

Next North West Auction...

### Wednesday 6<sup>th</sup> June 2018 - 1<sup>pm</sup>

Bloomfield Road Blackpool FY1 6JJ

# June Auction Catalogue

# In this issue...

- A word from the Director
- $\bigcirc$  Success stories

egotiator

☐ Featured properties



# 0191 206 9335 pattinsonauction.co.uk



Justin Beckwith Auction Director

### A word from our Auction Director Justin...

We're highly anticipating another huge hit at our June North West live auction event at Bloomfield Road, Blackpool on June 6<sup>th</sup>.

We'd love you to come along but first take a look at what we have on offer. All properties here in our catalogue are also on our website, **pattinsonauction.co.uk**, alongside those we have in our online auctions.

See in the summer months in a prime location by the beautiful promenade and sea front in Fleetwood. In need of modernisation, 129 Darbishire Road with gorgeous period features including turret bay windows has huge potential. This is an unmissable project for budding renovators and seasoned investors alike.

This amazing feature property is likely to follow in the footsteps of 76 Granville Road. Sold in our April auction, this stunning garden fronted end-terrace located within walking distance of Blackburn town centre sold for 125% of the starting bid!

Make sure you consider auction for your next property move. Speak to our auction experts if you have any questions.

Happy bidding!

Justin Beckwith MNAVA

# Coming along to the auction?

Rentermenth



We host National Auctions across the UK on a regular basis. Come along to speak with one of our specialists who will help you familiarise yourself with the auction process. We advise everyone to arrive early to give you the opportunity to discuss any lots you're interest in with a member of the auction team and to have a look at the legal packs available if you're bidding on an unconditional lot.

North East Newcastle Falcons Rugby Club NE13 8AF Registration 5pm North West Bloomfield Road, Blackpool FY1 6JJ Registration 1pm Midlands & Yorkshire Nottingham Racecourse NG2 4BE Registration 1pm

The Negotiator Regotiator Residential Auction House of the Year

To see how we can help you buy, sell and move call our auction specialists on **0191 206 9335** or visit **pattinsonauction.co.uk** 

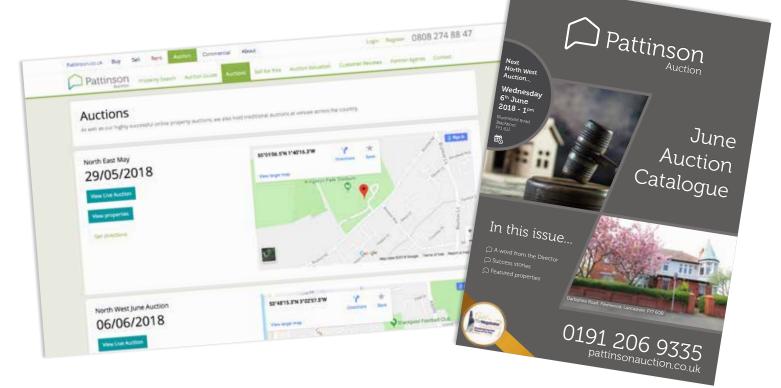


Upcoming Pattinson Auctions

# Let's talk property...

For a comprehensive list of our upcoming National & Online Auctions, or to download a copy of our Auction catalogues please visit:

# pattinsonauction.co.uk



With over twenty years of experience in selling at auction our commercial department offer a monthly sale of commercial property with continued success. As always, our service continues to be supported by many of our counterparts and organisations producing great results. We are now taking instructions for our upcoming live events. For more information about selling at auction please contact us on **0191 425 1507**.

Station Road, Wallsend, Tyne and Wear, NE28 8QS



"Working with Pattinson Commercial has been a great success. Selling our client's properties through auction was the ideal way of securing the best price within a fixed time frame." Johnson Tucker Starting Bid £35,000

Sold For **£40,000** 

• Three Storey Mid Terrace

- Office Accommodation
- Large Window Frontage



- 155sqm Cleared Site
- Full Planning Permission Granted
- Four Self-Contained Apartments



We are delighted to have sold this extensive property portfolio. Many of the properties within the portfolio were refurbished to a good standard throughout. Similar properties required!

To see how we can help you buy, sell and move call our commercial specialists on **0191 425 1507** or visit **pattinson.co.uk/commercial** 





Karlyn Court, Beach Road, Thornton Cleveleys, FY5 1EH



- Two Storey, Three Floor Property
- Three Holiday Apartments
- Plus Private Owners Accommodation

Salmon Leap Hotel, Coach Road, Sleights, Whitby, YO22 5AA



- Potential Development
- Planning Granted For 7 Holiday Cottages
- Busy Tourist Location

Reads Avenue, Blackpool, Lancashire, FY1 4DE



- Three storey mid-terrace
- Eleven self-contained flats
- Use as residential or holiday lets



- Former 33 Bedroom Licensed Hotel
- Substantial 4 Storey Property
- Development Opportunity

# Let's talk property

# Definition of Auction Terms

We've outlined the key terms of each auction lot so you know exactly what you're bidding on. For more information speak to one of our auction specialists at the auction event or call us on 0191 206 9335.

### Conditional Lots

Upon the fall of the gavel the buyer shall...

- Exchange contracts within 28 days
- Complete the purchase within an additional 28 days of the exchange
- A non-refundable £3,600 deposit
- Pay an administration fee of £780 (inc VAT)

### Conditional Lots -Reservation Fee \*

Upon the fall of the gavel the buyer shall...

- Pay a non-refundable 5% plus VAT Reservation Fee. (to a minimum of £5,000 plus VAT)
- Exchange contracts within 28 days.
- Complete the purchase within an additional 28 days of the exchange.

### Unconditional Lots

Upon the fall of the gavel the buyer shall...

- Exchange of contracts on the fall of the hammer. Special conditions may apply
- The sale must complete within 28 days
- A 10% deposit must be paid subject to a minimum of £3,600
- Pay an administration fee of £780 (inc VAT)

### Unconditional Lots -Reservation Fee \*

Upon the fall of the gavel the buyer shall...

- Exchange contracts immediately.
- Pay a 5% Deposit and a 5% Reservation Fee. (to a minimum of £5,000 plus VAT)
- Be legally bound to buy the property / lot and the vendor is legally bound to sell.
- The sale must complete within 28 days.
- \* Reservation fee denotes a different set of charges to the regular auction lots. Reservation fee lots will be either Unconditional or Conditional the reservation fee does not contribute toward the purchase price. Please read the differences between these auction formats carefully above so you understand the associated costs of each one and the requirements of each auction. If you have any questions please don't hesitate to ask a member of staff on the day.

To see how we can help you buy, sell and move call our auction specialists on **0191 206 9335** or visit **pattinsonauction.co.uk** 

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ential Auction



# Unsure of Auctions?

# What is the difference between a start bid and a reserve price?

A starting bid is simply the price the bidding begins at. The reserve price is the undisclosed amount the seller would accept for the property. The reserve ensures the property cannot be sold for less than the seller is prepared to accept. The reserve and starting bid are subject to change. The starting bid may be a price that the property cannot be sold for.

# What is the difference between a conditional and unconditional auction?

An unconditional auction is what most people understand an auction to be i.e. the property is sold on the fall of a hammer. A Pattinson Auction innovation is the conditional auction which gives both parties 28 days (unless otherwise agreed) to exchange contracts on the property following the fall of the hammer, providing sellers and buyers with a fixed time scale for the sale.

### What payment methods do you accept?

Our preferred methods of payment are via debit card or BACS transfer. We do NOT accept cheque payments. Alternatively cleared funds may be banked with Keith Pattinson prior to the auction which would be refunded the day after the auction if unsuccessful. We will also accept payment via credit card in the event the previously stated payment methods are not available.

### Legal representation

Successful bidders will be required to provide their solicitors details that will act on their behalf immediately following the sale. Should you not be able to provide this, Pattinson Auction will instruct our legal team to act on your behalf. A copy of the quotation is available upon request.

# How to bid



### In Person Come along to our auction



### Proxy Bid

If you can't attend the auction we can bid on your behalf



### Online Bid on a property on our website



Phone

We can telephone you from the auction room and bid on your behalf





Interested in becoming part of the award winning team?

Contact our auction specialists today and discuss how we can make auction work for you...

# 0191 425 1512 northwest@pattinson.co.uk



### North West Auction Index

Lot   Address	Starting Bid	Lot   Address	Starting Bid
8 Agar Hotel, Livingstone Road, Blackpool, FY1 4DQ	£70,000	23 Holmfield Road, North Shore, Blackpool, FY2 9RF	£140,000
19 Badminton Street, Dingle, Liverpool, L8 9UR	£60,000	44 Isherwood Street, Blackburn, BB2 4HP	£40,000
20 Blackburn Road, Padiham, Burnley, BB12 8JZ	£75,000	47 Kent Road, Blackpool, FY1 5HB	£60,000
28 Blake Street, Ilkeston, Nottinghamshire, DE7 8GP	£50,000	26 Lewis Walk, Kirkby, Liverpool, L33 4JD	£125,000
2 Blakiston Street, Fleetwood, FY7 6LF	£35,000	36 Longmoor Lane, Liverpool, L9 OEJ	£425,000
11 Brindle Road, Bamber Bridge, Preston, PR5 6YJ	£170,000	27 Mae Apartments Newdegate Street, Nuneaton, CV11 4EJ	£62,000
5 Brook Street, Rishton, Blackburn, BB1 4DL	£42,000	30 Mae Apartments Newdegate Street, Nuneaton, CV11 4EJ	£52,000
25 Camelot Gardens, Fishtoft, Boston, PE21 9RP	£90,000	29 Mill Lane, Coppull, Chorley, PR7 5AN	£65,000
34 Coach and Horses Hotel, Haslingden Old Road, Oswaldtwistle, BB5 3SN	£230,000	4 Moore Street, Bootle, L20 4SF	£40,000
18 Colver Road, Sheffield, S2 4UP	£130,000	6 Norfolk Park Student Residence, Norfolk Park Road, Sheffield, S2 2UF	£125,000
13 Cornelian Street, Blackburn, BB1 9AW	£55,000	15 Norfolk Park Student Residence, Norfolk Park Road, Sheffield, S2 2UF	£125,000
41 Cotmanhay Road, Ilkeston, Derbyshire, DE7 8QT	£95,000	35 North Lingwell Road, Leeds, West Yorkshire, LS10 3SP	£40,000
32 Crown Street, Farington, Leyland, PR25 4QH	£95,000	17 Osborne Road, Blackpool, FY4 1HJ	£115,000
53 Darbishire Road, Fleetwood, FY7 6QB	£195,000	12 Queens Walk, Thornton-Cleveleys, FY5 1JU	£230,000
43 Dorset Road, Anfield, Liverpool, L6 4DX	£60,000	33 Riley Hill Farm Lee Road, Blackpool, FY4 4QS	£300,000
38 Edale Road, Sneinton, Nottingham, Nottinghamshire, NG2 4HT	£75,000	37 Riversgate, Fleetwood, FY7 7NZ	£55,000
31 Egerton Road, Blackpool, FY1 2NL	£180,000	45 Sandon Street, Darwen, BB3 3DB	£50,000
10 Whalley New Road, Blackburn, BB1 9SP	£70,000	50 St. James's Road, Blackburn, BB1 8ET	£90,000
14 Glasgow Street, Hull, East Riding of Yorkshire, HU3 3PS	£39,000	22 Summerhill Cottage, Deyes Lane, Liverpool, L31 6DW	£285,000
7 Greengates Grove Hall Close, Edenthorpe, Doncaster, DN3 2LT	£115,000	21 Sunnybank Cottage, Porret Lane, Hinderwell, TS13 5JS	£230,000
42 Gynn Avenue, Blackpool, FY1 2LD	£80,000	16 The Feathers Hotel, Albert Road, Blackpool, FY1 4PW	£215,000
39 Hall Moss Farm, Bolton Road, Darwen, BB3 2TY	£60,000	3 Westbury Gardens, Blackburn, BB1 1XF	£62,000
52 Halliwell Road, Bolton, Greater Manchester, BL1 8DB	£40,000	9 Whitehill Farm, Preston Road, Whittle-le-Woods, Chorley, PR6 7DB	£540,000
48 Hamlet Road, Fleetwood, FY7 7HW	£80,000	49 Wimbourne Guest House, 10 Moore Street, Blackpool, FY4 1DB	£75,000
1 Hicks Terrace, Rishton, Blackburn, BB1 4JH	£35,000	46 Woodlea Road, Blackburn, BB1 1TT	£28,000
24 High Street, Holywell, Flintshire, CH8 7TE	£180,000	40 York Street, Blackpool, FY1 5AQ	£45,000
51 Holmes Street, Liverpool, L8 ORH	£45,000		



# Granville Road, Blackburn, Lancashire, BB2 6JS

- Garden Fronted End Terrace Property
- Two Reception Rooms
- Fitted Kitchen
- Three Bedrooms
- Gas Central Heated & Wood Single Glazing

# Sold at Auction for £100,500

# Starting Bid £75,000



To see how we can help you buy, sell and move call our auction specialists on **0191 206 9335** or visit **pattinsonauction.co.uk** 

ntial Auction

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# Karlyn Court, Beach Road, Thornton Cleveleys, FY5 1EH

- Two Storey, Three Floor Property
- Three Holiday Apartments
- Plus Private Owners Accommodation
- Seaside Location
- Freehold Title

Sold at Auction for £115,000



# Featured Properties

# Let's talk property.

Halliwell Road, Bolton, Greater Manchester, BL1 8DB



- Stone Fronted End Terrace
- Two Double Bedrooms
- Ideal Investor Property
- In Need of Refurbishment

Darbishire Road, Fleetwood, Lancashire, FY7 6QB

Starting bid **£195,000** 



- In Need of Modernisation
- Near to Sea Front
- Sea Views
- Beautiful Views



- A fantastic investment opportunity
- A 2 bedroom terrace property
- In need of full refurbishment
- 2 Reception Rooms

### Summerhill Cottage, Deyes Lane, Liverpool, L31 6DW



- Detached Cottage Built 1760
- Five Double Bedrooms
- Parquet Floor, Dual Fuel Stove, Inglenook
- Large Enclosed Rear Garden, Two Driveways to Front

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The Negotiator

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# North West Auction

# 6<sup>th</sup> June 2018

1pm Registration - 1:30pm Start

# **Blackpool FC**

Bloomfield Road Seasiders Way Blackpool FY1 6JJ



### DUCKWORTHS

Hicks Terrace, Rishton, BB1 4JH

- Terrace Property
- Two Bedrooms
- In Need Of Refurbishment
- Two Reception Rooms
- Extended Kitchen

### EPC -

Unconditional Reservation Fee

## Starting Bid £35,000

01254 234242

Duckworths Estate Agents

Lot

1

Lot

2

Lot

3



### Oystons estate agency

# Blakiston Street, Fleetwood, FY7 6LF End Terrace House Tug Backgroup

- Two Bedrooms
- Cash Buyers Only
- On Street Parking
- Sought After Location

### EPC -

Unconditional Reservation Fee

### Starting Bid £35,000 01253776777 Oystons

### CROWN

### Westbury Gardens, Blackburn, BB1 1XF

- End Terrace Property
- Three Bedrooms
- Gas Central Heating & Double Glazing
- Garage
- Front & Rear Gardens

### EPC - D

Unconditional Reservation Fee

Starting Bid £62,000 01254 695555 Crown Estates



To see how we can help you buy, sell and move call our auction specialists on **0191 206 9335** or visit **pattinsonauction.co.uk** 

14 | Pattinson Auction

# Pattinson Auction

Lot

4

Lot

5

Lot

6



### hsi properties

Moore Street, Bootle, L20 4SF

- Terrace House
- Two Bedrooms
- Gas Central Heating & Double Glazing
- Garage
- Front & Rear Gardens
- Potential Rental Income £5,400 PA

EPC -

Unconditional Reservation Fee

Starting Bid £40,000

0151 282 2645 HSI Properties

Brook Street, Rishton, BB1 4DL



### DUCKWORTHS

- Terrace House
  - Two Bedrooms
  - Two Reception Rooms
  - On Street Parking
  - Rear Yard

EPC - F

Unconditional Reservation Fee

### Starting Bid £42,000 01254 234242 Duckworths Estate Agents

200 Norfolk Park Road, Sheffield, S2 2UF



### BELVOIR!

- Superb Investment Opportunity
- 5 Double Bedrooms
- Furniture Included
- Excellent Rental Yield
- Let to Students or Professionals

### EPC - D

Unconditional Reservation Fee

Starting Bid £125,000 0114 25 25 215 Belvoir

<image/> <image/>	Crove Hall Close, Edenthorpe, DN3 2LT         9. Detached Bungalow         9. Two Bedrooms         9. Vacant Possession         9. Nivestment Opportunity         9. Refurbishment Required    EPC - D Inconditional Reservation Fee Staging Bid Edits, 0000 Any Property Store
<image/>	<ul> <li>Livingstone Road, Blackpool, FY1 4DQ</li> <li>Inree storey hotel</li> <li>Eleven bedrooms</li> <li>All with en-suites</li> <li>Communal bar/lounge area</li> <li>Great town centre location</li> <li>Freehold title</li> </ul> EPC - Unconditional Reservation Fee Stagging Bid E70,0000 O1253 420420 Kenricks Commercial Estate Agents
<image/> <image/>	<ul> <li>Preston Road, Whittle-le-Woods, PR6 7DB</li> <li>Commercial and residential portfolio</li> <li>Three bedroom detached farmhouse</li> <li>Tenanted workshop/garage</li> <li>Current annual income of £7,800</li> <li>Potential annual income of £39,000</li> <li>Site area 0.62 acres</li> </ul> EPC - Unconditional Reservation Fee Staging Bid £540,0000 O1253 420420 Kenricks Commercial Estate Agents
Gold The Negotiator	

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Residential Auction House of the Year

# Pattinson Auction

Lot

10

Lot

11

Lot

12



### CROWN 🥵 ESTATE

Whalley New Road, Blackburn, BB1 9SP

- Terraced Property
- Three Bedrooms
- Two Reception Rooms
- Freehold
- Front & Rear Gardens

### EPC - E

Unconditional Reservation Fee

Starting Bid £70,000

01254 695555

555 Crown Estates



### M SANDRA TAYLOR

### Brindle Road, Bamber Bridge, PR5 6YJ

- Cottage
- Four Bedrooms
- Gas Central Heating & Double Glazing
- On Street Parking
- Rear Yard

EPC - E

Unconditional Reservation Fee

### Starting Bid £170,000 01772 433905 Sandra Taylor





### Queens Walk, Thornton-Cleveleys, FY5 1JU

- Detached Bungalow
- Two Reception Rooms
- Three Bedrooms
- Gas Central Heating & Double Glazing
- Gardens to Front & Rear
- Driveway & Garage

EPC - D

Unconditional Reservation Fee

Starting Bid £230,000 01253883311 iMove



### CROWN 🥵 ESTATE

ESTATES Cornelian Street, Blackburn, BB1 9AW

- Mid Terrace Property
- Two Reception Rooms
- KitchenTwo Bed
- Two BedroomsBathroom
- Gas Central Heated & Double Glazed

EPC - D

Unconditional Reservation Fee

Lot

13

Lot

14

Lot

15

# Starting Bid £55,000

01254 695555 Crown Estates



#### Barrington & Blake

### Glasgow Street, Hull, HU3 3PS

- Three Bedroom Terrace House
- Vacant Property
- Investment Opportunity
- Lounge & Dining Room
- Enclosed Rear Garden

EPC - F

Unconditional Reservation Fee

### Starting Bid £39,000 0113 205 9400 Barrington & Blake

200 Norfolk Park Road, Sheffield, S2 2UF



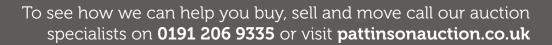
### **BELVOIR!**

- Superb Investment Opportunity
- 5 Double Bedrooms
- Furniture Included
- Let To Students Or Professionals
- Excellent Rental Yield

### EPC - C

Unconditional Reservation Fee

Starting Bid £125,000 0114 25 25 215 Belvoir



Jold The Negotiator

sidential Auction use of the Year

# Pattinson Auction

<image/>	Abert Road, Blackpool, FY1 4PW • Inree storey four floor property • Reehold and business for sale • B guest bedrooms with en-suites • All fixtures and fittings included • Available on online booking portals • Turnover of £63,726 (July 2016) EPC - EDC -
<image/>	Osborne Road, Blackpool, FY4 1HJ <ul> <li>Private storey four floor property</li> <li>Pily licensed hotel</li> <li>Private owner accommodation</li> <li>Prevehold title</li> <li>Pown centre location</li> </ul> <ul> <li>Provent commodation</li> <li>Prevehold title</li> <li>Pown centre location</li> </ul> <ul> <li>Provent commodation</li> <li>Prevehold title</li> <li>Pown centre location</li> </ul> <ul> <li>Provent commodation</li> <li>Prevehold title</li> <li>Pown centre location</li> </ul> <ul> <li>Provent commodation</li> <li>P</li></ul>
<image/>	<ul> <li>Colver Road, Sheffield, S2 4UP</li> <li>1 errace House</li> <li>Three Bedrooms</li> <li>Sold Furnished</li> <li>Fantastic Investment</li> <li>Fully Let</li> <li>£18,480 Annual Income</li> <li>EPC - E</li> <li>Unconditional Reservation Fee</li> <li>Starting Bid £130,0000</li> <li>O114 25 25 215 Belvoir</li> </ul>





### Badminton Street, Dingle, L8 9UR

- End Terrace House
- Three Bedrooms
- Ideal Investment or First Time Buy
- Freehold
- Close To Local Amenities
- Refurbishment Opportunity

EPC -

#### Unconditional Reservation Fee

Lot

19

Lot

20

Lot

21

Starting Bid £60,000

01517282585

Beech Properties





### Blackburn Road, Padiham, BB12 8JZ

- End Terraced House
- Three Bedrooms
- Close To Local Amenities
- Gas Central Heating & Double Glazing
- Open Countryside

EPC - E

Unconditional Reservation Fee

### Starting Bid £75,000 01282776585 The Dwelling Place



### Jacksons

### 2 Porret Lane, Hinderwell, TS13 5JS

- Detached Thatched Cottage
- Two Bedrooms
- Situated between Runswick Bay and Staithes
- Currently used as a Successful Holiday Let
- Downstairs WC

#### EPC -

Unconditional Reservation Fee

Starting Bid £230,000 01947 606111 Jacksons



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neNegotiator

dential Auction se of the Year



Lot

22





Deyes Lane, Liverpool, L31 6DW

- Detached Cottage
- Five Bedrooms
- Gas Central Heating & Double Glazing
- Two Driveways
- Enclosed Rear Garden

### EPC - E

Unconditional Reservation Fee

### Starting Bid £285,000

0151 526 1455 Loc8





# Holmfield Road, North Shore, FY2 9RF Three storey end terrace Six self-contained flats Tenanted investment Annual income of £23,556 Freehold title Parking spaces for 5 vehicles EPC Unconditional Reservation Fee

# Starting Bid £140,000

01253 420420

Kenricks Commercial Estate Agents



### Reid & Roberts

### High Street, Holywell, CH8 7TE

- Three storey, four floor property
- Public house with B&B
- Private owner accommodation
- Five bedrooms (all en-suite)
- Excellent town centre location
- Freehold title

EPC -

Unconditional Reservation Fee

Starting Bid £180,000 01352 711170 Reid & Roberts

# Let's talk auction...

Lot

24







### Camelot Gardens, Fishtoft, PE21 9RP

- Detached Bungalow
- Two Bedrooms
- Requiring Modernisation
- Driveway
- Rear Garden

### EPC - D

Lot

25

Lot

26

Lot

27

Starting Bid £90,000

01205 336122

Fairweather





### Lewis Walk, Kirkby, L33 4JD

- End Terrace House
- Four Bedrooms
- Parking To The Front
- Rear Garden
- Private Location

EPC -

### Starting Bid £125,000 0151 548 5488 Greenbank Estate Agents



### Newdegate Street, Nuneaton, CV11 4EJ

- Recently Developed Two Bedroom Apartment
- Town Centre Location
- Close To Train Station
- Ideal Investment Opportunity
- Average 8% Rental Yield Per Annum •

### EPC - D

Starting Bid £62,000 024 76 326 414 Asmiths

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idential Auction ise of the Year



Lot

28

Lot

29

Lot

30





### Blake Street, Ilkeston, DE7 8GP

- Terrace Property
- Two BedroomsLounge/Diner
- Kitchen
- Rear Garden
- Potential Rental Income £4,800 PA

EPC - E

Unconditional Reservation Fee

### Starting Bid £50,000

0115 960 8822 Saint Properties



SANDRA TAYLOR

### Mill Lane, Coppull, PR7 5AN

- Mid Terrace Property
- Two Bedrooms
- Gas Central Heating & Double Glazing
- Enclosed Yard To The Rear
- On Street Parking

EPC - D

Unconditional Reservation Fee

### Starting Bid £65,000 01772 433905 Sandra Taylor





### Newdegate Street, Nuneaton, CV11 4EJ

- Recently Developed Studio Apartment
- Town Centre Location
- Close To Train Station
- Ideal Investment Opportunity
- Average 8% Rental Yield Per Annum

### EPC - C

Unconditional Reservation Fee

Starting Bid £52,000 024 76 326 414 Asmiths



24 | Pattinson Auction

# Pattinson Auction

Lot

34

Lot

35

Lot

36



### DUCKWORTHS

Haslingden Old Road, Oswaldtwistle, BB5 3SN

- Two storey detached property
- Former public house/restaurant
- Site area approx. 0.32 acres
- Planning permission granted
- 1x semi-detached dwelling and 2x flats
- Freehold title

EPC -

### Starting Bid £230,000

01282 412777 **Duckworths Estate Agents** 

North Lingwell Road, Leeds, LS10 3SP

 Ground Floor Apartment • Two Bedrooms

 Popular Residential Area Close To Local Amenities

• Leasehold

EPC -



Barrington & Blake

Starting Bid £40,000 0113 205 9400 Barrington & Blake

### Longmoor Lane, Liverpool, L9 OEJ

- Mixed commercial/residential property
- Tenanted investment
- Ground floor A1 retail
- Seven tenanted flats above
- Current annual income of £37,800
- Excellent location and transport links

EPC -

Starting Bid £425,000 0151 4829502 / Moor Estates

Let's talk auction...



### MOOR STATE

Pattinson Auction | 25

<image/> <image/>	Provide the servation of the providet of the pr
<image/> <image/>	<ul> <li>Edate Road, Sneinton, NC2 4HT</li> <li>errace Property</li> <li>mo Bedrooms</li> <li>two Reception Rooms</li> <li>deal Investment Opportunity With Tenant In Situ</li> <li>Close To Local Amenities</li> <li>Currently Achieving £475pcm</li> </ul> EPC - D Unconditional Reservation Fee Staging Bid Ecos, 0000 D1159 338438 Castlegate Estate & Lettings
	<ul> <li>Botton Road, Darwen, BB3 2TY</li> <li>Grazing land</li> <li>19.66 acres</li> <li>Part road ownership</li> <li>Ideal for horses and livestock</li> <li>Access via private road</li> <li>Freehold title</li> </ul> EPC - Unconditional Reservation Fee Stagging Bid E60,0000 D1254398516 Thompson & Partners
	p you buy, sell and move call our auction 206 9335 or visit pattinsonauction.co.uk



Lot

40

Lot

41

Lot

42



# Oystons

ESTATE AGENCY

### York Street, Blackpool, FY1 5AQ

- Guest House
- Nine Bedrooms
- Town Centre Location
- Freehold Title
- Double Glazing Throughout
- Gas Central Heating

EPC -

Unconditional Reservation Fee

Starting Bid £45,000

01253 622225 Oystons







### Cotmanhay Road, Ilkeston, DE7 8QT

- Detached Property
- Three Bedrooms
- Off Street Parking
- Rear Garden
- Solar Panels
- Currently Let at £550 PCM

EPC -

**Jnconditional Reservation Fee** 

### Starting Bid £95,000 0330 113 4751 Manor House Property Ltd



### Gynn Avenue, Blackpool, FY1 2LD

- Three storey mid-terrace
- Seven bedroom hotel
- Dining room for 16 guests
- Town centre location
- Freehold title
- Private chalet accommodation

EPC -

Unconditional Reservation Fee

Starting Bid £80,000

01253 420420

Kenricks Commercial Estate Agents







Dorset Road, Anfield, L6 4DX

- Terrace Property
- Three Bedrooms
- Two Reception Rooms
- Yard To The Rear On Street Parking
- Potential Rental Income £6,300 PA

EPC - E

Lot

43

Lot

45

Starting Bid £60,000

0151 523 6600 Greenco



#### Isherwood Street, Blackburn, BB2 4HP Lot Terrace Property • Two Bedrooms 44

- Two Reception Rooms
- Gas Central Heating
- Yard To The Rear

EPC -

### Starting Bid £40,000 01254 695555 **Crown Estates**







### Sandon Street, Darwen, BB3 3DB

- Terrace House
- Two Bedrooms
- Close To Local Amenities
- On Street Parking
- Rear Yard
- Potential Rental Income £5,400 PA

EPC - D

Starting Bid £50,000 01257 367110 Hughes Estate Agent



1d The Negotiator

sidential Auction use of the Year





<image/>	Moore Street, Blackpool, FY4 1DB <ul> <li>New storey mid-terrace guest house</li> <li>Six letting bedrooms</li> <li>Plus private owner accommodation</li> <li>Good condition throughout</li> <li>Good condition throughout</li> <li>Town centre location</li> <li>Freehold title</li> </ul> <ul> <li>Pueshold title</li> </ul> <ul> <li>Unconditional Reservation Fee</li> </ul> Stanting Bid gady Stanting <ul> <li>Main Stanting Stantin</li></ul>
<image/> <image/>	<ul> <li>St. James's Road, Blackburn, BB1 8ET</li> <li>Semi Detached House</li> <li>Two Bedrooms</li> <li>Gas Central Heating &amp; Double Glazing</li> <li>Front &amp; Rear Gardens</li> <li>Driveway &amp; Single Detached Garage</li> </ul> EPC - EPC - EDC -
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	o you buy, sell and move call our auction

specialists on 0191 206 9335 or visit pattinsonauction.co.uk

The



Lot

52

Lot

53



### NEWTON & CO

Halliwell Road, Bolton, BL1 8DB

- Terrace House
- Two Bedrooms
- In Need of Refurbishment
- On Street Parking
- Rear Shared Garden

### EPC - F

Unconditional Reservation Fee

Starting Bid £40,000

01204 329975 Nev

75 Newton & Co



### Unique estate agency

### Darbishire Road, Fleetwood, FY7 6QB

- Semi Detached House
- Five Bedrooms
- Sea Views
- Gardens to Front & Rear
- Garden To The Rear

### EPC -

Unconditional Reservation Fee

Starting Bid £195,000 01253 857555 Unique Estate Agency





# Stephen Street, Blackburn, BB2 4DW

- Terraced Property
- Two Reception Rooms
- Three Bedrooms
- Convenient Location
- Fitted Kitchen

# Sold at Auction for **£48,000!**

### **FOURTEEN VIEWINGS!!!**



Residential Auction House of the Year

To see how we can help you buy, sell and move call our auction specialists on **0191 206 9335** or visit **pattinsonauction.co.uk** 



# Haig Road, Blackpool, Lancashire, FY1 6BZ

- Terraced House
- Three Bedrooms
- Situated In Blackpool
- Close To Local Amenities
- On Street Parking

Sold at Auction for £30,000!

### **TWENTY ONE VIEWINGS!!!**



Please Select Method of Bidding:	Buyers Details:
Proxy: 🔲 Telephone: 🗌	Full Name:
	Date Of Birth:
I instruct Pattinson's to bid on my behalf in accordance with the terms and conditions printed within the Pattinson Auction catalogue and I understand that should my bid be successful I will be bound by those terms. Under the conditional auction I	Address:
will pay a non refundable reservation fee of 5% plus VAT subject to a minimum of $\pounds 6,000$ including VAT (The reservation fee	
is not considered as part payment of the final negotiated	Post Code:
<b>selling price)</b> and exchange contracts within 28 days (subject to any joint agreement between seller and purchaser to extend this	Telephone Number:
period). Under the unconditional auction I will pay a 5% deposit plus a reservation fee of 5% plus VAT subject to a minimum fee	' Business Number:
of £6,000 including VAT and exchange contracts on the night of the auction. By signing this form I confirm that I must stand by	Mobile Number:
my highest bid that is made during the auction for 1 working	
day following the close of the auction. If successful I will pay any monies due as agreed in the terms and conditions within 1	Solicitors Name:
working day by way of cleared funds to the auctioneer. I have also read and understood the contents of the legal pack and agree to any special conditions within the pack.	Solicitors Address:
Date of auction:	
The property is offered in the:	Post Code:
Conditional Auction:	Phone Number:
Address Of Lot:	
	Signed: Date:
	by the buyer on his/her behalf and on behalf of any principle mentioned a Please only sign the above if you have read and fully understand this agre and have been left a copy of this agreement. In compliance with Anti Mor Laundering Regulations an Equifax search will be carried out to verify you and proof of residency. This does not affect your credit file.
Post Code:	
Maximum Bid: £	Signed: Date: on behalf of Keith Pattinson Ltd
Maximum Bid in Words:	
	Bidding via a Partner Agent?:Yes:
	Name of Partner Agent:
If successful and paying by credit or debit card the buyer must be contactable on the night of the auction with sufficient funds available in the account. Alternatively cleared funds may be banked with Keith Pattinson prior to the auction which would be refunded the day after the auction if unsuccessful.	
Card Details:	Card Number:
Cardholder Name:	Start Date: Expiry Date:
	Issue Number*: Security Code:
Card Issuer: Visa: Mastercard: Maestro:	
Card Issuer: Visa: Mastercard: Maestro: Switch: Visa Delta: Solo:	TO BE SHREDDED AFTER USE

# Pattinson Auction

### Proxy Form for Conditional & Unconditional Lots

Please Select Method of Bidding:

Proxy: Telephone:

Date of auction:	Lot Number:
The property is offered in t	he:
Conditional Auction:	Unconditional Auction:
Address Of Lot:	

Buyers Details:
-----------------

Proxy: Telephone:	Full Name:
	Date Of Birth:
I instruct Pattinson's to bid on my behalf in accordance with the terms and conditions printed within the Pattinson Auction	Address:
catalogue and I understand that should my bid be successful I	
will be bound by those terms. Under the conditional auction I will pay a £3,600 non refundable deposit and exchange contracts	
within 28 days (if the buyer defaults in anyway and the sale fails to complete the buyer will forfeit the deposit) and under	
the unconditional auction will pay a 10% subject to a minimum	Post Code:
of $\pm 3,600$ deposit and exchange contracts on the night of the auction. By signing this form I confirm that I must stand by my	Telephone Number:
highest bid that is made during the auction for 1 working day	Business Number:
following the close of the auction. If successful I will pay any monies due as agreed in the terms and conditions within 1	Mobile Number:
working day by way of cleared funds to the auctioneer. I have	
also read and understood the contents of the legal pack and agree to any special conditions within the pack.	Solicitors Name:
<u> </u>	Solicitors Address:
Date of auction: Lot Number:	
The property is offered in the:	
Conditional Auction: Unconditional Auction:	
Address Of Lot:	Post Code:
	Phone Number:
	Signed: Date:
Post Code:	by the buyer on his/her behalf and on behalf of any principle mentioned above. Please only sign the above if you have read and fully understand this agreement,
Maximum Bid: £	and have been left a copy of this agreement. In compliance with Anti Money Laundering Regulations an Equifax search will be carried out to verify your identity and proof of residency. This does not affect your credit file.
Maximum Bid in Words:	and proof of residency. This does not anect your credit me.
	Signed: Date:
	on behalf of Keith Pattinson Ltd
If successful and paying by credit or debit card the buyer must	Bidding via a Partner Agent?:Yes: No:
be contactable on the night of the auction with sufficient funds available in the account. Alternatively cleared funds may be banked	Name of Partner Agent:
with Keith Pattinson prior to the auction which would be refunded the day after the auction if unsuccessful. I also authorize the	
payment of an administration fee of £650 plus VAT at the current	
rate payable to Keith Pattinson.	
Card Details:	·····
Cardholder Name:	Card Number: Start Date: Expiry Date:
Card Issuer: Visa: Mastercard: Maestro:	Issue Number*: Security Code:
Switch: Visa Delta: Solo:	TO BE SHREDDED AFTER USE

Credit Card payments are subject to a surcharge of 3% of the total amount payable. American Express is not accepted. \* Switch and Solo Only

# General Conditions Of Sale

### GLOSSARY

This glossary applies to the **auction conduct conditions** and the **sale conditions**.

Wherever it makes sense

 $\ensuremath{\cdot}$  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)

• Where the following words appear in bold they have specific 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

Administration Fee means the sum of £780 including VAT. 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** but unpaid 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.

Auction Contract: the Contract entered into by the Seller in respect of the Lot

Auctioneers the auctioneers at the auction

**Business day** any day except (a) a Saturday or 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

the **seller** and **buyer** (or their conveyancer's) the occasion when both **buyer** and **seller** 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 indebtness (not including a rent charge).

**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** 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 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 conditions**. They govern **our** relationship with **you** and cannot be disapplied or varied by the **sale conditions** (even by a condition purporting to replace the whole of the **Common Auction Conditions**). They can only be varied 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 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 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**. However the particulars are based on information supplied by or on behalf of the **seller**. **You** need to check that the information in the **particulars** are 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 **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 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 **buyers** default

A5.8 Where the **buyer** is a company you warrant that

the **buyer** is properly constituted and able to buy the **lot** 

#### A6 Extra Auction Conduct Conditions

A6.1 Despite any **special conditions** 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.

A6.2 The Important Buyers Information at the front of the **catalogue** forms part of the Extra Auction Conduct Conditions.

# General Conditions Of Sale

### **GENERAL CONDITIONS OF SALE**

Words in bold type 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 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) outgoings 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 enquiries a prudent buyer would make, whether or not the buyer has made them;

(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 is to comply with them and keep the seller indemnified G1.7 The lot does not include any tenants 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.

G1.9 The buyer buys with full knowledge of:

(a) the documents whether or not the buyer has read them(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.

G1.10 The buyer is not to rely on the information contained in the particulars but may rely on the seller's conveyancers written replies to preliminary enquiries to the extent stated in those replies.

### G2.Deposit

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 VAT on the price) 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. G2.3 Where the auctioneers hold the deposit as stakeholder they are authorised to release it (and any 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. G2.4 If a cheque for all or part of the deposit is not cleared on the first presentation the seller may treat the contract as at an end and bring a claim against the buyer for breach of contract. G2.5 Interest earned on the deposit belongs to the seller unless the sale conditions provide otherwise.

### G3. Between contract and completion

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 endeavors to increase the sum insured or make other changes to the policy

(d) at the request of the buyer, use reasonable endeavors 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) pay 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 re-imburse 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.

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.

G3.3 Section 47 of the Law of Property Act 1925 does not apply. G3.5 Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion.

### G4. Title and identity

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.

G4.2 If any of the documents is not made available before the auction the following provisions apply;

Pattinson Auction

(a) the buyer may raise no requisition on or objections 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 15 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 it's conveyancer agrees to use all reasonable endeavors to answer any requisitions raised by the land registry and to instruct the land registry to send the completed buyers 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.

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 tenants obligation relating to the state or condition of the lot where the lot is leasehold property.

G4.4 The transfer is to have effect as if expressly subject to all matters to which the lot is sold under the contract.

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. 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.

### G5. Transfer

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 5.2 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.

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.

G5.3 The seller cannot be required to transfer the lot to anyone other than the buyer, or by more than one transfer.

#### **G6.** Completion

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.

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.

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.

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.

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.

G6.6 Where applicable the contract remains in force following completion.

#### G7. Notice to complete

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 10 business days (excluding the date on which the notice is given) making time of the essence.

G7.2 The person giving the notice must be ready to complete. G7.3 If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy 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.

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.

### G8. If the contract is brought to an end

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.

#### G9. Landlord's licence

G9.1 Where the lot is or includes leasehold land and licence to assign is required this condition G9 applies.

G9.2 The contract is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully

# General Conditions of Sale

#### requires.

G9.3 The agreed completion date is to be not earlier than the date five business days after the seller has given notice to the buyer that the 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 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. G10.3 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. 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

(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.

### G11. Arrears

#### Part 1 Current Rent

G11.1 "Current Rent" means, in respect of each of the tenancies subject to which the lot is sold, the installment 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. 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.

G11.3 Parts 2 and 3 of this condition G11 do not apply to

arrears of current rent.

#### Part 2 Buyer to pay for arrears

G11.4 Part 2 of this condition G11 applies where the special conditions give details of arrears.

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.

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.

#### Part 3 Buyer not to pay for arrears

G11.7 Part 3 of this condition G11 applies where the special conditions:

(a) so state; or

(b) give no details of any arrears.

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 or

obtain from the buyer's successor in title a covenant in favour of the seller in similar form to this condition G11.

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.

#### G12. Management

G12.1 This condition G12 applies where the lot is sold subject to tenancies.

G12.2 The seller is to manage the lot in accordance with its standard management policies pending completion. 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

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the seller incurs through acting as the buyer requires, or by reason of delay caused by the buyer.

#### G13. Rent deposits

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. 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.

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.

G14. VAT

G14.1 Where a sale condition requires money to be paid the payer must also pay any VAT that is chargeable on that money, 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 practical steps (short of an appeal) to procure, that the sale to be 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 must 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

(c) that a 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 a 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;

# General Conditions of Sale

and the buyer has no right to rescind 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 Unless 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 which 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 (b) apply for (and the seller and the buyer must use all reasonable endeavors 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 as its own expense and as soon as practical:

(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 effected 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 practical;

(a) apply for registration of the transfer;

(b) provide the seller with an official copy and title plan for the buyers 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.

G27.2 A communication may be relied on if:

(a) delivered by hand

(b) make 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.

G30 Extra General Conditions

G30.1 The Buyer acknowledges and accepts that an Administration Fee which is payable to us is non-refundable under any circumstance

G30.2 Where a deposit is paid to us then we are immediately entitled to satisfy our account.

# G30.3. In the event of any conflict between these Conditions of Sale and the Auction Contract then the Auction Contract will prevail

These Auction Conditions of Sale are reproduced in full, with the consent of RICS, subject to the following amendments:

- 1. The insertion of Administration Fee in the Glossary
- 2. The insertion of Auction Contract in the Glossary
- 3. The insertion of clauses G30.1, G30.2 and G30.3



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Pattinson Auctions . Fairway House . 2 Hills Street . Gateshead . NE8 2AS 0191 206 9335 . auction@pattinson.co.uk . pattinsonauction.co.uk