

**Preston Marriott Hotel**  
Broughton, Preston  
PR3 5JB  
1pm - Registration



**North West Auction:**  
Tuesday 29<sup>th</sup>  
October



# Auction Catalogue

North West October 2019

## In this issue...



Negotiator Awards 2019



Why Auction?



Success Stories



Featured Properties



Online Auction -

*Properties still available*

Longmoor Lane, Fazakerley, Liverpool, L9 9DA

Auction  
success  
story



**SOLD IN ONE DAY!**

0161 697 4306  
pattinsonauctions.co.uk





TheNegotiator  
*Awards*

In recognition of our continued success  
we've been shortlisted for 2 categories  
at The Negotiator Awards 2019!



To see how we can help you buy, sell and move call our auction  
specialists on **0161 697 4306** or visit **[pattinsonauctions.co.uk](http://pattinsonauctions.co.uk)**

# Why Auction?



## Security

You will have the comfort of a non-refundable reservation fee or deposit from any prospective purchaser. You also have the security of your reserve price which, your property won't sell below your agreed amount.



## Speed

With auction you can decide whether you would like the sale to complete within 28 or 56 days. The buyer and their solicitor have to work within these time-scales or the buyer could lose their deposit.



## Sell for Free

You also have the option to sell through the Unconditional or Conditional routes without any auction or estate agency fees. An additional reservation fee is collected from the buyer allowing us to give you the full auction advertising & marketing without any costs to you.



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 0161 697 4306.



### 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 - 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.



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## 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

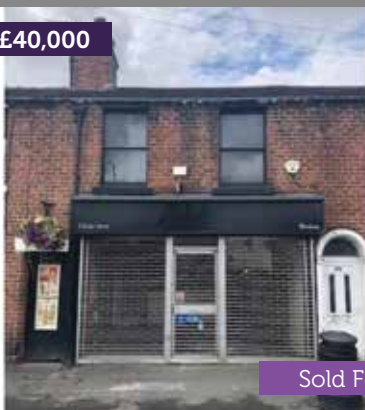
# Let's talk auction...

# 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**.

Garstang Road South, Wesham, Preston, PR4 3BL

Starting Bid **£40,000**



Sold For **£52,000**

- Two storey terraced property
- Ground floor A1 retail unit
- Storage space to first floor

Railway Road, Darwen, Lancashire, BB3 2RJ

Starting Bid **£54,000**



Sold For **£58,500**

- Two storey mid-terrace
- Doctor's surgery and premises
- NIA approx. 117.1sqm (1,260sqft)

Seafield Road, Blackpool, Lancashire, FY1 2LS

Starting Bid **£110,000**



Sold For **£117,000**

- Three storey corner property
- Three holiday apartments
- Private owner accommodation

Portfolio of Nine Properties

**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](http://pattinson.co.uk/commercial)**



Land to the East of Queensway, Lytham St Annes, FY8 3FQ

Starting Bid **£225,000**



Sold For **£340,000**

- Land & development site
- 3.92 acres (15,864sqm)
- Several large outbuildings

Plymouth Road, Blackpool, Lancashire, FY3 7JS

Starting Bid **£60,000**



Sold For **£64,000**

- Two storey, three floor property
- Ground floor A1 retail unit
- First floor two bedroom apartment

Dickson Road, North Shore, Blackpool, FY1 2JL

Starting Bid **£45,000**



Sold For **£49,250**

- Two storey mid-terrace
- Ground floor A1 retail unit
- First floor three bedroom apartment

Longmoor Lane, Fazakerley, Liverpool, L9 9DA

**SOLD IN ONE DAY!**



- Two storey corner property
- Fully tenanted investment
- Ground floor A1 hair and beauty salon

Let's talk property...

# North West Auction

## Tuesday 29<sup>th</sup> October 2019

### North West Auction Index...

Lot   Address	Starting Bid	Lot   Address	Starting Bid
30 Admiral Point, Queens Promenade, Blackpool, FY2 9GL	£70,000	45 Kingston Road, New Malden, KT3 3SS	£370,000
25 Aynsley Gardens, Church Langley, Essex, CM17 9PD	£200,000	29 Laburnum Grove, Minster on Sea, Sheerness, Kent, ME12 2FB	£45,000
36 Bartholomew Road, Kentish Town, NW5 2AR	£475,000	34 Lamartine Street, Nottingham, NG3 1GQ	£95,000
26 Belmont Road, Fleetwood, FY7 6TR	£50,000	5 Latimer Avenue, East Ham, Greater London, E6 2LH	£305,000
52 Bilbie Road, Weston-super-Mare, Somerset, BS22 7QE	£120,000	61 Leeds Road, Lofthouse, Wakefield, West Yorkshire, WF3 3QE	£210,000
65 Bounces Road, Greater London, N9 8LA	£350,000	28 Leyfield Close, Blackpool, FY3 7RQ	£90,000
3 Bowling Green, Bugle, St. Austell, Cornwall, PL26 8RN	£110,000	64 Lindsorth Approach, Birmingham, West Midlands, B30 3QH	£315,000
55 Cherry Tree Avenue, Hull, East Riding of Yorkshire, HU8 8QG	£90,000	41 Lonsdale Terrace, Dearham, Maryport, Cumbria, CA15 7EW	£39,000
31 Chester Road, Preston, PR1 5HR	£41,250	10 Lord Street, Blackpool, FY1 2AZ	£65,000
54 Chestnut Road, Walton, Liverpool, Merseyside, L9 1HY	£73,000	59 Mill House Millfield Road, Whitton, Hounslow, TW4 5PL	£212,000
8 Cloughton Cottage Ducketts Lane, Preston, PR3 0QB	£190,000	11 Mill Lane, Fazeley, Tamworth, B78 3QD	£69,000
42 Cobham Avenue, Bolton, BL3 3DY	£70,000	38 Montgomery House Demesne Road, Manchester, M16 8PH	£4,000
35 Coldcotes Avenue, Leeds, West Yorkshire, LS9 6ND	£85,000	1 Morgan Court Feltham Hill Road, Ashford, Surrey, TW15 2BY	£100,000
58 Commercial Street, Rothwell, Leeds, West Yorkshire, LS26 0AX	£95,000	44 Nelson Road, Beeston, Nottingham, NG9 1LF	£99,000
50 Cooks Cottage Chalk Lane, Withern, Alford, LN13 0LH	£110,000	33 Northfield End, Henley-on-Thames, Oxfordshire, RG9 2JJ	£450,000
69 Courthill Road, London, SE13 6DW	£480,000	67 Nottingham Road, Ilkeston, Derbyshire, DE7 5RE	£50,000
49 Downs Road, Luton, Bedfordshire, LU1 1QN	£110,000	13 Old Post Office Gunby Road, Orby, Skegness, PE24 5HT	£154,000
19 Dyson Street, Blackburn, BB2 3RZ	£25,000	46 Park Street, Cleethorpes, DN35 7NG	£55,000
17 Eagle Parade, Buxton, Derbyshire, SK17 6EQ	£45,000	27 Park View, Winchmore Hill, N21 1QS	£600,000
7 Fair View, Bacup, OL13 9SR	£50,000	56 Regent Square, Bow, E3 3HW	£360,000
9 Fazeley Church, Lichfield Street, Fazeley, Tamworth, B78 3QA	£199,999	63 Rudgrave Square, Wallasey, Merseyside, CH44 0EL	£120,000
23 Granary Court Birthorpe Road, Billingham, NG34 0QS	£34,000	2 Sandbrook Road, Southport, Merseyside, PR8 3RJ	£30,000
39 Grasmere Road, Haslingden, Rossendale, BB4 4EB	£110,000	21 Seaside Road, Eastbourne, East Sussex, BN21 3PA	£65,000
18 Greenwood Crescent, Warrington, Cheshire, WA2 0EE	£55,000	57 Siward Street, York, North Yorkshire, YO10 3LW	£130,000
68 Greyhound Lane, SW16 5NW	£720,000	66 Spring Rise, Egham, Surrey, TW20 9PP	£360,000
15 Hicking Building Queens Road, Nottingham, NG2 3AT	£108,000	53 Springfield Road, Eastbourne, East Sussex, BN22 8DY	£165,000
70 High Street, Tonypandy, Rhondda Cynon Taff, CF40 2BJ	£40,000	51 St Michaels Vicarage Bury Street, Edmonton, N9 7LD	£200,000
22 Holm Lane, Prenton, Merseyside, CH43 2HW	£110,000	32 Station Road, Selston, Nottingham, NG16 6FH	£55,000
62 Hornbeam Road, Buckhurst Hill, Essex, IG9 6LA	£210,000	47 Stratton Road, Sunbury-on-Thames, Surrey, TW16 6PQ	£360,000
12 Horsebridge Road, Blackpool, FY3 7EA	£30,000	37 Town Street, Middleton, Leeds, West Yorkshire, LS10 3SN	£145,000
60 Hudson Drive, Coningsby, Lincoln, LN4 4RH	£54,000	43 Trinity Court, Higher Cambridge Street, Manchester, M15 6AR	£139,000
20 Joseph Street, Darwen, BB3 3HT	£40,000	14 Vine Street, Wigan, WN1 3PG	£40,000
24 Kemp Street, Fleetwood, FY7 6DY	£55,000	48 Wall End Road, E6 2NW	£140,000
6 Kendal Close, Rainford, St. Helens, Merseyside, WA11 7LG	£120,000	16 Watson Road, Blackpool, FY4 3EG	£65,000
40 Kings Hotel, New South Promenade, Blackpool, FY4 1NF	£190,000	4 Windsor Road, Southport, Merseyside, PR9 9BY	£90,000



To see how we can help you buy, sell and move call our auction specialists on **0161 697 4306** or visit **pattinsonauctions.co.uk**



Auction  
success  
story



**0%**  
SALES FEE

Edenfield Road, Rochdale, OL12 7PD

- End of Terrace
- Three Bedroom
- Garage
- Rear Garden

Starting Bid was **£90,000**

**SOLD IN ONE DAY!!!**

Sold at Auction for **£100,000**



**ReviloHomes**  
Property.... but done right!

Let's talk auction...

# Featured Properties

Let's talk auction...

Claughton Cottage Ducketts Lane, Preston, PR3 0QB

Starting bid **£190,000**



- Detached Cottage
- Fitted Kitchen
- Two Attic Rooms
- Substantial Planning Permission

Lord Street, Blackpool, Lancashire, FY1 2AZ

Starting bid **£65,000**



- Four floor terraced property
- 7x individual flats
- In need of renovation throughout
- Excellent town centre location

Admiral Point, Queens Promenade, Blackpool, FY2 9GL

Starting bid **£70,000**



- One Bedroom
- Second Floor Apartment
- Prestigious Location
- Sea Views

Kemp Street, Fleetwood, FY7 6DY

Starting bid **£55,000**



- Three Bedrooms
- Terrace House
- Two Reception Rooms
- Double Glazing



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Pattinson  
Auction

**North West Auction:**  
**Tuesday 29<sup>th</sup>**  
**October**

Preston Marriott Hotel  
Garstang Road  
Broughton  
Preston  
PR3 5JB

**1pm** - Registration



**RICS**



# North West Auction

## Tuesday 29<sup>th</sup> October 2019



Feltham Hill Road, Ashford, TW15 2BY

- One Bedroom
- Apartment
- Ground Floor
- Gas Central Heating
- Cash Buyers Only
- Garage in Block

Lot  
1

EPC - C

Unconditional Reservation Fee

**Starting Bid £100,000**

01784 243333

S J Smith Estate Agents



Sandbrook Road, Southport, PR8 3RJ

- Upper Flat
- Two Bedrooms
- Gas Central Heating
- Double Glazing
- Close to Ainsdale Village, restaurants and artisan cafe's
- Newly Decorated

Lot  
2

EPC - E

Unconditional Reservation Fee

**Starting Bid £30,000**

01704 531541

Penny Joseph



Bowling Green, Bugle, PL26 8RN

- Former Railway Carriage
- Two Bedrooms
- Level Plot
- Viewing Essential

Lot  
3

EPC - G

Unconditional Reservation Fee

**Starting Bid £110,000**

01726 72289

Millerson

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Windsor Road, Southport, PR9 9BY

- Semi-Detached House
- Two Bedrooms
- Close To Local Amenities
- Gas Central Heating
- Potential Rent £550 PCM

Lot  
4



EPC - D

Unconditional Reservation Fee

**Starting Bid £90,000**

01704 531541 Penny Joseph



Latimer Avenue, East Ham, E6 2LH

- Freehold House
- Extension Potential (STPP)
- Two Bedrooms
- Two Reception Rooms

Lot  
5



EPC - D

Unconditional Reservation Fee

**Starting Bid £305,000**

0207 704 5788 Ludlow Thompson



Kendal Close, Rainford, WA11 7LG

- Semi Detached Dormer Style
- Three Bedrooms
- Lounge & Dining Room
- Lovely Front & Rear Gardens
- Quiet Cul De Sac

Lot  
6



EPC - D

Unconditional Reservation Fee

**Starting Bid £120,000**

01744 613316 Aspire

**Let's talk auction...**

# North West Auction

Tuesday 29<sup>th</sup> October 2019



**KEENANS**  
-estateagents.co.uk



Fair View, Bacup, OL13 9SR

- Two Bedrooms
- Paved Patio area
- Close To Amenities
- Ideal First Time Buy
- Viewing Essential

Lot  
7

EPC -

Unconditional Reservation Fee

**Starting Bid £50,000**

01706 215 618 Keenans



**KEENANS**  
-estateagents.co.uk



Ducketts Lane, Cloughton-on-Brock, PR3 0QB

- Detached Cottage
- Three Bedrooms
- Fitted Kitchen
- Two Attic Rooms
- Substantial Planning Permission
- Off Road Parking

Lot  
8

EPC - G

Unconditional Reservation Fee

**Starting Bid £190,000**

01257 447 602 Keenans



**Be with Belvoir!**



Lichfield Street, Fazeley, B78 3QA

- Three storey detached property
- Former Fazeley church
- Fully cleared for renovation
- Excellent development potential
- 3 Phase electricity throughout
- Freehold title

Lot  
9

EPC -

Unconditional Reservation Fee

**Starting Bid £199,999**

01827 63996 Belvoir - Hinckley



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Lord Street, Blackpool, FY1 2AZ

- Four floor terraced property
- 7x individual flats
- In need of renovation throughout
- Excellent town centre location
- For sale with vacant possession
- Freehold title

Lot  
10

EPC - C

Unconditional Reservation Fee

Starting Bid £65,000

01253 751616

Michael Cuddy



Mill Lane, Fazeley, B78 3QD

- Terraced House
- Two Bedrooms
- Unrestricted Parking to The Front
- Close To Local Amenities
- Potential Rental Income of £550 pcm

Lot  
11

EPC -

Unconditional Reservation Fee

Starting Bid £69,000

01827 63996

Belvoir - Hinckley



Horsebridge Road, Blackpool, FY3 7EA

- First Floor Flat
- Two Bedrooms
- Ground rent - £10.00 PA
- Management Charge - £149.59 PA
- Insurance - £124.41 PA

Lot  
12

EPC - D

Unconditional Reservation Fee

Starting Bid £30,000

01253627111

Tiger Sales & Lettings

Let's talk auction...

# North West Auction

## Tuesday 29<sup>th</sup> October 2019



**LOVELLE**  
ESTATE AGENCY

Gunby Road, Orby, PE24 5HT

- Semi Detached House
- Three Bedrooms
- Lounge with Multi-Fuel Burner
- Garage & Home Office
- Plenty of Off Road Parking

Lot  
13



EPC -

Unconditional Reservation Fee

**Starting Bid £154,000**

01754769769

Lovelle



**addisons**  
estate & letting agents

Vine Street, Wigan, WN1 3PG

- Terraced House
- Two Bedrooms
- In Need of Full Refurbishment
- Yard To The Rear
- Popular Residential Area

Lot  
14



EPC - G

Unconditional Reservation Fee

**Starting Bid £40,000**

01942 580015

Addisons Estate Agents



**Tristram's**  
Sales and Lettings

Queens Road, Nottingham, NG2 3AT

- Penthouse Apartment
- Two double bedrooms
- Open plan living space with full-length windows
- Wrap-around South facing balcony
- Easy access to Nottingham railway station
- Potential rental income of £850PCM

Lot  
15



EPC - D

Unconditional Reservation Fee

**Starting Bid £108,000**

01159 786825

Tristrams



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Watson Road, Blackpool, FY4 3EG

- End Terrace
- Three Bedrooms
- Two Reception Rooms
- Off Street Parking
- South Facing Garden

Lot  
16

EPC - E

Unconditional Reservation Fee

Starting Bid £65,000

01253 399277 Hindley & Lamb



Eagle Parade, Buxton, SK17 6EQ

- First Floor Flat
- One Bedroom
- On Street Parking
- Ideal Investment Opportunity
- Currently Let £450pcm

Lot  
17

EPC - E

Unconditional Reservation Fee

Starting Bid £45,000

01298 214111 Three Shires Properties



Greenwood Crescent, Warrington, WA2 0EE

- Terraced House
- Three Bedrooms
- Ideal Location
- Garden
- Parking To Rear

Lot  
18

EPC - D

Unconditional Reservation Fee

Starting Bid £55,000

01925 499599 222 Estates

Let's talk auction...



# North West Auction

Tuesday 29<sup>th</sup> October 2019



Dyson Street, Blackburn, BB2 3RZ

- Terraced House
- Two Bedrooms
- Close To Local Amenities
- Enclosed Rear Yard
- Ideal Investment Opportunity

Lot  
19

EPC - D

Unconditional Reservation Fee

Starting Bid £25,000

01254 695555 Crown Estates



Joseph Street, Darwen, BB3 3HT

- Terrace House
- Two Bedrooms
- Two Reception Rooms
- Garden to the Rear
- Convenient Location

Lot  
20



EPC - D

Unconditional Reservation Fee

Starting Bid £40,000

01254 695555 Crown Estates



Seaside Road, Eastbourne, BN21 3PA

- Lower Ground Floor Flat
- Gas Heating
- Cash Buyers Only
- Ideal Buy To Let Flat
- Close To Local Amenities

Lot  
21



EPC - C

Unconditional Reservation Fee

Starting Bid £65,000

01424 224242 Redwell Estates



To see how we can help you buy, sell and move call our auction specialists on **0161 697 4306** or visit **pattinsonauctions.co.uk**



Holm Lane, Prenton, CH43 2HW

- Ground Floor Apartment
- Two Bedrooms
- Gas Central Heating
- Off Road Parking
- Communal Gardens

**Lot  
22**

EPC - C

Unconditional Reservation Fee

**Starting Bid £110,000**

0151 630 5888 iLets Go Properties



Birthorpe Road, Billingham, NG34 0QS

- Second Floor Apartment
- One Bedroom
- Electrically Heated
- Ideal Investment Opportunity
- Village Location

**Lot  
23**

EPC - G

Unconditional Reservation Fee

**Starting Bid £34,000**

01529 303377 Winkworths



Kemp Street, Fleetwood, FY7 6DY

- Terrace House
- Three Bedrooms
- Two Reception Rooms
- Double Glazing
- IDEAL FIRST TIME BUY

**Lot  
24**

EPC - C

Unconditional Reservation Fee

**Starting Bid £55,000**

01772 395835 Tiger Sales & Lettings

**Let's talk auction...**

# North West Auction

## Tuesday 29<sup>th</sup> October 2019



Aynsley Gardens, Church Langley, CM17 9PD

- Two Bedroom Apartment
- First Floor
- Allocated Parking
- 980+ Year Lease
- Within the catchment of Church Langley Primary School
- Walking distance to local shops and amenities

Lot  
25

EPC - C

Unconditional Reservation Fee

**Starting Bid £200,000**

01279410084

Kings Group



Belmont Road, Fleetwood, FY7 6TR

- End terraced house
- Two Bedrooms
- Modern kitchen
- Gas Central Heating
- UPVC Double glazing
- Rear Yard

Lot  
26

EPC - E

Unconditional Reservation Fee

**Starting Bid £50,000**

01253 876 515

Harris and Co Estate Agents



Park View, London, N21 1QS

- Semi Detached House
- Three Bedrooms
- Shared Drive to Garage
- Front & Rear Gardens
- Close To Local Amenities

Lot  
27

EPC - F

Unconditional Reservation Fee

**Starting Bid £600,000**

01784 434 304

Townends



To see how we can help you buy, sell and move call our auction specialists on **0161 697 4306** or visit **pattinsonauctions.co.uk**





Leyfield Close, Blackpool, FY3 7RQ

- Semi Detached
- Two Bedrooms
- Lounge Open to Dining Room
- Good Size Enclosed Garden
- In Need of Cosmetic Upgrading

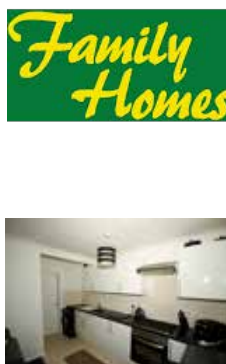
Lot  
28

EPC -

Unconditional Reservation Fee

Starting Bid £90,000

01253 928200 Move Holmes Ltd



Laburnum Grove, Minster on Sea, ME12 2FB

- Holiday Home Bungalow
- One Bedroom
- Close to Beach
- Allocated Parking
- Open Plan Kitchen / Living area

Lot  
29

EPC -

Unconditional Reservation Fee

Starting Bid £45,000

01795 473434 Family Homes



Queens Promenade, Bispham, FY2 9GL

- Second Floor Apartment
- One Bedroom
- Prestigious Location
- Sea Views
- Allocated Parking

Lot  
30

EPC - C

Unconditional Reservation Fee

Starting Bid £70,000

01253 928200 Move Holmes Ltd

Let's talk auction...

# North West Auction

## Tuesday 29<sup>th</sup> October 2019



Chester Road, Preston, PR1 5HR

- Terrace
- Three Bedrooms
- Modernisation Required
- Great Investment

Lot  
31

EPC - G

Unconditional Reservation Fee

Starting Bid £41,250

01772 202007 V-Estate Agents



Station Road, Selston, NG16 6FH

- Terraced
- Two Bedroom
- Sizeable Garden
- Freehold
- Viewing Essential

Lot  
32

EPC - D

Unconditional Reservation Fee

Starting Bid £55,000

01773 716565 MCM Estates and Lettings



Northfield End, Henley-on-Thames, RG9 2JJ

- Two Bedroom Semi-Detached House
- Highly Sought-After Location
- A couple of minutes away from Henley Town Centre
- Close to local amenities
- Fantastic Transport Links
- Modern Fixtures and Fittings Throughout

Lot  
33

EPC - D

Unconditional Reservation Fee

Starting Bid £450,000

01491 598530 Bonds Estate Agents



To see how we can help you buy, sell and move call our auction specialists on **0161 697 4306** or visit **pattinsonauctions.co.uk**



Lamartine Street, Nottingham, NG3 1GQ

Lot  
34

- End Terraced House
- Four Bedrooms
- Rear Yard
- On Street Parking
- Close To Local Amenities
- Potential Rental Income £880 PCM

EPC - E

Unconditional Reservation Fee

Starting Bid £95,000

01159 786825 Tristrams



Coldcotes Avenue, Leeds, LS9 6ND

Lot  
35

- Semi-Detached House
- Three Bedrooms
- Inspection Recommended
- Close To Local Amenities
- Chain Free

EPC - F

Unconditional Reservation Fee

Starting Bid £85,000

0113 205 9400 Barrington & Blake



Bartholomew Road, Kentish Town, NW5 2AR

Lot  
36

- Apartment
- Two Bedrooms
- Courtyard Garden
- Close To Local Amenities
- Open Plan Kitchen

EPC - E

Unconditional Reservation Fee

Starting Bid £475,000

0207 284 1222 Olivers Town



Let's talk auction...



# North West Auction

## Tuesday 29<sup>th</sup> October 2019



Town Street, Middleton, LS10 3SN

- Semi Detached House
- Three Bedrooms
- Two Reception Rooms
- Gas Central Heating
- Inspection Recommended

Lot  
37



EPC - D

Unconditional Reservation Fee

**Starting Bid £145,000**

0113 205 9400 Barrington & Blake



Demesne Road, Manchester, M16 8PH

- Room
- One Bedroom
- Wifi
- Parking
- Gym

Lot  
38



EPC -

Unconditional Reservation Fee

**Starting Bid £4,000**

01204 895999 Simply Residential



Grasmere Road, Haslingden, BB4 4EB

- Semi Detached Bungalow
- Two Bedrooms
- Driveway
- Rear Garden
- Convenient Area

Lot  
39



EPC - D

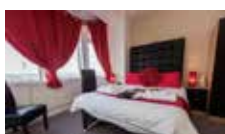
Unconditional Reservation Fee

**Starting Bid £110,000**

01706 215 618 Keenans



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New South Promenade, Blackpool, FY4 1NF

- Three storey licenced hotel
- 10 letting bedrooms
- Private owner accommodation
- Parking for 10 vehicles
- Fully fitted ready to trade
- Freehold title

Lot  
40

EPC -

Unconditional Reservation Fee

**Starting Bid £190,000**

01253 420420

Kenricks Commercial Estate Agents



Lonsdale Terrace, Dearham, CA15 7EW

- Terraced House
- Three Bedrooms
- Rear Garden
- Close To Local Amenities
- Ideal For First Time Buyers

Lot  
41

EPC - D

Unconditional Reservation Fee

**Starting Bid £39,000**

01946 413001

First Choice Move



Cobham Avenue, Bolton, BL3 3DY

- End Terraced House
- Three Bedrooms
- Gas Central Heating
- Tenanted under AST
- Ideal Investment Opportunity

Lot  
42

EPC - D

Unconditional Reservation Fee

**Starting Bid £70,000**

01204 895999

Simply Residential

**Let's talk auction...**

# North West Auction

## Tuesday 29<sup>th</sup> October 2019



44 Higher Cambridge Street, Manchester, M15 6AR

- Apartment
- Two Bedrooms
- Electric Heating
- Secure Door Entry System

Lot  
43

EPC - E

Unconditional Reservation Fee

**Starting Bid £139,000**

01204 895999

Simply Residential



Nelson Road, Beeston, NG9 1LF

- Terrace House
- Two double bedrooms
- Additional rear yard
- Catchment area for Beeston Rylands Junior School
- Close proximity to ample amenities

Lot  
44

EPC - D

Unconditional Reservation Fee

**Starting Bid £99,000**

01159 786825

Tristrams



Kingston Road, New Malden, KT3 3SS

- Three Double Bedroom Terraced House
- Private Garden
- Wooden Floor Throughout
- Good Transport Link
- Two Modern Bathrooms
- Separate Reception Room

Lot  
45

EPC - D

Unconditional Reservation Fee

**Starting Bid £370,000**

0208 5430 074

Tennison Property



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LOVELLE  
ESTATE AGENCY



Park Street, Cleethorpes, DN35 7NG

- Terrace House
- Four Bedrooms
- Dining Room
- Entrance Hall
- Front & Rear Gardens

Lot  
46

EPC - E

Unconditional Reservation Fee

Starting Bid £55,000

01472 812250 Lovelle



Townends



Stratton Road, Sunbury-on-Thames, TW16 6PQ

- Semi-Detached House
- Three Bedroom
- Two Bathrooms
- Off-Street Parking
- Popular Residential Location

Lot  
47

EPC - D

Unconditional Reservation Fee

Starting Bid £360,000

01932 785 171 Townends



Woodland



Wall End Road, London, E6 2NW

- Apartment
- One Bedroom
- Shops and amenities nearby
- Close to public transport

Lot  
48

EPC - C

Unconditional Reservation Fee

Starting Bid £140,000

0208 554 5544 Woodland

Let's talk auction...

# North West Auction

Tuesday 29<sup>th</sup> October 2019



Downs Road, Luton, LU1 1QN

- Apartment
- Two Bedrooms
- Communal Gardens
- Communal Parking
- Ideal Investment Opportunity

Lot  
49

EPC - G

Unconditional Reservation Fee

Starting Bid £110,000

01582 346 203 VA Property Consultants



Chalk Lane, Withern, LN13 0LH

- Terraced House
- Two Bedrooms
- Off Road Parking
- Front & Rear Gardens
- Close To Local Amenities

Lot  
50

EPC - E

Unconditional Reservation Fee

Starting Bid £110,000

01507 604712 Compass



Bury Street, Edmonton, N9 7LD

- Converted Apartment
- Two Bedrooms
- Allocated Parking
- Shared Garden
- Original Features

Lot  
51

EPC -

Unconditional Reservation Fee

Starting Bid £200,000

020 8350 0100 Kings Group



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Estate Agents  
**Saxons**



Bilbie Road, Weston-super-Mare, BS22 7QE

- Terraced House
- Two Bedrooms
- Allocated Parking
- Enclosed Garden
- Fitted Kitchen

Lot  
52

EPC - D

Unconditional Reservation Fee

Starting Bid £120,000

01934 624 400 Saxons



**Redwell**  
Estates



Springfield Road, Eastbourne, BN22 8DY

- Terrace House
- Two Bedrooms
- Kitchen
- Lounge
- Garden
- Central eastbourne

Lot  
53

EPC - D

Unconditional Reservation Fee

Starting Bid £165,000

01424 224242 Redwell Estates



**Loc8**



Chestnut Road, Walton, L9 1HY

- Semi Detached Bungalow
- Two Bedrooms
- Gardens to Front and Rear
- Driveway
- Close To Local Amenities

Lot  
54

EPC - C

Unconditional Reservation Fee

Starting Bid £73,000

0151 526 1455 Loc8

Let's talk auction...



# North West Auction

## Tuesday 29<sup>th</sup> October 2019



**LOVELLE**  
ESTATE AGENCY

Cherry Tree Avenue, Hull, HU8 8QG

- Semi Detached House
- Two Bedrooms
- Front & Rear Gardens
- Close To Local Amenities
- Kitchen

Lot  
55

EPC - D

Unconditional Reservation Fee

**Starting Bid £90,000**

01482 781188

Lovelle



**Winkworth**

Regent Square, London, E3 3HW

- Apartment
- Two Bedrooms
- Private Garden
- Close To Local Amenities
- Communal Garden
- Garage

Lot  
56

EPC - D

Unconditional Reservation Fee

**Starting Bid £360,000**

01529 303377

Winkworths



**northwood**

Siward Street, York, YO10 3LW

- FREEHOLD
- Project Property
- 2 bedrooms
- 2 Reception Rooms
- On Street Parking
- First Floor Bathroom

Lot  
57

EPC - E

Unconditional Reservation Fee

**Starting Bid £130,000**

01904 638 999

Northwood York



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Commercial Street, Rothwell, LS26 0AX

- End Terraced House
- Three Bedrooms
- Enclosed Front Yard
- Patio Garden
- Garage
- Vacant Possession

Lot  
58



EPC -

Unconditional Reservation Fee

Starting Bid £95,000

0113 205 9400 Barrington & Blake



Millfield Road, Whitton, TW4 5PL

- Two Bedroom
- First Floor
- Maisonette
- Garden

Lot  
59



EPC - C

Unconditional Reservation Fee

Starting Bid £212,000

0208 898 5500 Townends



Hudson Drive, Coningsby, LN4 4RH

- Two Double Bedrooms
- Terrace House
- Lounge/Diner
- UPVC Double Glazing
- Ideal Investment Property

Lot  
60



EPC - D

Unconditional Reservation Fee

Starting Bid £54,000

01507 527617 Lovelle

Let's talk auction...

# North West Auction

## Tuesday 29<sup>th</sup> October 2019



Leeds Road, Lofthouse, WF3 3QE

- Mixed commercial and residential lot
- Three bedroom detached house
- 30.6sqm former fish and chip shop
- For sale with vacant possession
- Great development potential (STPP)
- To be sold as Unregistered

Lot  
61



EPC -

Unconditional Reservation Fee

**Starting Bid £210,000**

0113 205 9400 Barrington & Blake



Hombeam Road, Buckhurst Hill, IG9 6LA

- First Floor Apartment
- Two Bedrooms
- Communal Grounds
- Private Garage
- Investment Opportunity
- Potential Rental income of £1200 PCM

Lot  
62



EPC - D

Unconditional Reservation Fee

**Starting Bid £210,000**

020 3418 0777 R L Morris



Rudgrave Square, Wallasey, CH44 0EL

- Terraced House
- Six Bedrooms
- Refurbished Top to Bottom
- Close To Local Amenities

Lot  
63



EPC -

Unconditional Reservation Fee

**Starting Bid £120,000**

0151 630 5888 iLets Go Properties



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Oakton  
Estates



Lindsworth Approach, Birmingham, B30 3QH

- Detached House
- 4 bedroom detached
- Five Receptions
- character home with individual style
- Garage
- Gardens To Front, Side & Rear

Lot  
64

EPC - D

Unconditional Reservation Fee

Starting Bid £315,000

0121 459 9641 Oakton Estates



zuplex



Bounces Road, London, N9 8LA

- Semi Detached House
- Three Bedrooms
- Potential To Extend (STPP)
- Off Street Parking
- First Floor Bathroom
- In Need Of Modernisation

Lot  
65

EPC - E

Unconditional Reservation Fee

Starting Bid £350,000

0208 888 7599 Zuplex Estate Agents



s j smith  
estate agents



Spring Rise, Egham, TW20 9PP

- Semi Detached House
- Three bedrooms
- Rear Garden
- Potential to Extend (STPP)
- In Need Of Modernisation

Lot  
66

EPC - E

Unconditional Reservation Fee

Starting Bid £360,000

01784779100 S J Smith Estate Agents

Let's talk auction...

# North West Auction

## Tuesday 29<sup>th</sup> October 2019



Nottingham Road, Ilkeston, DE7 5RE

- Two storey, three floor property
- Ground floor A1 nail and beauty salon
- Ground floor let for £3,960 per annum
- Vacant maisonette to upper floors
- Potential income £8,400pa when fully let
- Freehold title

Lot  
67

EPC -

Unconditional Reservation Fee

Starting Bid £50,000

01773 769751 Freckleton Brown



Greyhound Lane, London, SW16 5NW

- Semi Detached
- 7 Bedrooms
- Off Street Parking
- Primed for Modernisation
- Private Garden

Lot  
68

EPC - E

Unconditional Reservation Fee

Starting Bid £720,000

0208 7727200 Ludlow Thompson



Courthill Road, London, SE13 6DW

- Terraced House
- Four Bedrooms
- Planning Permissions Granted
- Freehold with Private Garden
- Close To Local Amenities

Lot  
69

EPC - D

Unconditional Reservation Fee

Starting Bid £480,000

0207 101 0236 Ludlow Thompson



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High Street, Tonypandy, CF40 2BJ

- Terraced
- Three Bedroom
- Great Views
- Modern Kitchen and Bathroom
- Newly Fitted Carpets

Lot  
70

EPC - D

Unconditional Reservation Fee

**Starting Bid £40,000**

01495 366593

Deeds Property.com

## Why sell your property at auction?

1

### Maximum Price

Active marketing and high levels of bidders aid properties to achieve the best price at auction.

2

### Security

Sellers have the added security of a non-refundable deposit.

3

### Speed

The winning bidder agrees to exchange and complete within a specific time.

**Let's talk auction...**



Auction  
success  
story



**0%**  
SALES FEE

Queensway, Lytham St Annes, FY8 3FQ

- Land and development site
- 3.92 acres (15,864sqm)
- Several large outbuildings
- Mains water and electricity connected

Starting Bid was **£225,000**

**SOLD FOR £115k OVER STARTING BID!**

Sold at Auction for **£340,000**



To see how we can help you buy, sell and move call our auction specialists on **0161 697 4306** or visit **pattinsonauctions.co.uk**

## PROPERTIES STILL AVAILABLE!

ONLINE  
SECURE  
SALES

This is a selection of our properties which are offered for sale in our online auction. If you want further information or to arrange a viewing on any of these properties then please contact our auction specialists today:

# 0161 697 4306

[auctions@pattinson.co.uk](mailto:auctions@pattinson.co.uk)



[pattinsonauctions.co.uk](http://pattinsonauctions.co.uk)

### Address

Flat 6 Addlestone House Chertsey Road Addlestone Surrey KT15 2EA  
45 Heathcote Gardens Harlow Essex CM17 9TZ  
1B Ten Bell Lane Soham Ely Cambridgeshire CB7 5BJ  
87 Pears Road Hounslow London TW3 1SS  
146 Amyand Park Road Twickenham Greater London TW1 3HY  
55 Holcroft Drive Cuddington Northwich Cheshire CW8 2BS  
76 Riverside Drive Mitcham , CR4 4BW  
104 Riverside Drive Mitcham , CR4 4BW  
4 Greaves Street Haslingden Rossendale Lancashire BB4 4PE  
Flat 1, 8 Eagle Parade Buxton Derbyshire SK17 6EQ  
31 Haywagon Station Road Adwick-le-Street Doncaster South Yorkshire DN6 7BG  
50 Eaton Square Leeds West Yorkshire LS10 4SN  
Flat 3, 14 Thorgam Court Grimsby Lincolnshire DN31 2EU  
14 West Farm Court Broompark Durham Durham DH7 7RN  
Flat 41 Upton Heights 214 Upton Lane Forest Gate London E7 9NP  
Evenlode Royal Lane Uxbridge Greater London UB8 3QP  
34 Telegraph Street St. Day Redruth Cornwall TR16 5LY  
48 Howard Court Tudor Way Knaphill Woking Surrey GU21 2UE  
Flat 9, 82A Holloway Road London London N7 8JG  
Flat 9 York Mansions West Hendon Broadway London London NW9 6BG  
263 Nork Way Banstead Surrey SM7 1JQ  
Flat 28, Boyce House Aldington Road London London SW16 1UA  
15 Hill Court, Ballfield Road Godalming Surrey GU7 2HD  
5 Oldborough Road Wembley London HA0 3PP  
Flat 4, Camelot Court Alford Road Sutton-on-Sea Mablethorpe Lincolnshire LN12 2SQ  
131 Montgomery House Demesne Road Manchester Greater Manchester M16 8PH  
8 Derby Street Accrington Lancashire BB5 1BP  
12 The Heights Manchester Road Tyldesley Manchester Greater Manchester M29 8QG

### | Starting Bid

**£205,000**  
**£260,000**  
**£90,000**  
**£450,000**  
**£300,000**  
**£265,000**  
**£400,000**  
**£385,000**  
**£60,000**  
**£20,000**  
**£55,000**  
**£62,000**  
**£12,000**  
**£290,000**  
**£260,000**  
**£650,000**  
**£110,000**  
**£220,000**  
**£185,000**  
**£280,000**  
**£500,000**  
**£180,000**  
**£325,000**  
**£670,000**  
**£70,000**  
**£4,000**  
**£35,000**  
**£75,000**

### Address

Flat 5,266 Lower Broughton Road Salford Greater Manchester M7 2LA  
95 Harold Street Grimsby Lincolnshire DN32 7NQ  
39 Speyside Court Orton Southgate Peterborough Cambridgeshire PE2 6SN  
9 Lancaster Street Thurnscoe Rotherham South Yorkshire S63 0DZ  
Flat 4, 2 Esplanade Gardens Scarborough North Yorkshire YO11 2AW  
10 Gladstone Street Brotton Saltburn-by-the-Sea North Yorkshire TS12 2TU  
148 Carterhatch Road Enfield London EN3 5LX  
30 Thomas Street West Halifax West Yorkshire HX1 3HF  
155 Warmsworth Road Doncaster South Yorkshire DN4 0TN  
43 Cool Oak Lane London Greater London NW9 7BH  
Charlyn Penbeagle Way St. Ives Cornwall TR26 2EY  
208d London Road Croydon London CR0 2TE  
46 Pine Road London London NW2 6SA  
79 Queen Mary's House Holford Way Putney London , SW15 5DU  
39 Tweedy Road Bromley London BR1 3PR  
The Panorama 202 Park Street Ashford Kent TN24 8FA  
Down Cottage Collington Lane East Bexhill-on-Sea East Sussex TN39 3RJ  
Delta Phoenix Parkdean White Acres Whitecross Newquay TR8 4LW  
7 Varley Terrace Liskeard Cornwall Cornwall PL14 4AN  
20 Cleveland Park Staines-upon-Thames Surrey TW19 7LX  
15 St. Davids Avenue Bexhill-on-Sea East Sussex TN40 2BE  
Brook Lodge The Nap Oakley Aylesbury Buckinghamshire HP18 9PW  
88 Hibernia Road Hounslow London TW3 3RN  
Flat 10 Willow Court Springwell Lane Rickmansworth London WD3 8UZ  
Flat 3, 38 Peckham High Street London , SE15 5DP  
6 Limefield Blackburn Lancashire BB2 6BS  
41 Middleton Street Beeston Nottingham Nottinghamshire NG9 1BB  
12 St. Michaels Close Newcastle upon Tyne Tyne and Wear NE4 6AF

### | Starting Bid

**£135,000**  
**£40,000**  
**£200,000**  
**£55,000**  
**£95,000**  
**£85,000**  
**£480,000**  
**£50,000**  
**£65,000**  
**£695,000**  
**£275,000**  
**£163,000**  
**£850,000**  
**£285,000**  
**£950,000**  
**£155,000**  
**£440,000**  
**£18,000**  
**£265,000**  
**£170,000**  
**£415,000**  
**£1,200,000**  
**£200,000**  
**£300,000**  
**£240,000**  
**£140,000**  
**£290,000**  
**£179,950**

## Let's talk auction...

## Proxy Form for Conditional & Unconditional Reservation Fee Lots

### Please Select Method of Bidding:

Proxy: ☐ Telephone: ☐

I instruct Pattinson's to bid on my behalf in accordance with the terms and conditions printed within the Pattinson Auction catalogue and I understand that should my bid be successful I will be bound by those terms.

Under the conditional auction I will pay a non refundable reservation fee of 6% including VAT subject to a minimum of £6,000 including VAT (*The 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 for 1 working day following the close of the auction. If successful I will pay any monies due as agreed in the terms and conditions within 1 working day by way of cleared funds to the auctioneer. I have also read and understood the contents of the legal pack and agree to any special conditions within the pack.

Date of auction: ..... Lot Number: .....

The property is offered in the:

Conditional Auction: ☐ Unconditional Auction: ☐

Address of Lot:

.....

Post Code:.....

Maximum Bid: £.....

Maximum Bid in Words:

.....

If successful and paying by credit or debit card the buyer must be contactable on the night of the auction with sufficient funds available in the account. Alternatively cleared funds may be banked with Keith Pattinson prior to the auction which would be refunded the day after the auction if unsuccessful.

### Card Details:

Cardholder Name: .....

Card Issuer: Visa: ☐ Mastercard: ☐ Maestro: ☐  
Switch: ☐ Visa Delta: ☐ Solo: ☐

### Buyers Details:

Full Name(s): .....

Company Name: .....

Date of Birth: .....

Address: .....

.....

Post Code:.....

Mobile Number:.....

Telephone Number: .....

Email Address:.....

Solicitors Name: .....

Solicitors Address: .....

.....

.....

Post Code:.....

Telephone Number: .....

Signed: ..... Date: ..... X

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 GDPR Privacy Notice](#) found on our website [pattinsonauctions.co.uk](http://pattinsonauctions.co.uk). In compliance with Anti Money Laundering Regulations an Equifax search will be carried out to verify your identity and proof of residency. This does not affect your credit file.

Signed: ..... Date: .....

on behalf of Keith Pattinson Ltd

Card Number: .....

Start Date: ..... Expiry Date: .....

Issue Number\*: ..... Security Code: .....

**TO BE SHREDDED AFTER USE**



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## Proxy Form for Conditional & Unconditional Lots

### Please Select Method of Bidding:

Proxy: ☐ Telephone: ☐

I instruct Pattinson's to bid on my behalf in accordance with the terms and conditions printed within the Pattinson Auction catalogue and I understand that should my bid be successful I will be bound by those terms.

Under the conditional auction I will pay a £3,600 non refundable deposit and exchange contracts within 28 days (*if the buyer defaults in anyway and the sale fails to complete the buyer will forfeit the deposit*) and under the unconditional auction will pay a 10% subject to a minimum of £3,600 deposit 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 for 1 working day following the close of the auction. If successful I will pay any monies due as agreed in the terms and conditions within 1 working day by way of cleared funds to the auctioneer. I have also read and understood the contents of the legal pack and agree to any special conditions within the pack.

Date of auction: ..... Lot Number: .....

The property is offered in the:

Conditional Auction: ☐ Unconditional Auction: ☐

Address of Lot:

.....  
.....

Post Code: .....

Maximum Bid: £ .....

Maximum Bid in Words:

.....  
.....

If successful and paying by credit or debit card the buyer must be contactable on the night of the auction with sufficient funds available in the account. Alternatively cleared funds may be banked with Keith Pattinson prior to the auction which would be refunded the day after the auction if unsuccessful. I also authorize the payment of an administration fee of £780 including VAT payable to Keith Pattinson Ltd.

.....

### Card Details:

Cardholder Name: .....

Card Issuer: Visa: ☐ Mastercard: ☐ Maestro: ☐  
Switch: ☐ Visa Delta: ☐ Solo: ☐

### Buyers Details:

Full Name(s): .....

Company Name: .....

Date of Birth: .....

Address: .....

.....

.....

Post Code: .....

Mobile Number: .....

Telephone Number: .....

Email Address: .....

Solicitors Name: .....

Solicitors Address: .....

.....

.....

Post Code: .....

Telephone Number: .....

Signed: ..... Date: ..... X

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 GDPR Privacy Notice](#) found on our website [pattinsonauctions.co.uk](http://pattinsonauctions.co.uk). In compliance with Anti Money Laundering Regulations an Equifax search will be carried out to verify your identity and proof of residency. This does not affect your credit file.

Signed: ..... Date: .....

on behalf of Keith Pattinson Ltd

.....

Card Number: .....

Start Date: ..... Expiry Date: .....

Issue Number\*: ..... Security Code: .....

**TO BE SHREDDED AFTER USE**

Let's talk auction...

## 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 meanings:

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

**Addendum** an amendment or addition to the **conditions** or to the particulars or to both whether contained in a supplement to the catalogue, a written notice from the auctioneers or an oral announcement at the auction

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

**Agreed completion date** subject to **condition G9.3**:

(a) the date specified in the **special conditions**, or

(b) if no date is specified, 20 business days after the **contract date**

but if that date is not a **business day** the first subsequent **business day**

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

**Arrears** arrears of rent and other sums due under the **tenancies** but unpaid on the **actual completion date**

**Arrears schedule** the arrears schedule (if any) forming part of the **special conditions**.

**Auction** the auction advertised in the **catalogue**

**Auction conduct conditions** the conditions so headed, including any extra auction conduct conditions.

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

**Auctioneers** the auctioneers at the **auction**

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

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

**Catalogue** the catalogue to which the **conditions** refer including any supplement to it

**Completion** unless otherwise agreed between the **seller** and **buyer** (or their conveyancer's) the occasion when both **buyer** and **seller** have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.

**Condition** one of the **auction conduct conditions** or **sales conditions**.

**Contract** the contract by which the **seller** agrees to sell and the **buyer** agrees to buy the lot

**Contract date** the date of the **auction** or, if the **lot** is not sold at the **auction**:

(a) the date of the **sale memorandum** signed by both

the **seller** and **buyer** or

(b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

**Documents** documents of title (including, if title is registered, the entries on the register and the title plan) and other documents listed or referred to in the **special conditions** relating to the **lot**

**Financial charge** a charge to secure a loan or other financial indebtedness (not including a rent charge).

**General conditions** that part of the **sale conditions** so headed, including any extra general conditions.

**Interest rate** if not specified in the **special conditions**, 4% above the base rate from time to time of Barclays Bank plc. (The **interest rate** will also apply to judgment debts, if applicable)

**Lot** each separate property described in the **catalogue** or (as the case may be) the property that the **seller** has agreed to sell and the **buyer** to buy (including chattels, if any).

**Old arrears** **Arrears** due under any of the **tenancies** that are not 'new tenancies' as defined by the Landlord and Tenant (Covenants) Act 1995

**Particulars** the section of the **catalogue** that contains descriptions of each lot (as varied by any **addendum**).

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

**Price** the price that the **buyer** agrees to pay for the **lot**

**Ready to complete** ready, willing and able to complete:

if **completion** would enable the **seller** to discharge all financial charges secured on the **lot** that have to be discharged by **completion**, then those outstanding financial charges do not prevent the seller from being **ready to complete**

**Sale conditions** the **general conditions** as varied by any **special conditions** or addendum.

**Sale memorandum** the form so headed (whether or not set out in the catalogue) in which the terms of the contract for the sale of the **lot** are recorded

**Seller** the person selling the lot. If two or more are jointly the **seller** their obligations can be enforced against them jointly or against each of them separately.

**Special conditions** those of the sale conditions so headed that relate to the **lot**

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

**Tenancy schedule** the tenancy schedule (if any) forming part of the **special conditions**

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

**TUPE** the Transfer of Undertakings (Protection of Employment) Regulations 2006

**VAT** value Added Tax or other tax of a similar nature

**VAT option** an option to tax

**We (and us and our)** the auctioneers

**You (and your)** someone who has a copy of the **catalogue** or who attends or bids at the auction, whether or not a **buyer**

## AUCTION CONDUCT CONDITIONS

### A1 Introduction

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

A1.2 The **catalogue** is issued only on the basis that you accept these **auction conditions**. They govern **our** relationship with **you** and cannot be disapplied or varied by the **sale conditions** (even by a condition purporting to replace the whole of the **Common Auction Conditions**). They can only be varied if **we** agree.

### A2 Our role

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

- (a) Prepare the **catalogue** from information supplied by or on behalf of each **seller**
- (b) Offer each **lot** for sale;
- (c) Sell each **lot**;
- (d) Receive and hold deposits;
- (e) Sign each **sale memorandum**; and
- (f) Treat a contract as repudiated if the **buyer** fails to sign a **sale memorandum** or pay a deposit as required by these **auction conduct conditions**.

A2.2 **Our** decision on the conduct of the **auction** is final.

A2.3 **We** may cancel the **auction**, or alter the order in which **lots** are offered for sale. **We** may also combine or divide lots. A lot may be sold or withdrawn from sale prior to the auction.

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

### A3 Bidding and reserve prices

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

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

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

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

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

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

### A4 The particulars and other information

A4.1 **We** have taken reasonable care to prepare **particulars** that correctly describe each **lot**. However the particulars are based on information supplied by or on behalf of the **seller**. **You** need to check that the information in the **particulars** are correct.

A4.2 If the **special conditions** do not contain a description of the **lot** or simply refer to the relevant **lot** number, **you** take the risk that the description contained in the **particulars** is incomplete or inaccurate, as the **particulars** have not been prepared by a conveyancer and are not intended to form part of a legal contract.

A4.3 The **particulars** and **sale conditions** may change prior to the **auction** and it is **your** responsibility to check that **you** have the correct versions.

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

### A5 The contract

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

A5.2 You are obliged to buy the **lot** on the terms of the **sale memorandum** at the price you bid plus **VAT** (if applicable).

A5.3 **You** must before leaving the auction:

- (a) provide all information **we** reasonably need from **you** to enable **us** to complete the **sale memorandum** (including proof of your identity if required by **us**);
- (b) sign the completed **sale memorandum**; and
- (c) pay the deposit

A5.4 If you do not **we** may either:

- (a) as agent for the **seller** treat that failure as **your** repudiation of the **contract** and offer the **lot** for sale again: the **seller** may then have a claim against **you** for breach of contract; or
- (b) sign the **sale memorandum** on **your** behalf

A5.5 The deposit:

- (a) is to be held as stakeholder where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**; but otherwise to be held as stated in the **sale conditions**; and
- (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to **us** on an approved financial institution. The **extra auction conduct conditions** may state if we accept any other form of payment.

A5.6 We may retain the **sale memorandum** signed by or on behalf of the **seller** until the deposit has been received in cleared funds.

A5.7 If the **buyer** does not comply with its obligations under the **contract** then:

- (a) **You** are personally liable to buy the **lot** even if you are acting as an agent; and
- (b) **You** must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyers** default

A5.8 Where the **buyer** is a company you warrant that the **buyer** is properly constituted and able to buy the **lot**

### A6 Extra Auction Conduct Conditions

A6.1 Despite any **special conditions** to the contrary the minimum deposit we accept is £3,000 (or the total price, if less). A **special condition** may, however, require a higher minimum deposit.

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



## General Conditions of Sale

### GENERAL CONDITIONS OF SALE

Words in bold type have special meanings, which are defined in the Glossary

The general conditions (including any extra general conditions) apply to the contract except to the extent that they are varied by special conditions or by an addendum.

#### G1. The lot

G1.1 The lot (including any rights to be granted or reserved and any exclusions from it) is described in the special conditions or if not so described the lot is that referred to in the sale memorandum.

G1.2 The lot is sold subject to any tenancies, disclosed by the special conditions, but otherwise with vacant possession on completion

G1.3 The lot is sold subject to all matters contained or referred to in the documents but excluding any financial charges: these the seller must discharge on or before completion.

G1.4 The lot is sold subject to such of the following as may affect it, whether they arise before or after the contract date and whether or not they are disclosed by the seller or are apparent from inspection of the lot or from the documents :

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

G1.5 Where anything subject to which the lot is sold would expose the seller to liability the buyer is to comply with it and indemnify the seller against that liability.

G1.6 The seller must notify the buyer of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the contract date but the buyer is to comply with them and keep the seller indemnified

G1.7 The lot does not include any tenants or trade fixtures or fittings.

G1.8 Where chattels are included in the lot the buyer takes them as they are at completion and the seller is not liable if they are not fit for use.

G1.9 The buyer buys with full knowledge of:

- (a) the documents whether or not the buyer has read them
- (b) the physical condition of the lot and what could reasonably be discovered on inspection of it, whether or not the buyer has inspected it.

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

#### G2. Deposit

G2.1 The amount of the deposit is the greater of:

- (a) any minimum deposit stated in the auction conduct conditions (or the total price, if this is less than that minimum), and

- (b) 10% of the price (exclusive of VAT on the price)

G2.2 The deposit:

- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an approved financial institution (or by any other means of payment that the auctioneers may accept); and
- (b) is to be held as stakeholder unless the auction conduct conditions provide that it is to be held as agent for the seller.

G2.3 Where the auctioneers hold the deposit as stakeholder they are authorised to release it (and any interest on it if applicable) to the seller on completion or, if completion does not take place, to the person entitled to it under the sale conditions.

G2.4 If a cheque for all or part of the deposit is not cleared on the first presentation the seller may treat the contract as at an end and bring a claim against the buyer for breach of contract.

G2.5 Interest earned on the deposit belongs to the seller unless the sale conditions provide otherwise.

#### G3. Between contract and completion

G3.1 Unless the special conditions state otherwise, the seller is to insure the lot from and including the contract date to completion and:

- (a) produce to the buyer on request all relevant insurance details;
- (b) pay the premiums when due;
- (c) if the buyer so requests and pays any additional premium, use reasonable endeavors to increase the sum insured or make other changes to the policy
- (d) at the request of the buyer, use reasonable endeavors to have the buyer's interest noted on the policy if it does not cover a contracting purchaser
- (e) unless otherwise agreed, cancel the insurance at completion, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the buyer; and
- (f) (subject to the rights of any tenant or other third party) hold on trust for the buyer any insurance payments that the seller receives in respect of loss or damage arising after the contract date or assign to the buyer the benefit of any claim;

and the buyer must on completion re-imburse to the seller the cost of that insurance (to the extent not already paid by the buyer or a tenant or other third party) for the period from and including the contract date to completion.

G3.2 No damage to or destruction of the lot nor any deterioration in its condition however caused, entitles the buyer to any reduction in price or to delay completion, or to refuse to complete.

G3.3 Section 47 of the Law of Property Act 1925 does not apply.

G3.5 Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion.

#### G4. Title and identity

G4.1 Unless condition G4.2 applies, the buyer accepts the title of the seller to the lot as at the contract date and may raise no requisition or objection except in relation to any matter that occurs after the contract date.

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

(a) the buyer may raise no requisition on or objections to any of the documents that is made available before the auction.

(b) if the lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and where noted on the register of all documents subject to which the lot is being sold.

(c) if the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than 15 years old) and must produce to the buyer the original or an examined copy of every relevant document.

(d) if title is in the course of registration, title is to consist of certified copies of

(i) the application for registration of title made to the Land Registry;

(ii) the documents accompanying that application;

(iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and

(iv) a letter under which the seller or it's conveyancer agrees to use all reasonable endeavors to answer any requisitions raised by the land registry and to instruct the land registry to send the completed buyers registration documents to the buyer.

(e) The buyer has no right to object to or make requisitions on any title information more than seven business days after that information has been given to the buyer.

G4.3 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):

(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the buyer; and

(b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenants obligation relating to the state or condition of the lot where the lot is leasehold property.

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

G4.5 The seller does not have to produce, nor may the buyer object to or make a requisition in relation to, any prior or superior title even if it is referred to in the documents.

G4.6 The seller (and if relevant, the buyer) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the conditions apply.

## **G5. Transfer**

G5.1 Unless a form of transfer is prescribed by the special conditions;

(a) the buyer must supply a draft transfer to the seller at least ten business days before the agreed completion date and the engrossment (signed as a deed by the buyer if condition 5.2 applies) five business days before that date or (if later) two business days after the draft has been approved by the seller; and

(b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer.

G5.2 If the seller remains liable in any respect in relation to the lot (or a tenancy) following completion the buyer is specifically to covenant in the transfer to indemnify the seller against that

liability.

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

## **G6. Completion**

G6.1 Completion is to take place at the offices of the seller's conveyancer, or where the seller may reasonably require, on the agreed completion date. The seller can only be required to complete on a business day and between the hours of 0930 and 1700.

G6.2 The amount payable on completion is the balance of the price adjusted to take account of apportionments plus (if applicable) VAT and interest.

G6.3 Payment is to be made in pounds sterling and only by:

(a) direct transfer to the seller's conveyancer's client account and

(b) the release of any deposit held by a stakeholder.

G6.4 Unless the seller and the buyer otherwise agree, completion cannot take place until both have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.

G6.5 If completion takes place after 1400 hours for a reason other than the seller's default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next business day.

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

## **G7. Notice to complete**

G7.1 The seller or the buyer may on or after the agreed completion date but before completion give the other notice to complete within 10 business days (excluding the date on which the notice is given) making time of the essence.

G7.2 The person giving the notice must be ready to complete.

G7.3 If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has,

(a) terminate the contract

(b) claim the deposit and any interest on it if held by a stakeholder

(c) forfeit the deposit and any interest on it

(d) resell the lot and

(e) claim damages from the buyer.

G7.4 If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has,

(a) terminate the contract and

(b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.

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

If the contract is lawfully brought to an end:

(a) the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and

(b) the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the seller is entitled to forfeit the deposit under condition G7.3.

## **G9. Landlord's licence**

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

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

## General Conditions of Sale

requires.

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

G9.4 The seller must:

- (a) use all reasonable endeavours to obtain the licence at the seller's expense; and
- (b) enter into any authorised guarantee agreement properly required.

G9.5 The buyer must:

- (a) promptly provide references and other relevant information; and

- (b) comply with the landlord's lawful requirements

G9.6 If within three months of the contract date (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition G9) by notice to the other terminate the contract at any time before licence is obtained.

That termination is without prejudice to the claims of either seller or buyer for breach of this condition G9.

### **G10. Interest and apportionments**

G10.1 If the actual completion date is after the agreed completion date for any reason other than the seller's default the buyer must pay interest at the interest rate on the price (less any deposit paid) from the agreed completion date up to and including the actual completion date.

G10.2 Subject to condition G11, the seller is not obliged to apportion or account for any sum at completion unless the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds.

G10.3 Income and outgoings are to be apportioned at actual completion date unless:

- (a) the buyer is liable to pay interest and
- (b) the seller has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer.

In which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.

G10.4 Apportionments are to be calculated on the basis that:

- (a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made
- (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates
- (c) where the amount to be apportioned is not known at completion apportionment is to be made by reference to a reasonable estimate and further payment is to be made by seller or buyer as appropriate within five business days of the date when the amount is known.

### **G11. Arrears**

#### ***Part 1 Current Rent***

G11.1 "Current Rent" means, in respect of each of the tenancies subject to which the lot is sold, the installment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding completion.

G11.2 If on completion there are any arrears of current rent the buyer must pay them, whether or not details of those arrears are given in the special conditions.

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

arrears of current rent.

#### ***Part 2 Buyer to pay for arrears***

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

G11.5 The buyer is on completion to pay, in addition to any other money then due, an amount equal to all arrears of which details are set out in the special conditions.

G11.6 If those arrears are not old arrears the seller is to assign to the buyer all rights that the seller has to recover those arrears.

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

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

- (a) so state; or
- (b) give no details of any arrears.

G11.8 While any arrears due to the seller remain unpaid the buyer must:

- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy.
- (b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment);
- (c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require
- (d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order
- (e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and
- (f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to this condition G11.

G11.9 Where the seller has the right to recover arrears it must not without the buyer's written consent bring insolvency proceedings against a tenant or seek the removal of goods from the lot.

### **G12. Management**

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

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

G12.3 The seller must consult the buyer on all management issues that would affect the buyer after completion, (such as but not limited to an, application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a tenancy; or a new tenancy or agreement to grant a new tenancy) and:

- (a) the seller must comply with the buyer's reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the seller to a liability that the seller would not otherwise have, in which case the seller may act reasonably in such a way as to avoid that liability;
- (b) if the seller gives the buyer notice of the seller's intended act and the buyer does not object within five business days giving reasons for the objection the seller may act as the seller intends; and
- (c) the buyer is to indemnify the seller against all loss or liability



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

### **G13. Rent deposits**

G13.1 This condition G13 applies where the seller is holding or otherwise entitled to money by way of rent deposit in respect of a tenancy. In this condition G13 'rent deposit deed' means the deed or other document under which the rent deposit is held.

G13.2 If the rent deposit is not assignable the seller must on completion hold the rent deposit on trust for the buyer and, subject to the terms of the rent deposit deed, comply at the cost of the buyer with the buyer's lawful instructions.

G13.3 Otherwise the seller must on completion pay and assign its interest in the rent deposit to the buyer under an assignment in which the buyer covenants with the seller to:

- (a) observe and perform the seller's covenants and conditions in the rent deposit deed and indemnify the seller in respect of any breach;
- (b) give notice of assignment to the tenant; and
- (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

### **G14. VAT**

G14.1 Where a sale condition requires money to be paid the payer must also pay any VAT that is chargeable on that money, but only if given a valid VAT invoice.

G14.2 Where the special conditions state that no VAT option has been made the seller confirms that none has been made by it or by any company in the same VAT group nor will be prior to completion.

### **G15. Transfer as a going concern**

G15.1 Where the special conditions so state:

- (a) the seller and the buyer intend, and will take all practical steps (short of an appeal) to procure, that the sale to be treated as a transfer of a going concern; and
- (b) this condition G15 applies.

G15.2 The seller confirms that the seller

- (a) is registered for VAT, either in the seller's name or as a member of the same VAT group; and
- (b) has (unless the sale is a standard-rated supply) made in relation to the lot a VAT option that remains valid and will not be revoked before completion.

G15.3 The buyer confirms that:

- (a) it is registered for VAT, either in the buyer's name or as a member of a VAT group
- (b) it has made, or will make before completion, a VAT option in relation to the lot and will not revoke it before or within three months after completion;
- (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
- (d) it is not buying the lot as a nominee for another person.

G15.4 The buyer must give to the seller as early as possible before the agreed completion date evidence:

- (a) of the buyer's VAT registration
- (b) that the buyer has made a VAT option
- (c) that a VAT option has been notified in writing to HM Revenue and Customs

And if it does not produce the relevant evidence at least two business days before the agreed completion date, condition G14.1 applies at completion.

G15.5 The buyer confirms that after completion the buyer intends to:

- (a) retain and manage the lot for the buyer's own benefit as a

continuing business as a going concern subject to and with the benefit of the tenancies, and

- (b) collect the rents payable under the tenancies, and charge VAT on them

G15.6 If, after completion, it is found that the sale of the lot is not a transfer of a going concern then:

- (a) the seller's conveyancer is to notify the buyer's conveyancer of that finding and provide a VAT invoice in respect of the sale of the lot;
- (b) the buyer must within five business days of receipt of the VAT invoice pay to the seller the VAT due; and
- (c) if VAT is payable because the buyer has not complied with this condition G15, the buyer must pay and indemnify the seller against all costs, interest, penalties or surcharges that the seller incurs as a result.

### **G16. Capital allowances**

G16.1 This condition G16 applies where the special conditions state that there are capital allowances available in respect of the lot.

G16.2 The seller is promptly to supply to the buyer all information reasonably required by the buyer in connection with the buyer's claim for capital allowances.

G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the special conditions.

G16.4 The seller and buyer agree:

- (a) to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition G16, and
- (b) to submit the value specified in the special conditions to HM Revenue and Customs for the purposes of their respective capital allowance computations.

### **G17. Maintenance agreements**

G17.1 The seller agrees to use reasonable endeavours to transfer to the buyer, at the buyer's cost, the benefit of the maintenance agreements specified in the special conditions.

G17.2 The buyer must assume, and indemnify the seller in respect of, all liability under such contracts from the actual completion date.

### **G18. Landlord and Tenant Act 1987**

G18.1 This condition G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.

G18.2 The seller warrants that the seller has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

### **G19. Sale by practitioner**

G19.1 This condition G19 applies where the sale is by a practitioner either as a seller or as agent of the seller.

G19.2 The practitioner has been duly appointed and is empowered to sell the lot.

G19.3 Neither the practitioner nor the firm or any member of the firm to which the practitioner belongs has any personal liability in connection with the sale or the performance of the seller's obligations. The transfer is to include a declaration excluding that personal liability.

G19.4 The lot is sold:

- (a) in its condition at completion
- (b) for such title as the seller may have and
- (c) with no title guarantee;

## General Conditions of Sale

and the buyer has no right to rescind the contract or any other remedy if information provided about the lot is inaccurate, incomplete or missing.

G19.5 Where relevant:

(a) the documents must include certified copies of those under which the practitioner is appointed, the document of appointment and the practitioner's acceptance of appointment; and

(b) the seller may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The buyer understands this condition G19 and agrees that it is fair in the circumstances of a sale by a practitioner.

### **G20. TUPE**

G20.1 Unless the special conditions state "There are no employees to which TUPE applies", this is a warranty by the seller to this effect.

G20.2 If the special conditions do not state "There are no employees to which TUPE applies" the following paragraphs apply:

(a) the seller must notify the buyer of those employees whose contracts of employment will transfer to the buyer on completion (the "Transferring Employees"). This notification must be given to the buyer not less than 14 days before completion

(b) The buyer confirms that it will comply with its obligations under TUPE and any special conditions in respect of the Transferring Employees.

(c) The buyer and the seller acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the seller will transfer to the buyer on completion

(d) the buyer is to keep the seller indemnified against all liability for the Transferring Employees after completion.

### **G21. Environmental**

G21.1 This condition G21 only applies where the special conditions so provide.

G21.2 The seller has made available such reports as the seller has as to the environmental condition of the lot and has given the buyer the opportunity to carry out investigations (whether or not the buyer has read those reports or carried out any investigation) and the buyer admits that the price takes into account the environmental condition of the lot.

G21.3 The buyer agrees to indemnify the seller in respect of all liability for or resulting from the environmental condition of the lot.

### **G22. Service charge**

G22.1 This condition G22 applies where the lot is sold subject to tenancies that include service charge provisions.

G22.2 No apportionment is to be made at completion in respect of service charges.

G22.3 Within two months after completion the seller must provide to the buyer a detailed service charge account for the service charge year current on completion showing:

- (a) service charge expenditure attributable to each tenancy;
- (b) payments on account of service charge received from each tenant;
- (c) any amounts due from a tenant that have not been received;
- (d) any service charge expenditure that is not attributable to any tenancy and is for that reason irrecoverable.

G22.4 In respect of each tenancy, if the service charge account shows that:

(a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the seller must pay to the buyer an amount equal to the excess when it provides the service charge account;

(b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the buyer must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the seller within five business days of receipt in cleared funds; but in respect of payments on account that are still due from a tenant condition G11 (arrears) applies.

G22.5 In respect of service charge expenditure that is not attributable to any tenancy the seller must pay the expenditure incurred in respect of the period before actual completion date and the buyer must pay the expenditure incurred in respect of the period after actual completion date. Any necessary monetary adjustment is to be made within five business days of the seller providing the service charge account to the buyer.

G22.6 If the seller holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:

(a) the seller must pay it (including any interest earned on it) to the buyer on completion; and

(b) the buyer must covenant with the seller to hold it in accordance with the terms of the tenancies and to indemnify the seller if it does not do so.

### **G23. Rent reviews**

G23.1 This condition G23 applies where the lot is sold subject to a tenancy under which a rent review due on or before the actual completion date has not been agreed or determined.

G23.2 The seller may continue negotiations or rent review proceedings up to the actual completion date but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the buyer, such consent not to be unreasonably withheld or delayed.

G23.3 Following completion the buyer must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the seller, such consent not to be unreasonably withheld or delayed.

G23.4 The seller must promptly:

(a) give to the buyer full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and

(b) use all reasonable endeavours to substitute the buyer for the seller in any rent review proceedings.

G23.5 The seller and the buyer are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.

G23.6 When the rent review has been agreed or determined the buyer must account to the seller for any increased rent and interest recovered from the tenant which relates to the seller's period of ownership within five business days of receipt of cleared funds.

G23.7 If a rent review is agreed or determined before completion but the increased rent and any interest recoverable from the tenant has not been received by completion the increased rent and any interest recoverable is to be treated as arrears.

G23.8 The seller and the buyer are to bear their own costs in relation to rent review negotiations and proceedings.

#### **G24. Tenancy renewals**

G24.1 This condition G24 applies where the tenant under a tenancy has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.

G24.2 Where practicable, without exposing the seller to liability or penalty, the seller must not without the written consent of the buyer (which the buyer must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.

G24.3 If the seller receives a notice the seller must send a copy to the buyer within five business days and act as the buyer reasonably directs in relation to it.

G24.4 Following completion the buyer must:

- (a) with the co-operation of the seller take immediate steps to substitute itself as a party to any proceedings
- (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the tenancy and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
- (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed tenancy) account to the seller for the part of that increase that relates to the seller's period of ownership of the lot within five Business days of receipt of cleared funds.

G24.5 The seller and the buyer are to bear their own costs in relation to the renewal of the tenancy and any proceedings relating to this.

#### **G25. Warranties**

G25.1 Available warranties are listed in the special conditions.

G25.2 Where a warranty is assignable the seller must:

- (a) on completion assign it to the buyer and give notice of assignment to the person who gave the warranty
- (b) apply for (and the seller and the buyer must use all reasonable endeavors to obtain) any consent to assign that is required. If consent has not been obtained by completion the warranty must be assigned within five Business days after the consent has been obtained.

G25.3 If a warranty is not assignable the seller must after completion:

- (a) hold the warranty on trust for the buyer; and
- (b) at the buyer's cost comply with such of the lawful instructions of the buyer in relation to the warranty as do not place the seller in breach of its terms or expose the seller to any liability or penalty.

#### **G26. No assignment**

The buyer must not assign, mortgage or otherwise transfer or part with the whole or any part of the buyer's interest under this contract.

#### **G27. Registration at the Land Registry**

G27.1 This condition G27.1 applies where the lot is leasehold and its sale either triggers first registration or is a registrable disposition. The buyer must as its own expense and as soon as practical:

- (a) procure that it becomes registered at Land Registry as proprietor of the lot;
- (b) procure that all rights granted and reserved by the lease under which the lot is held are properly noted against the effected titles; and
- (c) provide the seller with an official copy of the register relating

to such lease showing itself registered as proprietor.

G27.2 This condition G27.2 applies where the lot comprises part of a registered title. The buyer must at its own expense and as soon as practical;

- (a) apply for registration of the transfer;
- (b) provide the seller with an official copy and title plan for the buyers new title; and
- (c) join in any representations the seller may properly make to Land Registry relating to the application

#### **G28 Notices and other communications**

G28.1 All communications, including notices, must be in writing. Communication to or by the seller or the buyer may be given to or by their conveyancers.

G27.2 A communication may be relied on if:

- (a) delivered by hand
- (b) make electronically and personally acknowledged (automatic acknowledgement does not count); or
- (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the sale memorandum) by a postal service that offers normally to deliver mail the next following business day.

G28.3 A communication is to be treated as received:

- (a) when delivered, if delivered by hand; or
- (b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a business day a communication is to be treated as received on the next business day.

G28.4 A communication sent by a postal service that offers normally to deliver mail the next following business day will be treated as received on the second business day after it has been posted.

#### **G29. Contracts (Rights of Third Parties) Act 1999**

No one is intended to have any benefit under the contract pursuant to the Contract (Rights of Third Parties) Act 1999.

#### **G30 Extra General Conditions**

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

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

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

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

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



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