

Property Auction

NEW VENUE
NEW TIME

Wednesday 9th December 2015

Doncaster Rugby Club, Castle Park Stadium,
Armthorpe Road, Doncaster DN2 5QB

Doors open 1.15pm | Bidding commences 2pm



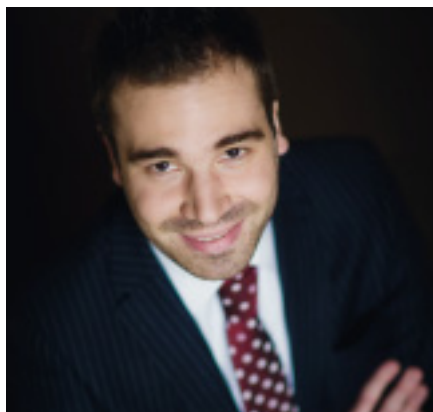
**REGIONAL
PROPERTY
AUCTIONEERS**

regionalpropertyauctioneers.co.uk

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Auctioneer's **welcome**



Welcome to our final auction of 2015 and Regional Property Auctioneers first property auction here at Castle Park Stadium, home of the Doncaster Knights.

It is good to be back at Castle Park where I first began my auction career many years ago and I am pleased to announce that we will be hosting all 8 of auctions here at the Rugby Club in 2016.

2015 has been yet another great year for Regional Property Auctions with continued growth and we are already looking forward to an exciting 2016!

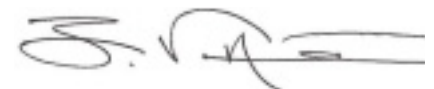
Once again we have a variety of property on offer, from single building plots, part finished residential development opportunities, properties in need of modernisation and commercial premises.

We are already taking lots for our First auction of 2016 which takes place on Wednesday the 17th February at 2pm. Should you have a property to sell which you feel may suit our sale room, we would be delighted to hear from you – please feel free to contact directly on 01302 308 178 or by e-mail; james@regionalpropertyauctioneers.co.uk

AUCTION DATES FOR 2016

17th February
30th March
4th May
15th June
27th July
7th September
26th October
7th December

We look forward to seeing you at Castle Park in December!



James Vandebrook
Regional Property Auctioneers

Our auctioneer



Gary Thompson FRICS
RICS Chartered Auctioneer

Gary is an experienced auctioneer and surveyor with thirty years' experience in dealing with a wide range of residential and commercial property. He is a Fellow of the Royal Institution of Chartered Surveyors and has practised in both Lincolnshire and West London advising private and corporate clients.

From 1986 he was involved with auctioneering at Eddisons Huddersfield and from 1996 to 2001 with Dowse Auctions as a sole practitioner. Since 2001 he has dealt with neighbourly matters and landlord and tenant issues. At present he is involved with running the Nottinghamshire branch of the RICS.

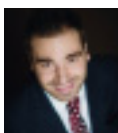
The Auction Team



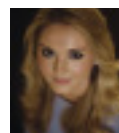
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Peter Rothery
New Business Manager
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Order of sale

Lot 1	Field Barn, Off Station Road, Epworth, Doncaster DN9 1JU	RESIDENTIAL DEVELOPMENT
Lot 2	Industrial Units, dilapidated stable block and paddock, Common Lane, Fangfoss, York YO41 5QL	DEVELOPMENT POTENTIAL
Lot 3	The Caribbean Hotel, 87-89 Thorne Road, Doncaster DN1 2ES	RESIDENTIAL/ COMMERCIAL DEVELOPMENT
Lot 4	Flats 1, 2, 3, 4 & 5, 67 Bold Street, Fleetwood FY7 6HL	RESIDENTIAL INVESTMENT
Lot 5	Land at Spa Terrace, Askern, Doncaster DN6 0EN	LAND WITH PLANNING PERMISSION
Lot 6	146 – 148 St Sepulchre Gate West, Doncaster DN1 3AW	VACANT COMMERCIAL
Lot 7	136 & 136b High Street, Thurnscoe S63 0RH	MIXED RESIDENTIAL & COMMERCIAL
Lot 8	58 Copley Road, Doncaster DN1 2PW	VACANT COMMERCIAL

Introducers and joint agents



FOR FURTHER INFORMATION ON BECOMING A JOINT AGENT OF REGIONAL PROPERTY AUCTIONEERS PLEASE CALL OUR AUCTION TEAM ON **0844 967 0604**

Pre-Auction procedures

MONEY LAUNDERING REGULATIONS

In order to comply with the Proceeds of Crime Act 2002 and the Money Laundering Regulations Act 2003, both Sellers and Buyers at auction will have to provide formal identification in the form of one item from the following two groups:-

A) IDENTITY DOCUMENTS (ONE OF THE FOLLOWING)

- Current signed passport
- Current UK driving license
- Resident permit
- Revenue tax notification



B) EVIDENCE OF ADDRESS (ONE OF THE FOLLOWING)

- Utility bill – issued within the last three months (not mobile phone bill)
- Local Authority tax bill for the current year

- Bank, building society or credit card statement containing current address
- Most recent mortgage statement
- Current UK driving license (not used for evidence of name)

CONDITIONS OF SALE

All properties in the catalogue are sold subject to the Conditions of Sale printed in this catalogue together with the Special Conditions relating to each individual lot. These, together with any related documentation will be available for inspection at the offices of the auctioneers and solicitors prior to the sale. Interested parties are deemed to buy in full knowledge of these whether or not they have actually inspected the Conditions. We recommend inspecting the legal documents once they are available and avoid leaving it until auction day. The legal packs will only be available for inspection at our Doncaster offices 7 days prior to the auction by prior appointment or at the auction venue from 5 pm onwards.

ORDNANCE SURVEY

Boundaries are shown for identification purposes only and should not be taken as definitive.

TENURE DETAILS

It is not always possible to provide tenure details relating to each lot at the time the catalogue is printed. Where we have written confirmation from the vendor's solicitor we will provide details. In the absence of written confirmation the tenure details will be omitted from the catalogue but, details will be included in the Conditions of Sale which will be available in our office for the days leading up to the auction.

VIEWING AUCTION PROPERTY

Details of appropriate viewing arrangements are included with each lot in the catalogue. Open viewing times for some properties are also provided on a separate sheet. In cases of severe weather we recommend checking with the office to ensure that viewings are still being held. Viewing times will begin and end promptly as stated and your co-operation is appreciated.

SURVEYS

If you wish to have a survey carried out on the property prior to the auction please refer your surveyor to us as soon as possible and appropriate arrangements will be made. We cannot always accommodate last minute requests.

GUIDE AND RESERVE PRICES

*Guides are provided as an indication of each seller's minimum expectation at the time of catalogue printing. They are not necessarily figures which a property will sell for and may change at any time prior to auction.

Each property will be offered subject to a Reserve (a figure which the auctioneer cannot sell the property below during the auction) which we expect will be set within the guide range or not more than 10% above the final published single figure Guide. Prospective purchasers should make themselves aware of the auction addendum.

REGISTRATION OF INTEREST

If you are interested in a particular property, we advise you to register your interest with us as soon as possible. We can then make you aware of any alterations and, if requested inform you when the legal documentation is received. A bidder's registration form should be completed on or before the auction date.

AT AND AFTER THE AUCTION

AUCTION PROCEDURE

If you would like to bid at the auction a bidder's registration form should be completed. You will be asked to provide your name, address and telephone number and if you are bidding on behalf of somebody else we will need the details of that person or company.

We will also request the name and address of the solicitor acting on your behalf. The vendor's solicitor will usually be present at the sale room and will oversee the signing of the contract either straight away or at the end of the auction should you wish to bid on another property.

THE DEPOSIT


The amount of the deposit required in each case will be stated in the Conditions of Sale and will usually be 10% of the purchase price subject to a minimum of £3,000. Payment must be made at the saleroom and failure to do so may lead to that lot being re-offered. All cheques are banked immediately after the auction and you must ensure that you have adequate funds in your account. It should also be noted that some auction contracts also have a provision for payment of the vendor's fees.

BUYER'S ADMINISTRATION FEE


Please note there is an administration fee of £700 (inclusive of VAT) on each Lot. Payment can be made by cash or cheque following the ID check

Notice to bidders


MONEY LAUNDERING REGULATIONS

 It is important for buyers to note that under the Government's money laundering regulations, successful buyers are legally required to provide two forms of identification in respect of deposits to be paid. At least one form of identification should be photographic such as a passport or driving licence.


TERMS

 The successful purchaser will be required to sign the contract on the night of the auction and to pay a deposit of not less than 10%. The balance of the purchase monies will be payable within 28 days. Under current legislation we are no longer permitted to accept cash as payment for deposit. All cheques, banker's drafts etc made payable to Regional Auctioneers Ltd.


AUCTIONEERS' ADMINISTRATION CHARGE

 Successful bidders will be required to pay an auctioneers' administration charge of £700 (inclusive of VAT) for each lot purchased. Cheques payable to Regional Auctioneers Ltd.


TELEPHONE AND PROXY BIDDING

 If you are unable to attend the auction, this does not prevent you from bidding. You can bid by telephone or by proxy. See the terms and conditions and complete the form at the back of the catalogue, provide the appropriate funding and ID and we will do the rest.


THE CONTRACT PACKAGE

 The contract package will be available for inspection 14 days prior to the auction date at the auctioneer's office.


SELECTING A PROPERTY

 Initially you should identify a property or properties which you are interested in purchasing, following this a suitable viewing should be arranged with the Auctioneers.


SURVEYOR'S REPORT

 Once you have identified a suitable property and wish to proceed further then it is important to commission your own independent survey report, so that you are fully aware of its true condition and likely realisation price. It is important to obtain this information at an advanced stage as time may be required to obtain builders' estimates etc.


FINANCE

 It is vital that appropriate finance is in place before you attend the Auction to bid. Upon the fall of the Auctioneer's hammer you have then entered into a binding contract and will be required to pay a deposit of 10% of the hammer price and the balance is usually payable within 28 days or previously by agreement unless otherwise stated. The deposit paid will be held by the Auctioneers as stakeholders and all cheques, orders, banker's drafts etc should be made payable to the Auctioneers "Regional Auctioneers Ltd". Under current legislation cash cannot be taken as deposit payment. CREDIT CARDS AND CASH DEPOSITS ARE NOT ACCEPTED.


INSURANCE

 If you are intending to purchase a property at auction it is important that insurance arrangements are made as the responsibility for building's insurance passes to the purchaser upon exchange of contracts.


BIDDING

 Each lot will be offered for sale and sold to the highest bidder above the pre-agreed reserve price. The Vendor reserves the right to accept any offer they wish prior to the Auction. All bids should be made to the Auctioneer at the appropriate time in a clear and precise manner, this will avoid confusion and doubt. The Auctioneer will ask for clarification of any bids which are not clear and precise.

THE BUYER

 If you are the fortunate, successful purchaser of your chosen lot a member of our Staff will approach you and request you to sign a Sale Memorandum. You will be then introduced to the Vendor's Solicitor within a private area where signing of the Contracts will take place and the purchase deposit paid.

WITHDRAWN LOTS

 All properties are sold subject to a reserve price which is confidential between the Auctioneer and Vendor. If the bidding does not reach or exceed the reserve price then that property will be withdrawn from the Auction. If, however, this is a property in which you are potentially interested wait until the end of the Auction, at which time you should approach the Auctioneer who will only be too willing to take details of your proposed offer which will be submitted to the Vendor for an appropriate decision.

FOR SALE BY PRIVATE TREATY

Ascension Mews, Firth Crescent, Maltby, Rotherham S66 7FL

RESIDENTIAL AND GROUND RENT INVESTMENT



Chapel conversion made into 14 mews houses all containing;

Ground Floor

Reception Room/Kitchen
W.C

The freehold including the eight properties is offered for sale seeking an asking price in the region of £375,000.

First Floor

Bedroom
Family Bathroom

For further details contact James Vandebrook on 01302 308 178 / 07825 207 203

Second Floor

Bedroom

Numbers 2, 3, 5, 6, 9 and 10 have been sold on 250 year leases at £50 per annum
Numbers 1,4,7,8,11,12,14 and 15 (there is no 13) are leaseholds retained by the freeholder and let on Assured Shorthold Tenancies at rents ranging from £4,000 to £5,200 per annum producing an income in the region of £36,500 based on a 100% occupancy rate



LOT

Field Barn, Off Station Road, Epworth, Doncaster DN9 1JU

1

*GUIDE PRICE £200,000-£225,000

RESIDENTIAL DEVELOPMENT



A substantial 3 bedroom Barn, partially converted up to first fix and situated around a central courtyard with parking, double garage and workshop. The barn offers spacious and versatile living accommodation in a rural location.



ACCOMMODATION

Ground Floor

- Entrance Hall
- Dining Kitchen
- Utility Room
- Study / Dining Room
- Lounge
- En-Suite Bedroom

Outside

Garden to the rear, front courtyard with parking leading to a double garage with adjoining workshop.

EPC Rating N/A

TENURE

Freehold

First Floor

- Bedroom
- Bedroom
- Bathroom

Solicitor: To Be Confirmed

Viewing: Via the auctioneers on 0844 967 0604

* See page 5 for information on Guide and Reserve Prices.

LOT

Industrial Units, dilapidated stable block and paddock, Common Lane, Fangfoss, York YO41 5QL

2

*GUIDE PRICE £125,000–£150,000



COMMERCIAL /RESIDENTIAL DEVELOPMENT POTENTIAL

Freehold site formerly used as a RAF barracks/refugee camp, the 1.55 acre site comprises:

- Five detached storage/industrial units, all being a standard floor area of 900 sq ft (83 sq m) with modern roller shutters, recently refurbished roofs and laid out to benefit from shared vehicular access.
- Stable block and adjoining water tower in need of attention with permitted development rights for change of use to offices.
- A paddock 0.34 acres (0.14 hectares) or thereabouts.

The property is suitable for a number of uses or redevelopment subject to planning

TENURE

Freehold with vacant possession

Site 1.55 acres (1.62ha)

Units 1-5 Total 900sq ft (83.6m2)

EPC Rating N/A

Solicitor: TBC

Viewing: via the auctioneers 0844 967 0604

* See page 5 for information on Guide and Reserve Prices.

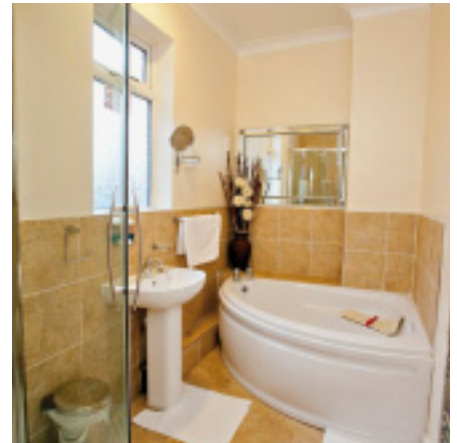
LOT

The Caribbean Hotel, 87-89 Thorne Road, Doncaster DN1 2ES

3

*GUIDE PRICE £400,000-£450,000

RESIDENTIAL/COMMERCIAL DEVELOPMENT



A substantial property formerly 2 Victorian homes converted to one large property and currently operating as a successful guest house with 15 guest rooms set over 3 floors including Dining room, reception and bar/games rooms. The present owner is currently trading on a six day week.

DESCRIPTION

15 guest bedrooms with 7 en-suite, 4 single, 6 double and 4 family rooms.

Reception area with lounge bar, dining room and games room.

Extensive cellars with laundry room, store and potential area to develop into further accommodation.

Full commercial kitchen facilities with store room.

Outside decked areas and covered smoking area.

Excellent scope for conversion to residential (subject to planning)

TENURE

Freehold

EPC Rating C

LOT Flats 1, 2, 3, 4, & 5, 67 Bold Street, Fleetwood FY7 6HL

4

***GUIDE PRICE £175,000-£195,000**

RESIDENTIAL INVESTMENT

An investment opportunity of 5 self contained flats, 4 one bedroom and 1 studio, all of which are currently let and producing an income of £21,840 per annum

TENANCIES

Flat 1 £385pcm
Flat 2 £385pcm
Flat 3 £270pcm
Flat 4 £395pcm
Flat 5 £385pcm

EPC Ratings

Flat 1: E
Flat 2: F
Flat 3: F
Flat 4: D
Flat 5: F

TENURE

Freehold subject to Assured
Shorthold Tenancies



Solicitor: Jefferies Solicitors, 3rd Floor, Dencora Court, Tylers Avenue, Southend-on-Sea, Essex SS1 2BB (Ref: Mr M Hidveygy)

Viewing: Via the auctioneers on 0844 967 0604

* See page 5 for information on Guide and Reserve Prices.

LOT Land at Spa Terrace, Askern, Doncaster DN6 0EN

5

***GUIDE PRICE £20,000-£25,000**

LAND WITH PLANNING PERMISSION

A former telephone exchange which presents as a single building plot with planning permission for a three bedroom, three storey detached house. Details of the planning permission can be found at www.doncaster.gov.uk website under planning reference 14/01612/FUL

TENURE

Freehold with Vacant Possession

EPC Rating N/A



Solicitor: Taylor Bracewell, 17-23 Thorne Road, Doncaster DN1 2HJ (Ref: Ms S Platts)

Viewing: Via the Auctioneers on 0844 967 0604

* See page 5 for information on Guide and Reserve Prices.

LOT 146–148 St Sepulchre Gate West, Doncaster DN1 3AW

6

***GUIDE PRICE £19,000+**

VACANT COMMERCIAL

A commercial premises in need of full refurbishment located on St Sepulchre Gate West within close proximity of Doncaster railway station.

AGENTS NOTE

The Auctioneers have not inspected the property prior to the catalogue going to print.

TENURE

Freehold with Vacant Possession

EPC Rating N/A



Solicitor: HSR Law, 8 South Parade, Doncaster DN1 8ED (Ref: Mr P Russell)

Viewing: External viewings only

* See page 5 for information on Guide and Reserve Prices.

LOT 136 & 136b High Street, Thurnscoe S63 0RH

7

***GUIDE PRICE £50,000–£55,000**

MIXED RESIDENTIAL & COMMERCIAL

A large mixed used property arranged over three floors comprising of a ground floor office/shop with a two bedroom maisonette flat over the first and second floors.

ACCOMMODATION

136 - Ground Floor office/shop with separate kitchen and W.C

136B - A self-contained two bedroom maisonette to the first and second floors with kitchen, living room/diner and bathroom, having its own independent access from the ground floor

TENURE

Freehold with vacant possession

EPC Rating: F



Solicitor: Dawson and Burgess, 3 South Parade, Cross Hill, Doncaster DN1 2DZ (Ref: Ms S Hawkes)

Viewing: via the auctioneers 0844 967 0604

* See page 5 for information on Guide and Reserve Prices.

LOT 58 Copley Road, Doncaster DN1 2PW

8 *GUIDE PRICE £65,000+

VACANT COMMERCIAL

A ground floor retail unit with ancillary storage space to the rear and first floor with potential for conversion to residential (subject to planning)



ACCOMMODATION

Ground Floor

Retail Space
Kitchenette
Storage

First Floor

Office
Storage
W.C

TENURE

Freehold with Vacant Possession

EPC Rating: Awaiting EPC

Solicitor: TBC

Viewing: via the auctioneers 0844 967 0604

* See page 5 for information on Guide and Reserve Prices.

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Auction finance
Scott Hendry

together.

Bidding by telephone and proxy

These Terms and Conditions apply to You and You will be bound by them if You bid by proxy or telephone.

Addendum Any amendment or addition to the General and Special Conditions of Sale whether contained in a supplement to the catalogue, a written notice from the auctioneers or an oral announcement at the Auction.

Auction the auction of the lot number referred to on the front of this Form.

Auction Catalogue the catalogue to which the Conditions of Sale refer to.

Conditions these Terms and Conditions.

Conditions of Sale the common auction conditions for auctions of real estate in England and Wales, edition 3, August 2009 and published by the Royal Institute of Chartered Surveyors and the special conditions that relate to the Lot.

Cut off Point is at 5 pm on the day before the Auction.

Form the document which comprises these Conditions.

Lot the lot attaching to the lot number referred to on the front of this Form Memorandum of Sale The form so headed (whether or not set out in the Auction Catalogue) in which the terms of the contract for the sale of the Lot are recorded.

Property the property which is the subject of the Auction and which is identified by the Lot number on the front of this form.

We, Us Our Regional Auctioneers Ltd. 7 Thorne Road, Doncaster DN1 2HJ.

You, Your the person who entrusts Us to act on their behalf in respect of the Auction and whose details are written on the front of this Form.

1. THE FORM

- 1.1 This form must be fully completed, signed and dated by You and sent by post or delivered by hand to 7 Thorne Road, Doncaster DN1 2HJ.
- 1.2 When You submit this Form to Us this will be an offer by You to engage Us to bid for the Lot on your behalf in accordance with these Conditions.
- 1.3 The offer will only be accepted by Us when we provide You with confirmation by telephone or email that we have received and accepted this Form. At that point You will have instructed Us and We will have accepted Your instructions to bid for the Lot on Your behalf in accordance with these Conditions.
- 1.4 The Form must be received by us not less than 24 hours prior to the start of the Auction together with the deposit payment referred to in Clause 3.
- 1.5 A separate form should be completed for each Lot for which You require Us to bid on Your behalf.
- 1.6 We do not charge You a fee for bidding on Your behalf by telephone or by proxy. As such any liability We have to You is limited to the extent We have acted in a negligent or fraudulent manner.
- 1.7 We reserve the right to refuse Your instructions to act on Your behalf to bid by telephone or proxy. We may tell You why We have refused Your instructions but We are not obliged to do this.

2. BIDDING CONDITIONS

- 2.1 In respect of any Lot and the Property which is the subject of that Lot We will assume that You have (and it is strongly recommended that You have):
 - 2.1.1 fully inspected the Property and You are satisfied with and understand the Memorandum of Sale, Auction Catalogue, Conditions of Sale and any Addendum made up to and including the date of the Auction;
 - 2.1.2 taken all necessary professional and legal advice;
 - 2.1.3 made all appropriate enquiries, searches, surveys and inspections;
 - 2.1.4 made yourself aware of any late changes in respect of the Auction, the Property and any information made available by the auctioneer in respect of the Property.
- 2.2 You are responsible for checking any relevant alterations to the Auction Catalogue, Memorandum of Sale, Conditions of Sale and any Addendum, on or before the date of the Auction.
- 2.3 We do not charge any fees for bidding by proxy or telephone on Your behalf. Therefore, we cannot accept any responsibility or liability to You if You do not follow the recommendations We make in these Conditions.

3. THE DEPOSIT

- 3.1 Each Form must be accompanied by a deposit payment made payable to Regional Auctioneers Ltd which represents the greater of either:
 - 3.1.1 10% of the maximum bid You are prepared to make; or
 - 3.1.2 £3,000 which represents the minimum deposit we accept despite any special condition in the Conditions of Sale to the contrary.
- 3.2 The deposit payment must be paid in pounds sterling by cheque, banker's draft drawn from an approved financial institution such as a recognised bank, building society or bank transfer.
- 3.3 If You wish to pay the deposit by bank transfer You must do so before the cut off point.
- 3.4 If You provide Us with a cheque this will be treated as a warranty (promise) by You that You have adequate funds in Your account to meet the full amount of the deposit.
- 3.5 If the Property is sold for a figure which is less than Your maximum bid, and You are the successful purchaser, the deposit payment You have provided to Us will be used in full as Your deposit towards the Property.
- 3.6 The deposit will be held by Us as stakeholder on Your behalf. If Your bid is unsuccessful at the Auction, the banker's draft, cheque or bank transfer will be returned to You or destroyed (at your instruction) within 2 days.

4. PROXY BIDS

- 4.1 We will bid on Your behalf during the Auction up to the maximum bid you authorise Us to make, as detailed on the Form.
- 4.2 You will be informed as soon as is practicable.

5. WITHDRAWAL OF PROXY

If You wish to withdraw the bid or to attend the Auction to bid Yourself, then You must notify Us in writing or in person by the Cut off Point. If You do not do this We cannot be liable to You for any consequences of Us bidding by proxy on Your behalf.

6. TELEPHONE BIDS

We will take all reasonable steps to contact You on the telephone numbers You provide to Us shortly before the appropriate Lot is offered for sale. We will relay the bidding to You as the sale proceeds. We cannot be responsible or have any liability to You if Your Form does not arrive on time, or We are unable to make contact with You by telephone.

7. THE CONTRACT

If Your proxy/telephone bid is successful Your purchase will become subject to and bound by the terms in the Memorandum of Sale, Auction Catalogue, Conditions of Sale and any Addendum. We will sign these documents where necessary on Your behalf.

8. DISCLOSURE OF BIDS

We act on behalf of sellers of properties at auctions. We operate so that at no time will the seller of a property be aware of any bids or maximum bids. We have been authorised to make by proxy or telephone and the information You supply to Us will at all times be treated with complete confidentiality and integrity. If You would like more information as to how We operate on this basis, then please do not hesitate to ask.

9. AUCTIONEER'S LIABILITY

- 9.1 We will do Our utmost to conform with Your instructions but will accept no liability whatsoever towards You in the event that Your bid is not made as a result of:
 - 9.1.1 unclear instructions;
 - 9.1.2 error, lack of clarity or confusion regarding this form or the deposit;
 - 9.1.3 any change in the data, time and/or venue for the Auction;
 - 9.1.4 interruption or suspension of telephone services;
 - 9.1.5 You being unobtainable by telephone or becoming disconnected during the course of bidding; and/or
 - 9.1.6 Any other factor beyond Our control.
- 9.2 In any such case, we shall not be held responsible or liable for any loss, cost, claim, demand or damage that You may incur as a result.

Registration form for bidding **by proxy or telephone**

(Please delete either Proxy or Telephone)

Date of auction

Lot no

Property address

MAXIMUM BID* (numbers and words)

£ (*the bid must be a definitive figure)

Method of payment of deposit (please fill in appropriately)

Enclosed is a cheque or bankers draft for the 10% deposit £ payable to Regional Auctioneers Ltd or I will be paying the 10% deposit

£ by bank transfer no later than 5 pm on the day before the auction to Regional Auctioneers Ltd (bank details will be made available upon request)

BIDDER'S DETAILS

Bidder name(s)

Address

..... Postcode

Home tel

Business tel

Mobile Email

Please tick the number you would prefer us to call you on. If we cannot contact you on your preferred number we will try you on the other numbers you have provided to us.

PURCHASER'S DETAILS (if different from Bidder and including Ltd. companies)

Bidder name(s)

Address

..... Postcode

Tel Email

SOLICITOR'S DETAILS

Firm name Person acting

Address

..... Postcode

Tel Email

I hereby authorise Regional Auctioneers Ltd to bid on my behalf by proxy/telephone for the property detailed above in accordance with the Terms set out below/overleaf. If my bid is successful, I authorise Regional Auctioneers Ltd to sign the Memorandum of Sale and any Addendum on my behalf. I understand that this means that I will be fully bound to purchase the property and must complete the purchase within the time specified in the Conditions of Sale. I further understand that if I fail to complete the purchase of the property, the seller of the property will have a right to make a claim against me for breach of contract.

Signature of bidder Date

Memorandum of sale

Lot no

Price

PROPERTY

Address

.....

VENDOR

Name of vendor

Address of vendor

.....

..... Postcode

Telephone

PURCHASER

Name of purchaser

Address of purchaser

.....

..... Postcode

Telephone

It is agreed that the Vendor sells and the Purchaser buys the property described in the accompanying particulars and *conditions of sale subject to their provisions and the terms and stipulations in them at the price above mentioned

Purchase price £

Balance £

Deposit £

Completion date

We acknowledge receipt of the deposit in the form of

VENDOR'S SOLICITOR

Name of vendor's solicitor

Address of vendor's solicitor

.....

..... Postcode

Telephone

Signed by us as agent for the seller

.....

PURCHASER'S SOLICITOR

Name of purchaser's solicitor

Address of purchaser's solicitor

.....

..... Postcode

Telephone

Signed by or on behalf of the buyer

If signing on behalf of the buyer, please print name

.....

Common auction conditions

Common Auction Conditions (3rd Edition August 2009 – reproduced with the consent of the RICS). The general conditions (including any extra general conditions) apply to the contract except to the extent that they are varied by special conditions or by an addendum.

INTRODUCTION

The Common Auction Conditions have been produced for real estate auctions in England and Wales to set a common standard across the industry. They are in three sections:

- Glossary** The glossary gives special meanings to certain words used in both sets of conditions.
- Auction Conduct Conditions** The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who has a catalogue, or who attends or bids at the auction. They cannot be changed without the auctioneer's agreement. We recommend that these conditions are set out in a two-part notice to bidders in the auction catalogue, part one containing advisory material – which auctioneers can tailor to their needs – and part two the auction conduct conditions.
- Sale Conditions** The Sale Conditions govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum.

Important notice

A prudent buyer will, before bidding for a lot at an auction:

- Take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant;
- Read the conditions;
- Inspect the lot;
- Carry out usual searches and make usual enquiries;
- Check the content of all available leases and other documents relating to the lot;
- Check that what is said about the lot in the catalogue is accurate;
- Have finance available for the deposit and purchase price;
- Check whether VAT registration and election is advisable;

The conditions assume that the buyer has acted like a prudent buyer. If you choose to buy a lot without taking these normal precautions you do so at your own risk.

GLOSSARY

This glossary applies to the auction conduct conditions and the sale conditions. Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words;
- a "person" includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or re-enacted by the date of the auction or the CONTRACT DATE (as applicable); and
- where the following words printed in bold black type appear in bold blue type they have the specified meanings.

Actual completion date The date when COMPLETION takes place or is treated as taking place for the purposes of apportionment and calculating interest.

Addendum An amendment or addition to the CONDITIONS or to the PARTICULARS or to both whether contained in a supplement to the CATALOGUE, a written notice from the AUCTIONEERS or an oral announcement at the AUCTION.

Agreed completion date Subject to CONDITION G9.3: (a) the date specified in the SPECIAL CONDITIONS; or (b) if no date is specified, 20 BUSINESS DAYS after the CONTRACT DATE; but if that date is not a BUSINESS DAY the first subsequent BUSINESS DAY.

Approved financial institution Any bank or building society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the AUCTIONEERS.

Arrears Arrears of rent and other sums due under the TENANCIES and still outstanding on the ACTUAL COMPLETION DATE.

Arrears schedule The arrears schedule (if any) forming part of the SPECIAL CONDITIONS.

Auction The AUCTION advertised in the CATALOGUE.

Auction conduct conditions The CONDITIONS so headed, including any extra AUCTION CONDUCT CONDITIONS.

Auctioneers The AUCTIONEERS at the AUCTION.

Business day Any day except (a) a Saturday or a Sunday; (b) a bank holiday in England and Wales; or (c) Good Friday or Christmas Day.

Buyer The person who agrees to buy the LOT or, if applicable, that person's personal representatives: if two or more are jointly the BUYER their obligations can be enforced against them jointly or against each of them separately.

Catalogue The CATALOGUE to which the CONDITIONS refer including any supplement to it.

Completion Unless otherwise agreed between SELLER and BUYER (or their conveyancers) the occasion when both SELLER and BUYER have complied with their obligations under the CONTRACT and the balance of the PRICE is unconditionally received in the SELLER'S conveyancer's client account.

Condition One of the AUCTION CONDUCT CONDITIONS or SALES CONDITIONS.

Contract The contract by which the SELLER agrees to sell and the BUYER agrees to buy the LOT.

Contract date The date of the AUCTION or, if the LOT is not sold at the AUCTION: (a) the date of the SALE MEMORANDUM signed by both the SELLER and BUYER; or (b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

Documents Documents of title (including, if title is registered, the entries on the register and the title plan) and other documents listed or referred to in the SPECIAL CONDITIONS relating to the LOT.

Financial charge A charge to secure a loan or other financial indebtedness (not including a rentcharge).

General conditions That part of the SALE CONDITIONS so headed, including any extra GENERAL CONDITIONS.

Interest rate If not specified in the SPECIAL CONDITIONS, 4% above the base rate from time to time of Barclays Bank plc. (The INTEREST RATE will also apply to judgment debts, if applicable.)

Lot Each separate property described in the CATALOGUE or (as the case may be) the property that the SELLER has agreed to sell and the BUYER to buy (including CHATTELS, if any).

Old arrears ARREARS due under any of the TENANCIES that are not "new TENANCIES" as defined by the Landlord and Tenant (Covenants) Act 1995.

Particulars The section of the CATALOGUE that contains descriptions of each LOT (as varied by any ADDENDUM).

Practitioner An insolvency practitioner for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, any similar official).

Price The price that the BUYER agrees to pay for the LOT.

Ready to complete Ready, willing and able to complete: if COMPLETION would enable the SELLER to discharge all FINANCIAL CHARGES secured on the LOT that have to be discharged by COMPLETION, then those outstanding FINANCIAL CHARGES do not prevent the SELLER from being READY TO COMPLETE.

Sale conditions The GENERAL CONDITIONS as varied by any SPECIAL CONDITIONS or ADDENDUM.

Sale memorandum The form so headed (whether or not set out in the CATALOGUE) in which the terms of the CONTRACT for the sale of the LOT are recorded.

Seller The person selling the LOT. If two or more are jointly the SELLER their obligations can be enforced against them jointly or against each of them separately.

Special conditions Those of the SALE CONDITIONS so headed that relate to the LOT.

Tenancies Tenancies, leases, licences to occupy and agreements for lease and any documents varying or supplemental to them.

Tenancy schedule The tenancy schedule (if any) forming part of the SPECIAL CONDITIONS.

Transfer Transfer includes a conveyance or assignment (and "to transfer" includes "to convey" or "to assign").

TUPE The Transfer of Undertakings (Protection of Employment) Regulations 2006.

VAT Value Added Tax or other tax of a similar nature.

VAT option An option to tax.

We (and us and our) The AUCTIONEERS.

You (and your) Someone who has a copy of the CATALOGUE or who attends or bids at the AUCTION, whether or not a BUYER.

AUCTION CONDUCT CONDITIONS

A1 Introduction

A1.1 Words in bold blue type have special meanings, which are defined in the Glossary.

A1.2 The CATALOGUE is issued only on the basis that you accept these AUCTION CONDUCT CONDITIONS. They govern our relationship with you and cannot be disappplied or varied by the SALE CONDITIONS (even by a CONDITION purporting to replace the whole of the Common Auction Conditions). They can be varied only if we agree.

A2 Our role

A2.1 As agents for each SELLER we have authority to:

- (a) prepare the CATALOGUE from information supplied by or on behalf of each SELLER;
- (b) offer each LOT for sale;
- (c) sell each LOT;
- (d) receive and hold deposits;
- (e) sign each SALE MEMORANDUM; and
- (f) treat a CONTRACT as repudiated if the BUYER fails to sign a SALE MEMORANDUM or pay a deposit as required by these AUCTION CONDUCT CONDITIONS.

A2.2 Our decision on the conduct of the AUCTION is final.

A2.3 WE may cancel the AUCTION, or alter the order in which LOTS are offered for sale. WE may also combine or divide LOTS. A LOT may be sold or withdrawn from sale prior to the AUCTION.

A2.4 YOU acknowledge that to the extent permitted by law we owe you no duty of care and you have no claim against US for any loss.

A3 Bidding and reserve prices

A3.1 All bids are to be made in pounds sterling exclusive of any applicable VAT.

A3.2 WE may refuse to accept a bid. WE do not have to explain why.

A3.3 If there is a dispute over bidding we are entitled to resolve it, and our decision is final.

A3.4 Unless stated otherwise each LOT is subject to a reserve price (which may be fixed just before the LOT is offered for sale). If no bid equals or exceeds that reserve price the LOT will be withdrawn from the AUCTION.

A3.5 Where there is a reserve price the SELLER may bid (or ask US or another agent to bid on the SELLER'S behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. YOU accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the SELLER.

A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the SELLER might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always – as the SELLER may fix the final reserve price just before bidding commences.

A4 The particulars and other information

A4.1 WE have taken reasonable care to prepare PARTICULARS that correctly describe each LOT. The PARTICULARS

are based on information supplied by or on behalf of the SELLER. YOU need to check that the information in the PARTICULARS is correct.

A4.2 If the SPECIAL CONDITIONS do not contain a description of the LOT, or simply refer to the relevant LOT number, you take the risk that the description contained in the PARTICULARS is incomplete or inaccurate, as the PARTICULARS have not been prepared by a conveyancer and are not intended to form part of a legal CONTRACT.

A4.3 The PARTICULARS and the SALE CONDITIONS may change prior to the AUCTION and it is YOUR responsibility to check that you have the correct versions.

A4.4 If we provide information, or a copy of a document, provided by others we do so only on the basis that we are not responsible for the accuracy of that information or document.

A5 The contract

A5.1 A successful bid is one we accept as such (normally on the fall of the hammer). This CONDITION A5 applies to you if you make the successful bid for a LOT.

A5.2 YOU are obliged to buy the LOT on the terms of the SALE MEMORANDUM at the PRICE YOU bid plus VAT (if applicable).

A5.3 YOU must before leaving the AUCTION:

- (a) provide all information we reasonably need from you to enable US to complete the SALE MEMORANDUM (including proof of YOUR identity if required by US);
- (b) sign the completed SALE MEMORANDUM; and
- (c) pay the deposit.

A5.4 If you do not we may either:

- (a) as agent for the SELLER treat that failure as YOUR repudiation of the CONTRACT and offer the LOT for sale again; the SELLER may then have a claim against you for breach of CONTRACT; or
- (b) sign the SALE MEMORANDUM on YOUR behalf.

A5.5 The deposit:

- (a) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the SELLER, but otherwise is to be held as stated in the SALE CONDITIONS; and
- (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to US on an APPROVED FINANCIAL INSTITUTION. The extra AUCTION CONDUCT CONDITIONS may state if we accept any other form of payment.

A5.6 WE may retain the SALE MEMORANDUM signed by or on behalf of the SELLER until the deposit has been received in cleared funds.

A5.7 If the BUYER does not comply with its obligations under the CONTRACT then:

- (a) you are personally liable to buy the LOT even if you are acting as an agent; and
- (b) you must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the BUYER'S default.

A5.8 Where the BUYER is a company you warrant that the BUYER is properly constituted and able to buy the LOT.

Words that are capitalised have special meanings, which are defined in the Glossary.

The GENERAL CONDITIONS (including any extra GENERAL CONDITIONS) apply to the CONTRACT except to the extent that they are varied by SPECIAL CONDITIONS or by an ADDENDUM.

G1. The lot

G1.1 The LOT (including any rights to be granted or reserved, and any exclusions from it) is described in the SPECIAL CONDITIONS, or if not so described the LOT is that referred to in the SALE MEMORANDUM.

G1.2 The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.

G1.3 The LOT is sold subject to all matters contained or referred to in the DOCUMENTS, but excluding any FINANCIAL CHARGES; these the SELLER must discharge on or before COMPLETION.

G1.4 The LOT is also sold subject to such of the following as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS:

- (a) matters registered or capable of registration as local land charges;
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
- (c) notices, orders, demands, proposals and requirements of any competent authority;
- (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- (e) rights, easements, quasi-easements, and wayleaves;
- (f) outgoing and other liabilities;
- (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
- (h) matters that ought to be disclosed by the searches and enquires a prudent BUYER would make, whether or not the BUYER has made them; and
- (i) anything the SELLER does not and could not reasonably know about.

G1.5 Where anything subject to which the LOT is sold would expose the SELLER to liability the BUYER is to comply with it and indemnify the SELLER against that liability.

G1.6 The SELLER must notify the BUYER of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the CONTRACT DATE but the BUYER must comply with them and keep the SELLER indemnified.

G1.7 The LOT does not include any tenant's or trade fixtures or

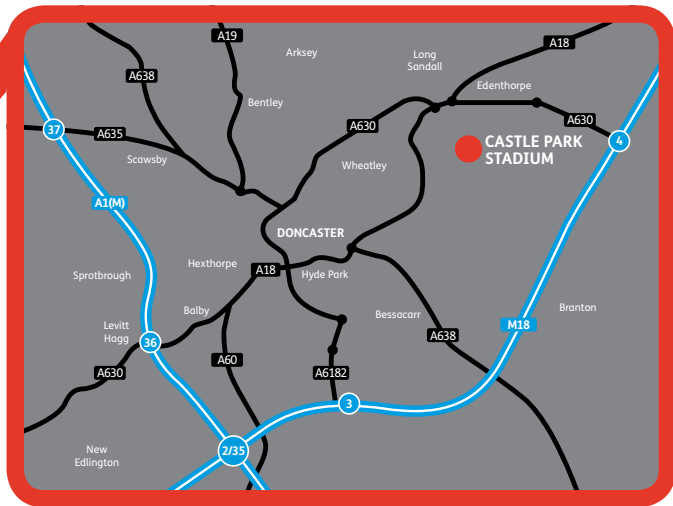
	fittings.				
G1.8	Where CHATTELS are included in the LOT the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use.	G4.4	The TRANSFER is to have effect as if expressly subject to all matters subject to which the LOT is sold under the CONTRACT.		
G1.9	The BUYER buys with full knowledge of: • (a) the DOCUMENTS, whether or not the BUYER has read them; and • (b) the physical CONDITION of the LOT and what could reasonably be discovered on inspection of it, whether or not the BUYER has inspected it.	G4.5	The SELLER does not have to produce, nor may the BUYER object to or make a requisition in relation to, any prior or superior title even if it is referred to in the DOCUMENTS.	G10.3	The SELLER has received that sum in cleared funds. The SELLER must pay to the BUYER after COMPLETION any sum to which the BUYER is entitled that the SELLER subsequently receives in cleared funds. Income and outgoings are to be apportioned at ACTUAL COMPLETION DATE unless: • (a) the BUYER is liable to pay interest; and • (b) the SELLER has given notice to the BUYER at any time up to COMPLETION requiring apportionment on the date from which interest becomes payable by the BUYER; • in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the BUYER.
G1.10	The BUYER is not to rely on the information contained in the PARTICULARS but may rely on the SELLER'S conveyancer's written replies to preliminary enquiries to the extent stated in those replies.	G4.6	The SELLER (and, if relevant, the BUYER) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the CONDITIONS apply.	G10.4	Apportionments are to be calculated on the basis that: • (a) the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made; • (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and • (c) where the amount to be apportioned is not known at COMPLETION apportionment is to be made by reference to a reasonable estimate and further payment is to be made by SELLER or BUYER as appropriate within five BUSINESS DAYS of the date when the amount is known.
G2. Deposit		G5. Transfer		G11. Arrears	
G2.1	The amount of the deposit is the greater of: • (a) any minimum deposit stated in the AUCTION CONDUCT CONDITIONS (or the total PRICE, if this is less than that minimum); and • (b) 10% of the PRICE (exclusive of any VAT on the PRICE).	G5.1	Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS: • (a) the BUYER must supply a draft TRANSFER to the SELLER at least ten BUSINESS DAYS before the AGREED COMPLETION DATE and the engrossment (signed as a deed by the BUYER if CONDITION G5.2 applies) five BUSINESS DAYS before that date or (if later) two BUSINESS DAYS after the draft has been approved by the SELLER; and • (b) the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.	G11.1	"Current rent" means, in respect of each of the TENANCIES subject to which the LOT is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding COMPLETION.
G2.2	The deposit • (a) must be paid in pounds sterling by cheque or banker's draft drawn on an APPROVED FINANCIAL INSTITUTION (or by any other means of payment that the AUCTIONEERS may accept); and • (b) is to be held as stakeholder unless the AUCTION CONDUCT CONDITIONS provide that it is to be held as agent for the SELLER.	G5.2	If the SELLER remains liable in any respect in relation to the LOT (or a TENANCY) following COMPLETION the BUYER is specifically to covenant in the TRANSFER to indemnify the SELLER against that liability.	G11.2	If on COMPLETION there are any arrears of current rent the BUYER must pay them, whether or not details of those arrears are given in the SPECIAL CONDITIONS.
G2.3	Where the AUCTIONEERS hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the SELLER on COMPLETION or, if COMPLETION does not take place, to the person entitled to it under the SALE CONDITIONS.	G5.3	The SELLER cannot be required to TRANSFER the LOT to anyone other than the BUYER, or by more than one TRANSFER.	G11.3	Parts 2 and 3 of this CONDITION G11 do not apply to arrears of current rent.
G2.4	If a cheque for all or part of the deposit is not cleared on first presentation the SELLER may treat the CONTRACT as at an end and bring a claim against the BUYER for breach of CONTRACT.	G6. Completion		Part 2 Buyer to pay for arrears	
G2.5	Interest earned on the deposit belongs to the SELLER unless the SALE CONDITIONS provide otherwise.	G6.1	Completion is to take place at the offices of the SELLER'S conveyancer, or where the SELLER may reasonably require, on the AGREED COMPLETION DATE. The SELLER can only be required to complete on a BUSINESS DAY and between the hours of 0930 and 1700.	G11.4	Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of arrears.
G3. Between contract and completion		G6.2	The amount payable on COMPLETION is the balance of the PRICE adjusted to take account of apportionments plus (if applicable) VAT and interest.	G11.5	The BUYER is on COMPLETION to pay, in addition to any other money then due, an amount equal to all arrears of which details are set out in the SPECIAL CONDITIONS.
G3.1	Unless the SPECIAL CONDITIONS state otherwise, the SELLER is to insure the LOT from and including the CONTRACT DATE to COMPLETION and: • (a) produce to the BUYER on request all relevant insurance details; • (b) pay the premiums when due; • (c) if the BUYER so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy; • (d) at the request of the BUYER use reasonable endeavours to have the BUYER'S interest noted on the policy if it does not cover a contracting purchaser; • (e) unless otherwise agreed, cancel the insurance at COMPLETION, apply for a refund of premium and (subject to the rights of any tenant or other third party) that refund to the BUYER; and • (f) (subject to the rights of any tenant or other third party) hold on trust for the BUYER any insurance payments that the SELLER receives in respect of loss or damage arising after the CONTRACT DATE or assign to the BUYER the benefit of any claim; and the BUYER must on COMPLETION reimburse to the SELLER the cost of that insurance (to the extent not already paid by the BUYER or a tenant or other third party) for the period from and including the CONTRACT DATE to COMPLETION.	G6.3	Payment is to be made in pounds sterling and only by: • (a) direct TRANSFER to the SELLER'S conveyancer's client account; and • (b) the release of any deposit held by a stakeholder.	G11.6	If those arrears are not OLD ARREARS the SELLER is to assign to the BUYER all rights that the SELLER has to recover those arrears.
G3.2	No damage to or destruction of the LOT nor any deterioration in its CONDITION, however caused, entitles the BUYER to any reduction in PRICE, or to delay COMPLETION, or to refuse to complete.	G6.4	Unless the SELLER and the BUYER otherwise agree, COMPLETION cannot take place until both have complied with their obligations under the CONTRACT and the balance of the PRICE is unconditionally received in the SELLER'S conveyancer's client account.	Part 3 Buyer not to pay for arrears	
G3.3	Section 47 of the Law of Property Act 1925 does not apply.	G6.5	If COMPLETION takes place after 1400 hours for a reason other than the SELLER'S default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next BUSINESS DAY.	G11.7	Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS: • (a) so state; or • (b) give no details of any arrears.
G3.4	Unless the BUYER is already lawfully in occupation of the LOT the BUYER has no right to enter into occupation prior to COMPLETION.	G6.6	Where applicable the CONTRACT remains in force following COMPLETION.	G11.8	While any arrears due to the seller remain unpaid the buyer must: (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy; (b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment); (c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require; (d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order; (e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and (f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to part 3 of this condition G11.
G4. Title and identity		G6.7	Where applicable the CONTRACT remains in force following COMPLETION.	G11.9	Where the SELLER has the right to recover arrears it must not without the BUYER'S written consent bring insolvency proceedings against a tenant or seek the removal of goods from the LOT.
G4.1	Unless CONDITION G4.2 applies, the BUYER accepts the title of the SELLER to the LOT as at the CONTRACT DATE and may raise no requisition or objection except in relation to any matter that occurs after the CONTRACT DATE.	G7. Notice to complete		G12. Management	
G4.2	If any of the DOCUMENTS is not made available before the AUCTION the following provisions apply: • (a) The BUYER may raise no requisition or objection to any of the DOCUMENTS that is made available before the AUCTION. • (b) If the LOT is registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an official copy of the entries on the register and title plan and, where noted on the register, of all DOCUMENTS subject to which the LOT is being sold. • (c) If the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an examined copy of every relevant document. • (d) If title is in the course of registration, title is to consist of certified copies of: (i) the application for registration of title made to the land registry; (ii) the DOCUMENTS accompanying that application; (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and (iv) a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration DOCUMENTS to the BUYER. • (e) The BUYER has no right to object to or make requisitions on any title information more than seven BUSINESS DAYS after that information has been given to the BUYER.	G7.1	The SELLER or the BUYER may on or after the AGREED COMPLETION DATE but before COMPLETION give the other notice to complete within ten BUSINESS DAYS (excluding the date on which the notice is given) making time of the essence.	G12.1	This CONDITION G12 applies where the LOT is sold subject to TENANCIES.
G4.3	Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the TRANSFER shall so provide): • (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the BUYER; and • (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any CONDITION or tenant's obligation relating to the state or condition of the LOT where the LOT is leasehold property.	G7.2	The person giving the notice must be READY TO COMPLETE.	G12.2	The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.
		G7.3	If the BUYER fails to comply with a notice to complete the SELLER has: • (a) terminate the CONTRACT; • (b) claim the deposit and any interest on it if held by a stakeholder; • (c) forfeit the deposit and any interest on it; • (d) resell the LOT; and • (e) claim damages from the BUYER.	G12.3	The SELLER must consult the BUYER on all management issues that would affect the BUYER after COMPLETION (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a TENANCY; or a new TENANCY or agreement to grant a new TENANCY) and: • (a) the SELLER must comply with the BUYER'S reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the SELLER to a liability that the SELLER would not otherwise have, in which case the SELLER may act reasonably in such a way as to avoid that liability; • (b) if the SELLER gives the BUYER notice of the SELLER'S intended act and the BUYER does not object within five BUSINESS DAYS giving reasons for the objection the SELLER may act as the SELLER intends; and • (c) the BUYER is to indemnify the SELLER against all loss or liability the SELLER incurs through acting as the BUYER requires, or by reason of delay caused by the BUYER.
		G7.4	If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has: • (a) terminate the CONTRACT; and • (b) recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder.	G13. Rent deposits	
		G8. If the contract is brought to an end		G13.1	This CONDITION G13 applies where the SELLER is holding or otherwise entitled to money by way of rent deposit in respect of a TENANCY. In this CONDITION G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.
			If the CONTRACT is lawfully brought to an end: • (a) the BUYER must return all papers to the SELLER and appoints the SELLER its agent to cancel any registration of the CONTRACT; and • (b) 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 CONDITION G7.3.	G13.2	If the rent deposit is not assignable the SELLER must on COMPLETION hold the rent deposit on trust for the BUYER and, subject to the terms of the rent deposit deed, comply at the cost of the BUYER with the BUYER'S lawful instructions.
		G9. Landlord's licence		G13.3	Otherwise the SELLER must on COMPLETION pay and assign its interest in the rent deposit to the BUYER under an assignment in which the BUYER covenants with the SELLER to: • (a) observe and perform the SELLER'S covenants and CONDITIONS in the rent deposit deed and indemnify the SELLER in respect of any breach; • (b) give notice of assignment to the tenant; and • (c) give such direct covenant to the tenant as may be required by the rent deposit deed.
		G9.1	Where the LOT is or includes leasehold land and licence to assign is required this CONDITION G9 applies.	G14. VAT	
		G9.2	The CONTRACT is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.	G14.1	Where a SALE CONDITION requires money to be paid or
		G9.3	The AGREED COMPLETION DATE is not to be earlier than the date five BUSINESS DAYS after the SELLER has given notice to the BUYER that licence has been obtained.		
		G9.4	The SELLER must: • (a) use all reasonable endeavours to obtain the licence at the SELLER'S expense; and • (b) enter into any authorised guarantee agreement properly required.		
		G9.5	The BUYER must: • (a) promptly provide references and other relevant information; and • (b) comply with the landlord's lawful requirements.		
		G9.6	If within three months of the CONTRACT DATE (or such longer period as the SELLER and BUYER agree) the licence has not been obtained the SELLER or the BUYER may (if not then in breach of any obligation under this CONDITION G9) by notice to the other terminate the CONTRACT at any time before licence is obtained. That termination is without prejudice to the claims of either SELLER or BUYER for breach of this CONDITION G9.		
		G10. Interest and apportionments			
		G10.1	If the ACTUAL COMPLETION DATE is after the AGREED COMPLETION DATE for any reason other than the SELLER'S default the BUYER must pay interest at the INTEREST RATE on the PRICE (less any deposit paid) from the AGREED COMPLETION DATE up to and including the ACTUAL COMPLETION DATE.		
		G10.2	Subject to CONDITION G11 the SELLER is not obliged to apportion or account for any sum at COMPLETION unless		

- other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.
- G14.2 Where the SPECIAL CONDITIONS state that no VAT OPTION has been made the SELLER confirms that none has been made by it or by any company in the same VAT group nor will be prior to COMPLETION.
- G15. Transfer as a going concern**
- G15.1 Where the SPECIAL CONDITIONS so state:
- (a) the SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a TRANSFER of a going concern; and
 - (b) this CONDITION G15 applies.
- G15.2 The SELLER confirms that the SELLER
- (a) is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and
 - (b) has (unless the sale is a standard-rated supply) made in relation to the LOT a VAT OPTION that remains valid and will not be revoked before COMPLETION.
- G15.3 The BUYER confirms that:
- (a) it is registered for VAT, either in the BUYER'S name or as a member of a VAT group;
 - (b) it has made, or will make before COMPLETION, a VAT OPTION in relation to the LOT and will not revoke it before or within three months after COMPLETION;
 - (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
 - (d) it is not buying the LOT as a nominee for another person.
- G15.4 The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence:
- (a) of the BUYER'S VAT registration;
 - (b) that the BUYER has made a VAT OPTION; and
 - (c) that the VAT OPTION has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two BUSINESS DAYS before the AGREED COMPLETION DATE, CONDITION G14.1 applies at COMPLETION.
- G15.5 The BUYER confirms that after COMPLETION the BUYER intends to:
- (a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and
 - (b) collect the rents payable under the TENANCIES and charge VAT on them
- G15.6 If, after COMPLETION, it is found that the sale of the LOT is not a TRANSFER of a going concern then:
- (a) the SELLER'S conveyancer is to notify the BUYER'S conveyancer of that finding and provide a VAT invoice in respect of the sale of the LOT;
 - (b) the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the VAT due; and
 - (c) if VAT is payable because the BUYER has not complied with this CONDITION G15, the BUYER must pay and indemnify the SELLER against all costs, interest, penalties or surcharges that the SELLER incurs as a result.
- G16. Capital allowances**
- G16.1 This CONDITION G16 applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.
- G16.2 The SELLER is promptly to supply to the BUYER all information reasonably required by the BUYER in connection with the BUYER'S claim for capital allowances.
- G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS.
- G16.4 The SELLER and BUYER agree:
- (a) to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G16; and
 - (b) to submit the value specified in the SPECIAL CONDITIONS to HM Revenue and Customs for the purposes of their respective capital allowance computations.
- G17. Maintenance agreements**
- G17.1 The SELLER agrees to use reasonable endeavours to TRANSFER to the BUYER, at the BUYER'S cost, the benefit of the maintenance agreements specified in the SPECIAL CONDITIONS.
- G17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such CONTRACTS from the ACTUAL COMPLETION DATE.
- G18. Landlord and Tenant Act 1987**
- G18.1 This CONDITION G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.
- G18.2 The SELLER warrants that the SELLER has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.
- G19. Sale by practitioner**
- G19.1 This CONDITION G19 applies where the sale is by a PRACTITIONER either as SELLER or as agent of the SELLER.
- G19.2 The PRACTITIONER has been duly appointed and is empowered to sell the LOT.
- G19.3 Neither the PRACTITIONER nor the firm or any member of the firm to which the PRACTITIONER belongs has any personal liability in connection with the sale or the performance of the SELLER'S obligations. The TRANSFER is to include a declaration excluding that personal liability.
- G19.4 The LOT is sold:
- (a) in its condition at COMPLETION;
 - (b) for such title as the SELLER may have; and
 - (c) with no title guarantee; and the BUYER has no right to terminate the CONTRACT or any other remedy if information provided about the LOT is inaccurate, incomplete or missing.
- G19.5 Where relevant:
- (a) the DOCUMENTS must include certified copies of those under which the PRACTITIONER is appointed, the document of appointment and the PRACTITIONER'S acceptance of appointment; and
 - (b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.
- G19.6 The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.
- G20. TUPE**
- G20.1 If the SPECIAL CONDITIONS state "There are no employees to which TUPE applies", this is a warranty by the SELLER to this effect.
- G20.2 If the SPECIAL CONDITIONS do not state "There are no employees to which TUPE applies" the following paragraphs apply:
- (a) The SELLER must notify the BUYER of those employees whose CONTRACTS of employment will TRANSFER to the BUYER on COMPLETION (the "Transferring Employees"). This notification must be given to the BUYER not less than 14 days before COMPLETION.
 - (b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the Transferring Employees.
 - (c) The BUYER and the SELLER acknowledge that pursuant and subject to TUPE, the CONTRACTS of employment between the Transferring Employees and the SELLER will TRANSFER to the BUYER on COMPLETION.
 - (d) The BUYER is to keep the SELLER indemnified against all liability for the Transferring Employees after COMPLETION.
- G21. Environmental**
- G21.1 This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.
- G21.2 The SELLER has made available such reports as the SELLER has as to the environmental condition of the LOT and has given the BUYER the opportunity to carry out investigations (whether or not the BUYER has read those reports or carried out any investigation) and the BUYER admits that the PRICE takes into account the environmental condition of the LOT.
- G21.3 The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT.
- G22. Service Charge**
- G22.1 This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.
- G22.2 No apportionment is to be made at COMPLETION in respect of service charges.
- G22.3 Within two months after COMPLETION the SELLER must provide to the BUYER a detailed service charge account for the service charge year current on COMPLETION showing:
- (a) service charge expenditure attributable to each TENANCY;
 - (b) payments on account of service charge received from each tenant;
 - (c) any amounts due from a tenant that have not been received;
 - (d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.
- G22.4 In respect of each TENANCY, if the service charge account shows that:
- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to the excess when it provides the service charge account;
 - (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the BUYER must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the SELLER within five BUSINESS DAYS of receipt in cleared funds; but in respect of payments on account that are still due from a tenant CONDITION G11 (arrears) applies.
- G22.5 In respect of service charge expenditure that is not attributable to any TENANCY the SELLER must pay the expenditure incurred in respect of the period before ACTUAL COMPLETION DATE and the BUYER must pay the expenditure incurred in respect of the period after ACTUAL COMPLETION DATE. Any necessary monetary adjustment is to be made within five BUSINESS DAYS of the SELLER providing the service charge account to the BUYER.
- G22.6 If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
- (a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and
 - (b) the BUYER must covenant with the SELLER to hold it in accordance with the terms of the TENANCIES and to indemnify the SELLER if it does not do so.
- G23. Rent reviews**
- G23.1 This CONDITION G23 applies where the LOT is sold subject to a TENANCY under which a rent review due on or before the ACTUAL COMPLETION DATE has not been agreed or determined.
- G23.2 The SELLER may continue negotiations or rent review proceedings up to the ACTUAL COMPLETION DATE but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the BUYER, such consent not to be unreasonably withheld or delayed.
- G23.3 Following COMPLETION the BUYER must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the SELLER, such consent not to be unreasonably withheld or delayed.
- G23.4 The SELLER must promptly:
- (a) give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
 - (b) use all reasonable endeavours to substitute the BUYER for the SELLER in any rent review proceedings.
- G23.5 The SELLER and the BUYER are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- G23.6 When the rent review has been agreed or determined the BUYER must account to the SELLER for any increased rent and interest recovered from the tenant that relates to the SELLER'S period of ownership within five BUSINESS DAYS of receipt of cleared funds.
- G23.7 If a rent review is agreed or determined before COMPLETION but the increased rent and any interest recoverable from the tenant has not been received by COMPLETION the increased rent and any interest recoverable is to be treated as arrears.
- G23.8 The SELLER and the BUYER are to bear their own costs in relation to rent review negotiations and proceedings.
- G24. Tenancy renewals**
- G24.1 This CONDITION G24 applies where the tenant under a TENANCY has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- G24.2 Where practicable, without exposing the SELLER to liability or penalty, the SELLER must not without the written consent of the BUYER (which the BUYER must not unreasonably withhold or delay) serve or respond to any notice or
- begin or continue any proceedings.
- G24.3 If the SELLER receives a notice the SELLER must send a copy to the BUYER within five BUSINESS DAYS and act as the BUYER reasonably directs in relation to it.
- G24.4 Following COMPLETION the BUYER must:
- (a) with the co-operation of the SELLER take immediate steps to substitute itself as a party to any proceedings;
 - (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the TENANCY and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
 - (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed TENANCY) account to the SELLER for the part of that increase that relates to the SELLER'S period of ownership of the LOT within five BUSINESS DAYS of receipt of cleared funds.
- G24.5 The SELLER and the BUYER are to bear their own costs in relation to the renewal of the TENANCY and any proceedings relating to this.
- G25. Warranties**
- G25.1 Available warranties are listed in the SPECIAL CONDITIONS.
- G25.2 Where a warranty is assignable the SELLER must:
- (a) on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the warranty; and
 - (b) apply for (and the SELLER and the BUYER must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by COMPLETION the warranty must be assigned within five BUSINESS DAYS after the consent has been obtained.
- G25.3 If a warranty is not assignable the SELLER must after COMPLETION:
- (a) hold the warranty on trust for the BUYER; and
 - (b) at the BUYER'S cost comply with such of the lawful instructions of the BUYER in relation to the warranty as do not place the SELLER in breach of its terms or expose the SELLER to any liability or penalty.
- G26. No assignment**
- The BUYER must not assign, mortgage or otherwise TRANSFER or part with the whole or any part of the BUYER'S interest under this CONTRACT.
- G27. Registration at the Land Registry**
- G27.1 This CONDITION G27.1 applies where the LOT is leasehold and its sale either triggers first registration or is a registrable disposition. The BUYER must at its own expense and as soon as practicable:
- (a) procure that it becomes registered at Land Registry as proprietor of the LOT;
 - (b) procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and
 - (c) provide the SELLER with an official copy of the register relating to such lease showing itself registered as proprietor.
- G27.2 This CONDITION G27.2 applies where the LOT comprises part of a registered title. The BUYER must at its own expense and as soon as practicable:
- (a) apply for registration of the TRANSFER;
 - (b) provide the SELLER with an official copy and title plan for the BUYER'S new title; and
 - (c) join in any representations the SELLER may properly make to Land Registry relating to the application.
- G28. Notices and other communications**
- G28.1 All communications, including notices, must be in writing. Communication to or by the SELLER or the BUYER may be given to or by their conveyancers.
- G28.2 A communication may be relied on if:
- (a) delivered by hand; or
 - (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
 - (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the SALE MEMORANDUM) by a postal service that offers normally to deliver mail the next following BUSINESS DAY.
- G28.3 A communication is to be treated as received:
- (a) when delivered, if delivered by hand; or
 - (b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a BUSINESS DAY a communication is to be treated as received on the next BUSINESS DAY.
- G28.4 A communication sent by a postal service that offers normally to deliver mail the next following BUSINESS DAY will be treated as received on the second BUSINESS DAY after it has been posted.
- G29. Contracts**
- (Rights of Third Parties) Act 1999 No one is intended to have any benefit under the CONTRACT pursuant to the Contract (Rights of Third Parties) Act 1999.

Extra General Conditions

Applicable for all lots where the Common Auction Conditions apply.

- The Deposit**
 - GENERAL CONDITIONS A5.5a shall be deemed to be deleted and replaced by the following:
A5.5a. The Deposit:
a) must be paid to the AUCTIONEERS by cheque or bankers draft drawn on a UK clearing bank or building society (or by such other means of payment as they may accept)
b) is to be held as stakeholder save to the extent of the AUCTIONEERS' fees and expenses which part of the deposit shall be held as agents for the SELLER
- Buyer's Administration Charge**
 - Should your bid be successful you will be liable to pay a Buyer's Administration Charge of £700 (inclusive of VAT) upon exchange of contracts to the Auctioneer.
- Extra Auction Conduct Conditions**
 - Despite any special CONDITION to the contrary the minimum deposit we accept is £3,000 (or the total PRICE, if less). A special CONDITION may, however, require a higher minimum deposit.



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