

Preston Marriott Hotel Broughton, Preston PR3 5JB

1pm - Registration

North West Auction: Wednesday 18th December



Auction Catalogue

North West December 2019

In this issue...



2019 in Numbers



Why Auction?



Success Stories



Featured Properties



Online Auction -

Properties still available

Chapel Street, Preston, PR1 8BU



















2019 in Numbers...

Total Property Value Exchanged....

OVER £3.8 Billion

Total Properties Exchanged....

OVER 36,000

Active Partner Agent Branches...

OVER 1,500

Success Rate...

76%





Why Auction?





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.



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.



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.





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

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



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



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





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



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







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

Plymouth Road, Blackpool, Lancashire, FY3 7JS



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



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



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

Let's talk property...

North West Auction Wednesday 18th December 2019

North West Auction Index...

Lot Address	Starting Bid	Lot Address	Starting Bid
9 Alexandra Mews, Manley Road, Manchester, M16 8RW	£125,000	8 Holcroft Drive, Cuddington, Northwich, Cheshire, CW8 2BS	£286,400
45 Apple Tree Cottage High Street, Hindon, Salisbury, SP3 6DR	£325,000	4 Junction Road, Andover, SP10 3QU	£150,000
31 Bankes Avenue, Orrell, Wigan, WN5 8HU	£105,000	23 Lansdown Hill, Fulwood, Preston, PR2 3UX	£157,000
29 Basset Road, Camborne, Cornwall, TR14 8SH	£140,000	46 Lidget Street, Lindley, Huddersfield, HD3 3JR	£100,000
44 Bingley Road, Bradford, BD9 6HH	£145,000	25 Marlton Road, Blackburn, BB2 3LX	£63,000
19 Bond Street, Blackpool, FY4 1BQ	£68,000	5 Montgomery Annexe, Demesne Road, Manchester, M16 8PH	£3,400
41 Bonds Lane, Garstang, Preston, PR3 1ZB	£140,000	6 Moorbridge Lane, Stapleford, Nottingham, NG9 8GT	£105,000
2 Bracken Avenue, Croydon, London, CRO 8NN	£220,000	18 Neville Grove, Swillington, Leeds, LS26 8QP	£65,000
13 Byron House Byron Street, Oldham, OL8 4QU	£55,000	22 Penbeagle Way, St. Ives, Cornwall, TR26 2EY	£275,000
15 Byron House Byron Street, Oldham, OL8 4QU	£55,000	21 Prince Edwin Street, Liverpool, L5 3AA	£35,000
33 Chapel Grove, Addlestone, Surrey, KT15 1UG	£310,000	39 Royce Road, Manchester, M15 5JQ	£110,000
43 Chorley Old Road, Bolton, BL1 5SE	£118,000	36 Sherbrooke Avenue, Wilnecote, Tamworth, B77 5EJ	£150,000
35 Clee Crescent, Grimsby, Lincolnshire, DN32 8LZ	£70,000	11 Silverlea Avenue, Wallasey, Merseyside, CH45 4QU	£70,000
34 Corryhabbie Cottage Glenrinnes, Keith, Baffshire, AB55 4BZ	£130,000	24 The Olde Stores, Rear of Gabriels Hill, Maidstone, Kent, ME15 6JG	£80,000
17 Deansway, Widnes, Cheshire, WA8 8QN	£50,000	16 Town Wall Mews, Great Yarmouth, Norfolk, NR30 1DS	£35,000
40 Eastfield Road, Southsea, PO4 9EW	£170,000	42 Walden Road, Portsmouth, PO2 8PJ	£145,000
1 Fair Hope Court, Blackburn, BB2 6HX	£55,000	12 Waterloo Road, Mablethorpe, Lincolnshire, LN12 1JX	£105,000
20 Freehold Street, Hull, East Riding of Yorkshire, HU3 1RD	£50,000	26 Wessex Court, South East Road, Southampton, SO19 8PL	£90,000
14 Hainton Avenue, Grimsby, Lincolnshire, DN32 9LX	£35,000	10 West End Canonstown, Hayle, Cornwall, TR27 6NB	£140,000
30 Hampshire Street, Fratton, Portsmouth, PO1 5LQ	£150,000	7 Westwood Avenue, Blackpool, FY3 9DW	£75,000
28 Harbour Towers Trinity Green, Gosport, PO12 1HE	£125,000	3 Whitehead Street, Blackburn, BB2 1HP	£65,000
38 High Street, Warsop, Mansfield, NG20 OAG	£60,000	37 Witts Hill, Midanbury, Southampton, SO18 4QH	£120,000
32 Hill Lane, Southampton, SO15 5DD	£50,000	27 York Street, Blackpool, FY1 5AQ	£45,000







Chapel Street, Preston, PR1 8BU

- HMO Opportunity
- Six Bedrooms
- Three En Suites
- Currently Unoccupied

SOLD IN FIRST AUCTION CYCLE!

Sold at Auction for £220,000

Starting Bid was £198,000







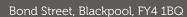
- Studio Flat
- Wifi, Safety Deposit, USB Charging Points
- TV Access points, Post Box, Bike Storage
- Manned 24 Hour Security

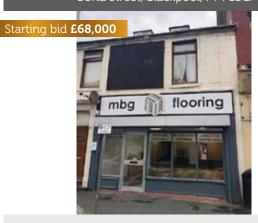


- Ground Floor Flat
- Two Bedrooms
- Separate Garage
- Communal Gardens



- Semi Detached House
- Three Bedrooms
- Front & Rear Gardens & Single Garage
- Easy Access To Blackpool Town Centre





- Two storey, four floor property
- A1 retail space to ground floor
- Extra storage space to basement
- Tenanted 4 bed maisonette above





North West Auction

18th December 2019

1pm Registration - 1:30pm Start

Preston Marriott Hotel. Garstang Road, Broughton, Preston. PR3 5JB

















Fair Hope Court, Blackburn, BB2 6HX

- Ground Floor Flat
- Two Bedrooms
- Separate Garage
- Communal Gardens
- · Gas Central Heating





EPC - E

Unconditional Reservation Fee

Starting Bid £55,000

01254 695555 Crown Estates





Bracken Avenue, Croydon, CRO 8NN

- Chain Free
- Two Double Bedrooms
- Communal Gardens
- Access To Numerous Transport Links
- Close to Local Amenities



Lot



Unconditional Reservation Fee

Starting Bid £220,000

01932 736 518 Townends





Whitehead Street, Blackburn, BB2 1HP

- Terraced House
- Two Bedrooms
- Close To Local Amenities
- Johnston Street Area
- Yard to Rear



Unconditional Reservation Fee

Starting Bid £65,000

01254 695555 Crown Estates











Junction Road, Andover, SP10 3QU

- Terraced House
- Two Bedrooms
- Conservatory
- Enclosed Garden
- Close To Local Amenities





EPC - D

Unconditional Reservation Fee

Starting Bid £150,000

01264 726329 Austin Hawk





demesne Road, Whalley Bridge, M16 8PH

- One Bedroom
- Wifi
- Gym
- On Site Reception
- Gardens





EPC -

Unconditional Reservation Fee

Starting Bid £3,400

01204 895999 Simply Residential





Moorbridge Lane, Stapleford, NG9 8GT

- Terraced House
- Two Bedrooms
- Off Street Parking
- Close To Local Amenities
- Ideal Investment Opportunity





EPC -

Unconditional Reservation Fee

Starting Bid £105,000

0115 8800210 Saint Property Services





Westwood Avenue, Blackpool, FY3 9DW

- Semi Detached House
- Three Bedrooms
- Front & Rear Gardens & Single Garage
- Easy Access To Blackpool Town Centre
- Quiet Yet Popular Residential Location





EPC - D

Unconditional Reservation Fee

Starting Bid £75,000

01253627111 Tiger Sales & Lettings





Holcroft Drive, Cuddington, CW8 2BS

- Detached House
- Four Bedroom
- · Gas Central Heating
- Private Garden
- Close To Local Amenities





Unconditional Reservation Fee

Starting Bid £286,400

01606 352220 **Coulby Conduct**





Alexandra Mews, Manley Road, Manchester, M16 8RW

- Apartment
- Two Bedrooms
- Private Car Park
- Secure Door Entry System
- Currently Vacant





EPC - B

Unconditional Reservation Fee

Starting Bid £125,000

01204 895999 Simply Residential









Canonstown, Hayle, TR27 6NB

- Detached House
- Three Bedrooms
- Requires Refurbishment
- Detached Garage
- Long Garden







Unconditional Reservation Fee

Starting Bid £140,000

01736 754115 Millerson





Silverlea Avenue, Wallasey, CH45 4QU

- Terraced House
- Two Bedrooms
- Currently Tenanted
- Rear Yard
- Close To Local Amenities



EPC - D

Unconditional Reservation Fee

Starting Bid £70,000

0151 630 5888 iLets Go Properties





Waterloo Road, Mablethorpe, LN12 1JX

- Bungalow
- Two Bedrooms
- Gas Central Heating
- Off Road Parking
- Enclosed Rear Garden



EPC - D

Starting Bid £105,000

01507 478297 Lovelle







Byron Street, Oldham, OL8 4QU

- Ground floor Flat
- Two Bedrooms
- Electric Heating
- Communal Gardens
- Currently Tenanted Achieving £450 PCM



Lot

14



EPC - D

Unconditional Reservation Fee

Starting Bid £55,000

0161 655 4113 McGowan Homes





Hainton Avenue, Grimsby, DN32 9LX

- Ground Floor Flat
- Two Bedrooms
- Rear Garden
- · Close to Local Amenities
- Communal Entrance Hall

EPC - D

Unconditional Reservation Fee

Starting Bid £35,000

01472 251918 Lovelle





Byron Street, Oldham, OL8 4QU

- First Floor Apartment
- Two Bedrooms
- Electric Heating
- Allocated Parking
- Currently Tenanted Achieving £450 PCM





EPC -

Unconditional Reservation Fee

Starting Bid £55,000

0161 655 4113 McGowan Homes









Town Wall Mews, Great Yarmouth, NR30 1DS

- Ground floor Flat
- One Bedroom
- Electric Heating
- Ideal Buy To Let

Requires Updating





EPC - E

Unconditional Reservation Fee

Starting Bid £35,000

01502 515999 Hardimans





Deansway, Widnes, WA8 8QN

- Mid Terraced House
- Three Bedrooms
- · Gas Central Heating
- Off Road Parking
- Front & Rear Gardens



Lot

18



Unconditional Reservation Fee

Starting Bid £50,000

07533563367 Nextoria Property Solutions

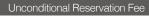




Neville Grove, Swillington, LS26 8QP

- Two Bedroom
- First Floor Flat
- Gas Central Heating
- Recently Let for £525pcm
- Viewing Essential
- Garage

EPC - C



Starting Bid £65,000

0113 205 9400 Barrington & Blake











Bond Street, Blackpool, FY4 1BQ

- Two storey, four floor property
- · A1 retail space to ground floor
- Extra storage space to basement
- Tenanted 4 bed maisonette above
- Maisonette let for £7,500 per annum
- Freehold title

EPC - D

Unconditional Reservation Fee

Starting Bid £68,000

01253 420420 Kenricks





Freehold Street, Hull, HU3 1RD

- Three Bedrooms
- Terrace House
- Two Reception Rooms
- Rear Porch
- Rear Yard Area

EPC - E

Unconditional Reservation Fee

Starting Bid £50,000

01482 643777 Lovelle





Phoenix Place, Prince Edwin Street, Liverpool, L5 3AA

- Studio Flat
- Wifi, Safety Deposit, USB Charging Points
- TV Access points, Post Box, Bike Storage
- Manned 24 Hour Security
- Four Years Guaranteed Rental Income





Unconditional Reservation Fee

Starting Bid £35,000

0151 2550755 Keppie Massie



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



Lot

19

Lot

20







Penbeagle Way, St. Ives, TR26 2EY

- Detached Bungalow
- Four Bedrooms
- Side & Rear Garden
- Driveway
- Outline Planning Passed For Three Dwellings



Lot

23



Unconditional Reservation Fee

Starting Bid £275,000

01736 754115 Millerson





Lansdown Hill, Fulwood, PR2 3UX

- Two storey semi-detached property
- 5 bedroom HMO
- 4 out of 5 rooms currently let
- Current annual income £21,600
- Gas central heating and double glazing
- Freehold title

=PC -



Starting Bid £157,000

01772395835 Tiger Estates





Gabriels Hill, Maidstone, ME15 6JG

- Development Opportunity
- Currently Configured as Two 1 bedroom Townhouses
- Town House
- Central Location
- Part Central Heating





Unconditional Reservation Fee

Starting Bid £80,000

07960892271 Doorsteps









Marlton Road, Blackburn, BB2 3LX

- Terraced House
- Two Bedrooms
- Two Reception Rooms
- Gas Central Heating
- Yard To The Rear



EPC - D

Unconditional Reservation Fee

Starting Bid £63,000

01254 695555 Crown Estates





71 South East Road, Southampton, SO19 8PL

- Apartment
- One Bedroom
- Communal Gardens
- Allocated Parking
- Close To Local Amenities

Lot 26

Lot

27

Lot

25



EPC - D

Unconditional Reservation Fee

Starting Bid £90,000

02380 439 885 Beals







York Street, Blackpool, FY1 5AQ

- Three storey guest house
- Nine letting bedrooms
- Great town centre location
- Double glazing and central heating
- For sale with vacant possession
- Freehold title

EPC -

Unconditional Reservation Fee

Starting Bid £45,000

01253 420420 Kenricks Commercial Estate Agents









Trinity Green, Gosport, PO12 1HE

- Apartment
- Two Bedrooms
- Gas Central Heating
- Residential Parking
- Close To Local Amenities



Lot

29

Lot

30



EPC - C

Unconditional Reservation Fee

Starting Bid £125,000

02392 589 922 Beals





Basset Road, Camborne, TR14 8SH

- Substantial Period House
- Eight Bedroom HMO
- Driveway Parking
- In Need Of Renovation Throughout
- Communal Courtyard
- For Sale With Vacant Possession



Starting Bid £140,000

01209612255 Millerson









Hampshire Street, Fratton, PO1 5LQ

- Three Bedrooms
- Two Reception Rooms
- Terrace House
- Tenant On Periodic
- South Facing Garden
- 5.8% Return

EPC - D

Unconditional Reservation Fee

Starting Bid £150,000

02392 652 722 Beals









Bankes Avenue, Orrell, WN5 8HU

- Semi Detached House
- Three Bedrooms
- In Need of Modernisation
- Garage
- Rear Garden





EPC - E

Unconditional Reservation Fee

Starting Bid £105,000

01942 580015 Addisons Estate Agents





Hill Lane, Southampton, SO15 5DD

- Studio Flat
- Cash Buyers Only
- · Communal Parking
- Security Intercom
- Close To Local Amenities



Lot



EPC - D

Unconditional Reservation Fee

Starting Bid £50,000

02380 704 321 Beals





Chapel Grove, Addlestone, KT15 1UG

- Two Double Bedrooms
- Two Reception Rooms
- Semi Detached House
- Large Garden
- Close to Local Amenities





EPC - D

Unconditional Reservation Fee

Starting Bid £310,000

01932 858 777 Townends









Corryhabbie Cottage, Glenrinnes, Keith, AB55 4BZ

- Delightful Cottage
- 4.8 acres pasture & moorland
- Lounge with Vaulted ceiling
- Fitted Kitchen & Utility Room
- Ground floor Bedroom & Bathroom
- Upper floor Gallery landing

EPC - D



Starting Bid £130,000

01343 564123 AB & S Estate Agents





Clee Crescent, Grimsby, DN32 8LZ

- Grade II Semi Detached Cottage
- Two Bedrooms
- Gas Central Heating
- Private Driveway
- Landscaped Gardens

Lot 35

Lot

36

Lot

34



EPC - D

Unconditional Reservation Fee

Starting Bid £70,000

01472 251918 Lovelle





Sherbrooke Avenue, Wilnecote, B77 5EJ

- Detached House
- Three Bedrooms
- Private Garden
- Single Garage
- Driveway



Unconditional Reservation Fee

Starting Bid £150,000

01827 63996 Belvoir - Hinckley









Witts Hill, Midanbury, SO18 4QH

- Ground Floor Maisonette
- Two Bedroom
- Private Front and Rear Gardens
- Gas Central Heating
- Ideal Location



EPC - C

Unconditional Reservation Fee

Starting Bid £120,000

02380 439 885 Beals





High Street, Warsop, NG20 0AG

- Upper Flat
- Three Bedrooms
- Historical Property
- Deceptively Spacious
- Viewing Essential

Lot 38

Lot

37



Unconditional Reservation Fee

Starting Bid £60,000

01623 633633 Buckley & Brown





Royce Road, Manchester, M15 5JQ

- Apartment
- Two Double Bedrooms
- Secure Gated Parking
- Close To Castlefield & City Centre
- Spacious Living Room





Unconditional Reservation Fee

Starting Bid £110,000

0161 826 9190 The Manchester Estate Agent











Eastfield Road, Southsea, PO4 9EW

- Two Double Bedrooms
- Terrace House
- Two Reception Rooms
- Spacious kitchen
- Gas central heating
- Ideal investment or first time buy



Unconditional Reservation Fee

Starting Bid £170,000

02392 715 715 Beals











- Three Bedrooms
- Semi Detached
- Popular Residential Location
- Great investment opportunity



Lot

40

EPC - E

Unconditional Reservation Fee

Starting Bid £140,000

01995 213101 Love Homes





Walden Road, Portsmouth, PO2 8PJ

- Terraced House
- Three Bedrooms
- Electric Heating
- Rear Garden
- Close To Local Amenities

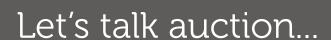


EPC - G

Unconditional Reservation Fee

Starting Bid £145,000

02392 652 722 Beals







Chorley Old Road, Bolton, BL1 5SE

- Three Bedrooms
- · Semi Detached House
- Off Road Parking
- Ideal Family Home
- Convenient Location





EPC - D

Unconditional Reservation Fee

Starting Bid £118,000

01204 848484 Chris Ball





Bingley Road, Bradford, BD9 6HH

- Semi Detached House
- Four Bedroom
- Driveway
- Close to Motorway Links
- Shops and Amenities Nearby



Lot

45



Unconditional Reservation Fee

Starting Bid £145,000

01274 270373 Biscayne Properties



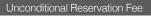




High Street, Hindon, SP3 6DR

- Character Property
- Three Bedrooms
- Cellar, Courtyard, Garden & Outbuildings
- Large Loft Ripe for Conversion (stc)
- Grade II Listed





Starting Bid £325,000

01722716895 Rural View, Village & Country Specialists











Lidget Street, Lindley, HD3 3JR

- Terraced House
- Three Bedrooms
- Rear Garden
- Vacant Possession on Completion
- Requires Modernisation





Unconditional Reservation Fee

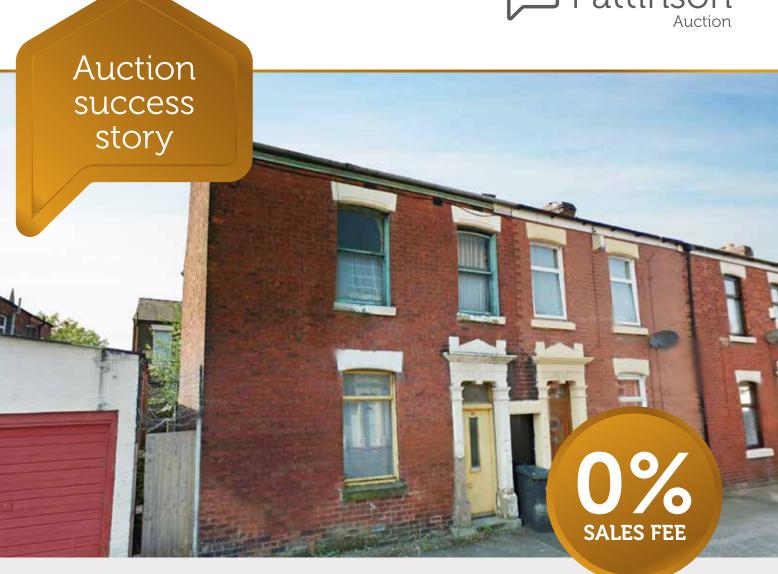
Starting Bid £100,000

01484 444567 Belong









Chester Road, Preston, Lancashire, PR1 5HR

- Three Bedrooms
- Terrace
- Modernisation Required
- Great Investment

SIXTY FIVE BIDS!!!

Sold at Auction for £41,250

Starting Bid was

£10,000







PROPERTIES STILL AVAILABLE!

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



pattinsonauctions.co.uk

| Starting Bid

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 Aldrington Road London London SW16 1UA
15 Hill Court, Ballfield Road Godalming Surrey GU7 2HD
5 Oldborough Road Wembley London HAO 3PP
Flat 4, Camelot Court Alford Road Sutton-on-Sea Mablethorpe Lincolnshire LN12 2SQ
131 Montgomery House Demesne Road Manchester Greater Manchester M16 8PH

12 The Heights Manchester Road Tyldesley Manchester Greater Manchester M29 8QG

8 Derby Street Accrington Lancashire BB5 1BP

Starting Bid Address

£205,000	Flat 5,266 Lower Broughton Road Salford Greater Manchester M7 2LA	£135,000
£260,000	95 Harold Street Grimsby Lincolnshire DN32 7NQ	£40,000
£90,000	39 Speyside Court Orton Southgate Peterborough Cambridgeshire PE2 6SN	£200,000
£450,000	9 Lancaster Street Thurnscoe Rotherham South Yorkshire S63 0DZ	£55,000
£300,000	Flat 4, 2 Esplanade Gardens Scarborough North Yorkshire YO11 2AW	£95,000
£265,000	10 Gladstone Street Brotton Saltburn-by-the-Sea North Yorkshire TS12 2TU	£85,000
£400,000	148 Carterhatch Road Enfield London EN3 5LX	£480,000
£385,000	30 Thomas Street West Halifax West Yorkshire HX1 3HF	£50,000
£60,000	155 Warmsworth Road Doncaster South Yorkshire DN4 0TN	£65,000
£20,000	43 Cool Oak Lane London Greater London NW9 7BH	£695,000
£55,000	Charlyn Penbeagle Way St. Ives Cornwall TR26 2EY	£275,000
£62,000	208d London Road Croydon London CRO 2TE	£163,000
£12,000	46 Pine Road London London NW2 6SA	£850,000
£290,000	79 Queen Mary's House Holford Way Putney London, SW15 5DU	£285,000
£260,000	39 Tweedy Road Bromley London BR1 3PR	£950,000
£650,000	The Panorama 202 Park Street Ashford Kent TN24 8FA	£155,000
£110,000	Down Cottage Collington Lane East Bexhill-on-Sea East Sussex TN39 3RJ	£440,000
£220,000	Delta Phoenix Parkdean White Acres Whitecross Newquay TR8 4LW	£18,000
£185,000	7 Varley Terrace Liskeard Cornwall Cornwall PL14 4AN	£265,000
£280,000	20 Cleveland Park Staines-upon-Thames Surrey TW19 7LX	£170,000
£500,000	15 St. Davids Avenue Bexhill-on-Sea East Sussex TN40 2BE	£415,000
£180,000	Brook Lodge The Nap Oakley Aylesbury Buckinghamshire HP18 9PW	£1,200,000
£325,000	88 Hibernia Road Hounslow Iondon TW3 3RN	£200,000
£670,000	Flat 10 Willow Court Springwell Lane Rickmansworth London WD3 8UZ	£300,000
£70,000	Flat 3, 38 Peckham High Street London, SE15 5DP	£240,000
£4,000	6 Limefield Blackburn Lancashire BB2 6BS	£140,000
£35,000	41 Middleton Street Beeston Nottingham Nottinghamshire NG9 1BB	£290,000
£75.000	12 St. Michaels Close Newcastle upon Tyne Tyne and Wear NE4 6AF	£179.950

Proxy Form for Conditional & Unconditional Reservation Fee Lots

Please Select Method of Bidding:	Buyers Details:	
Proxy: Telephone:	Full Name(s):	
Lingtweet Dettingen's to hid on my babalf in accordance with	Company Name:	
I instruct Pattinson's to bid on my behalf in accordance with the terms and conditions printed within the Pattinson Auction	Date of Birth:	
catalogue and I understand that should my bid be successful I will be bound by those terms.	Address:	
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 (<i>The reservation fee is not considered as part payment of the final negotiated selling price</i>) and exchange contracts within 28 days (<i>subject to any joint agreement between seller and purchaser to extend this period</i>).	Post Code:	
Under the unconditional auction I will pay a 5% deposit plus a	Mobile Number:	
reservation fee of 6% inluding VAT subject to a minimum fee of £6,000 including VAT and exchange contracts on the night	Telephone Number:	
of the auction.	Email Address:	
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.	Solicitors Name:	
Date of auction:Lot Number:	Post Code:	
The property is offered in the:	Post Code:	
Conditional Auction: Unconditional Auction:	Telephone Number:	
Address of Lot:		
	Signed: Date:	
Post Code:	by the buyer on his/her behalf and on behalf of any principle mentioned above. Please only sign the above if you have read and fully understand this agreement and read and agreed to our Privacy Policy and GDPR Privacy Notice found on our website 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.	
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.	Signed:	
Card Details:	Card Number:	
Cardholder Name:	Start Date: Expiry Date:	
Card Issuer: Visa: Mastercard: Maestro:	Issue Number*:Security Code:	
Switch: □ Visa Delta: □ Solo: □	TO BE SHREDDED AFTER USE	

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

eNegotiator



Please Select Method of Bidding:	Buyers Details:
Proxy: Telephone:	Full Name(s):
	Company Name:
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 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	if ee
auction will pay a 10% subject to a minimum of £3,600 depos	
and exchange contracts on the night of the auction.	Mobile Number:
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.	g Telephone Number:
	y Email Address:d
	Solicitors Name:
	Solicitors Address:
Date of auction:Lot Number:	
The property is offered in the:	
Conditional Auction: \square Unconditional Auction: \square	Post Code:
Address of Lot:	Telephone Number:
Post Code:	· Signed: Date:
Maximum Bid: £	by the buyer on his/her behalf and on behalf of any principle
Maximum Bid in Words:	mentioned above. Please only sign the above if you have read and fully understand this agreement and read and agreed to our <u>Privacy Policy and GDPR Privacy Notice</u> found on our
	website pattinsonauctions.co.uk. In compliance with Anti Money Laundering Regulations an Equifax search will be
If a reconstill and paying by gradit or dahit gard the buyer may	carried out to verify your identity and proof of residency. This does not affect your credit file.
If successful and paying by credit or debit card the buyer must be contactable on the night of the auction with sufficient fund	s
available in the account. Alternatively cleared funds may be banked with Keith Pattinson prior to the auction which would	d
be refunded the day after the auction if unsuccessful. I als authorize the payment of an administration fee of £780 includin	
VAT payable to Keith Pattinson Ltd.	on behalf of Keith Pattinson Ltd
Card Details:	Card Number:
Cardholder Name:	Start Date:Expiry Date:
	Start Date:Lxpiry Date:

General Conditions of Sale

GLOSSARY

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

Wherever it makes sense

- · Singular words can be read as plurals, and plurals as singular words
- · A 'person' includes a corporate body
- Words of one gender include the other genders
- references to legislation are to that legislation as it may have been modified or re-enacted by the date of the auction or the **contract date** (as applicable)
- Where the following words appear in bold they have specific

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

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

Administration Fee means the sum of £780 including VAT. Agreed completion date subject to condition G9.3:

- (a) the date specified in the special conditions, or
- (b) if no date is specified, 20 business days after the contract date

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

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

Arrears arrears of rent and other sums due under

the tenancies but unpaid on the actual completion date Arrears schedule the arrears schedule (if any) forming part of the special conditions.

Auction the auction advertised in the catalogue

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

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

Auctioneers the auctioneers at the auction

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

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

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

Completion unless otherwise agreed between

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

Condition one of the auction conduct conditions or sales conditions.

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

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

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

the seller and buyer or

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

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

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

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

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

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

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

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

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

Price the price that the buyer agrees to pay for the lot Ready to complete ready, willing and able to complete: if completion would enable the seller to discharge all financial charges secured on the lot that have to be discharged by completion, then those outstanding financial charges do not prevent the seller from being ready to complete

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

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

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

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

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

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

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

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

VAT value Added Tax or other tax of a similar nature

VAT option an option to tax

We (and us and our) the auctioneers

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



AUCTION CONDUCT CONDITIONS

A1 Introduction

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

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

A2 Our role

- A2.1 As agents for each seller we have authority to:
- (a) Prepare the catalogue from information supplied by or on behalf of each seller
- (b) Offer each lot for sale;
- (c) Sell each lot;
- (d) Receive and hold deposits;
- (e) Sign each sale memorandum; and
- (f) Treat a contract as repudiated if the buyer fails to sign a sale memorandum or pay a deposit as required by these auction conduct conditions.
- A2.2 Our decision on the conduct of the auction is final. A2.3 We may cancel the auction, or alter the order in which lots are offered for sale. We may also combine or divide lots. A lot may be sold or withdrawn from sale prior to the
- A2.4 You acknowledge that to the extent permitted by law we owe you no duty of care and you have no claim against us for any loss.

A3 Bidding and reserve prices

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

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

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

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

A3.5 Where there is a reserve price the **seller** may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller. A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which the seller might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always – as the seller may fix the final reserve price just before bidding commences.

A4 The particulars and other information

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

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

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

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

A5 The contract

A5.1 A successful bid is one we accept as such (normally on the fall of the hammer). This condition A5 applies to you if you make the successful bid for a lot. A5.2 You are obliged to buy the **lot** on the terms of the sale **memorandum** at the price you bid plus **VAT** (if applicable). A5.3 You must before leaving the auction:

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

A5.4 If you do not we may either:

- (a) as agent for the **seller** treat that failure as **your** repudiation of the contract and offer the lot for sale again: the seller may then have a claim against you for breach of contract; or (b) sign the sale memorandum on your behalf
- A5.5 The deposit:
- (a) is to be held as stakeholder where **VAT** would be chargeable on the deposit were it to be held as agent for the seller; but otherwise to be held as stated in the sale conditions; and (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to us on an approved financial institution. The extra auction conduct conditions may state if we accept any other form of payment.

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

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

- (a) You are personally liable to buy the lot even if you are acting as an agent; and
- (b) You must indemnify the seller in respect of any loss the seller incurs as a result of the buyers default A5.8 Where the **buyer** is a company you warrant that the buyer is properly constituted and able to buy the lot

A6 Extra Auction Conduct Conditions

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

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

North West Auction

Wednesday 18th December 2019

General Conditions of Sale

GENERAL CONDITIONS OF SALE

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

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

G1. The lot

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

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

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

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

(a) matters registered or capable of registration as local land charges

(b) matters registered or capable of registration by any competent authority or under the provisions of any statute; (c) notices, orders, demands, proposals and requirements of any competent authority;

(d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;

(e) rights, easements, quasi-easements and wayleaves;

(f) outgoings and other liabilities;

(g) any interest which overrides, within the meaning of the Land Registration Act 2002;

(h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the buyer has made them;

(i) anything the seller does not and could not reasonably know about

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

G1.6 The seller must notify the buyer of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the contract date but the buyer is to comply with them and keep the seller indemnified G1.7 The lot does not include any tenants or trade fixtures or

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

G1.9 The buyer buys with full knowledge of:

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

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

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

G2.Deposit

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

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

(b) 10% of the price (exclusive of VAT on the price) G2.2 The deposit:

(a) must be paid in pounds sterling by cheque or banker's draft drawn on an approved financial institution (or by any other means of payment that the auctioneers may accept); and (b) is to be held as stakeholder unless the auction conduct conditions provide that it is to be held as agent for the seller. G2.3 Where the auctioneers hold the deposit as stakeholder they are authorised to release it (and any interest on it if applicable) to the seller on completion or, if completion does not take place, to the person entitled to it under the sale conditions. G2.4 If a cheque for all or part of the deposit is not cleared on the first presentation the seller may treat the contract as at an end and bring a claim against the buyer for breach of contract. G2.5 Interest earned on the deposit belongs to the seller unless the sale conditions provide otherwise.

G3. Between contract and completion

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

(a) produce to the buyer on request all relevant insurance

(b) pay the premiums when due;

(c) if the buyer so requests and pays any additional premium, use reasonable endeavors to increase the sum insured or make other changes to the policy

(d) at the request of the buyer, use reasonable endeavors to have the buyer's interest noted on the policy if it does not cover a contracting purchaser

(e) unless otherwise agreed, cancel the insurance at completion, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the buyer; and

(f) (subject to the rights of any tenant or other third party) hold on trust for the buyer any insurance payments that the seller receives in respect of loss or damage arising after the contract date or assign to the buyer the benefit of any claim; and the buyer must on completion re-imburse to the seller the

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

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

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

G4. Title and identity

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

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



- (a) the buyer may raise no requisition on or objections to any of the documents that is made available before the auction.
- (b) if the lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and where noted on the register of all documents subject to which the lot is being sold.
 (c) if the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title
- buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than 15 years old) and must produce to the buyer the original or an examined copy of every relevant document.
- (d) if title is in the course of registration, title is to consist of certified copies of
- (i) the application for registration of title made to the Land Registry;
- (ii) the documents accompanying that application;
- (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
- (iv) a letter under which the seller or it's conveyancer agrees to use all reasonable endeavors to answer any requisitions raised by the land registry and to instruct the land registry to send the completed buyers registration documents to the buyer.
- (e) The buyer has no right to object to or make requisitions on any title information more than seven business days after that information has been given to the buyer.
- G4.3 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):
- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the buyer; and
- (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenants obligation relating to the state or condition of the lot where the lot is leasehold property.
- G4.4 The transfer is to have effect as if expressly subject to all matters to which the lot is sold under the contract.
- G4.5 The seller does not have to produce, nor may the buyer object to or make a requisition in relation to, any prior or superior title even if it is referred to in the documents.
- G4.6 The seller (and if relevant, the buyer) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the conditions apply.

G5. Transfer

- G5.1 Unless a form of transfer is prescribed by the special conditions:
- (a) the buyer must supply a draft transfer to the seller at least ten business days before the agreed completion date and the engrossment (signed as a deed by the buyer if condition 5.2 applies) five business days before that date or (if later) two business days after the draft has been approved by the seller; and
- (b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer.
- G5.2 If the seller remains liable in any respect in relation to the lot (or a tenancy) following completion the buyer is specifically to covenant in the transfer to indemnify the seller against that

liability.

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

G6. Completion

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

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

G6.3 Payment is to be made in pounds sterling and only by: (a) direct transfer to the seller's conveyancer's client account and

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

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

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

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

G7. Notice to complete

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

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

- (a) terminate the contract
- (b) claim the deposit and any interest on it if held by a stakeholder
- (c) forfeit the deposit and any interest on it
- (d) resell the lot and
- (e) claim damages from the buyer.
- G7.4 If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has,
- (a) terminate the contract and
- (b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.

G8. If the contract is brought to an end

If the contract is lawfully brought to an end:

(a) the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and (b) the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the seller is entitled to forfeit the deposit under condition G7.3.

G9. Landlord's licence

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

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

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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;
- (b) comply with the landlord's lawful requirements
- G9.6 If within three months of the contract date (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition G9) by notice to the other terminate the contract at any time before licence is obtained. That termination is without prejudice to the claims of either seller or buyer for breach of this condition G9.

G10. Interest and apportionments

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

G10.2 Subject to condition G11, the seller is not obliged to apportion or account for any sum at completion unless the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds. G10.3 Income and outgoings are to be apportioned at actual completion date unless:

(a) the buyer is liable to pay interest and

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

In which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer. G10.4 Apportionments are to be calculated on the basis that: (a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made

(b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates

(c) where the amount to be apportioned is not known at completion apportionment is to be made by reference to a reasonable estimate and further payment is to be made by seller or buyer as appropriate within five business days of the date when the amount is known.

G11. Arrears

Part 1 Current Rent

G11.1 "Current Rent" means, in respect of each of the tenancies subject to which the lot is sold, the installment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding completion. G11.2 If on completion there are any arrears of current rent the buyer must pay them, whether or not details of those arrears are given in the special conditions.

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

arrears of current rent.

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

- G11.7 Part 3 of this condition G11 applies where the special conditions:
- (a) so state; or
- (b) give no details of any arrears.
- G11.8 While any arrears due to the seller remain unpaid the
- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy.
- (b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment);
- (c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require
- (d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order
- (e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and
- (f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to this condition G11.
- G11.9 Where the seller has the right to recover arrears it must not without the buyer's written consent bring insolvency proceedings against a tenant or seek the removal of goods from

G12. Management

- G12.1 This condition G12 applies where the lot is sold subject to tenancies
- G12.2 The seller is to manage the lot in accordance with its
- standard management policies pending completion. G12.3 The seller must consult the buyer on all management issues that would affect the buyer after completion, (such as but not limited to an, application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a tenancy; or a new tenancy or agreement to grant a new tenancy) and:
- (a) the seller must comply with the buyer's reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the seller to a liability that the seller would not otherwise have, in which case the seller may act reasonably in such a way as to avoid that liability;
- (b) if the seller gives the buyer notice of the seller 's intended act and the buyer does not object within five business days giving reasons for the objection the seller may act as the seller intends; and
- (c) the buyer is to indemnify the seller against all loss or liability



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

G13. Rent deposits

G13.1 This condition G13 applies where the seller is holding or otherwise entitled to money by way of rent deposit in respect of a tenancy. In this condition G13 'rent deposit deed 'means the deed or other document under which the rent deposit is held. G13.2 If the rent deposit is not assignable the seller must on completion hold the rent deposit on trust for the buyer and, subject to the terms of the rent deposit deed, comply at the cost of the buyer with the buyer 's lawful instructions.

- G13.3 Otherwise the seller must on completion pay and assign its interest in the rent deposit to the buyer under an assignment in which the buyer covenants with the seller to:
- (a) observe and perform the seller's covenants and conditions in the rent deposit deed and indemnify the seller in respect of any breach:
- (b) give notice of assignment to the tenant; and
- (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

G14. VAT

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

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

G15. Transfer as a going concern

G15.1 Where the special conditions so state:

- (a) the seller and the buyer intend, and will take all practical steps (short of an appeal) to procure, that the sale to be treated as a transfer of a going concern; and
- (b) this condition G15 applies.
- G15.2 The seller confirms that the seller
- (a) is registered for VAT, either in the seller's name or as a member of the same VAT group; and
- (b) has (unless the sale is a standard-rated supply) made in relation to the lot a VAT option that remains valid and will not be revoked before completion.
- G15.3 The buyer confirms that:
- (a) it is registered for VAT, either in the buyer's name or as a member of a VAT group
- (b) it has made, or will make before completion, a VAT option in relation to the lot and will not revoke it before or within three months after completion;
- (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
- (d) it is not buying the lot as a nominee for another person. G15.4 The buyer must give to the seller as early as possible before the agreed completion date evidence:
- (a) of the buyer's VAT registration
- (b) that the buyer has made a VAT option
- (c) that a VAT option has been notified in writing to HM Revenue and Customs

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

- G15.5 The buyer confirms that after completion the buyer intends to:
- (a) retain and manage the lot for the buyer's own benefit as a

- continuing business as a going concern subject to and with the benefit of the tenancies, and
- (b) collect the rents payable under the tenancies, and charge VAT on them
- G15.6 If, after completion, it is found that the sale of the lot is not a transfer of a going concern then:
- (a) the seller's conveyancer is to notify the buyer's conveyancer of that finding and provide a VAT invoice in respect of the sale of the lot:
- (b) the buyer must within five business days of receipt of the VAT invoice pay to the seller the VAT due; and
- (c) if VAT is payable because the buyer has not complied with this condition G15, the buyer must pay and indemnify the seller against all costs, interest, penalties or surcharges that the seller incurs as a result.

G16. Capital allowances

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

- G16.2 The seller is promptly to supply to the buyer all information reasonably required by the buyer in connection with the buyer's claim for capital allowances.
- G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the special conditions. G16.4 The seller and buyer agree:
- (a) to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition G16, and
- (b) to submit the value specified in the special conditions to HM Revenue and Customs for the purposes of their respective capital allowance computations.

G17. Maintenance agreements

G17.1 The seller agrees to use reasonable endeavours to transfer to the buyer, at the buyer's cost, the benefit of the maintenance agreements specified in the special conditions. G17.2 The buyer must assume, and indemnify the seller in respect of, all liability under such contracts from the actual completion date.

G18. Landlord and Tenant Act 1987

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

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

G19. Sale by practitioner

G19.1 This condition G19 applies where the sale is by a practitioner either as a seller or as agent of the seller. G19.2 The practitioner has been duly appointed and is empowered to sell the lot.

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

G19.4 The lot is sold:

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

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;
- (b) the seller may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925. G19.6 The buyer understands this condition G19 and agrees that it is fair in the circumstances of a sale by a practitioner.

G20. TUPE

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

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

- (a) the seller must notify the buyer of those employees whose contracts of employment will transfer to the buyer on completion (the "Transferring Employees"). This notification must be given to the buyer not less than 14 days before completion
- (b) The buyer confirms that it will comply with its obligations under TUPE and any special conditions in respect of the Transferring Employees.
- (c) The buyer and the seller acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the seller will transfer to the buyer on completion
- (d) the buyer is to keep the seller indemnified against all liability for the Transferring Employees after completion.

G21. Environmental

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

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

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

G22. Service charge

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

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

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

- (a) service charge expenditure attributable to each tenancy; (b) payments on account of service charge received from each tenant;
- (c) any amounts due from a tenant that have not been received; (d) any service charge expenditure that is not attributable to any tenancy and is for that reason irrecoverable.
- G22.4 In respect of each tenancy, if the service charge account shows that:

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

G22.5 In respect of service charge expenditure that is not attributable to any tenancy the seller must pay the expenditure incurred in respect of the period before actual completion date and the buyer must pay the expenditure incurred in respect of the period after actual completion date. Any necessary monetary adjustment is to be made within five business days of the seller providing the service charge account to the buyer. G22.6 If the seller holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:

- (a) the seller must pay it (including any interest earned on it) to 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

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



G24. Tenancy renewals

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

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

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

G24.4 Following completion the buyer must:

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

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

G25. Warranties

G25.1 Available warranties are listed in the special conditions. G25.2 Where a warranty is assignable the seller must:

(a) on completion assign it to the buyer and give notice of assignment to the person who gave the warranty

(b) apply for (and the seller and the buyer must use all reasonable endeavors to obtain) any consent to assign that is required. If consent has not been obtained by completion the warranty must be assigned within five Business days after the consent has been obtained.

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

(a) hold the warranty on trust for the buyer; and

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

G26. No assignment

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

G27. Registration at the Land Registry

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

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

to such lease showing itself registered as proprietor.

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

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

G28 Notices and other communications

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

G27.2 A communication may be relied on if:

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

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

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

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

G29. Contracts (Rights of Third Parties) Act 1999 No one is intended to have any benefit under the contract

pursuant to the Contract (Rights of Third Parties) Act 1999.

G30 Extra General Conditions

- The Buyer acknowledges and accepts that an Administration Fee which is payable to us is non-refundable under any circumstance
- G30.2 Where a deposit is paid to us then we are immediately entitled to satisfy our account.
- G30.3. In the event of any conflict between these Conditions of Sale and the Auction Contract then the Auction Contract will prevail

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

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





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