on behalf of any local, public or other authority is to be considered within the actual knowledge of the Buyer.
- 4 Basic Payment Entitlements
  - 4.1 Definitions :
 

Basic Payment Scheme: the basic payment scheme established by Regulation (EU) No 1307/2013 and any similar replacement scheme and any similar additional scheme, whether resulting from CAP Reform or otherwise and any regulations and/or administrative provisions made by the UK government or any devolved authority applicable to the Property ("the Regulations"), and any statutory or similar guidance or codes of practice implemented at EU, national or regional level and references to "the Regulations" shall include any modification of them or any of them from time to time

CAP: Common Agricultural Policy.

- CAP Reform:** the implementation of the agreement on the reform of the CAP under Regulations (EU) 1305/2013, 1306/2013, 1307/2013 and 1308/2013 of the European Parliament and of the Council and any similar replacement or additional legislative instruments and all associated delegated and implementing acts, and all legislation, guidance and codes of practice made from time to time under them by the UK government or any devolved authority applicable to the Property, in each case as amended, extended or re-enacted from time to time.
- Cross Compliance Conditions:** the statutory management requirements and the standards for good agricultural and environmental condition of land listed in Regulation (EU) 1306/2013 and all associated delegated and implementing acts and laws and all subordinate legislation, guidance and codes of practice made from time to time under them and any similar replacement or similar additional conditions, requirements and standards that must be complied with for full payment under the Basic Payment Scheme.
- Defra:** the Department for Environment, Food and Rural Affairs and any successor ministry or department.
- Entitlements:** Entitlements for subsidy payment under the Basic Payment Scheme held by the Seller in his name and claimed in respect of the Property in accordance with the Regulations being entitlements of whatever kind relating to or used on the Property and deriving from the Regulations and reference to Type(s) of entitlements has the same meaning(s) as that contained in the Regulations
- Greening Payment:** the direct payment established by Regulation (EU) No 1307/2013 for farmers observing greening agricultural practices beneficial for the climate and the environment and any similar replacement payment and any similar additional

payment, whether resulting from CAP Reform or otherwise.

RPA: the Rural Payments Agency responsible for the administration of the Basic Payment Scheme and the Greening Payment in England and any other body discharging similar functions from time to time.

- 4.2 The Property is sold together with the Entitlements (if required by the Buyer).
- 4.3 The Seller warrants that he will use all reasonable endeavours to transfer the Entitlements to the Buyer (if required by the Buyer) on completion.
- 4.4 The Seller and the Buyer warrant with each other that they will take all reasonable steps to ensure the transfer of the Entitlements to the Buyer (if required by the Buyer), including co-operating in good faith and providing each other, the RPA and Defra promptly with all information and documentation that any of them may reasonably require in relation to the transfer.
- 4.5 The Seller:
  - 4.5.1 warrants that the Seller will not do or omit to do anything or allow anything to be done or omitted to be done that results in the expiry, loss, confiscation or reduction in value of all or any of the Entitlements between the date of this contract and completion;
  - 4.5.2 further warrants that the Seller has not done or omitted to do any act or thing which would prejudice the transfer of the Entitlements to the Buyer in accordance with the terms of this contract, and that the Seller knows of no reason why the transfer might be prejudiced, and that if the Seller becomes aware of any such reason, the Seller will immediately inform the Buyer and will immediately act to resolve it; and
  - 4.5.3 shall indemnify the Buyer against all expenses and costs incurred by the Buyer in the acquisition of comparable replacement entitlements for any of the Entitlements that are not transferred from the Seller to the Buyer and all loss of payment under the Basic Payment Scheme and loss of the Greening Payment suffered by the Buyer where any
  - 4.5.4 such expenses, costs or losses arise out of or in connection with any breach of the Seller's warranties in this clause
  - 4.5.5 warrants that he has registered on the CAP Information Service and has claimed payment on the Entitlements in accordance with the terms, guidance and codes of practice governing the Basic Payment Scheme so as not to cause the permanent or temporary loss of all or any of the Entitlements.
- 4.6 On completion or as soon as practicable thereafter, the Seller shall deliver to the Buyer any documents in the Seller's possession that relate exclusively to the Basic Payment Scheme, the Greening Payment, the Entitlements or the Cross Compliance Conditions in respect of the Property.

- 4.7 The Seller is entitled to the Basic Payment Scheme payment and the Greening Payment (if any) for the claim year in which completion takes place and;
- 4.7.1 The Buyer warrants that the Buyer will observe and comply with the Cross Compliance Conditions, the requirements for full Greening Payment, the requirements for full payment under the Basic Payment Scheme and any other conditions imposed on the Seller by CAP Reform from completion until 31 December next following completion regardless of whether or not the Buyer takes a transfer of the Entitlements; and
- 4.7.2 The Buyer shall indemnify the Seller against all expenses, costs and losses suffered or incurred by the Seller by reason of the Buyer or the Buyer's agents breaching the warranty in this clause including but not limited to all loss of payment under the Basic Payment Scheme and loss of the Greening Payment.
- 4.8 The Buyer warrants that the Buyer is (or will by completion be) registered on the CAP Information Service and is an active farmer for the purposes of the Basic Payment Scheme eligibility criteria and that the Buyer will remain registered and will remain an active farmer until the Entitlements are registered in the Buyer's name. Loss of all or any of the Entitlements resulting from the Buyer's failure to satisfy either or both of those requirements will be borne solely by the Buyer and will not entitle the Buyer to any repayment of the Purchase Price and the Buyer will indemnify the Seller against all liabilities, costs, expenses, damages and losses suffered or incurred by the Seller by reason of the Buyer's failure to satisfy either or both of those requirements.
- 4.9 If one party gives notice to the other of the possibility that any provision in this contract relating to the Basic Payment Scheme or the Entitlements has not had its intended commercial effect, the Buyer and Seller agree to:
- 4.9.1 act in fairness and work together to achieve its intended commercial effect; and
- 4.9.2 negotiate in good faith to amend such provision so that, to the greatest extent possible, it achieves the intended commercial effect of the original provision.
- 4.10 If any dispute arises under this Schedule either party may give notice to the other in writing specifying the dispute and requesting that agreement be reached on the identity of a single arbitrator to be appointed to determine the dispute in accordance with the provisions of the Arbitration Act 1996 and if no arbitrator has been appointed by agreement within one month of the notice either party may make a written request to the President for the time being of the Royal Institution of Chartered Surveyors for him to appoint an arbitrator to determine the matter in dispute.
- 5 The Transfer of the Property (if the Property comprises Lot 1 or Lot 2 or Lot 3 being the Relevant Lots) shall be in the form of the relevant Lot Transfer attached to the Memorandum and the Property is sold together with the benefit of and subject to the matters contained or referred to in the relevant Lot Transfer and the Buyer shall on completion pay the Seller's Solicitor the sum of £150 plus VAT for preparing the same).



**MEMORANDUM**

I/We,

of

**DO HEREBY ACKNOWLEDGE** that I/We have this day agreed to purchase from Mr Arthur Charles Henry Guppy property described as Lot (s) in the aforementioned Particulars at the price of £

(  
Pounds) subject to the annexed Conditions and Special Conditions of Sale and I/We have paid to the Auctioneers in accordance with General Condition 4.1 the sum of £  
(  
) as a ten per cent deposit and in part payment of the purchase price and I/We hereby agree to pay the remainder of the purchase price and complete the purchase in accordance with the annexed Conditions and Special Conditions of Sale

**AS WITNESS** my/our hands this    day of    2019

.....

Purchase Price    £  
  
Deposit    £  
  
Balance    £

As Auctioneers we hereby confirm this sale and acknowledge receipt of the above mentioned deposit this    day of    2019

.....  
Rendells for and on behalf of