

North East Auction...

Thursday 29th August 2019 - 5^{pm}

Newcastle Falcons Rugby Club NE13 8AF





<u>In this is</u>sue...

- A word from the Director
- Success stories
- ☐ Featured properties





01917371152 pattinsonauctions.co.uk

A word from our Auction Director Justin...

We're anticipating another scorching event to see out Summer at our August North East live event, taking place as usual at Kingston Park Rugby Ground on Thursday 29th August.

Despite the temperatures rising to record levels at Julys North East event, hopeful bidders still turned out in numbers to snag themselves a deal from the host of HOT properties we had on offer. Mundella Terrace in Heaton went for a sizzling £34k over the starting bid as well a portfolio of 10 self-contained flats on Bewicke Road in Wallsend, selling for £24k over the starting bid, to name but a few!

We're confident of some similar results this month and have picked out a few featured properties for you, just flick over to page 12 in the catalogue to take a closer look.

You can also find all our available properties in both our live and online auctions at pattinsonauctions.co.uk or alternatively call our friendly auction specialists on 0191 7371152 to discuss any queries you may have regarding the auction process.

Happy bidding!

Justin Beckwith MNAVA



Our auctions are the answer....

We hold regular live events across the UK so make sure you find out when the next auction in your area will take place.

Daily online auctions can also be found at pattinsonauctions.co.uk. The properties are available to view on our website and you can arrange to visit the property too. Our live online bidding process makes the process even more streamline and transparent.

Speak to one of the team if you'd like to learn more about buying or selling in our online or physical auctions.



pattinsonauctions.co.uk





Mundella Terrace, Heaton, Newcastle, NE6 5HX

- Terraced Property
- Three Bedrooms
- Excellent Investment Opportunity
- Sought After Location

SOLD FOR £34k OVER STARTING BID!

Sold at Auction for £144,000!



Let's talk auction...

Commercial **Success Stories**

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 auctions. For more information about selling at auction please contact us on **0191 737 1154**.



- Stint Share of Land
- Ancient Right of Pasture
- Very Rare Opportunity



- Two Storey Corner Property
- Ground Floor A5 Hot Food Takeaway
- First Floor Residential Accommodation



- Ground Floor Retail Unit
- Two Flats
- Retail Let at £4.800 Per Annum

SOLD in 28 days Sold For £1,200,000

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 737 1154 or visit pattinson.co.uk/commercial







- Three Storey Retail Property
- 527sqm of Retail & Storage
- Additional Ground Floor Retail Unit



- Two Storey Detached Property
- Thirteen Office Spaces
- NIA Approximately 193.3sqm (2,081sqft)

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- Ground Rent Investment
- 3x Freehold Titles for Sale
- 3x 999y Long Leasehold Titles



- Two Storey Social Club
- Long Leasehold (36 Years Remaining)
- Retail Unit Let at £5,200PA(+VAT)

Let's talk property...

North East Auction Index...

Unconditional Reservation Fee

| Lot Address | Starting Bio | Lot Address | Starting Bid |
|---|-----------------------------------|---|--------------|
| 61 Alexandrea Way, Wallsend, NE28 9JX | £124,950 | 58 Newbottle Street, Houghton Le Spring, DH4 4AR | £45,000 |
| 48 Allerdene Walk, Whickham, Newcastle | e, NE16 4LL £124,950 | 60 North Seaton Road, Newbiggin-by-the-Sea, NE64 6XR | £49,950 |
| 55 Arkle Court, Alnwick, NE66 1BS | £22,500 | 82 Oakham Gardens, North Shields, NE29 7QG | £60,000 |
| 56 Ashton Street, Easington, Peterlee, SF | R8 3QQ £22,000 | 68 Osborne Avenue, South Shields, NE33 3BX | £44,950 |
| 78 Barrasford Street, Wallsend, NE28 0J | £29,950 | 53 Oswald Terrace, Sunderland, SR2 9RP | £50,000 |
| 83 Bede Street, Amble, Morpeth, NE65 (| DEA £95,000 | 65 Park Lea, Sunderland, SR3 3TA | £140,000 |
| 77 Blackhills Road, Horden, Peterlee, SR | 8 4DW £85,000 | 66 Roberts Square, West Cornforth, Ferryhill, DL17 9JR | £18,000 |
| 46 Broadway Avenue, Trimdon, Trimdon S | Station, TS29 6PU £199,950 | 86 Rocket Way, Forest Hall, Newcastle, NE12 9RJ | £49,950 |
| 75 Carr Street, Barnsley, South Yorkshire | , S71 2QA £45,000 | 76 Roman Road, Lawe Top, South Shields, NE33 2HA | £45,000 |
| 79 Cromwell Road, South Bank, TS6 6. | £15,000 | 69 Rothbury Avenue, Horden, Peterlee, SR8 4BA | £44,950 |
| 74 Cygnet Park The Links, Whitley Bay, N | £54,950 | 67 Rydal Street, Hartlepool, TS26 9BA | £27,000 |
| 73 Derwent Street, Blackhill, Consett, DH | 18 8LZ £135,000 | 62 Ryedale, Wallsend, NE28 8TT | £24,950 |
| 51 Dolphin Quays, Clive Street, North Shi | ields, NE29 6HJ £90,000 | 43 Sharnford Close, Backworth, Newcastle, NE27 0JY | £155,000 |
| 71 Eastgate, Morpeth, NE61 2SE | £75,000 | 80 Station Road, St Helen Auckland, Bishop Auckland, DL14 9EX | £47,000 |
| 63 Elmfield Court, Bedlington, NE22 7GA | £44,950 | 85 Strathearn Way, Fawdon, Newcastle, NE3 2SD | £49,950 |
| 52 Errington Street, Brotton, Saltburn-by- | -the-Sea, TS12 2TA £39,000 | 72 Tennyson Court, Felling, Gateshead, NE8 3NL | £37,000 |
| 81 Front Street, Lanchester, Durham, DH | 7 OLA £90,000 | 47 The Square, Middleton St. George, Darlington, DL2 1EG | £250,000 |
| 84 Glebe Avenue, Easington, Durham, SF | R8 3HG £35,000 | 45 Thornley Road, Wheatley Hill, Durham, DH6 3NR | £15,000 |
| 59 Grove Road, Tow Law, Bishop Auckland | nd, DL13 4AG £30,000 | 49 Victoria Street, Shildon, DL4 1PE | £25,000 |
| 64 Hawthorn Crescent, Gilesgate, Durhar | m, DH1 1ED £99,950 | 70 William Street, Chopwell, Newcastle, NE17 7JH | £49,950 |
| 44 Hudson Road, Sunderland, SR1 2LJ | £30,000 | 57 William Street, Pegswood, Morpeth, NE61 6UL | £44,950 |
| 54 Land at Fosdyke Green, North Yorksh | ire, TS3 ORY £29,000 | 87 Willington Terrace, Wallsend, Tyne and Wear, NE28 7BB | £360,000 |
| 50 Marlborough Street North, Chichester, | South Shields, NE33 4DA £45,000 | | |

£130,000

Conditional Reservation Fee

42 Widdrington Road, Blaydon-on-Tyne, NE21 4BX

Lot | Address | Starting Bid





Unconditional

| Lot Address | Starting Bid | | |
|---|--------------|---|--------------|
| - H | | Lot Address | Starting Bid |
| 9 Aldersyde Lodge Croft Road, Rothbury, Morpeth, NE65 7QU | £150,000 | 17 John Street, Blackhill, Consett, DH8 OAD | £54,950 |
| 27 Allan Road, Newbiggin-by-the-Sea, NE64 6HY | £45,000 | 24 Lilian Terrace, Langley Park, Durham, DH7 9YF | £49,950 |
| 20 Angel Lane, Alnwick, NE66 1HH | £39,950 | 29 Monument Court, Chopwell, Newcastle, NE17 7BH | £62,000 |
| 12 Ark Royal Close, Seaton Carew, Hartlepool, TS25 1DH | £129,950 | 1 Noble Street, Easington, Durham, SR8 3LX | £29,950 |
| 21 Ashkirk, Dudley, Cramlington, NE23 7DF | £45,000 | 14 Ovington Grove, Newcastle, NE5 2QD | £69,950 |
| 34 Baltic Quay Mill Road, Gateshead, NE8 3QZ | £155,000 | 2 Park Terrace, West Moor, Newcastle, NE12 7EN | £59,950 |
| 8 Beaumont Court, Pegswood, Morpeth, NE61 6BF | £124,950 | 6 Priors Way, Wallsend, NE28 7BY | £109,950 |
| 33 Burnway, Washington, NE37 1BQ | £49,950 | 35 Rawling Road, Bensham, Gateshead, NE8 4QS | £49,950 |
| 11 Collingwood Court, Washington, NE37 3ED | £12,000 | 40 Sanderson Villas, Gateshead, NE8 3BU | £77,500 |
| 25 Dalton Avenue, Lynemouth, Morpeth, NE61 5TF | £54,950 | 26 Sixth Street, Horden, Peterlee, SR8 4JX | £13,000 |
| 5 Deerness Heights, Stanley, Crook, DL15 9TJ | £99,950 | 15 South View, Birtley, Chester Le Street, DH3 1AG | £45,000 |
| 38 Druridge Drive, Newsham Farm, Blyth, NE24 4PY | £44,950 | 7 St. Cuthbert Avenue, Marton-in-Cleveland, TS7 8RG | £290,000 |
| 39 Durban Street, Blyth, NE24 1JA | £34,950 | 16 St. Wilfrids Road, Hexham, NE46 2EA | £115,000 |
| 32 Easington Street, Easington, Durham, SR8 3LD | £29,950 | 18 Station Road, South Gosforth, Newcastle, NE3 1QD | £164,950 |
| 3 Eighth Avenue, Blyth, NE24 2QF | £35,000 | 36 Station Road, South Gosforth, Newcastle, NE3 1QD | £165,000 |
| 28 Enfield Street, Middlesbrough TS1 4EH | £39,950 | 30 Sunningdale Road, Springwell, Sunderland, SR3 4HE | £89,950 |
| 19 Ford Lodge, South Hylton, Sunderland, SR4 0QF | £65,000 | 10 The Wills Building Wills Oval, Newcastle, NE7 7RH | £125,000 |
| 37 Forth Street, Chopwell, Newcastle, NE17 7DJ | £32,000 | 23 Warren Street, Horden, Peterlee, SR8 4NA | £24,950 |
| 22 High Market, Ashington, NE63 8NE | £40,000 | 13 Westford Road, Choppington, NE62 5JE | £54,950 |
| 4 High Meadows, Kenton, Newcastle, NE3 4PW | £79,950 | | |
| 31 Hylton Road, Millfield, Sunderland, SR4 7YA | £63,000 | | |

Conditional

Lot | Address | Starting Bid

41 St. Helens Lane, Corbridge, NE45 5JE £180,000

Let's talk auction...

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 737 1152.

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
- Pay a £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 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% plus VAT 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. All deposits, reservation fees and administrative fees are paid on a non refundable basis. If you have any questions please don't hesitate to ask a member of staff on the day.





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

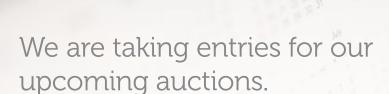
Bid on a property on our website



Phone

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

Let's talk auction...



Don't miss out, contact us today to book your place:



0191 737 1152 northeast@pattinson.co.uk

NORTH EAST LIVE AUCTION EVENTS 2019

| SEPTEMBER | | | | | | | | |
|-----------|----|----|----|----|----|----|--|--|
| M | Т | W | Т | F | S | S | | |
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| 16 | 17 | 18 | 19 | 20 | 21 | 22 | | |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 | | |
| 30 | | | | | | | | |

| NOVEMBER | | | | | | | | |
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| OCTOBER | | | | | | | |
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| DECEMBER | | | | | | | |
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| 16 | 17 | 18 | 19 | 20 | 21 | 22 | |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 | |
| 30 | 31 | | | | | | |

KEY:

- **X** DEADLINE FOR AUCTION ENTRIES
- **X** AUCTION DATE





NEWCASTLE FALCONS KINGSTON PARK NE13 BAF



5pm - Registration 5:30pm - Auction Start















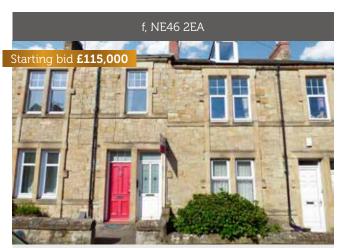
- Three Bedrooms
- Detached Bungalow
- Excellent Transport Links
- Close to Local Amenities



- Apartment
- Two Bedrooms
- Allocated Parking
- Gas Central Heating & Double Glazing



- Tenanted Investment
- Currently Let at £440 PCM Giving a Yield of 15%
- Terraced Property
- Three Bedrooms



- Apartment
- Two Bedrooms
- Gas Central Heating
- Allocated Parking













- Terraced Property
- Three Bedrooms
- Double Glazing & Gas Central Heating
- Tenanted Investment
- Currently Let a £440 PCM Giving a Yield of 15%



Starting Bid £29,950

0191 5183521 Peterlee











- First Floor Flat
- One Bedroom
- Gas Central Heating
- Yard to Rear
- Popular Location
- 27 Park Terrace SOLD for £115,000

Starting Bid £59,950

0191 2150677 Forest Hall







Eighth Avenue, Blyth, NE24 2QF

- Semi Detached Property
- Two Bedrooms
- Gas Central Heating
- Off Street Parking
- Garden
- Potential Rental Income £4,800 PA

EPC - E

Starting Bid £35,000

01670 369000 Blyth







Lot

Lot







High Meadows, Kenton, NE3 4PW

- End Terraced Property
- Two Bedrooms
- Gas Central Heating
- Double Glazing
- Potential Rental Income £6,600 PA
- 38 High Meadows SOLD for £89,000

EPC - C

Starting Bid £79,950

0191 2303365 Gosforth







Deerness Heights, Stanley, DL15 9TJ

- Semi Detached
- Three Bedrooms
- Gas Central Heating
- Off Street Parking & Garage
- Enclosed Rear Gardens
- 6 Deerness Heights SOLD for £131,000

Starting Bid £99,950

0191 3832133 **Durham City**







Priors Way, Wallsend, NE28 7BY

- Semi Detached Property
- Three Bedrooms
- Gas Central Heating
- Cul-De-Sac Location
- Re-Fitted Modern Kitchen
- 2 Priors Way SOLD For £132,500

EPC - E

Starting Bid £109,950

0191 2345681 Wallsend



To see how we can help you buy, sell and move call our auction specialists on 0191 737 1152 or visit pattinsonauctions.co.uk



Lot

4

Lot











- Detached Property
- Five Bedrooms
- · Gas Central Heating
- Master Bedroom with Balcony
- Extensive Garden
- 51 St. Cuthbert Avenue SOLD for £357,500

EPC - C

Unconditional

Starting Bid £290,000

01642 210132 Teesside Office









- Semi Detached Property
- Three Bedrooms
- Gas Central Heating
- Double Glazing
- Garden
- 56 Beaumont Court SOLD for £149,000

EPC - B

Unconditional

Starting Bid £124,950

01670 568099 Morpeth







Croft Road, Rothbury, NE65 7QU

- Detached Bungalow
- Three Bedrooms
- Detached Bungalow
- Gardens
- Ideal Family Home
- Conservatory

EPC - F

Unconditiona

Starting Bid £150,000

01670 568099 Morpeth





Lot

Lot





Wills Oval, Newcastle upon Tyne, NE7 7RH

- Apartment
- Two Bedrooms
- Allocated Parking
- Gas Central Heating & Double Glazing
- 81 The Wills Building SOLD for £162,000



Lot

11

Lot

12



EPC - B

Starting Bid £125,000

0191 2049601 Heaton









Collingwood Court, Washington, NE37 3ED

- Ground Floor Flat
- One Bedroom
- Popular Location
- Double Glazing
- Close to Local Schools & Amenities.
- 53 Collingwood Court SOLD for £22,000

Starting Bid £12,000

0191 4154467 Washington







Ark Royal Close, Seaton Carew, TS25 1DH

- Detached Property
- Three Bedrooms
- Gas Central Heating
- Front & Rear Gardens
- Driveway & Garage
- 24 Ark Royal Close SOLD for £185,000

EPC - E

Starting Bid £129,950

01642 210132 Teesside Office













- End Terraced Property
- Three Bedrooms
- Gas Central Heating
- Double Glazing
- Garage
- 2 Westford Road SOLD for £80,000

EPC -

Starting Bid £54,950

01670 568099 Morpeth











- Upper Flat
- Two Bedrooms
- Garage
- Double Glazing
- Potential Rental Income £5,700 PA
- 89 Ovington Grove SOLD for £116,500

Starting Bid £69,950

0191 2725880 West Road

South View, Birtley, DH3 1AG











- Three Bedrooms
- Gas Central Heating
- Front & Rear Gardens
- Garage
- Potential Rental Income £7,200 PA

EPC -

Starting Bid £45,000

0191 4154467 Washington

Let's talk auction...



Lot

15

Lot







St. Wilfrids Road, Hexham, NE46 2EA

- Apartment
- Two Bedrooms
- Gas Central Heating
- Stone Build
- Allocated Parking
- 30 St. Wilfrids Road SOLD for £125,000

EPC - C

Starting Bid £115,000

01434 605376 Hexham









John Street, Blackhill, DH8 0AD

- Terraced Property
- Two Bedrooms
- Gas Central Heating
- Double Glazing
- Investment Opportunity
- 38 John Street SOLD for £77,000

Starting Bid £54,950

01207 508262 Consett







Station Road, South Gosforth, NE3 1QD

- Pair Of Flats
- Two Bedroom Lower Flat
- Three Bedroom Upper Flat
- Gas Central Heating
- Superb Location
- Potential Rental Income £13,500 PA

Starting Bid £164,950

0191 2303365 Gosforth



To see how we can help you buy, sell and move call our auction specialists on 0191 737 1152 or visit pattinsonauctions.co.uk



Lot

16

Lot











- Top Floor Apartment
- Two Bedrooms
- Gas Central Heating
- Allocated Parking
- Potential Rental Income £7,200 PA
- 17 Ford Lodge SOLD for £74,000

EPC - C

Inconditional

Starting Bid £65,000

0191 5143929 Sunderland







Angel Lane, Alnwick, NE66 1HH

- Top Floor Apartment
- One Bedroom
- Excellent Town Centre Location
- Secure Door Entry
- Period Property with Sash Windows
- 6 Angel Lane SOLD for £74,000

EPC - D

Unconditional

Starting Bid £39,950

01665 604193 Alnwick







Ashkirk, Dudley, NE23 7DF

- Ground Floor Flat
- Two Bedrooms
- Gas Central Heating
- Extended Lease
- Large Garden to Rear
- Potential Rental Income £4,800 PA

EPC -

Unconditional

Starting Bid £45,000

01670 568098 Cramlington

Let's talk auction...



Lot

20

Lot

21

Lot







High Market, Ashington, NE63 8NE

- Upper Flat
- Two Bedrooms
- Gas Central Heating
- Double Glazing
- Popular West End Location
- 5a High Market SOLD for £56,500

EPC - D

Starting Bid £40,000

01670 568096 Ashington









Warren Street, Horden, SR8 4NA

- Terraced Property
- Two Bedrooms
- Gas Central Heating
- Yard to Rear
- Refurbishment Required
- 27 Warren Street SOLD for £32,000

Starting Bid £24,950

0191 5183521 Peterlee







Lilian Terrace, Langley Park, DH7 9YF

- Terraced Property
- Two Double Bedrooms
- Gas Central Heating & Double Glazing
- Front Garden & Rear Yard
- 20 Lilian Terrace SOLD For £70,000

EPC - E

Starting Bid £49,950

0191 3832133 **Durham City**



To see how we can help you buy, sell and move call our auction specialists on 0191 737 1152 or visit pattinsonauctions.co.uk



Lot

22

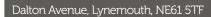
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- Terraced Property
- Two Bedrooms
- Off Street Parking
- · Gas Central Heating
- Potential Rental Income £5,100 PA



EPC - D

Jnconditional

Starting Bid £54,950

01670 568099 Morpeth





Sixth Street, Horden, SR8 4JX

- Mid Terraced Property
- Two Bedrooms
- Ideal Investment Opportunity
- Full Refurbishment Required
- 103 Sixth Street SOLD for £30,000



EPC - E

Unconditiona

Starting Bid £13,000

0191 5183521 Peterlee





Allan Road, Newbiggin-by-the-Sea, NE64 6HY

- Semi Detached Property
- Two Bedrooms
- Gas Central Heating
- Coastal Town
- Potential Rental Income £4,800 PA





EPC - F

Unconditiona

Starting Bid £45,000

01670 568096 Ashington

Let's talk auction...







Enfield Street, Middlesbrough, TS1 4EH

- Terraced Property
- Two Bedroom
- · Gas Central Heating
- Town Centre Location
- On Street Parking
- 38 Enfield Street SOLD for £50,000

EPC - C

Unconditional

Starting Bid £39,950

01642 210132 Teesside Office







Monument Court, Chopwell, NE17 7BH

- Terraced Property
- Three Bedrooms
- Gas Central Heating
- Enclosed Rear Garden
- Potential Rental Income £6,000 PA
- 5 Monument Court SOLD for £78,000

EPC - C

Unconditional

Starting Bid £62,000

0191 477 5116 Whickham







Sunningdale Road, Springwell, SR3 4HE

- Semi Detached Property
- Three Bedrooms
- Gas Central Heating
- Large Rear Garden
- Large Conservatory
- 43 Sunningdale Road SOLD For £118,000

EPC - C

Unconditional

Starting Bid £89,950

0191 4897431 Jarrow



To see how we can help you buy, sell and move call our auction specialists on **0191 737 1152** or visit **pattinsonauctions.co.uk**



Lot

30

Lot

Lot











- Three Storey, Four Floor Property
- 2x Retail Units with Storage Space
- NIA 280.8sqm (3,032sqft)
- Busy Sought After Location
- Large Glass Window Frontage
- Freehold Title

EPC -

Jnconditional

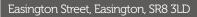
Starting Bid £63,000

0191 737 1154 Commercial









- Terraced Property
- Two Bedrooms
- Double Glazing
- Gas Central Heating
- Ideal Investment
- 2 Easington Street SOLD For £37,500

EPC - D

Unconditional

Starting Bid £29,950

0191 5183521 Peterlee







Burnway, Washington, NE37 1BQ

- Lower Flat
- Two Bedrooms
- Gas Central Heating
- Extended Lease
- Good Sized Private Garden
- 24 Burnway SOLD for £75,000

EPC - C

Unconditional

Starting Bid £49,950

0191 4154467 Washington





Lot

33

Lot







Mill Road, Gateshead, NE8 3QZ

- Fourth Floor Apartment
- Two Bedrooms
- Excellent Location
- Allocated Parking
- Spacious Living Room with Balcony
- 206 Baltic Quay Mill Road SOLD for £169,000

EPC - C

Starting Bid £155,000

0191 4878898 Low Fell







Rawling Road, Bensham, NE8 4QS

- Ground Floor Flat
- Two Bedrooms
- Gas Central Heating
- Double Glazed
- Private Rear Yard
- 117 Rawling Road SOLD for £86,000

Starting Bid £49,950

0191 4878898 Low Fell









Station Road, South Gosforth, NE3 1QD

- · Pair of Flats
- Six Bedrooms
- Gas Central Heating
- Fantastic Investment Opportunity
- Excellent Transport Links
- Potential Rental Income £15,600 PA

EPC - E

Starting Bid £165,000

0191 2303365 Gosforth



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Lot

35

Lot















Forth Street, Chopwell, NE17 7DJ

- Terraced Property
- Three Bedrooms
- Gas Central Heating
- Great Location
- Ideal Investment Opportunity
- 21 Forth Street SOLD for £41,000

EPC - E

Inconditional

Starting Bid £32,000

01207 508262 Consett









- Upper Flat
- Two Bedrooms
- Gas Central Heating
- Garage
- Popular Location
- 20 Druridge Drive SOLD for £63,000

EPC - C

Unconditiona

Starting Bid £44,950

01670 369000 Blyth







Durban Street, Blyth, NE24 1JA

- End Terraced Property
- Two Bedroom
- Gas Central Heating
- Ideal Investment Opportunity
- Potential Rental Income £5,400 PA

EPC - E

Unconditiona

Starting Bid £34,950

01670 369000 Blyth

Let's talk auction...



Lot

39

Lot





Sanderson Villas, Gateshead, NE8 3BU

- Second Floor Apartment
- Two Bedrooms
- Gas Central Heating
- Allocated Parking
- Secure Entry System
- 117 Sanderson Villas SOLD for £110,000



Starting Bid £77,500

0191 4878898 Low Fell









St. Helens Lane, Corbridge, NE45 5JE

- Semi Detached Property
- Three Bedrooms
- Gas Central Heating
- Off-Street Parking
- Large South Facing Rear Garden
- 25 St. Helens SOLD for £286,000

Starting Bid £180,000

01434 605376 Hexham









Widdrington Road, Blaydon-on-Tyne, NE21 4BX

- End Terraced Property
- Five Bedrooms
- Gas Central Heating
- Close to Local Amenities
- Excellent Transport Links

EPC -

Starting Bid £130,000

0191 477 5116 Whickham



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Lot

40



Lot









Sharnford Close, Backworth, NE27 0JY

- Semi Detached Property
- Four Bedrooms
- Corner Plot
- · Garden to the Rear
- Stunning Family Bathroom
- Previously Marketed at £240,000

EPC - E



0191 2150677 Forest Hall









Hudson Road, Sunderland, SR1 2LJ

- Pair of Flats
- Two Bedrooms
- Gas Central Heating
- Double Glazing
- Close to Sunderland Town Centre
- Potential Rental Income £8,400 PA

Starting Bid £30,000

0191 5143929 Sunderland







Thomley Road, Wheatley Hill, DH6 3NR

- Terraced Property
- Three Bedrooms
- Ideal Investment Opportunity
- Full Refurbishment Required
- Close to Local Amenities
- Potential Rental Income £5,400 PA

EPC - C

Starting Bid £15,000

0191 5183521 Peterlee

Let's talk auction...



Lot

45

Lot

North East Auction Thursday 29th August 2019







Broadway Avenue, Trimdon, TS29 6PU

- Semi Detached Property
- Four Bedrooms
- Gas Central Heating
- Double Glazing
- Off Street Parking
- Popular Village Location

EPC - D

Unconditional Reservation Fee

Starting Bid £199,950

0191 5183521 Peterlee









- Two Storey, Three Floor Property
- Ground floor A3 Indian Restaurant
- Four Bed Apartment to First Floor
- Further Storage Space to Cellar
- Parking to Front for Several Vehicles
- Freehold Title

EPC -

Unconditional Reservation Fee

Starting Bid £250,000

0191 737 1154 Commercial







Allerdene Walk, Whickham, NE16 4LL

- Detached Bungalow
- Three Bedrooms
- Gas Central Heating
- Gardens to Front & Rear
- Driveway
- 36 Allerdene Walk SOLD for £130,000

EPC - D

Unconditional Reservation Fee

Starting Bid £124,950

0191 477 5116 Whickham



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Lot



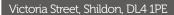












- Terraced Property
- Two Bedrooms
- Gas Central Heating
- Close to Local Amenities
- Potential Rental Income £4,600 PA
- 4 Victoria Street SOLD for £45,000

EPC - F

Jnconditional Reservation Fee

Starting Bid £25,000

0191 3832133 Durham City









- Upper Flat
- Three Bedrooms
- Gas Central Heating
- Double Glazing
- Close to Metro Station
- 32 Marlborough Street North SOLD for £61,000

EPC -

Jnconditional Reservation Fee

Starting Bid £45,000

0191 4540488 South Shields







Dolphin Quays , Clive Street, NE29 6HJ

- Second Floor Apartment
- Two Bedrooms
- Quayside Location
- Partial River Tyne Views
- Allocated Parking Bay
- 111 Dolphin Quays SOLD for £166,000

EPC - C

Jnconditional Reservation Fee

Starting Bid £90,000

0191 2960696 North Shields





Lot

51

Lot







Errington Street, Brotton, TS12 2TA

- Mid Terraced Property
- Three Bedrooms
- Gas Central Heating
- Close to the Coast
- Currently Tenanted at £4,920 PA



Lot

53

Lot

54

EPC - E

Starting Bid £39,000

01642 210132 Teesside Office







Oswald Terrace, Sunderland, SR2 9RP

- Cottage
- Two Bedrooms
- Gas Central Heating
- Double Glazing
- Furniture & White Goods Included
- 30 Oswald Terrace SOLD for £79.000

Starting Bid £50,000

0191 5143929 Sunderland







Land at Fosdyke Green, Middlesbrough, TS3 ORY

- Development Site
- Site Area 0.3 Acres (1,214sqm)
- Planning Granted in August 2016
- For 6no. Residential Dwellings
- Established Residential Area
- Freehold Title

EPC -

Starting Bid £29,000

0191 737 1154 Commercial













- Studio Apartment
- One Bedroom
- Fully Fitted Kitchen with Integrated Appliances
- Off Street Parking
- Communal Garden
- Potential Rental Income £4,200 PA

EPC - E

Unconditional Reservation Fee

Starting Bid £22,500

01665 604193 Alnwick







Ashton Street, Easington, SR8 3QQ

- Mid Terraced Property
- Two Bedrooms
- Gas Central Heating
- Ideal Investment
- Close to Local Amenities
- 23 Ashton Street SOLD for £35,000

EPC - D

Unconditional Reservation Fe

Starting Bid £22,000

0191 5183521 Peterlee







William Street, Pegswood, NE61 6UL

- Semi Detached Property
- Two Bedrooms
- Gas Central Heating
- Large Garden
- Parking for Multiple Cars
- 7 William Street SOLD for £97,000

EPC - C

Unconditional Reservation Fee

Starting Bid £44,950

01670 568099 Morpeth

Let's talk auction...



56

Lot

57

Lot







Newbottle Street, Houghton Le Spring, DH4 4AR

- Ground Floor A1 Retail Unit
- Large Window Frontage With Shutter
- Excellent Town Centre Location
- NIA 93.56sqm (1,007sqft)
- Great Transport Links
- Freehold Title

EPC -

Lot

58

Lot

59

Lot

60

Starting Bid £45,000

0191 737 1154 Commercial







Grove Road, Tow Law, DL13 4AG

- Terraced Property
- Two Bedrooms
- Gas Central Heating
- Double Glazing
- Tenanted Investment
- Current Rental Income £4.560 PA

Starting Bid £30,000

01207 508262 Consett







North Seaton Road, Newbiggin-by-the-Sea, NE64 6XR

- · Pair of Flats
- Three Bedrooms
- Gas Central Heating
- Shared Yard to Rear
- Lower Flat Currently Tenanted £350 PCM
- Upper Flat Potential Rental Income £4,800 PA

EPC - C

Starting Bid £49,950

01670 568096 Ashington













Alexandrea Way, Wallsend, NE28 9JX

- Town House
- Three Bedrooms
- Gas Central Heating
- Double Glazing
- Off Street Parking
- 28 Alexandrea Way SOLD for £142,000

EPC - C

Starting Bid £124,950

0191 2345681 Wallsend







Ryedale, Wallsend, NE28 8TT

- Ground Floor Flat
- One Bedroom
- Double Glazing
- Off Street Parking
- Investment Opportunity
- 29 Ryedale SOLD for £55,000

Starting Bid £24,950

0191 2345681 Wallsend







Elmfield Court, Bedlington, NE22 7GA

- Apartment
- Two Bedroom
- Gas Central Heating
- Off Street Parking
- Modern Development
- Close to Local Amenities

EPC - B

Starting Bid £44,950

01670 568097 Bedlington

Let's talk auction...



Lot

63

Lot







Hawthorn Crescent, Gilesgate, DH1 1ED

- Semi Detached Bungalow
- Two Bedrooms
- Popular Location
- · Gardens Front & Rear
- Driveway & Garage
- 18 Hawthorn Crescent SOLD for £135,000

EPC - D



0191 3832133 **Durham City**







Park Lea, Sunderland, SR3 3TA

- Bungalow
- Two Bedrooms
- Gas Central Heating
- Double Glazing
- Driveway & Garage
- 6 Park Lea Sold for £214,000

Starting Bid £140,000

0191 5143929 Sunderland







Roberts Square, West Comforth, DL17 9JR

- Terraced Property
- Three Bedrooms
- Gas Central Heating
- Modernisation Required
- Potential Rental Income £4,800 PA
- 5 Roberts Square SOLD for £22,000

EPC - E

Starting Bid £18,000

0191 3832133 **Durham City**



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Lot

65

Lot









Rydal Street, Hartlepool, TS26 9BA

- Terraced Property
- Two Bedrooms
- Gas Central Heating
- Centrally Located
- Potential Rental Income £4,800 PA
- 39 Rydal Street SOLD for £37,000

EPC - F

Starting Bid £27,000

0191 5183521 Peterlee









Osborne Avenue, South Shields, NE33 3BX

- Upper Flat
- Two Bedrooms
- Gas Central Heating
- Private Rear Yard
- 52 Osborne Avenue SOLD for £72,500

Starting Bid £44,950

0191 4540488 South Shields







Rothbury Avenue, Horden, SR8 4BA

- End Terraced Property
- Three Bedrooms
- Gas Central Heating
- Off Street Parking for Two Vehicles
- Large Gardens
- Potential Rental Income £4,740 PA

EPC - E

Starting Bid £44,950

0191 5183521 Peterlee

Let's talk auction...



Lot

69

Lot







William Street, Chopwell, NE17 7JH

- Terraced Property
- Three Bedrooms
- Gas Central Heating
- Double Glazing
- Investment Property
- Potential Rental Income £5,400 PA

EPC - D

Starting Bid £49,950

01207 508262 Consett







Eastgate, Morpeth, NE61 2SE

- Terraced Property
- Two Bedrooms
- · Gardens to Front & Rear
- Double Glazing
- Potential Rental Income £5,300 PA
- 4 Eastgate SOLD for £90,000

Starting Bid £75,000

01670 568099 Morpeth







Tennyson Court, Felling, NE8 3NL

- Ground Floor Apartment
- One Bedroom
- Double Glazing
- Secure Entry System
- Off Street Parking
- Potential Rental Income £4,800 PA

EPC - E

Starting Bid £37,000

0191 4878898 Low Fell



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71

Lot

72

Lot

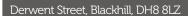












- Portfolio of Three Apartments
- Excellent Location
- One Apartment Currently Let £375 PCM
- Potential Rental Income £15,300 PA



Lot

74

Lot

75



Starting Bid £135,000

01207 508262 Consett









The Links, Whitley Bay, NE26 4RR

- Make: Willerby
- Style: New Hampshire
- Two Bedrooms
- Gas Central Heating
- Sea Views
- Full Wrap Around Decking

Starting Bid £54,950

0191 2531301 Whitley Bay







Carr Street, Barnsley, S71 2QA

- Terraced House
- Two Bedrooms
- Ideally Located
- Close To Local Amenities
- Rear Yard

EPC - D

Starting Bid £45,000

0191 425 1510 Yorkshire Auction

North East Auction Thursday 29th August 2019







Roman Road, Lawe Top, NE33 2HA

- Lower Flat
- Two Bedrooms
- Gas Central Heating
- Double Glazing
- Rear Yard
- Potential Rental Income £5.100 PA

EPC - C

Starting Bid £45,000

0191 4540488 South Shields







Blackhills Road, Horden, SR8 4DW

- Two Storey Corner Property
- Ground Floor A1 Retail
- Four Bed Flat to First Floor
- Large Window Frontage & Signage
- Sale With Vacant Possession
- Freehold Title

Starting Bid £85,000

0191 737 1154 Commercial







Barrasford Street, Wallsend, NE28 0JZ

- Lower Flat
- Two Bedrooms
- Gas Central Heating
- Close To Local Amenities
- Immaculate Presentation
- 73 Barrasford Street SOLD for £61,500

EPC - D

Starting Bid £29,950

0191 2345681 Wallsend



To see how we can help you buy, sell and move call our auction specialists on 0191 737 1152 or visit pattinsonauctions.co.uk





Lot

Lot

78







- Terraced Property
- Three Bedrooms
- Investment Opportunity
- Potential Rental Income £4,800 PA
- 7 Cromwell Road SOLD for £31,750



Lot

Lot

80

Lot

81

EPC -

Starting Bid £15,000

01642 210132 Teesside Office









Station Road, St Helen Auckland, DL14 9EX

- Two Storey Former Public House
- Lapsed Planning Permission
- For Conversion to 4x Apartments
- Site Area Approx. 223sqm
- Very Prominent Position
- Freehold Title

Starting Bid £47,000

0191 737 1154 Commercial







Front Street, Lanchester, DH7 0LA

- Two Storey Terraced Property
- Ground Floor A1 Hairdressing Salon
- Storage Space to First Floor
- NIA 55.6sqm (598sqft)
- Great Central Location
- To Be Sold as Freehold Title

EPC -

Starting Bid £90,000

0191 737 1154 Commercial

North East Auction Thursday 29th August 2019









- Semi Detached Property
- Two Bedrooms
- Gas Central Heating
- Garden
- Off Street Parking
- 43 Oakham Gardens SOLD for £103,000

EPC -

Jnconditional Reservation Fee

Starting Bid £60,000

0191 2960696 North Shields







Bede Street, Amble, NE65 OEA

- Terraced Property
- Two Bedrooms
- Gas Central Heating
- In Close Proximity to the Fishing Town of Amble
- High Ceilings
- 17 Bede Street SOLD for £154,000

EPC - E

Unconditional Reservation Fee

Starting Bid £95,000

01665 604193 Alnwick







Glebe Avenue, Easington, SR8 3HG

- Semi Detached Property
- Three Bedrooms
- Gas Central Heating
- Driveway
- Ideal Investment Opportunity
- Potential Rental Income £5,700 PA

EPC - E

Unconditional Reservation Fee

Starting Bid £35,000

0191 5183521 Peterlee



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84

Lot

82

Lot

83













Stratheam Way, Fawdon, Newcastle, NE3 2SD

- Semi Detached Property
- Three Bedrooms
- Double Glazing & Gas Central Heating
- In Need of Modernisation
- Close to Local Amenities
- 58 Strathearn Way SOLD for £85,000

EPC - D

Jnconditional Reservation Fee

Starting Bid £49,950

0191 215 0677 Forest Hall

Rocket Way, Forest Hall, Newcastle, NE12 9RJ

- Semi Detached Property
- Two Bedrooms
- Double Glazing & Gas Central Heating
- Off Street Parking
- Gardens
- 97 Rocket Way SOLD for £75,000

EPC - D

Unconditional Reservation Fe

Starting Bid £49,950

0191 215 0677 Forest Hall

Willington Terrace, Wallsend, Tyne and Wear, NE28 7BB

- Portfolio of 5 Apartments
- Converted Former Public House
- 3 out of 5 Flats Currently Tenanted
- Current Annual Income £19,180
- Potential Annual Income £32,380
- Freehold Title

EPC -

Jnconditional Reservation Fee

Starting Bid £360,000

0191 7371154

Commercial



Lot

87

Lot

86

Lot

85





Bewicke Road, Wallsend, Tyne and Wear, NE28 6SH

- Portfolio of 10 Self-Contained Flats
- 4x One Bed, 3x Two Bed, 3x Three Bed
- Eight Out of Ten Flats Currently Let
- Current Annual Income £36,920

SOLD FOR £26k OVER STARTING BID!

Sold at Auction for £206,000







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0191 737 1152

northeast@pattinson.co.uk



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Address | Starting Bid | Starting Bid Address 3 Station Terrace Choppington Choppington Northumberland NE62 5TH £60,000 33/33a Woodhorn Road Ashington Northumberland NE63 9AS £81,000 £60.000 £72,000 18 Blackdown Close Peterlee Durham SR8 2JW 31/31a Woodhorn Road Ashington Northumberland NE63 9AS £30,000 32 Wadham Close Peterlee Peterlee Durham SR8 2NN £65,000 119 Canterbury Street, South Shields Tyne and Wear NE33 4DD £45 000 15 High Street Dalbeattie Dumfries and Galloway DG5 4AD 67 Wynyard Mews Hartlepool Durham TS25 3JF £22.500 44 Brinkburn Avenue Bensham Gateshead tyne and wear NE8 4JT £63,000 99 Victoria Street Shotton Colliery Durham Durham DH6 2LD £34,950 111 George Street Wallsend Tyne and Wear NE28 6SL £25,000 39 Ariel Street Ashington Ashington Northumberland NE63 9HA £39,950 7 Newcastle Terrace Framwellgate Moor Durham Durham DH1 5FG £120,000 24 Wicklow Street Middlesbrough Middlesbrough Cleveland TS1 4RG £34,950 27 Duke Street Seaham Durham SR7 0DQ £69,950 Beadnell House Longhorsley Longhorsley Morpeth Northumberland NE65 8TG £260,000 £89,950 37 Laet Street North Shields Tyne and Wear NE29 6NN £45,000 8 The Rise Consett Durham DH8 9RA £34,950 12 Kingsmere Gardens Walker Newcastle upon Tyne Tyne and Wear NE6 3NP £34,000 42 Outram Street Middlesbrough Middlesbrough Cleveland TS1 4EL Low Stonechester Farm Hamsterley near Hamsterley Village Bishop Auckland DL13 3NG £875.000 99B Second Avenue Heaton Newcastle upon Tyne Tyne and Wear NE6 5XT £109.950 15 Midmoor Road Pallion Sunderland Tyne and Wear SR4 6NP £49.950 15 Chantry Mews, Bridge Street Morpeth Morpeth Northumberland NE61 1PT £114.950 £89.950 22 Mainsforth Terrace West Hendon Sunderland Tyne and Wear SR2 8JX £44,950 11 Fern Court Guide Post Choppington Northumberland NE62 5NE 8 Bishonton Boad Stockton, Stockton-on-Tees Durham TS19 OAW 49 Combe Drive Lemington Newcastle upon Tyne Tyne and Wear NE15 8UH £40.000 £55.000 20 Coronation Avenue Blackhall Colliery Hartlepool Durham TS27 4HR £4,995 100 Norfolk Street Sunderland City Centre Sunderland Tyne and Wear SR1 1EA £139,950 38 Glendale Avenue Choppington Northumberland NE62 5AN £25,000 27 Barmouth Close Wallsend Wallsend Tyne and Wear NE28 9AR £59,950 8 Roseberry Crescent Thornley Durham Durham DH6 3DQ £30.000 45 Shafto Street Rosehill Wallsend Tyne and Wear NE28 7AL £49.950 The Lodge, Dame Margaret Hall The Avenue Washington Tyne and Wear NE38 7LE £150,000 6 St. Oswalds Terrace Shiney Row Houghton Le Spring Tyne and Wear DH4 4JX £35.000 101 Marlborough Street South CHICHESTER South Shields Tyne and Wear NE33 4DB 114 Cheltenham Road Hylton Castle Sunderland Tyne and Wear SR5 3QF £40,000 £70,000 23 Ropery Walk Seaham Durham SR7 7JZ £65.000 74 Bamburgh Close Washington Tyne and Wear NE38 OHP £58,000 131 Durham Road Primrose Hill Stockton-on-Tees Cleveland TS19 0DH £68.000 22 Ropery Walk Seaham Durham SR7 7JZ £50,000 99 Sixth Street Horden Peterlee Durham SR8 4JX £19,950 6 Baker Gardens Dunston Gateshead Tyne and Wear NE11 9HA £44,950 28 - 29 Hudson Road Sunderland Tyne and Wear SR1 2LJ £39,950 13 Station Road West Trimdon Colliery Trimdon Station Durham TS29 6BP £27,000 £39.950 1 Andhill House Hobsons Buildings Catchgate Stanley Durham DH9 8EU £80 000 300 Sycamore Street Ashington Northumberland NE63 0QH £65.000 8 Columbia Grange Kenton Newcastle upon Tyne Tyne and Wear NE3 3JP £29.950 1 Dalmatia Terrace Blyth Blyth Northumberland NE24 3JY 51 Lime Square City Road Newcastle City Centre Newcastle upon Tyne NE1 2BN £84,950 11 Springfield Road Hexham Northumberland NE46 1DY £79,950 56 Olive Street West Harton South Shields Tyne and Wear NE33 4RH 1 Quayside House High Street East East End Sunderland Tyne and Wear SR1 2AY £39.950 £19.950 25 Plessev Avenue Blvth Blvth Northumberland NE24 3JR 15 The Croft Thropton Morpeth Northumberland NE65 7LZ £124,950 £99,950

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North East Auction Thursday 29th August 2019

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| the terms and conditions printed within the Pattinson Auction catalogue and In understand that should my bid be successful will be bound by those terms. Address: Ad | | Company Name: | | |
| Will be bound by those terms. Under the conditional auction I will pay a non refundable reservation fee of 6% including VAT subject to a minimum of 6,000 including VAT fibe reservation fee is not considered as part payment of the final negotiated selling price) and exchange contracts within 28 days (subject to any joint agreement between seller and purchaser to extend this period). Under the unconditional auction I will pay a 5% deposit plus a reservation fee of 6% including VAT subject to a minimum fee 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 my highest bid that is made during the auction of I working day following the close of the auction if I working day following the close of the auction excisesful I will pay any monies due as agreed in the terms and conditions within I working day by way of cleared funds to the auctioner. I have also read and understood the contents of the legal pack and agree to any special conditions within the pack. Date of auction: Lot Number: Post Code: The property is offered in the: Conditional Auction: Unconditional Auction: Waximum Bid: £. Post Code: Maximum Bid: £. Signed: 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 and read and agreed to our Privacy. Policy, and CDPR Privacy. Notice found on our website pattinsonauctions could in compliance with Anti Money Laundering Regulations an Equifax search will be carried out overtry your identity and proof of residency. This does not affect your credit file. 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 Kehrl Pattinson prior to the auction which would be refunded the day after the auction if unsuccessful. Card Details: Card Details: Card Details: Card Details: Card D | | Date of Birth: | | |
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eNegotiator



| Please Select | Method of Bidding: | Buyers Details: | | |
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North East Auction Thursday 29th August 2019

General Conditions of Sale

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)
- Where the following words appear in bold they have specific

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 Dav.

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

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
- 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

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. 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, vou 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

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

North East Auction

Thursday 29th August 2019

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

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),

(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

(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;



- (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

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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;
- (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
- (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 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

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



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;

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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;
- (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

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

(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

the buyer on completion; and

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

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

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

- 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:

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



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