



CILEX Level 6 Single Subject Certificate/CILEX Level 6 Professional Higher Diploma in Law and Practice/CILEX Level 6 Graduate Fast-Track Diploma

Unit 17 – Conveyancing

Case study materials

June 2026

Information for candidates

- You should familiarise yourself with these case study materials before the examination, taking time to consider the themes raised in the materials.
- You should consider the way in which your knowledge and understanding relate to these materials.
- In the examination, you will be presented with a set of questions which will relate to these materials.
- You may discuss these materials with your tutor(s).

Instructions and information to candidates during the examination

- You are allowed to take your own clean/unannotated copy of this document into the examination. Alternatively, you can access the electronic version of this document in the examination.
- You are **not** allowed access to any statute books in the examination.
- You must comply with the CILEX Exam Regulations – Online Exams at Accredited Centres/CILEX Exam Regulations – Online Exams with Remote Invigilation.

ADVANCE INSTRUCTIONS TO CANDIDATES

You are a trainee lawyer in the firm of Kempstons, The Manor House, Bedford, MK42 7AB. You have just started work in the Property Department and your supervising partner is Susan Shah.

Susan Shah acts for Freya Bailey in relation to her sale of Cranley Farm, Midhurst, West Sussex GU29 6NH and for Freya Bailey's son, Kieran Bailey, in relation to his purchase of Plot 8 The Rise Ovingdean, Brighton BN2 9DR. Susan has asked you to take over the day-to-day conduct of their matters. She has sent you the following documents.

Document 1: Memorandum dated 12 June 2026

Document 2: Separate attendance notes for Freya Bailey and Kieran Bailey both dated 11 June 2026

Document 3: Conveyance dated 23 May 1980 relating to Cranley Farm, Midhurst, West Sussex GU29 6NH

Document 4: Deed of Gift dated 4 December 1997 relating to Cranley Farm, Midhurst, West Sussex GU29 6NH

Document 5: Official Copy of the Register of Title for The Rise, Ovingdean, Brighton BN2 9DR

Document 6: Information Sheet in relation to Plot 8, The Rise, Ovingdean, Brighton BN2 9DR

Document 7: Extract from the draft contract in relation to Plot 8, The Rise, Ovingdean, Brighton BN2 9DR

Document 8: Standard Conditions of Sale (Fifth Edition – 2018 Revision)

DOCUMENT 1
MEMORANDUM

To: Trainee lawyer
From: Susan Shah
Date: 12 June 2026
Subject: Freya Bailey and Kieran Bailey

Sale of Cranley Farm, Midhurst, West Sussex GU29 6NH (**Cranley Farm**) and purchase of Plot 8, The Rise, Ovingdean, Brighton BN2 9DR (**Plot 8**)

I act for Freya Bailey and Kieran Bailey, who are mother and son. Freya was gifted Cranley Farm by her father, Norman Grant, in 1997 and has lived at Cranley Farm since then with her husband, Saul, and son, Kieran, now aged 24. Saul Bailey died three years ago in March 2023. Kieran has not made any kind of financial contribution to Cranley Farm, is not involved in any farming activity and does not pay any rent to Freya.

Kieran has recently been diagnosed as being in the early stages of multiple sclerosis. While he currently has no symptoms that will impact on his ability to earn an income, he and Freya have been discussing potential issues that could arise in future. Therefore, Freya has decided to sell Cranley Farm and help Kieran buy a new-build bungalow at Plot 8, which he can eventually adapt for his future needs. Freya will move into the bungalow with Kieran temporarily until he is settled and then will rent a house nearby.

I attach a copy of my attendance note dated 11 June 2026 (**Document 2**).

The title to Cranley Farm is currently unregistered. Freya has given the title deeds to me for safekeeping and I attach photocopies of two of the title documents that Freya Bailey has given to me (**Documents 3 and 4**). The title deeds also include a clear land charges search against Dina Patesh (obtained when Norman Grant bought the property) and a mortgage deed made between Freya and Barclays Bank Ltd dated 17 January 1998 in relation to Cranley Farm. This mortgage deed was receipted on 18 October 2023. The originals of all these documents are currently stored in the firm's safe.

The title to the development at The Rise Ovingdean (of which Plot 8 forms part) is registered and I have been supplied with a copy of the register (**Document 5**). I have also been supplied with an Information Document relating to Plot 8 (**Document 6**) and the draft contract package. I have attached an extract from the draft contract (**Document 7**).

Kieran will be purchasing Plot 8 in his sole name legally and beneficially. He will provide the purchase price, disbursements and conveyancing costs partly from a mortgage loan from Santander UK plc (who are aware of the multiple sclerosis diagnosis but are satisfied with Kieran's financial ability to pay the mortgage), partly from an inheritance of £250,000 from his late grandfather and as to the remainder by way of a gift of £145,000 from Freya. Kieran has accepted the offer of mortgage on a repayment basis from Santander UK plc and we have been instructed to act for the bank in connection with this.

I have clarified that both Freya and Kieran have taken independent legal advice on the gift of £145,000 before instructing me and that both are happy to proceed on the basis this is a gift, not a loan, and is not repayable at any time and gives Freya no interest in Kieran's property.

I have received an email from Estates LLP, the Sellers' lawyer, in relation to Plot 8, confirming their adoption of the Law Society Conveyancing Protocol (**the Protocol**). Our firm also adopts the Protocol.

I would like you to take over the day-to-day conduct of our clients' matters.

DOCUMENT 2

ATTENDANCE NOTES (clients seen individually)

FREYA BAILEY

Date: 11 June 2026
Time engaged: 25 minutes
Attending: Susan Shah
Clients' full names: Freya Bailey
Address: Cranley Farm, Midhurst, West Sussex GU29 6NH
Telephone number: 07429 662198

Details of sale

Property to be sold: Cranley Farm, Midhurst, West Sussex GU29 6NH
Sale price: £1,450,000
Buyers: Asree Tham-Boon and Arong Chaidee
Buyers' lawyers: Harts LLP, 3 Petersfield Road, Midhurst, West Sussex GU29 3TD
(Rachael Hart acting)
Mortgage: None
Fixtures and fittings: Freya is to complete Form TA10 but has stated that she wishes to remove the log burner in the sitting room of Cranley Farm because this was installed recently.
Costs, etc.: Fixed fee quoted of £1,850 plus VAT and disbursements. Client care and complaints procedure dealt with and an appropriate engagement letter sent. **[Note to candidates: not supplied.]**
Action taken: Initial correspondence sent to Buyers' lawyers informing them that we will be adopting the Protocol and asking them to confirm their instructions.

Document 2 continued

KIERAN BAILEY

Date: 11 June 2026
Time engaged: 30 minutes
Attending: Susan Shah
Clients' full names: Kieran Bailey
Address: Cranley Farm, Midhurst, West Sussex GU29 6NH
Telephone number: 07429 843233

Details of purchase

Property: Plot 8, The Rise, Ovingdean, Brighton BN2 9DR
Sellers: Solid WorX, 6 Arundel Terrace, Brighton BN1 5BR
Sellers' lawyer: Estates LLP, 75 Upper Bedford Street, Brighton BN1 3DY
(Theo Chemogne acting)
Purchase price: £600,000
Contents: All carpets, blinds and integral white goods (the apportioned value of which is £10,000) are included in the Purchase price. The Sellers will also landscape the garden (see **Additional information** below).
Mortgage: Application to Santander UK plc for a £230,000 loan. Offer received and accepted. We are instructed to act on its behalf.
Survey: None arranged by Kieran. Santander UK plc will carry out mortgage valuation. Property is a new build.
Completion date: Property nearing completion. Probably end of July 2026.
Linked transaction: To tie in with Freya Bailey's sale of Cranley Farm.
Finance: Ten per cent deposit is to be paid out of a gift of £145,000 from Freya. The full gift of £145,000 is to be made to Kieran out of the deposit money received by Freya on exchange of contracts on Cranley Farm. The remainder of purchase price, costs and disbursements will be funded by the Santander UK plc mortgage loan, the inheritance and the unused balance of the gift of £145,000. Any remainder of the gift, along with Kieran's savings, will go towards the extension (see below) and physical adaptations to the bungalow.
Costs, etc.: Fixed fee quoted of £1,350 plus VAT and disbursements. Client care and complaints procedure dealt with and an appropriate engagement letter sent. **[Note to candidates: not supplied.]**

Additional information:

Although Kieran works primarily as an engineer, he is also an accomplished carpenter. As a result of him recently advertising this skill on a local neighbourhood group web page, he has made and sold some unique furniture. He has received orders for more furniture from various customers so he is keen to continue this income opportunity in his new bungalow.

He wishes to add a small 4 m × 4 m extension at the rear of the bungalow to give him more room in the kitchen and dining area for future use of mobility aids should these be necessary, and to incorporate a workshop area for his carpentry.

Plot 8 is nearing practical completion but Kieran has not been given a firm date as to when this will be achieved. Once Plot 8 is physically complete and the boundary fence has been erected (see the Information Sheet provided by the Sellers' lawyers (**Document 7**)), the Sellers will then landscape the garden at the property.

DOCUMENT 3

**CONVEYANCE DATED 23 MAY 1980 RELATING TO
CRANLEY FARM, MIDHURST, WEST SUSSEX GU29 6NH**

THIS CONVEYANCE is made the 23rd day of May One thousand nine hundred and eighty BETWEEN **DINA PATESH** of Cranley Farm Midhurst in the County of West Sussex (hereinafter called "the Vendor") of the one part and **NORMAN GRANT** of 12 Petersfield Road Petersfield in the County of West Sussex (hereinafter called "the Purchaser") of the other part

WHEREAS

- (1) The Vendor is seised of the property hereinafter described for an estate in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances
- (2) The Vendor has agreed to sell the said property to the Purchaser for the sum of forty-eight thousand pounds (£48,000)

NOW THIS DEED WITNESSETH as follows:

1. In consideration of the sum of FORTY-EIGHT THOUSAND POUNDS (£48,000) paid by the Purchaser to the Vendor (the receipt of which sum the Vendor hereby acknowledges) the Vendor as beneficial owner **HEREBY CONVEYS** unto the Purchaser **ALL THAT** freehold land together with the dwelling built thereon and known as Cranley Farm Midhurst in the County of West Sussex as delineated on the plan annexed hereto and thereon edged red ("the Property") **TOGETHER WITH** the right to pass and repass with or without vehicles at all times of the day and night over the track on the eastern side of the Property subject to contributing a fair proportion of the cost of maintaining the same **TO HOLD** unto the Purchaser for an estate in fee simple **SUBJECT TO** the covenants set out in the Schedule hereto but otherwise free from incumbrances.
2. With the object and intent of binding the Property and affording protection to the Vendor's retained land as shown edged blue on the said plan the Purchaser for himself and all those deriving title under him **HEREBY COVENANTS** to observe and perform the covenants set out in the Schedule hereto.

THE SCHEDULE (hereinbefore referred to)

- (1) Not to use the Property for any trade or business which might cause a nuisance to the owners or occupiers of the Vendor's retained land.
- (2) Not to extend the Property or alter any building thereon nor erect any shed summerhouse or treehouse without first submitting plans for approval to the Vendor.
- (3) Not to allow the boundary fence at the rear of the Property marked with an inward "T" on the plan annexed hereto to fall into disrepair.
- (4) Not to lop top or fell any tree within the curtilage of the Property without the prior written consent of the Vendor.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first before written

Signed sealed and delivered D. Patesh LS

by DINA PATESH

in the presence of:

Albert Fenton

1, Cranley Farm Cottages

Midhurst

West Sussex

Farmhand

Signed sealed and delivered

by NORMAN GRANT N Grant LS

in the presence of:

Linda Thomas

Solicitor

Southalls Solicitors

Merton

London

[NOTE TO CANDIDATES: You should assume that this area became a compulsory land registration area in 1990.]

[NOTE TO CANDIDATES: You may assume that this conveyance has been duly stamped with the correct ad valorem and particular delivered (PD) stamps.]

[NOTE TO CANDIDATES: You may assume that the plan referred to on the Conveyance is correctly coloured, to scale and acceptable for land registration purposes. The plan has not been supplied and is not required for this assessment.]

DOCUMENT 4

**DEED OF GIFT DATED 4 DECEMBER 1997 RELATING TO CRANLEY FARM, MIDHURST, WEST SUSSEX
GU29 6NH**

THIS DEED OF GIFT is made the 4th December 1997 BETWEEN **NORMAN GRANT** of Cranley Farm, Midhurst, West Sussex GU29 6NH (hereinafter called "the Donor") of the one part and **FREYA BAILEY** of 17 Bell Crescent, Midhurst, West Sussex GU29 6AM (hereinafter called "the Donee") of the other part

WHEREAS:

- (1) The Donor is seised of the property hereinafter described for an estate in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances
- (2) The Donor has agreed to convey the said property to the Donee in the manner hereinafter appearing

NOW THIS DEED WITNESSETH as follows:

1. IN CONSIDERATION of his natural love and affection for the Donee the Donor as beneficial owner **HEREBY CONVEYS** unto the Donee **ALL THAT** property known as Cranley Farm, Midhurst, West Sussex GU29 6NH as shown edged red on the plan annexed to a Conveyance dated 23rd May 1980 and made between Dina Patesh of the one part and the Donor of the other part ("the Conveyance") **TO HOLD** unto the Donee for an estate in fee simple **TOGETHER WITH** the right granted in the Conveyance but **SUBJECT TO** the covenants contained in the Conveyance.

2. THE DONEE (with the object and intent of affording the Donor a full and sufficient indemnity in respect of any breach of the said covenants but not further or otherwise) **HEREBY COVENANTS** with the Donor and any person deriving title under him that the Donee will at all times hereafter observe and perform the said covenants and shall keep the Donor and his estate and effects indemnified against all actions claims demands and liabilities in respect thereof so long as the same shall affect the property hereby conveyed and remain subsisting and capable of taking effect.

3. IT IS HEREBY CERTIFIED that this deed falls within category L in the schedule to the Stamp Duty (Exempt Instruments) Regulations 1987.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first before written

Signed sealed and delivered

by NORMAN GRANT

N Grant **LS**

in the presence of:

Linda Thomas

Solicitor

Southalls Solicitors

Merton

London

Signed sealed and delivered

by FREYA BAILEY

F Bailey **LS**

in the presence of:

Joseph Dube

Solicitor

Heart and Co Solicitors

Midhurst

West Sussex

[NOTE TO CANDIDATES: You should assume that this area became a compulsory land registration area in 1990.]

DOCUMENT 5

OFFICIAL COPY OF THE REGISTER OF TITLE FOR
THE RISE, OIVINGDEAN, BRIGHTON BN2 9DR

[NOTE TO CANDIDATES: THE TITLE PLAN HAS NOT BEEN SUPPLIED AND IS NOT REQUIRED.]



HM Land Registry

Official copy
of register of
title

Title number **BN4297513**

Edition date **15.03.2024**

- This official copy shows the entries subsisting on the register on 11 May 2026 at 09:33:54.
- This date must be quoted as the 'search from date' in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 11 May 2026 at 09:33:54.
- Under s.67 of the Land Registration Act 2002 this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Portsmouth Office.

A: Property Register

This register describes the land and estate comprised in the title.

BRIGHTON & HOVE

1. (15.03.2024) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being The Rise Ovingdean Brighton (BN2 9DR).

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title: Absolute

1. (15.03.2024) PROPRIETOR: XAVIER DENE and FRIEDRICH AUER (trading as SolidWorX) of 98 Bond Street Brighton (BN1 1RD)
2. (15.03.2024) The price stated to have been paid on 20 February 2024 was £550,000.
3. (15.03.2024) RESTRICTION. No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court
4. (15.03.2024) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 20 February 2024 in favour of Shawbrook Bank Limited referred to in the Charges Register.
5. (15.03.2024) The transfer to the Proprietors contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

This register contains any charges and any other matters that affect the land.

- 1 (15.03.2024) A conveyance of the land in this title dated 28 July 1973 and made between (1) Michael Stuart and (2) Charles Booth-Gibson contains the following covenants:

"The Purchaser for himself and his successors in title and so as to bind each and every part of the land hereby conveyed and to benefit each and every part of the neighbouring and adjoining land of the Vendor covenants with the Vendor and his successors in title to observe and perform the stipulations set out below:
 1. Not to park a caravan, house on wheels or large vehicle on the land hereby conveyed.
 2. Not to use the land hereby conveyed for any purpose other than as a single private dwellinghouse.
- 2 (15.03.2024) REGISTERED CHARGE dated 20 February 2024.

3 (15.03.2024) Proprietor: SHAWBROOK BANK LIMITED of Lutea House,
Warley Hill Business Park, The Drive, Great Warley, Brentwood,
Essex CM13 3BE

End of register

DOCUMENT 6
INFORMATION SHEET IN RELATION TO
PLOT 8, THE RISE, OIVINGDEAN, BRIGHTON BN2 9DR

| | |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Background | The Sellers bought the land known as The Rise in 2024. The Sellers are an established local building firm known as SolidWorX and are registered with the National House Building Council. The Sellers are now undertaking a residential development on The Rise. |
| Development: | The development consisting of eight single-storey bungalows set around a no-through road to be known as The Rise, Ovingdean, Brighton BN2 9DR in the rural residential suburb of Ovingdean, close to the city of Brighton. Plot 8 is nearing structural completion and should be ready for occupation in July/August 2026. |
| Sellers: | Xavier Dene and Friedrich Auer (trading as SolidWorX) 98 Bond Street, Brighton BN1 1RD |
| Plan: | The plan showing Plot 8 (edged red and comprising the bungalow and its garden), the Retained Land (edged blue and comprising the remainder of the land within the Sellers' Title) and the Road (coloured yellow). The Plan will be annexed to the contract and the transfer. |
| Property: | Plot 8, The Rise, Ovingdean, Brighton BN2 9DR (to be known as 8, The Rise, Ovingdean as above) as shown edged red on the Plan. |
| Road: | The new access road called The Rise serving the Development and shown coloured yellow on the Plan. |
| Transaction | This is a freehold purchase. |
| Retained Land | Plot 8 has been built on land adjoining the Retained Land (the remainder of the land within the Sellers' Title edged blue on the Plan). |
| Sellers' Title | The Sellers' Title to The Rise as registered under title number BN4297513. Official copies of the Sellers' Title have been or will be supplied to the buyer's lawyers. The Land Registry have |

produced Form CI (in lieu of a title plan) to confirm that Plot 8 is included in the Sellers' title.

[NOTE TO CANDIDATES: FORM CI HAS NOT BEEN REPRODUCED AND IS NOT REQUIRED.]

Planning, etc.

The buyer's lawyers have been or will be supplied with the planning permission for Plot 8. All conditions have been or will be complied with by the Sellers. No further information will be supplied.

The buyer's lawyers have been or will be supplied with the Building Regulations approval. All requirements for approval have been or will be complied with by the Sellers. No further information will be supplied.

NHBC Buildmark

The relevant NHBC documentation will be supplied to the buyer's lawyers.

Extras

The following will be included in the purchase price:

- carpets throughout the property
- blinds
- integral white goods
- landscaping of the garden

Boundaries

The Sellers will erect a close boarded fence along the rear boundary of Plot 8 and the buyer will be responsible for the future maintenance of that boundary fence.

Disputes, Adverse Rights, etc.

The Sellers are unaware of any other than those disclosed in the title documents supplied to the buyer's lawyers.

Services and Roads

New foul and surface water drainage systems have been constructed in accordance with a s104 Water Industry Act 1991 Agreement ("s104 Agreement") to which Plot 8 will be connected. All conditions have been or will be complied with by the Sellers. A copy of the s104 Agreement will be supplied to the buyer's lawyers. No further information will be supplied in this respect.

The Road will remain a private road and will not be adopted by the local authority. The Road will be constructed to the required standard and access to and from Plot 8 over the Road will be granted in the Transfer of Plot 8 in favour of the buyer. The buyer will also be required to pay one eighth of the costs of any future repair and maintenance of the Road.

The Sellers have agreed all the necessary arrangements in relation to services for gas, electricity, internet and telephone with the relevant suppliers. Plot 8 will have all the necessary connections available on completion, along with rights granted in the Transfer of Plot 8 to use any pipes, wires, cables or other similar conduit that pass through, over or under the Retained Land. Plot 8 will also be subject to any similar rights reserved in favour of the Retained Land.

No rights over the Retained Land will be implied.

Brighton Road is adopted and maintained at the public expense.

Legal Completion

On notification by the Sellers' lawyers that legal completion has taken place, the selling agents will be instructed to release the keys.

NOTE: Definitions used in the draft Contract relating to Plot 8 have the same meaning when also used in this Information Sheet.

DOCUMENT 7

EXTRACT FROM THE DRAFT CONTRACT IN RELATION TO PLOT 8, THE RISE, OIVINGDEAN, BRIGHTON BN2 9DR

THIS AGREEMENT is made on day of 2026

BETWEEN

1. **XAVIER DENE** and **FRIEDRICH AUER** (trading as SolidWorX) of 98 Bond Street Brighton BN1 1RD (“**the Sellers**”)
2. **KIERAN BAILEY** of Cranley Farm, Midhurst, West Sussex GU29 6NH (“**the Buyer**”)

AGREEMENT

1 **Definitions**

In this Agreement the following definitions apply:

| | |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| Buyer’s Lawyers | Kempstons, The Manor House, Bedford, MK42 7AB |
| Deposit | 10% of the Purchase price |
| Extras | Carpets, blinds, integral white goods and garden landscaping (included in the Purchase price) |
| Holding Deposit | £500 (paid to Agents) |
| NHBC | National House Building Council |
| Legal Completion Date | 10 days after the Practical Completion Notice has been served (excluding the day of service) |
| Plan | The plan annexed hereto and showing the Property edged in red, the Retained Land edged in blue and the Road coloured yellow |
| Practical Completion Notice | Written notice from the Sellers that the Property is practically complete sent to the Buyer’s Lawyers |
| Property | Plot 8, The Rise, Ovingdean, Brighton BN2 9DR as delineated and edged red on the Plan |
| Purchase Price | £600,000 |
| Retained Land | The Sellers’ retained land shown edged blue on the Plan |
| Road | The access road called the Rise and shown coloured yellow on the Plan |
| Sellers’ Lawyers | Estates LLP, 75 Upper Bedford Street, Brighton BN1 3DY: for the attention of Theo Chemogne (tchemogne@estates.co.uk) |

| | |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sellers' Title | Registered title number BN4297513 (as at the date and time of the official copies previously supplied by the Sellers' Lawyers to the Buyer's Lawyers) |
| Sellers' Works | The works described in clause 2 of this Agreement |
| Standard Conditions | Standard Conditions of Sale (5th edition – 2018 revision) |

2 **Sellers' Works**

- 2.1 The Sellers hereby undertake to build a three-bedroomed 'L-shaped' bungalow and integral garage in a good and workmanlike manner on the Property in accordance with the plans and specifications previously disclosed to the Buyer and in accordance with the planning permission and building regulations approved by Brighton & Hove City Council.
- 2.2 The Sellers must serve a Practical Completion Notice when the Sellers' Works described in Clause 2.1 are practically complete.
- 2.3 The Sellers also undertake to erect a two-metre close boarded fence along the rear boundary of the Property and the Sellers and to landscape the garden of the Property appropriately.

3 **Deposit**

The Buyer must pay the Deposit to the Sellers' Lawyers on the date of this Agreement (with credit being given for the amount of the Holding Deposit previously paid by the Buyer). The Sellers' Lawyers will hold the Deposit as agent for the Sellers.

4 **Warranty and insurance cover**

The Sellers' Lawyers must provide the Buyer's Lawyers with sufficient evidence from the NHBC that the Property is covered by an NHBC Buildmark Warranty from the date of this Agreement.

5 **Legal Completion**

Completion of the sale and purchase of the Property must occur on the Legal Completion Date. The keys will be released once the balance of the Purchase Price has been received into the client account of the Sellers' Lawyers. The Estate Agents will then be instructed to release the keys.

6 **Snagging**

The Sellers may issue the Practical Completion Notice notwithstanding that there are minor defects (**Snagging Items**) in the Sellers' Works which do not prevent the Buyer from taking occupation of, and residing in, the Property.

The Sellers will detail the Snagging Items in the Practical Completion Notice and will undertake to remedy those items to the reasonable satisfaction of the Buyer as soon as possible after legal completion.

The Buyer is not entitled to delay completion nor withhold payment of any sums due under this Agreement on account of the existence of any Snagging Items.

7 Covenants

In the Transfer of the Property to the Buyer, in addition to any provisions already specified in this Agreement, the Buyer will be bound by all existing covenants on the Sellers' Title so far as they affect the Property and will be required to use the Property as a private residence only, obtain the Sellers' approval to any alterations or extensions to the Property and maintain the rear boundary fence as specified in the draft Transfer to be supplied by the Sellers' Lawyers.

8 Services and roads

In the Transfer of the Property, the Sellers will grant the Buyer the right to connect into the new sewers and services serving the Property and the right to use the Road with or without vehicles to and from the Property, subject to the Buyer and the Buyer's successors paying a proportion of the amount to maintain the same.

STANDARD CONDITIONS OF SALE (5TH EDITION – 2018 REVISION)

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| <p>1. GENERAL</p> <p>1.1 Definitions</p> <p>1.1.1 In these conditions:</p> <p>(a) 'accrued interest' means:</p> <p>(i) if money has been placed on deposit or in a building society share account, the interest actually earned</p> <p>(ii) otherwise, the interest which might reasonably have been earned by depositing the money at interest on seven days' notice of withdrawal with a clearing bank less, in either case, any proper charges for handling the money</p> <p>(b) 'clearing bank' means a bank admitted by the Bank of England as a direct participant in its CHAPS system</p> <p>(c) 'completion date' has the meaning given in condition 6.1.1</p> <p>(d) 'contents price' means any separate amount payable for contents included in the contract</p> <p>(e) 'contract rate' means the Law Society's interest rate from time to time in force</p> <p>(f) 'conveyancer' means a solicitor, barrister, duly certified notary public, licensed conveyancer or recognised body under sections 9 or 23 of the Administration of Justice Act 1985</p> <p>(g) 'lease' includes sub-lease, tenancy and agreement for a lease or sub-lease</p> <p>(h) 'mortgage' means a mortgage or charge securing the repayment of money</p> <p>(i) 'notice to complete' means a notice requiring completion of the contract in accordance with condition 6.8</p> <p>(j) 'public requirement' means any notice, order or proposal given or made (whether before or after the date of the contract) by a body acting on statutory authority</p> <p>(k) 'requisition' includes objection</p> <p>(l) 'transfer' includes conveyance and assignment</p> <p>(m) 'working day' means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday.</p> <p>1.1.2 In these conditions the terms 'absolute title' and 'official copies' have the special meanings given to them by the Land Registration Act 2002.</p> <p>1.1.3 A party is ready, able and willing to complete:</p> <p>(a) if he could be, but for the default of the other party, and</p> <p>(b) in the case of the seller, even though the property remains subject to a mortgage, if the amount to be paid on completion enables the property to be transferred freed of all mortgages (except any to which the sale is expressly subject).</p> <p>1.1.4 These conditions apply except as varied or excluded by the contract.</p> <p>1.2 Joint parties</p> <p>If there is more than one seller or more than one buyer, the obligations which they undertake can be enforced against them all jointly or against each individually.</p> <p>1.3 Notices and documents</p> <p>1.3.1 A notice required or authorised by the contract must be in writing.</p> <p>1.3.2 Giving a notice or delivering a document to a party's conveyancer has the same effect as giving or delivering it to that party.</p> <p>1.3.3 Where delivery of the original document is not essential, a notice or document is validly given or sent if it is sent:</p> <p>(a) by fax, or</p> <p>(b) by e-mail to an e-mail address for the intended recipient given in the contract.</p> <p>1.3.4 Subject to conditions 1.3.5 to 1.3.7, a notice is given and a document is delivered when it is received.</p> <p>1.3.5</p> <p>(a) A notice or document sent through a document exchange is received when it is available for collection.</p> <p>(b) A notice or document which is received after 4.00 pm on a working day, or on a day which is not a working day, is to be treated as having been received on the next working day.</p> <p>(c) An automated response to a notice or document sent by e-mail that the intended recipient is out of the office is to be treated as proof that the notice or document was not received.</p> <p>1.3.6 Condition 1.3.7 applies unless there is proof:</p> <p>(a) that a notice or document has not been received, or</p> <p>(b) of when it was received.</p> <p>1.3.7 A notice or document sent by the following means is treated as having been received as follows:</p> <p>(a) by first-class post: before 4.00 pm on the second working day after posting</p> <p>(b) by second-class post: before 4.00 pm on the third working day after posting</p> <p>(c) through a document exchange: before 4.00 pm on the first working day after the day on which it would normally be available for collection by the addressee</p> <p>(d) by fax: one hour after despatch</p> <p>(e) by e-mail: before 4.00 pm on the first working day after despatch.</p> <p>1.4 VAT</p> <p>1.4.1 The purchase price and the contents price are inclusive of any value added tax.</p> <p>1.4.2 All other sums made payable by the contract are exclusive of any value added tax and where a supply is made which is chargeable to value added tax, the recipient of the supply is to pay the supplier (in addition to any other amounts payable under the contract) a sum equal to the value added tax chargeable on that supply.</p> <p>1.5 Assignment and sub-sales</p> <p>1.5.1 The buyer is not entitled to transfer the benefit of the contract.</p> <p>1.5.2 The seller cannot be required to transfer the property in parts or to any person other than the buyer.</p> <p>1.6 Third party rights</p> <p>Unless otherwise expressly stated nothing in this contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the contract.</p> <p>2. FORMATION</p> <p>2.1 Date</p> <p>2.1.1 If the parties intend to make a contract by exchanging duplicate copies by post or through a document exchange, the contract is made when the last copy is posted or deposited at the document exchange.</p> <p>2.1.2 If the parties' conveyancers agree to treat exchange as taking place before duplicate copies are actually exchanged, the contract is made as so agreed.</p> <p>2.2 Deposit</p> <p>2.2.1 The buyer is to pay or send a deposit of 10 per cent of the purchase price no later than the date of the contract.</p> <p>2.2.2 If a cheque tendered in payment of all or part of the deposit is dishonoured when first presented, the seller may, within seven working days of being notified that the cheque has been dishonoured, give notice to the buyer that the contract is discharged by the buyer's breach.</p> <p>2.2.3 Conditions 2.2.4 to 2.2.6 do not apply on a sale by auction.</p> <p>2.2.4 The deposit is to be paid:</p> <p>(a) by electronic means from an account held in the name of a conveyancer at a clearing bank to an account in the name of the seller's conveyancer or (in a case where condition 2.2.5 applies) a conveyancer nominated by him and maintained at a clearing bank, or</p> <p>(b) to the seller's conveyancer or (in a case where condition 2.2.5 applies) a conveyancer nominated by him by cheque drawn on a solicitor's or licensed conveyancer's client account</p> <p>2.2.5 If before completion date the seller agrees to buy another property in England and Wales for his residence, he may use all or any part of the deposit as a deposit in that transaction to be held on terms to the same effect as this condition and condition 2.2.6.</p> <p>2.2.6 Any deposit or part of a deposit not being used in accordance with condition 2.2.5 is to be held by the seller's conveyancer as stakeholder on terms that on completion it is paid to the seller with accrued interest.</p> | <p>2.3 Auctions</p> <p>2.3.1 On a sale by auction the following conditions apply to the property and, if it is sold in lots, to each lot.</p> <p>2.3.2 The sale is subject to a reserve price.</p> <p>2.3.3 The seller, or a person on his behalf, may bid up to the reserve price.</p> <p>2.3.4 The auctioneer may refuse any bid.</p> <p>2.3.5 If there is a dispute about a bid, the auctioneer may resolve the dispute or restart the auction at the last undisputed bid.</p> <p>2.3.6 The deposit is to be paid to the auctioneer as agent for the seller.</p> <p>3. MATTERS AFFECTING THE PROPERTY</p> <p>3.1 Freedom from incumbrances</p> <p>3.1.1 The seller is selling the property free from incumbrances, other than those mentioned in condition 3.1.2.</p> <p>3.1.2 The incumbrances subject to which the property is sold are:</p> <p>(a) those specified in the contract</p> <p>(b) those discoverable by inspection of the property before the date of the contract</p> <p>(c) those the seller does not and could not reasonably know about</p> <p>(d) those, other than mortgages, which the buyer knows about</p> <p>(e) entries made before the date of the contract in any public register except those maintained by the Land Registry or its Land Charges Department or by Companies House</p> <p>(f) public requirements.</p> <p>3.1.3 After the contract is made, the seller is to give the buyer written details without delay of any new public requirement and of anything in writing which he learns about concerning a matter covered by condition 3.1.2.</p> <p>3.1.4 The buyer is to bear the cost of complying with any outstanding public requirement and is to indemnify the seller against any liability resulting from a public requirement.</p> <p>3.2 Physical state</p> <p>3.2.1 The buyer accepts the property in the physical state it is in at the date of the contract unless the seller is building or converting it.</p> <p>3.2.2 A leasehold property is sold subject to any subsisting breach of a condition or tenant's obligation relating to the physical state of the property which renders the lease liable to forfeiture.</p> <p>3.2.3 A sub-lease is granted subject to any subsisting breach of a condition or tenant's obligation relating to the physical state of the property which renders the seller's own lease liable to forfeiture.</p> <p>3.3 Leases affecting the property</p> <p>3.3.1 The following provisions apply if any part of the property is sold subject to a lease.</p> <p>3.3.2</p> <p>(a) The seller having provided the buyer with full details of each lease or copies of the documents embodying the lease terms, the buyer is treated as entering into the contract knowing and fully accepting those terms.</p> <p>(b) The seller is to inform the buyer without delay if the lease ends or if the seller learns of any application by the tenant in connection with the lease; the seller is then to act as the buyer reasonably directs, and the buyer is to indemnify him against all consequent loss and expense.</p> <p>(c) Except with the buyer's consent, the seller is not to agree to any proposal to change the lease terms nor to take any step to end the lease.</p> <p>(d) The seller is to inform the buyer without delay of any change to the lease terms which may be proposed or agreed.</p> <p>(e) The buyer is to indemnify the seller against all claims arising from the lease after actual completion; this includes claims which are unenforceable against a buyer for want of registration.</p> <p>(f) The seller takes no responsibility for what rent is lawfully recoverable, nor for whether or how any legislation affects the lease.</p> <p>(g) If the let land is not wholly within the property, the seller may apportion the rent.</p> <p>4. TITLE AND TRANSFER</p> <p>4.1 Proof of title</p> <p>4.1.1 Without cost to the buyer, the seller is to provide the buyer with proof of the title to the property and of his ability to transfer it, or to procure its transfer.</p> <p>4.1.2 Where the property has a registered title the proof is to include official copies of the items referred to in rules 134(1)(a) and (b) and 135(1)(a) of the Land Registration Rules 2003, so far as they are not to be discharged or overridden at or before completion.</p> <p>4.1.3 Where the property has an unregistered title, the proof is to include:</p> <p>(a) an abstract of title or an epitome of title with photocopies of the documents, and</p> <p>(b) production of every document or an abstract, epitome or copy of it with an original marking by a conveyancer either against the original or an examined abstract or an examined copy.</p> <p>4.2 Requisitions</p> <p>4.2.1 The buyer may not raise requisitions:</p> <p>(a) on any title shown by the seller before the contract was made</p> <p>(b) in relation to the matters covered by condition 3.1.2.</p> <p>4.2.2 Notwithstanding condition 4.2.1, the buyer may, within six working days of a matter coming to his attention after the contract was made, raise written requisitions on that matter. In that event, steps 3 and 4 in condition 4.3.1 apply.</p> <p>4.2.3 On the expiry of the relevant time limit under condition 4.2.2 or condition 4.3.1, the buyer loses his right to raise requisitions or to make observations.</p> <p>4.3 Timetable</p> <p>4.3.1 Subject to condition 4.2 and to the extent that the seller did not take the steps described in condition 4.1.1 before the contract was made, the following are the steps for deducing and investigating the title to the property to be taken within the following time limits:</p> <table border="1"> <thead> <tr> <th>Step</th> <th>Time Limit</th> </tr> </thead> <tbody> <tr> <td>1. The seller is to comply with condition 4.1.1</td> <td>Immediately after making the contract</td> </tr> <tr> <td>2. The buyer may raise written requisitions</td> <td>Six working days after either the date of the contract or the date of delivery of the seller's evidence of title on which the requisitions are raised whichever is the later</td> </tr> <tr> <td>3. The seller is to reply in writing to any requisitions raised</td> <td>Four working days after receiving the requisitions</td> </tr> <tr> <td>4. The buyer may make written observations on the seller's replies</td> <td>Three working days after receiving the replies</td> </tr> </tbody> </table> <p>The time limit on the buyer's right to raise requisitions applies even where the seller supplies incomplete evidence of his title, but the buyer may, within six working days from delivery of any further evidence, raise further requisitions resulting from that evidence.</p> <p>4.3.2 The parties are to take the following steps to prepare and agree the transfer of the property within the following time limits:</p> <table border="1"> <thead> <tr> <th>Step</th> <th>Time Limit</th> </tr> </thead> <tbody> <tr> <td>A. The buyer is to send the seller a draft transfer</td> <td>At least twelve working days before completion date</td> </tr> <tr> <td>B. The seller is to approve or revise that draft and either return it or retain it for use as the actual transfer</td> <td>Four working days after delivery of the draft</td> </tr> <tr> <td>C. If the draft is returned the buyer is to send an engrossment to the seller</td> <td>At least five working days before completion date</td> </tr> </tbody> </table> <p>4.3.3 Periods of time under conditions 4.3.1 and 4.3.2 may run concurrently.</p> <p>4.3.4 If the period between the date of the contract and completion date is less than 15 working days, the time limits in conditions 4.2.2, 4.3.1 and 4.3.2 are to be reduced by the same proportion as that period bears to the period of 15 working days. Fractions of a working day</p> | Step | Time Limit | 1. The seller is to comply with condition 4.1.1 | Immediately after making the contract | 2. The buyer may raise written requisitions | Six working days after either the date of the contract or the date of delivery of the seller's evidence of title on which the requisitions are raised whichever is the later | 3. The seller is to reply in writing to any requisitions raised | Four working days after receiving the requisitions | 4. The buyer may make written observations on the seller's replies | Three working days after receiving the replies | Step | Time Limit | A. The buyer is to send the seller a draft transfer | At least twelve working days before completion date | B. The seller is to approve or revise that draft and either return it or retain it for use as the actual transfer | Four working days after delivery of the draft | C. If the draft is returned the buyer is to send an engrossment to the seller | At least five working days before completion date |
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| <p>arc to be rounded down except that the time limit to perform any step is not to be less than one working day.</p> <p>4.4 Defining the property The seller need not:</p> <ol style="list-style-type: none"> prove the exact boundaries of the property prove who owns fences, ditches, hedges or walls separately identify parts of the property with different titles <p>further than he may be able to do from information in his possession.</p> <p>4.5 Rents and rentcharges The fact that a rent or rentcharge, whether payable or receivable by the owner of the property, has been, or will on completion be, informally apportioned is not to be regarded as a defect in title.</p> <p>4.6 Transfer</p> <p>4.6.1 The buyer does not prejudice his right to raise requisitions, or to require replies to any raised, by taking any steps in relation to preparing or agreeing the transfer.</p> <p>4.6.2 Subject to condition 4.6.3, the seller is to transfer the property with full title guarantee.</p> <p>4.6.3 The transfer is to have effect as if the disposition is expressly made subject to all matters covered by condition 3.1.2 and, if the property is leasehold, is to contain a statement that the covenants set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to any breach of the tenant's covenants in the lease relating to the physical state of the property.</p> <p>4.6.4 If after completion the seller will remain bound by any obligation affecting the property which was disclosed to the buyer before the contract was made, but the law does not imply any covenant by the buyer to indemnify the seller against liability for future breaches of it:</p> <ol style="list-style-type: none"> the buyer is to covenant in the transfer to indemnify the seller against liability for any future breach of the obligation and to perform it from then on, and if required by the seller, the buyer is to execute and deliver to the seller on completion a duplicate transfer prepared by the buyer. <p>4.6.5 The seller is to arrange at his expense that, in relation to every document of title which the buyer does not receive on completion, the buyer is to have the benefit of:</p> <ol style="list-style-type: none"> a written acknowledgement of his right to its production, and a written undertaking for its safe custody (except while it is held by a mortgagee or by someone in a fiduciary capacity). <p>4.7 Membership of company Where the seller is, or is required to be, a member of a company that has an interest in the property or has management responsibilities for the property or the surrounding areas, the seller is, without cost to the buyer, to provide such documents on completion as will enable the buyer to become a member of that company.</p> <p>5. RISK, INSURANCE AND OCCUPATION PENDING COMPLETION</p> <p>5.1.1 The property is at the risk of the buyer from the date of the contract.</p> <p>5.1.2 The seller is under no obligation to the buyer to insure the property unless:</p> <ol style="list-style-type: none"> the contract provides that a policy effected by or for the seller and insuring the property or any part of it against liability for loss or damage is to continue in force, or the property or any part of it is let on terms under which the seller (whether as landlord or as tenant) is obliged to insure against loss or damage. <p>5.1.3 If the seller is obliged to insure the property under condition 5.1.2, the seller is to:</p> <ol style="list-style-type: none"> do everything necessary to maintain the policy permit the buyer to inspect the policy or evidence of its terms if before completion the policy suffers loss or damage: <ol style="list-style-type: none"> pay to the buyer on completion the amount of the policy monies which the seller has received, so far as not applied in repairing or reinstating the property, and if no final payment has then been received, assign to the buyer, at the buyer's expense, all rights to claim under the policy in such form as the buyer reasonably requires and pending execution of the assignment hold any policy monies received in trust for the buyer cancel the policy on completion. <p>5.1.4 Where the property is leasehold and the property, or any building containing it, is insured by a reversioner or other third party, the seller is to use reasonable efforts to ensure that the insurance is maintained until completion and if, before completion, the property or building suffers loss or damage the seller is to assign to the buyer on completion, at the buyer's expense, such rights as the seller may have in the policy monies, in such form as the buyer reasonably requires.</p> <p>5.1.5 If payment under a policy effected by or for the buyer is reduced, because the property is covered against loss or damage by an insurance policy effected by or on behalf of the seller, then, unless the seller is obliged to insure the property under condition 5.1.2, the purchase price is to be abated by the amount of that reduction.</p> <p>Section 47 of the Law of Property Act 1925 does not apply.</p> <p>5.2 Occupation by buyer</p> <p>5.2.1 If the buyer is not already lawfully in the property, and the seller agrees to let him into occupation, the buyer occupies on the following terms.</p> <p>5.2.2 The buyer is a licensee and not a tenant. The terms of the licence are that the buyer:</p> <ol style="list-style-type: none"> cannot transfer it may permit members of his household to occupy the property is to pay or indemnify the seller against all outgoings and other expenses in respect of the property is to pay the seller a fee calculated at the contract rate on a sum equal to the purchase price (less any deposit paid) for the period of the licence is entitled to any rents and profits from any part of the property which he does not occupy is to keep the property in as good a state of repair as it was in when he went into occupation (except for fair wear and tear) and is not to alter it if the property is leasehold, is not to do anything which puts the seller in breach of his obligations in the lease, and is to quit the property when the licence ends. <p>5.2.3 The buyer is not in occupation for the purposes of this condition if he merely exercises rights of access given solely to do work agreed by the seller.</p> <p>5.2.4 The buyer's licence ends on the earliest of: completion date, rescission of the contract or when five working days' notice given by one party to the other takes effect.</p> <p>5.2.5 If the buyer is in occupation of the property after his licence has come to an end and the contract is subsequently completed he is to pay the seller compensation for his continued occupation calculated at the same rate as the fee mentioned in condition 5.2.2(d).</p> <p>5.2.6 The buyer's right to raise requisitions is unaffected.</p> <p>6. COMPLETION</p> <p>6.1 Date</p> <p>6.1.1 Completion date is twenty working days after the date of the contract but time is not of the essence of the contract unless a notice to complete has been served.</p> <p>6.1.2 If the money due on completion is received after 2.00 pm, completion is to be treated, for the purposes only of conditions 6.3 and 7.2, as taking place on the next working day as a result of the buyer's default.</p> <p>6.1.3 Condition 6.1.2 does not apply and the seller is treated as in default if:</p> <ol style="list-style-type: none"> the sale is with vacant possession of the property or any part of it, and the buyer is ready, able and willing to complete but does not pay the money due on completion until after 2.00 pm because the seller has not vacated the property or that part by that time. <p>6.2 Arrangements and place</p> <p>6.2.1 The buyer's conveyancer and the seller's conveyancer are to co-operate in agreeing arrangements for completing the contract.</p> <p>6.2.2 Completion is to take place in England and Wales, either at the seller's conveyancer's office or at some other place which the seller reasonably specifies.</p> <p>6.3 Apportionments</p> <p>6.3.1 On evidence of proper payment being made, income and outgoings of the property are to be apportioned between the parties so far as the change of ownership on completion will affect entitlement to receive or liability to pay them.</p> <p>6.3.2 If the whole property is sold with vacant possession or the seller exercises his option in condition 7.2.4, apportionment is to be made with effect from the date of actual completion; otherwise, it is to be made from completion date.</p> <p>6.3.3 In apportioning any sum, it is to be assumed that the seller owns the property until the end of the day from which apportionment is made and that the sum accrues from day to day at the rate at which it is payable on that day.</p> <p>6.3.4 For the purpose of apportioning income and outgoings, it is to be assumed that they accrue at an equal daily rate throughout the year.</p> <p>6.3.5 When a sum to be apportioned is not known or easily ascertainable at completion, a provisional apportionment is to be made according to the best estimate available. As soon as the amount is known, a final apportionment is to be made and notified to the other party. Any resulting</p> | <p>balance is to be paid no more than ten working days later, and if not then paid the balance is to bear interest at the contract rate from then until payment.</p> <p>6.3.6 Compensation payable under condition 5.2.5 is not to be apportioned.</p> <p>6.4 Amount payable The amount payable by the buyer on completion is the purchase price and the contents price (less any deposit already paid to the seller or his agent) adjusted to take account of:</p> <ol style="list-style-type: none"> apportionments made under condition 6.3 any compensation to be paid or allowed under condition 7.2 any sum payable under condition 5.1.3. <p>6.5 Title deeds</p> <p>6.5.1 As soon as the buyer has complied with all his obligations under this contract on completion the seller must hand over the documents of title.</p> <p>6.5.2 Condition 6.5.1 does not apply to any documents of title relating to land being retained by the seller after completion.</p> <p>6.6 Rent receipts The buyer is to assume that whoever gave any receipt for a payment of rent or service charge which the seller produces was the person or the agent of the person then entitled to that rent or service charge.</p> <p>6.7 Means of payment The buyer is to pay the money due on completion by a direct transfer of cleared funds from an account held in the name of a conveyancer at a clearing bank and, if appropriate, an unconditional release of a deposit held by a stakeholder.</p> <p>6.8 Notice to complete</p> <p>6.8.1 At any time after the time applicable under condition 6.1.2 on completion date, a party who is ready, able and willing to complete may give the other a notice to complete.</p> <p>6.8.2 The parties are to complete the contract within ten working days of giving a notice to complete, excluding the day on which the notice is given. For this purpose, time is of the essence of the contract.</p> <p>6.8.3 On receipt of a notice to complete:</p> <ol style="list-style-type: none"> if the buyer paid no deposit, he is forthwith to pay a deposit of 10 per cent if the buyer paid a deposit of less than 10 per cent, he is forthwith to pay a further deposit equal to the balance of that 10 per cent. <p>7. REMEDIES</p> <p>7.1 Errors and omissions</p> <p>7.1.1 If any plan or statement in the contract, or in the negotiations leading to it, is or was misleading or inaccurate due to an error or omission by the seller, the remedies available to the buyer are as follows.</p> <ol style="list-style-type: none"> When there is a material difference between the description or value of the property, or of any of the contents included in the contract, as represented and as it is, the buyer is entitled to damages. <ol style="list-style-type: none"> An error or omission only entitles the buyer to rescind the contract: <ol style="list-style-type: none"> where it results from fraud or recklessness, or where he would be obliged, to his prejudice, to accept property differing substantially (in quantity, quality or tenure) from what the error or omission had led him to expect. <p>7.1.2 If either party rescinds the contract</p> <ol style="list-style-type: none"> unless the rescission is a result of the buyer's breach of contract the deposit is to be repaid to the buyer with accrued interest the buyer is to return any documents he received from the seller and is to cancel any registration of the contract. <p>7.2 Late completion</p> <p>7.2.1 If there is default by either or both of the parties in performing their obligations under the contract and completion is delayed, the party whose total period of default is the greater is to pay compensation to the other party.</p> <p>7.2.2 Compensation is calculated at the contract rate on an amount equal to the purchase price, less (where the buyer is the paying party) any deposit paid, for the period by which the paying party's default exceeds that of the receiving party, or, if shorter, the period between completion date and actual completion.</p> <p>7.2.3 Any claim for loss resulting from delayed completion is to be reduced by any compensation paid under this contract.</p> <p>7.2.4 Where the buyer holds the property as tenant of the seller and completion is delayed, the seller may give notice to the buyer, before the date of actual completion, that he intends to take the net income from the property until completion. If he does so, he cannot claim compensation under condition 7.2.1 as well.</p> <p>7.3 After completion Completion does not cancel liability to perform any outstanding obligation under this contract.</p> <p>7.4 Buyer's failure to comply with notice to complete</p> <p>7.4.1 If the buyer fails to complete in accordance with a notice to complete, the following terms apply.</p> <p>7.4.2 The seller may rescind the contract, and if he does so:</p> <ol style="list-style-type: none"> he may: <ol style="list-style-type: none"> forfeit and keep any deposit and accrued interest resell the property and any contents included in the contract claim damages the buyer is to return any documents he received from the seller and is to cancel any registration of the contract. <p>7.4.3 The seller retains his other rights and remedies.</p> <p>7.5 Seller's failure to comply with notice to complete</p> <p>7.5.1 If the seller fails to complete in accordance with a notice to complete, the following terms apply.</p> <p>7.5.2 The buyer may rescind the contract, and if he does so:</p> <ol style="list-style-type: none"> the deposit is to be repaid to the buyer with accrued interest the buyer is to return any documents he received from the seller and is, at the seller's expense, to cancel any registration of the contract. <p>7.5.3 The buyer retains his other rights and remedies.</p> <p>8 LEASEHOLD PROPERTY</p> <p>8.1 Existing leases</p> <p>8.1.1 The following provisions apply to a sale of leasehold land.</p> <p>8.1.2 The seller having provided the buyer with copies of the documents embodying the lease terms, the buyer is treated as entering into the contract knowing and fully accepting those terms.</p> <p>8.2 New leases</p> <p>8.2.1 The following provisions apply to a contract to grant a new lease.</p> <p>8.2.2 The conditions apply so that:</p> <p>'seller' means the proposed landlord</p> <p>'buyer' means the proposed tenant</p> <p>'purchase price' means the premium to be paid on the grant of a lease.</p> <p>8.2.3 The lease is to be in the form of the draft attached to the contract.</p> <p>8.2.4 If the term of the new lease will exceed seven years, the seller is to deduce a title which will enable the buyer to register the lease at the Land Registry with an absolute title.</p> <p>8.2.5 The seller is to engross the lease and a counterpart of it and is to send the counterpart to the buyer at least five working days before completion date.</p> <p>8.2.6 The buyer is to execute the counterpart and deliver it to the seller on completion.</p> <p>8.3 Consent</p> <p>8.3.1</p> <ol style="list-style-type: none"> The following provisions apply if a consent to let, assign or sub-let is required to complete the contract. In this condition 'consent' means consent in the form which satisfies the requirement to obtain it. <p>8.3.2</p> <ol style="list-style-type: none"> The seller is to apply for the consent at his expense, and to use all reasonable efforts to obtain it. The buyer is to provide all information and references reasonably required. <p>8.3.3 Unless he is in breach of his obligation under condition 8.3.2, either party may rescind the contract by notice to the other party if three working days before completion date (or before a later date on which the parties have agreed to complete the contract):</p> <ol style="list-style-type: none"> the consent has not been given, or the consent has been given subject to a condition to which a party reasonably objects. In that case, neither party is to be treated as in breach of contract and condition 7.1.2 applies. <p>9 CONTENTS</p> <p>9.1 The following provisions apply to any contents which are included in the contract, whether or not a separate price is to be paid for them.</p> <p>9.2 The contract takes effect as a contract for sale of goods.</p> <p>9.3 The buyer takes the contents in the physical state they are in at the date of the contract.</p> <p>9.4 Ownership of the contents passes to the buyer on actual completion</p> |
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End of the case study materials

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