CONTRACT

Incorporating the Standard Conditions of Sale (Fifth Edition)

Date:

Seller:

Buyer:

Property (freehold/leasehold):

Title number/root of title:

Specified incumbrances:

Title guarantee (full/limited):

Completion date:

Contract rate:

Purchase price:

Deposit:

Contents price (if separate):

Balance:

The seller will sell and the buyer will buy the property for the purchase price.

WARNING

This is a formal document, designed to create legal rights and legal obligations. Take advice before using it.

Signed

Seller/Buyer
2.3.3 The seller, or a person on his behalf, may bid up to the reserve price.

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.

2.3.6 The deposit is to be paid to the auctioneer as agent for the seller.

3.1.1 Freedom from incumbrances

The seller is selling the property free from incumbrances, other than those mentioned in condition 3.1.2.

3.1.2 The incumbrances to which the property is subject are:

(a) those specified in the draft
(b) those discovered by inspection of the property before the date of the contract.
(c) of which the seller does not have knowledge.
(d) those, other than mortgages, which the buyer knows about.
(e) matters 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.

3.2.1 Physical state

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.

3.2.2 The buyer is bound to complete the contract in accordance with the conditions for
leasing the property stated in section 1 of the contract. If there is any difficulty the
buyer is bound to lease the property in accordance with the conditions for leasing
the property stated in section 1 of the contract.

3.3.1 Leases affecting the property

The following provisions apply if any of the property is subject to a lease:

(a) the buyer has the benefit of 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 being bound by all the conditions of the lease.
(b) the buyer is to inform the vendor of any delay if the lease ends or if the
drafts are any application to be granted by the vendor. The vendor is to act as to
be sure that the buyer reasonably defends on account of any consequence
consequent on or in connection with that lease.
(c) Except with the buyer's consent, the buyer is not to agree to any proposal to
change the lease or agreement of the lease.
(d) The buyer is to notify the vendor of the landlord of any delay of any of the
terms which have been or are about to be proposed on the lease.
(e) The vendor is to indemnify the buyer against all claims arising from the
lease after actual delivery of possession, including claims which are unenforceable against a buyer for want of
registration.

4. TITLE AND TRANSFER OF STICK

4.1.1 Without cost to the buyer, the seller is to provide the buyer with a proof of the title to the
property and of his ability to transfer it.

4.2.1 Where the property has a registered title the property is to include official copies of the items
set out in rules 4(b) and 13(b) of the Land Registration Rules 2003, so far as they are
not to be discharged or overridden after completion.

4.2.2 The buyer is to provide or agree the transfer of the property in accordance with the
conditions for transferring the property.

4.2.3 The buyer is to pay the transfer fee in accordance with the conditions for transferring the
property, and is to indemnify the seller against all consequential costs.

4.2.4 The seller is to comply with immediately at no cost to the seller.

4.2.5 The seller is to notify the buyer of any breach of the contract.

4.2.6 The seller is to indemnify the buyer against all consequential costs.

5.1.1 Assignment and sub-sales

The buyer is not to be bound to the third parties.

5.2.2 The buyer is to indemnify the seller against all consequential costs.

6.1.1 Freedom from incumbrances

The seller is selling the property free from incumbrances, other than those mentioned in
condition 6.1.2.

6.1.2 The incumbrances to which the property is subject are:

(a) `accrued interest' means:
   (A) `accrued interest' means:
   (a) the difference between the sum payable under the
contract and the amount actually paid on completion
(B) `accrued interest' means:
   (a) the difference between the sum payable under the
contract and the amount actually paid on completion
(c) `accrued interest' means:
   (a) the difference between the sum payable under the
contract and the amount actually paid on completion
(d) `accrued interest' means:
   (a) the difference between the sum payable under the
contract and the amount actually paid on completion
6.2.1 Periods of time under conditions 6.2.1 to 6.2.3 may run concurrently.

6.2.2 On the expiry of the relevant time limit under condition 6.2.1 or condition 6.2.1 the
buyer is to exercise the option to make a replacement application for the
contract.

6.2.3 The parties are to make the application for the transfer of the property in accordance with
the following time limits.

6.2.4 The buyer is to send the application to the

6.2.5 The seller is to deliver the transfer draft to the buyer within

6.2.6 The buyer is to deliver the transfer draft to the
clearing bank.

6.3.1 Periods of time under conditions 6.3.1 to 6.3.3 may run concurrently.

6.3.2 If the period between the date of the contract and completion date is less than 15 working days,
the time limits in accordance with condition 6.3.2 are to be reduced by the same proportion
as that period bears to the period of 15 working days.

6.3.3 If the buyer fails to deliver the transfer draft to the clearing bank within 15 working days,
the buyer is to be deemed not to have acted.

6.4.1 Freedom from incumbrances

The property is free from incumbrances,

(a) the rent in the whole property, has been, or will on completion be, informally apportioned is not to be regarded as

6.4.2 The seller is to comply with immediately at no cost to the seller.

6.4.3 The seller is to indemnify the buyer against all consequential costs.
6.2 The buyer's conveyancer and the seller's conveyancer are to co-operate in agreeing
6.1 Completion date is twenty working days after the date of the contract but time is not of the
6.3 Compensation payable under condition 5.2.5 is not to be apportioned.
5.2.6 The buyer is a licensee and not a tenant. The terms of the licence are that the buyer:
5.1.1 The property is at the risk of the buyer from the date of the contract
5.2.4 The property or building suffers loss or damage the seller is to assign to the buyer on completion;
6.6 Rent receipts
6.5
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
8.2.1 The following provisions apply to a contract to grant a new lease.
8.3.2 (a) The seller is to apply for the consent at his expense, and to use all reasonable efforts
8.3.3 Unless he is in breach of his obligation under condition 8.3.2, either party may rescind the
8.3.1 (a) The following provisions apply if a consent to let, assign or sub-let is required to
8.3.2 'purchase price' means the premium to be paid on the grant of a lease.
6.1.2 If the contract or any part of it is at variance with the plan or statement there is an error
8.3.2 The buyer retains his other rights and remedies.
8.3.3 (a) The seller is to apply for the consent at his expense, and to use all reasonable efforts
7.5.1 If the seller fails to complete in accordance with a notice to complete, the following terms
7.5.2 Buyer's failure to comply with notice to complete
7.4.2 'Buyer's failure to comply with notice to complete' means that the buyer does not complete
7.4.1 Unless the rescission is a result of the buyer's breach of contract the deposit is to be
7.2 (a) the deposit is to be repaid to the buyer with accrued interest
7.4.3 The buyer retains his other rights and remedies.
7.2.3 Any claim for loss resulting from delayed completion is to be reduced by any
7.2.1 If there is default by either or both of the parties in performing their obligations under the
5.1.4 If the seller is a landlord and the property or any building containing it, is insured
5.1.3 If the seller is not in occupation for the purposes of this condition his remedy is rights of access given solely to do work agreed by the seller.
5.2.2 The buyer is a licensee and not a tenant. The terms of the licence are that the buyer:
5.1.2 The buyer is not in possession of the property including
5.2.5 The buyer is a tenant under a lease and is in occupation (except for fair wear and tear) and is not to alter it
5.1.3 Condition 1.2 does not apply and the seller is treated as if default:
5.1.1 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.
5.2.3 If the property is leasehold, is not to do anything which puts the seller in breach of his
7.1.3 If the seller fails to complete in accordance with a notice to complete, the following terms
5.1.3 The buyer does not receive on completion, the buyer is to have the benefit of:
5.2.2 If the property or building suffers loss or damage the buyer is to be indemnified for losses or costs
5.3.1 The buyer is a tenant under a lease and may:
5.1.3 If the seller does not receive on completion, the buyer is to have the benefit of:
5.1.3 (c) if before completion the property suffers loss or damage:
5.1.2 The seller is obliged to insure the property under condition 5.1.2, the seller is to:
5.1.2 The seller is insured for:
5.1.3 If the buyer does not receive on completion, the buyer is to have the benefit of:
5.2.1 The property or building is the property of the buyer, the property or building containing it, is insured
5.2.5 The buyer is a tenant under a lease and:
5.1.3 If the buyer does not receive on completion, the buyer is to have the benefit of:
5.1.3 If the buyer does not receive on completion, the buyer is to have the benefit of:
5.1.3 (a) cannot transfer it
6.3.5 Compensation payable under condition 5.2.5 is not to be apportioned.
5.1.3 If the buyer does not receive on completion, the buyer is to have the benefit of:
5.2.3 The buyer is to
5.1.2; and the property is the subject of a lease or other contract.
5.1.3 If the buyer does not receive on completion, the buyer is to have the benefit of:
5.1.1 (c) the buyer is to continue the insurance
5.1.1 (d) is to pay the seller a fee calculated at the contract rate on a sum equal to the
5.1.2 The buyer is a tenant under a lease and:
5.1.2; and the property is the subject of a lease or other contract.
5.1.3 If the buyer does not receive on completion, the buyer is to have the benefit of:
5.1.3 (a) if the property or building suffers loss or damage:
5.1.3 If the buyer does not receive on completion, the buyer is to have the benefit of:
5.1.3 (d) if the buyer paid a deposit of less than 10 per cent, he is forthwith to pay a further
5.1.3 If the buyer does not receive on completion, the buyer is to have the benefit of:
5.1.3 If the buyer does not receive on completion, the buyer is to have the benefit of:
6.3.3 The buyer is entitled to interest at the rate of 10 per cent per annum on the money due on completion, calculated on
6.3.4 If the buyer paid a deposit of less than 10 per cent
6.3.3 The buyer is entitled to interest at the rate of 10 per cent per annum on the money due on completion, calculated on
6.3.2 If required by the seller, the buyer is to execute and deliver to the seller on completion
5.1.1 (e) if before completion the policy is assigned:
5.1.1 (a) the deposit is to be repaid to the buyer
6.3.5 Compensation payable under condition 5.2.5 is not to be apportioned.
1 (a) This contract incorporates the Standard Conditions of Sale (Fifth Edition).  
(b) The terms used in this contract have the same meaning when used in the Conditions.

2 Subject to the terms of this contract and to the Standard Conditions of Sale, the seller is to transfer the property with either full title guarantee or limited title guarantee, as specified on the front page.

3 (a) The sale includes those contents which are indicated on the attached list as included in the sale and the buyer is to pay the contents price for them.  
(b) The sale excludes those fixtures which are at the property and are indicated on the attached list as excluded from the sale.

4 The property is sold with vacant possession.  
(or)

4 The property is sold subject to the following leases or tenancies:

5 Conditions 6.1.2 and 6.1.3 shall take effect as if the time specified in them were rather than 2.00 p.m.

6 Representations  
Neither party can rely on any representation made by the other, unless made in writing by the other or his conveyancer, but this does not exclude liability for fraud or recklessness.

7 Occupier's consent  
Each occupier identified below agrees with the seller and the buyer, in consideration of their entering into this contract, that the occupier concurs in the sale of the property on the terms of this contract, undertakes to vacate the property on or before the completion date and releases the property and any included fixtures and contents from any right or interest that the occupier may have.  

Note: this condition does not apply to occupiers under leases or tenancies subject to which the property is sold.

Name(s) and signature(s) of the occupier(s) (if any):

Name

Signature

Notices may be sent to:

Seller's conveyancer's name:

E-mail address:*  

Buyer's conveyancer's name:

E-mail address:*  

*Adding an e-mail address authorises service by e-mail see condition 1.3.3(b)