

auction: WEDNESDAY 24th JULY 2013 6.30pm

THE ATTRACTIONS RESTAURANT, BEVERLEY RACECOURSE, YORK ROAD, BEVERLEY, EAST YORKSHIRE HU17 8QZ



East Riding of Yorkshire
Land & Property Auctioneers



the **property** auction specialists

Auction Venue



The Attractions Restaurant, Beverley Racecourse

York Road, Beverley,
East Yorkshire, HU17 8QZ

LOT	ADDRESS	GUIDE PRICE	LOT TYPE
1	7 Highgate, Beverley	£135,000 - £140,000	Residential
2	12 Priestgate, Nafferton	£90,000 - £100,000	Residential for Improvement
3	8 Foston Lane, North Frodingham	£200,000 - £220,000	Development / Plot
4	Flat 4, 92 North Marine Road, Scarborough	£35,000 - £40,000	Residential / Investment
5	Flats 1, 3 & 5, 31 New Queen Street, Scarborough	£110,000 - £120,000	Residential / Investment
6	Apartment 18, The Meadows, Sunrise Drive, Filey	£45,000 - £50,000	Holiday / Investment
7	Flat 2, 85 St Johns Avenue, Bridlington	£45,000 - £55,000	Residential / Investment
8	Foxgloves Cottage, Skipsea	£175,000 - £195,000	Residential
9	Garden Flat, 8 Burton Road, Hornsea	CIRCA £40,000	Residential
10	63 Sherwood Drive, Anlaby Common, Hull	£100,000 - £110,000	Residential
11	15 Gloucester Street, Hull	£35,000 - £40,000	Residential / Investment
12	52 Rosmead Street, Hull	£35,000 - £45,000	Residential / Investment
13	7 Weston Court, Hull	£55,000 - £65,000	Residential / Investment
14	695 Holderness Road, Hull	£95,000 - £110,000	Residential / Investment
15	Waltham House, 256 Boulevard, Hull	£90,000 - £100,000	Residential Investment
16	1 Old Dale Cottages, Brantingham	£125,000 - £135,000	Residential

Auction Office

56 Market Place, Driffield, East Yorkshire, YO25 6AW

Tel: 0845 4009900 Fax: 01377 257679

www.auctionhouse.uk.net

The Auction Team:

Auctioneers: David Atkinson FRICS FAAV, Adrian Harrison MRICS

Auction House Redraws the Map of Auction Sales in the North

The success of the UK's leading residential property auctioneer Auction House is revolutionising the pattern of property sales in the north of England. The latest EIG figures (Jan-Apr 2013) show that Auction House's 13 northern auction rooms has overtaken the traditional sales rooms in the region to become a clear market leader, having sold 434 lots from 541 offered (a success rate of 80%), compared to its nearest rival with only 289 lots sold. During April alone the Auction House network offered 279 lots across its 30 auction rooms, with 218 sold at a healthy success rate of 78%, raising £23m.

There are clear indicators that the market is heading in the right direction with many in the industry talking about 'green shoots'. Sale times are shortening and more buyers are finding their way to the auction sale room. The local property market certainly feels a lot busier with many predicting the market has "bottomed out" and buyer confidence rising steadily. This coupled with the forecast that lending will be up by 9% on 2012, further indicating that house-buying activity will increase to its best levels since 2007.



Auction House Valuers Neil Eglin, Simon Dee and Adrian Harrison

This is supported by the results from our May auction which proved to be extremely popular. Over 300 people packed the Attractions suite at the race course and we currently have twelve of the thirteen lots offered sold under auction contract. The final lot is due to exchange contracts in July.

That brings us to this catalogue. We are pleased to offer another varied collection of property from throughout the region. Starting in the North, we have an investment or holiday property for Cricket lovers! The third floor apartment commands a fine view over Scarborough Cricket Ground. Other holiday homes/investment properties or realistically priced homes are offered in Scarborough, Filey, Bridlington, Skipsea and Hornsea. Moving inland we have the usual renovation projects and development opportunities in and around Beverley, Driffield and Hull. With investment rates from Banks and Building societies set to remain at the low levels experienced over the past few years, those looking for high yield investments in the property market will be drawn to our investment lots that are already producing excellent returns.

As usual, open viewings have been arranged on most lots and anyone who can't make it to an open viewing should contact the local office to arrange an inspection. We would remind buyers that they are able to view legal packs online and anyone who is not able to attend the auction should ask for details of our proxy bidding or telephone bidding solutions.

Introducer Agents



Description

Requiring a full programme of modernisation and improvement, this traditional middle townhouse provides well proportioned two bedroomed accommodation with an enclosed established rear garden.

Situation

The property is within an attractive and very convenient location, Highgate being an historic cobbled street leading off Wednesday Market to Beverley's Minster. This central location in the town is within striking distance of all shopping and recreational facilities and the railway station.

Accommodation

Ground Floor: Entrance Porch, Lounge, Dining Room, Kitchen

First Floor: Landing, Bedroom One, Bedroom Two, Bathroom,

Rear Garden: Walls and fencing defining the boundaries, fully enclosed, mainly paved with seating areas and established flower shrub borders. Glass greenhouse and timber garden store shed. Brick constructed utility/store measuring approx 2.33m x 2.03m having light and power with multi-glazed window, beyond further brick constructed store with adjoining outside WC with high level WC suite and window. The gardens enjoy rear pedestrian access.

Viewing:

Strictly by appointment with Auction House Hull and East Yorkshire. Beverley office 01482 866844.

Joint Agent

Dee Atkinson and Harrison
11 Market Place
Beverley
HU17 8BB
Tel:01482 866844



**For further information and legal pack go to
www.auctionhouse.uk.net/hullandeastyorkshire**



Tenure: Freehold

Possession: Vacant possession will be given upon completion.

Energy Performance Certificate: EER - G(16)

Council Tax: Council Tax is payable to the East Riding of Yorkshire Council. The property is shown in the Council Tax Property Bandings List in Valuation Band 'C'

Services: All mains services are connected to the property.

NB. Services, apparatus and equipment have not been tested by Auction House Hull and East Yorkshire and therefore cannot be verified as being in working order. The buyer is advised to obtain verification from their Solicitor/Surveyor.

Solicitors: Mr T R Booth at Cooper Wilkin Chapman, The Hall, Lairgate, Beverley, HU17 8HL, Tel: 01482 398398

Full Details: Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at www.auctionhouse.uk.net. All published information is to aid identification of the property and is not to scale.

Description

An extended end terrace three bedroom house providing an excellent project opportunity that will appeal to investors, DIY enthusiasts and anyone looking for a project to create an excellent family home. The property enjoys a superb outlook across the village mere and would benefit from a comprehensive programme of modernisation and improvement. In addition to the excellent accommodation and fine views, the property enjoys a large rear garden and pVCU double glazing throughout.

Situation

Nafferton is situated at the foot of the Yorkshire Wolds. The village benefits from a railway station (Hull to Scarborough line) and a regular bus service to Beverley, Driffeld, Hull, Bridlington and Scarborough. The village has a good range of facilities including Post Office, newsagent, convenience store, hairdressers, public houses and Beacon status primary school together with a thriving sports club and Doctors surgery.

Accommodation

Ground Floor: Entrance Hall, Kitchen, Living Room, Dining Area,

First Floor: Landing, Bedroom One, Bedroom Two, Bedroom Three, Bathroom.

Outside: To the rear of the property approached either through the house or via a side pedestrian access is an enclosed area of garden with brick and tiled adjoining shed and raised area of garden. A pathway leads through to a further excellent area of garden which like the house, requires some TLC.

Viewing:

Strictly by appointment with Auction House Hull and East Yorkshire. Driffeld office 0845 400 9900.

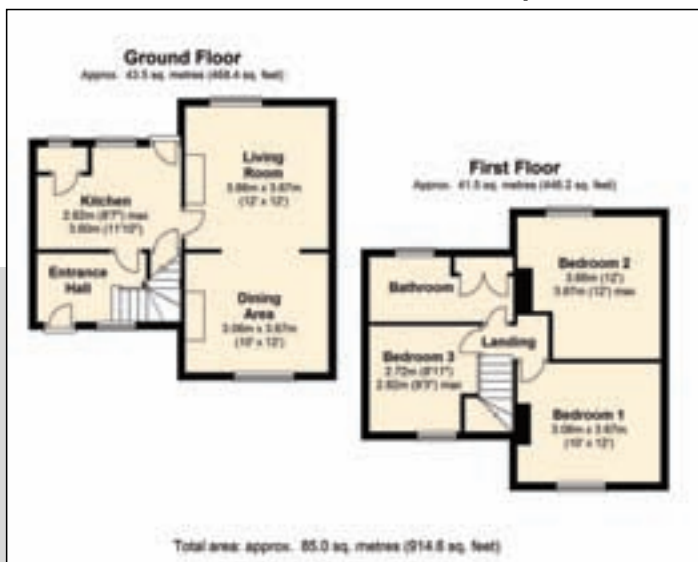
OPEN TO VIEW 6TH & 12TH JULY 11.15 AM - 11.45AM

Joint Agent

Dee Atkinson and Harrison
56 Market Place
Driffeld
YO25 6AW
Tel: 01377 241919



For further information and legal pack go to
www.auctionhouse.uk.net/hullandeastyorkshire



Tenure: Freehold

Possession: Vacant possession will be given upon completion.

Energy Performance Certificate: EER - G(7)

Council Tax: Council Tax is payable to the East Riding of Yorkshire Council. The property is currently shown as listed in Council Tax Band 'A'.

Services: Mains water, electricity and drainage are all connected to the property. Mains gas is available in the village. **NB. Services, apparatus and equipment have not been tested by Auction House Hull and East Yorkshire and therefore cannot be verified as being in working order. The buyer is advised to obtain verification from their Solicitor/Surveyor.**

Solicitors: Mr David Lundy, Lundy's Solicitors, 17 Exchange Street, Driffeld, East Yorkshire YO25 6LA. Tel 01377 252831.

Full Details: Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at www.auctionhouseuk.net. All published information is to aid identification of the property and is not to scale.



Description

Standing on a plot of approx. 0.4 acre this established detached bungalow provides an excellent development opportunity to builders and property developers. Although the existing bungalow is generally well presented, it would now benefit from some updating of internal fittings as well as providing potential for further development of the roof space to formalise the existing arrangement by providing a permanent staircase in accordance with building regulations.

Planning consent has recently been granted for the erection of a new three bedroom detached bungalow and garage within the gardens as well as the erection of a new garage attached to the existing dwelling.

Situation

North Frodingham is a typical village community which stretches along either side of the B1249 between Beeford, (approximately 2.5 miles) and Driffeld (approximately 6 miles). Well placed for access to the East Yorkshire Coast, the village is also within comfortable commuting distance of the city of Hull approximately 19 miles and the historic town of Beverley approximately 12 miles. North Frodingham is on a regular bus route to Bridlington and Driffeld. Within the village there is a public house, a village store, church, community centre and primary school. More comprehensive facilities are readily available in the village of Beeford and Brandesburton.

Planning:

Planning permission was granted under application DC/12/04948/PLF/EASTNN on the 19th March 2013 for the erection of a single dwelling. A copy of the planning consent is available for inspection from the Selling Agents and on the East Riding of Yorkshire Council website.

Accommodation

Ground Floor: Entrance Hall, Lounge, Sitting Room, Kitchen, Inner Hall, Bedroom One Bedroom Two, Bathroom

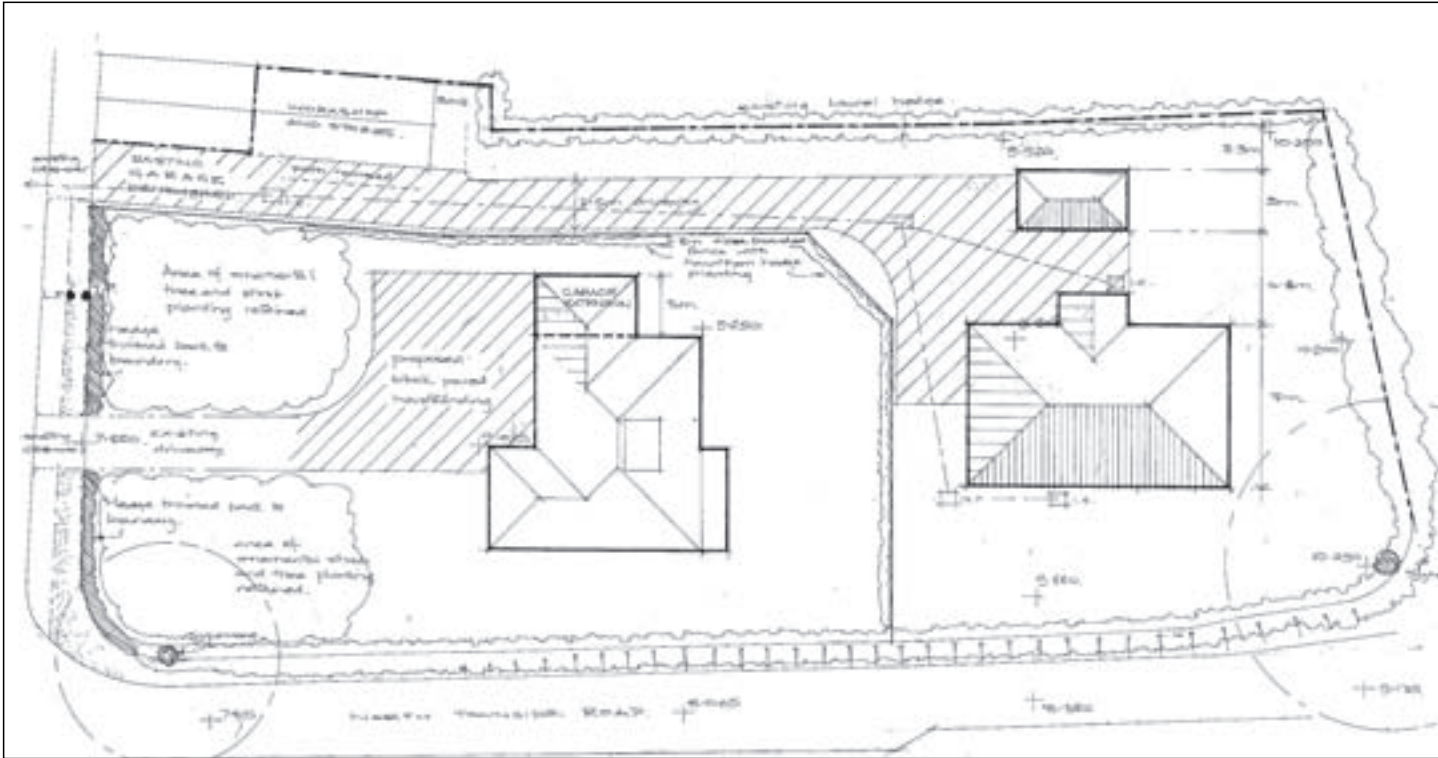
First Floor: Approached from a non regulation staircase the attic area provides:

Landing and store area with double glazed dormer window over looking the rear garden. This attic area has been utilised by the current owners as a bedroom however the nature of the staircase means that it can not officially be classed as a bedroom. It is of the agents opinion that with minor alteration a more appropriate staircase could be installed to allow this to be used as a formal bedroom.

Outside: The gardens to the property currently extend to approximately 0.4 of an acre, are well established and provide a good degree of privacy. Gardens are laid mainly to lawn with mature planted borders and trees. Planning permission has now been granted for the erection of a three bedroom detached bungalow within the gardens. Details of which are available for inspection at the agents Driffeld office.

Garage: The property enjoys the benefit of a detached brick built garage and useful workshop. The planning consent for the new dwelling involves the demolition of this garage to allow for a private vehicular access serving the new dwelling. Planning permission has also been passed for the construction of a new garage adjoining the existing bungalow utilising the existing secondary access off Foston Lane.





Viewings: Strictly by appointment with Auction House Hull and East Yorkshire, Driffield office 0845 400 9900.

OPEN TO VIEW 29TH JUNE & 3RD JULY 11.00AM - 11.30AM

For further information and legal pack go to www.auctionhouse.uk.net/hullandeastyorkshire

Tenure: The property is Freehold and offered with the benefit of vacant possession upon completion.
Energy Performance Certificate: EER - E(53)
Services: All mains services are connected to the property.
NB. Services, apparatus and equipment have not been tested by Auction House Hull and East Yorkshire and therefore cannot be verified as being in working order. The buyer is advised to obtain verification from their Solicitor/Surveyor.
Council Tax: Council Tax is payable to the East Riding of Yorkshire Council. The property is currently shown as listed in Council Tax Band 'C'.
Solicitors: Mr David Lundy, Lundys Solicitors, 17 Exchange Street, Driffield, East Yorkshire YO25 6LA. Tel 01377 252831
Full Details: Photographs, room dimensions, floor plans and area measurements (when available are included within our full details online at www.auctionhouse.uk.net. All published information is to aid identification of the property and is not to scale.

Description

A refurbished third floor apartment within a Victorian inner terraced house with views to the rear over looking the renowned Scarborough cricket ground. The property provides an excellent opportunity to investors, first time buyers or anyone looking for holiday accommodation. The property is situated in the old part of Scarborough and lies within a short walk of the town centre and the North bay. This freehold flat offers double glazing to the rear elevation and electric night storage heating.

Situation

North Marine Road runs between Castle Road and Columbus Ravine. Scarborough is a busy and popular coastal resort town offering a good range of local amenities.

Accommodation

Ground Floor: Communal entrance with staircase off to upper floors.

Third Floor: Landing, Entrance Hall, Kitchen, Lounge, Bedroom One, Bathroom.

Maintenance

We are verbally informed that there is a maintenance agreement managed by Nicholson's Estate Agents with the subject property currently paying £35.00 per calendar month. This information however will be confirmed in the legal pack.

Viewing:

Strictly by appointment with Auction House Hull and East Yorkshire. Driffield office 01377 241919.

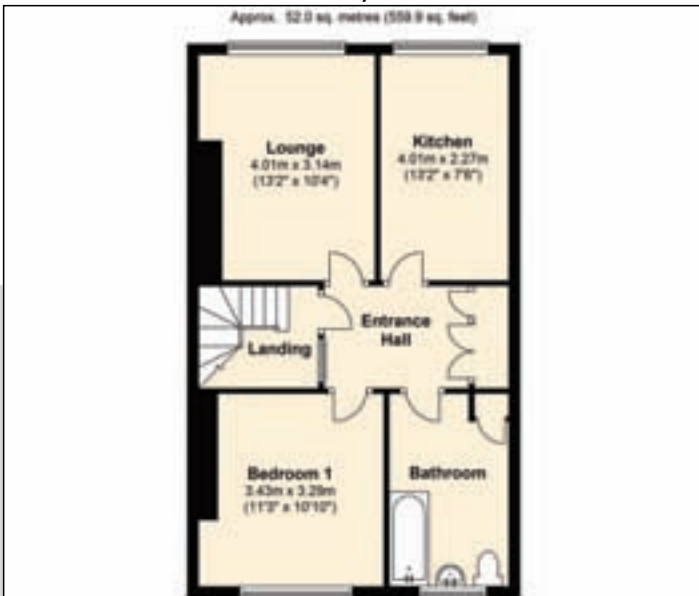
OPEN TO VIEW 29TH JUNE & 4TH JULY 10.30AM - 11.00AM

Joint Agent

Dee Atkinson and Harrison
56 Market Place
Driffield
YO25 6AW
Tel: 01377 241919



For further information and legal pack go to www.auctionhouse.uk.net/hullandeastyorkshire



Tenure: Freehold

Possession: Vacant possession will be given upon completion.

Energy Performance Certificate: EER - D(60)

Council Tax: Council Tax is payable to the Scarborough Borough Council. The property is currently shown as listed in Council Tax Band 'A'

Services: Mains water and electricity is connected to the property. Mains gas is not connected but maybe available within the building, prospective purchasers are advised to carry out there own checks with regard to these.

NB. Services, apparatus and equipment have not been tested by Auction House Dee Atkinson & Harrison and therefore cannot be verified as being in working order. The buyer is advised to obtain verification from their Solicitor/Surveyor.

Solicitors: Mr Richard Mason, Mason Baggott & Garton, 25 Bigby High Street, Brigg, DN20 8ED. Tel 01724 868611.

Full Details: Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at www.auctionhouseuk.net. All published information is to aid identification of the property and is not to scale.

NOW a Top 5 Commercial Auctioneer with experts all over the country



Call us now on 0845 873 1366
For more information visit our website
www.auctionhouse.uk.net/commercial



Selling commercial lots at better prices through regional auction rooms.

our lowest ever rate

0.75%



fast funding for property professionals

subject to status and standard fees

working in
association
with



Contact Scott Hendry or one of the Auction Team on:

☎ **0161 333 1970** 🐦 **@AuctionFinance**

🌐 **www.auctionfinance.co.uk**

Description

Offered on instructions from the Joint LPA Receivers, three apartments forming part of a conversion of a former hotel to six flats situated in the old town of the popular East coast resort town of Scarborough. Three of the units have already been sold and the subject apartments comprise of a one bedroom and a two bedroom ground and lower ground floor duplex units and a three bedroom first floor unit with sea view. All three units are let on assured shorthold tenancies that currently produce a gross income of £10,100 pa however the rental levels are considered low for the area and the apartments therefore offer potential for uplift at the end of the current term.

Flats 2, 4 and 6 were sold on 999 year leases at an ground rent of £100 p.a each. The remaining lots are sold to include the freehold of the block.

Please note that the purchaser will pay a 3% premium on the purchase price of the lot.

Situation

Located on the North side of this popular East Coast resort town, New Queen Street is a stones through from the sea front and within walking distance of the town centre and all main amenities.

Accommodation

Flat One: A Split level 1 bed flat arranged over ground and lower ground floor.

Lobby, Kitchen 3.80m x 2.00m, Living Room 4.08m x 2.99m with spiral staircase to; Bedroom 4.32m x 3.83m with En-suite Shower Room/WC

Flat Three: A two bedroom split level flat arranged over ground and lower ground floor. Lobby, Bedroom 4.19m x 3.04m, Bedroom 5.29m x 1.66m, Shower Room/WC Spiral Staircase to ground floor & Living Kitchen 3.80m x 3.86m maximum

Flat Five: First floor three bedroom flat Hall, Living Room 4.27m x 3.56m plus bay window, Kitchen 1.72m x 2.22m, Bedroom One 4.30m x 3.78m plus bay window Bedroom Two 3.16m x 2.75m, Bedroom Three 4.00m x 3.70m

Viewing:

Strictly by appointment with Auction House Hull and East Yorkshire. Driffield office 0845 400 9900.

Joint Agent

Dee Atkinson & Harrison
56 Market Place
Driffield
YO25 6LA
Tel: 01377 241919



For further information and legal pack go to
www.auctionhouse.uk.net/hullandeastyorkshire



Tenure: We understand the flats will be sold on a freehold basis subject to the existing Assured Shorthold tenancies, however this will be confirmed in the legal pack prior to the auction date.

Council Tax: Council Tax is payable to the Scarborough Borough Council. The the three flats are currently shown as listed in Council Tax Band 'A'

Energy Performance Certificate: The energy performance certificate was not available for flat five at the time of going to press however this will be available for inspection prior to the auction.. Flat 1: EER - C(69). Flat 3: EER - D(55).

Services: Mains water, electricity and drainage are all connected to th property.

NB. Services, apparatus and equipment have not been tested by Auction House Hull and East yorkshire and therefore cannot be verified as being in working order. The buyer is advised to obtain verification from their Solicitor/Surveyor.

Solicitors: Jonathan Newman at Brightstone Law, 511 Centennial, Centennial Avenue, Elstree, Hertfordshire WD6 3FG. Tel: 020 8731 3080.

Full Details: Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at www.auctionhouseuk.net. All published information is to aid identification of the property and is not to scale.

Description

A recently refurbished one bedroom, first floor holiday apartment located within this popular award winning East Coast holiday village of traditionally constructed houses and apartments. The centrally heated and double glazed accommodation benefits from the use (subject to a monthly charge) of the excellent range of amenities on the development.

The flat has the potential for generating a gross income of approx £10,000 pa based on 60% occupancy and we are informed that some units achieve £15,000 pa. The property is conveniently located for the village amenities and a short walk will take you to the beach nearby. Ideal for investment and holidays.

On site facilities including spa leisure complex with indoor heated swimming pool, tennis court, public house, pharmacy and convenience store.

Situation

Take the A165 from Filey towards Bridlington and The Bay is located on the left after about three miles, just after Primrose Valley. Proceed straight into the development turning right at the roundabout onto Sunrise Drive. Take the next left to the car park at the rear of the apartment.

Accommodation

Ground Floor: Communal Entrance

First Floor: Hall, Open Plan Living Space, Bedroom One, Bathroom

Outside: To the front of the property is a communal area of parking and gardens.

Tenure

The property is held under Leasehold title on a 999 year lease from 2007 at an annual ground rent of £64.

Although the property is offered with vacant possession, the purchaser will be required to honour the existing bookings for holiday rental of the property. Good booking levels are already in place for August and September and a few have been agreed in October and November. More specific details can be given upon request. The purchaser will receive the income from these bookings.

Viewing:

Strictly by appointment with Auction House Hull and East Yorkshire. Driffield Office 0845 400 9900. Viewing times might be restricted due to the occupation of the flat on pre-agreed rentals.

OPEN TO VIEW 5TH JULY 10.45AM - 11.30AM

Joint Agent

Dee Atkinson & Harrison

56 Market Place

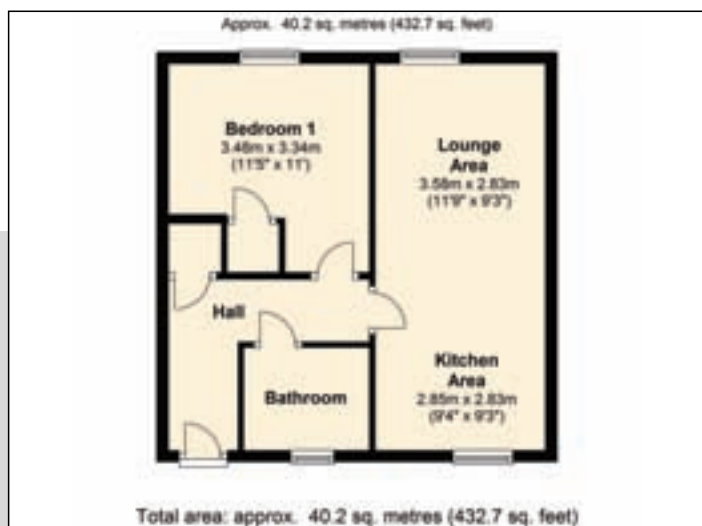
Driffield

YO25 6AW

Tel: 01377 241919



For further information and legal pack go to
www.auctionhouse.uk.net/hullandeastyorkshire



Energy Performance Certificate: EER - C(80)

Council Tax: The property is currently not listed for council tax in Band. We are informed that council tax is not payable if the property is let because it qualifies for small business relief. Purchasers should make their own enquiries to verify the status of the council tax for their own purpose.

Services: All mains services are connected to the property.

NB. Services, apparatus and equipment have not been tested by Auction House Hull & East Yorkshire and therefore cannot be verified as being in working order. The buyer is advised to obtain verification from their Solicitor/Surveyor.

Solicitors: Therese Kidman, Lambe corner & Co, 36 37 Bridge street, Hereford, HR4 9DJ. Tel: 01432 355301

Full Details: Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at www.auctionhouseuk.net. All published information is to aid identification of the property and is not to scale.

Description

A centrally heated and mainly double glazed first and second floor duplex apartment, being the upper two thirds of a mid -terraced house situated in a popular and convenient residential location. The property provides an excellent investment opportunity as it is considered capable for turning a gross income in the region of between £4,800 and £5,100 per annum.

Situation

St Johns Avenue runs between Quay Road and Bessingby Road with the subject property situated at the Bessingby Road end. It is therefore well placed for both Tesco's and Morrison's supermarket, the train station and the Bessingby Road retail estate.

Accommodation

Ground Floor: Communal Entrance

First Floor: Landing, Living Room, Kitchen, Bedroom One, Separate WC, Bathroom

Second Floor: Landing, Bedroom Two

Viewing:

Strictly by appointment with Auction House Hull and East Yorkshire. Driffield office 0845 400 9900.

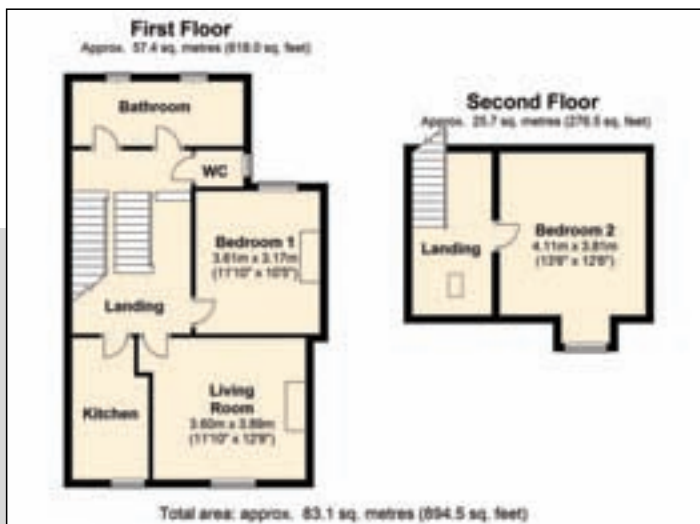
OPEN TO VIEW 29TH JUNE & 4TH JULY 12.00PM - 12.30PM

Joint Agent

Dee Atkinson & Harrison
56 Market Place
Driffield
YO25 6AW
Tel: 01377 241919



For further information and legal pack go to www.auctionhouse.uk.net/hullandeastyorkshire



Tenure: The property is held under leasehold title with a 99 year lease running from 1990. The annual ground rent is £25.

Energy Performance Certificate: EER - E(50)

Possession: Vacant possession will be given upon completion.

Council Tax: Council Tax is payable to the East Riding of Yorkshire Council. The property is currently shown as listed in Council Tax Band 'A'.

Services: All mains services are connected to the property.

NB. Services, apparatus and equipment have not been tested by Auction House Hull and East Yorkshire and therefore cannot be verified as being in working order. The buyer is advised to obtain verification from their Solicitor/Surveyor.

Solicitors: Murray Hills, King Street, Bridlington YO15 2DE. Tel: 01262 672249.

Full Details: Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at www.auctionhouseuk.net. All published information is to aid identification of the property and is not to scale.

Description

If it is character and charm you are looking for then Foxglove cottage is a must for viewing. The property has recently undergone a comprehensive remodel resulting in the creation of a well appointed home that provides approx 1765 sq ft of living accommodation. Having previously provided four bedrooms, the alterations have been tailored to the current owners style of living by creating two en-suite bedrooms on the first floor with the option of using the study on the ground floor as a third bedroom if required. Anyone requiring three first floor bedrooms could achieve this with minimal alteration.

The property is fully double glazed and is heated by a very efficient Scandinavian Electric panel heater system.

Situation

A detached house located within this East Coast village. Skipsea itself offers a basic range of local amenities and is situated approximately 9 miles from Bridlington, 5 miles from Hornsea and 12 miles from Driffield.

Accommodation

Ground Floor: Sitting Room, Living Room, Dining Area, Kitchen, Utility Room, Cloakroom, Bedroom Three/Office

First Floor: Landing, Master Bedroom, Dressing Room, En-Suite Bathroom, Bedroom Two, En-Suite Shower Room

Outside: To the front of the property is a gravel driveway providing off street parking and giving access to the attached double garage 17'5" x 15'1" with electric remote operated up and over door. To the rear of the property there is a fully enclosed area of landscaped garden which has been hardscaped for low maintenance and features well stocked borders, rose arch, trees and shrubs. Garden shed.

Viewing:

Strictly by appointment with Auction House Hull and East Yorkshire. Driffield office 0845 400 9900.

Joint Agent

56 Market place
Driffield
YO25 6LA
Tel: 01377 241919



For further information and legal pack go to
www.auctionhouse.uk.net/hullandeastyorkshire



Completion: Completion on this lot will be the 1st of October and not the usual 28 days.

Tenure: Freehold

Possession: Vacant possession will be given upon completion.

Energy Performance Certificate: EER - F(29)

Council Tax: Council Tax is payable to the East Riding of Yorkshire Council. The property is currently shown as listed in Council Tax Band 'D'

Services: Mains water, electricity and drainage are all connected to the property.

NB. Services, apparatus and equipment have not been tested by Auction House Hull and East Yorkshire and therefore cannot be verified as being in working order. The buyer is advised to obtain verification from their Solicitor/Surveyor.

Solicitors: Mr Tim Booth, Cooper, Wilkin and Chapman, The Hall, Laigate, Beverley HU17 8HL Tel: 01482 398 398.

Full Details: Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at www.auctionhouseuk.net. All published information is to aid identification of the property and is not to scale.

Description

A one bedroomed flat occupying the ground floor of this converted Victorian semi-detached house that is situated between the shopping centre and sea front of this East Yorkshire coastal town. The spacious accommodation includes two reception rooms and a garden room overlooking the private walled rear garden, which is exclusively owned by the property. Gas central heating and part upvc double glazed.

Situation

Hornsea is a small town on the East Coast well known for the Hornsea Freeport, a large out of town retail shopping village, and its mere. The town is about 18 miles from Hull and 13 miles from the market town of Beverley. The flat is within an old established residential area between the shopping centre and sea front.

Accommodation

Ground Floor: Hallway, Entrance Passage, Living Room, Bedroom, Dining/Day Room, Garden Room/Verandah, Lobby, Separate WC, Kitchen, Walk In Shower.

Outside: A walled forecourt has been gravelled. There is side pedestrian access to a pleasant walled garden which includes a concreted area and a gravelled patio with border. There is rear pedestrian access with a short cut route to the town centre shops.

Viewing:

Strictly by appointment with Auction House Hull and East Yorkshire. Beverley office 01482 866844.

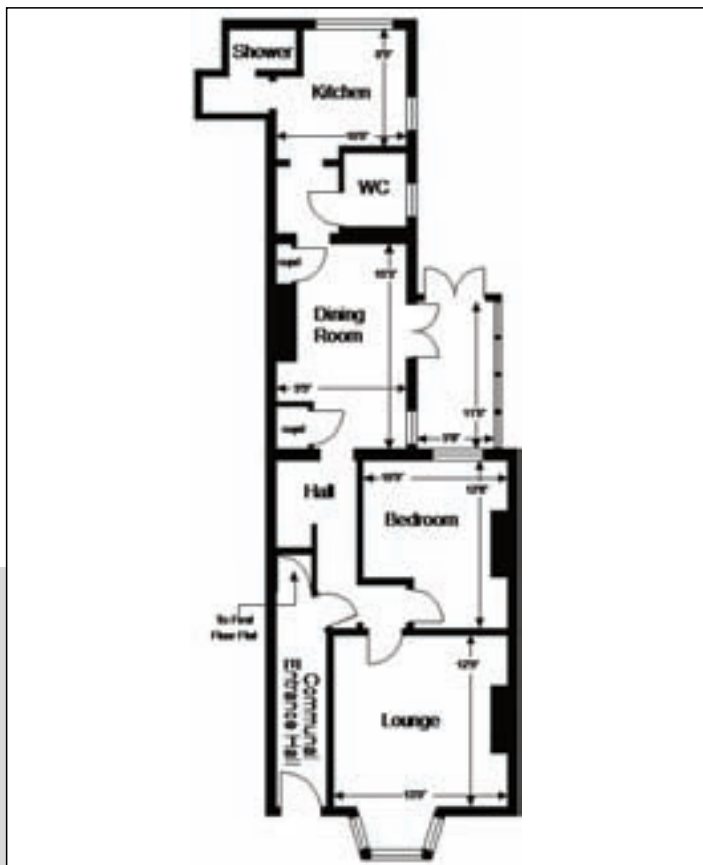
OPEN TO VIEW FRIDAY 28TH JUNE 6.00PM - 7.00PM

Joint Agent

Dee Atkinson & Harrison
11 Market Place
Beverley
HU17 8BB
Tel: 01482 866844



**For further information and legal pack go to
www.auctionhouse.uk.net/hullandeastyorkshire**



Tenure: Leasehold - 999 years commencing 1988.

Possession: Vacant possession will be given upon completion.

Energy Performance Certificate: EER - D(55)

Council Tax: Council Tax is payable to the East Riding of Yorkshire Council. The property is shown in the Council Tax Property Bandings List in Valuation Band 'A' (verbal enquiry only).

Services: All mains services are connected to the property.

NB. Services, apparatus and equipment have not been tested by Auction House Hull & East Yorkshire and therefore cannot be verified as being in working order. The buyer is advised to obtain verification from their Solicitor/Surveyor.

Solicitors: Miss M Oates, Forster Dean Ltd, Lancaster House 57/59 Albert Road, Widnes, Cheshire, WA8 6JS. Tel 0151 422 0982.

Full Details: Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at www.auctionhouse.uk.net. All published information is to aid identification of the property and is not to scale.

Description

Offered to Auction in a move-in condition this much improved semi-detached true bungalow has well maintained and presented front and rear gardens with private side drive to garage. There is replacement double glazing throughout and gas fired central heating.

The bungalow would prove ideal for a variety of purchasers including; retiring couples or single occupancy.

The kitchen and shower room fittings are also of modern standard.

Situation

Sherwood Drive is situated off Colville Avenue within the Anlaby Common area on the Western outskirts of the City of Hull. There is a good selection of shops and restaurants located on Hull Road, Anlaby Common and excellent local transportation is also available to Hull City Centre and the nearby Village of Anlaby, which offers a further range of supermarkets and leisure centre.

Accommodation

Ground Floor: Entrance Hall, Lounge, Breakfast Kitchen, Rear Lobby, Bedroom One, Bedroom Two, Shower Room.

Outside: To the front of the property is a garden area with side driveway (with restricted access) leading down to the rear gardens which are again mainly laid to lawn and well tended and having a single garage.

Viewing:

Strictly by appointment with Auction House Hull and East Yorkshire. Hessele office 01482 644515.

OPEN TO VIEW 29TH JUNE 1.00PM to 2.00PM

Joint Agent

Dee Atkinson & Harrison
6 Hull Road
Hessele
HU13 0AH
Tel: 01482 644515



**For further information and legal pack go to
www.auctionhouse.uk.net/hullandeastyorkshire**



Tenure: Freehold

Possession: Vacant possession will be given upon completion.

Energy Performance Certificate: EER - D(67)

Council Tax: Council Tax is payable to the East Riding of Yorkshire Council. The property is currently shown as listed in Council Tax Band 'C'

Services: All mains services are connected to the property.

NB. Services, apparatus and equipment have not been tested by Auction House Dee Atkinson & Harrison and therefore cannot be verified as being in working order. The buyer is advised to obtain verification from their Solicitor/Surveyor.

Solicitors: Mr Tom Scott, Ingrams Solicitors, Estuary Business Park, Henry Boot Way, Priory Park East, Hull HU4 7DY. Tel 01482 358850

Full Details: Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at www.auctionhouse.uk.net. All published information is to aid identification of the property and is not to scale.

Description

A traditional style bay windowed end terrace house extended to the rear suitable as an investment property or ideal for the first time buyer. The property has gas fired central heating and partial replacement double glazing together with a forecourt garden and an enclosed yard to the rear with store. The two bedroom accommodation has a ground floor kitchen and bathroom extension to the rear together with a spacious lounge and open plan dining area.

Situation

Gloucester Street is a cul-de-sac position in the Gipsyville area of Hull on the Western outskirts of the City. Gipsyville has a variety of shopping and recreational facilities situated on Hesse High Road within a short distance from the property together with regular bus services to both Hull City Centre and Hesse lying to the West. There is also easy vehicular access to the A63 and Humber Bridge.

Accommodation

Ground Floor: Entrance Porch, Lounge Open Plan to Dining Area, Kitchen, Ground Floor Bathroom.

First Floor: Landing, Bedroom One, Bedroom Two.

Outside: Forecourt, Enclosed Rear Yard with Store

Viewing:

Strictly by Appointment through Auction House Hull and East Yorkshire, Hesse Office 01482 644515.

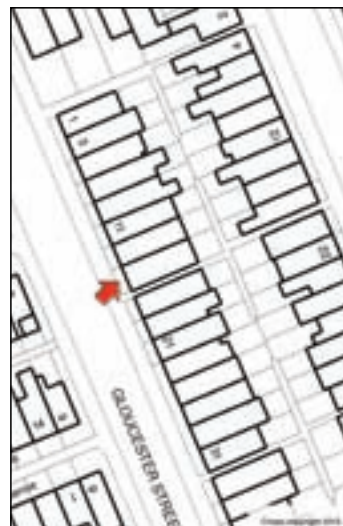
OPEN TO VIEW 29TH JUNE 10.00AM - 11.00AM

Joint Agent

Dee Atkinson & Harrison
56 Market Place
Driffield
YO25 6AW
TEel: 01377 241919



For further information and legal pack go to
www.auctionhouse.uk.net/hullandeastyorkshire



Tenure: Freehold

Possession: Vacant possession will be given upon completion.

Council Tax: Council tax is payable to Hull City Council. The property is currently listed in the Council Tax Property Bandings List 'A'.

Services: All mains services are connected to the property.

NB. Services, apparatus and equipment have not been tested by Auction House Hull and East Yorkshire and therefore cannot be verified as being in working order. The buyer is advised to obtain verification from their Solicitor/Surveyor.

Solicitors: GPB Solicitors, GPB House, Arden Court, Arden Street, Stratford-upon-Avon, CV37 6NT. Tel: 01789 261131.

Full Details: Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at www.auctionhouseuk.net. All published information is to aid identification of the property and is not to scale.

Description

A substantial bay windowed end terrace house requiring a program of internal modernisation and improvement. The property has undergone external works including: modern concrete pan tiled re-roofing and replacement double glazing. The house has solid fuel central heating together with a forecourt garden and paved rear yard with shed and pedestrian access.

The house would prove ideal for a developer/investor or provides a project property for an enthusiastic first time buyer.

Situation

Rosmead Street situated off Newbridge Road is an established and sought after residential location on the Eastern outskirts of the City of Hull. There is an excellent variety of shopping and recreational facilities situated on Holderness Road which is a short distance from the property, which also provides regular bus services to both Hull City Centre and the Coastal Towns of Aldbrough and Hornsea.

There is also good Primary and Secondary Schooling within the vicinity.

Accommodation

Ground Floor: Storm Porch, Entrance Hall with Staircase to the First Floor Level, Through Lounge/Dining Room, Kitchen.

First Floor: Landing, Bedroom One, Bedroom Two, and Bathroom.

Outside: Forecourt and an enclosed rear yard with pedestrian access.

Viewing:

Strictly by appointment with Auction House Hull and East Yorkshire. Hessele office 0845 400 9900

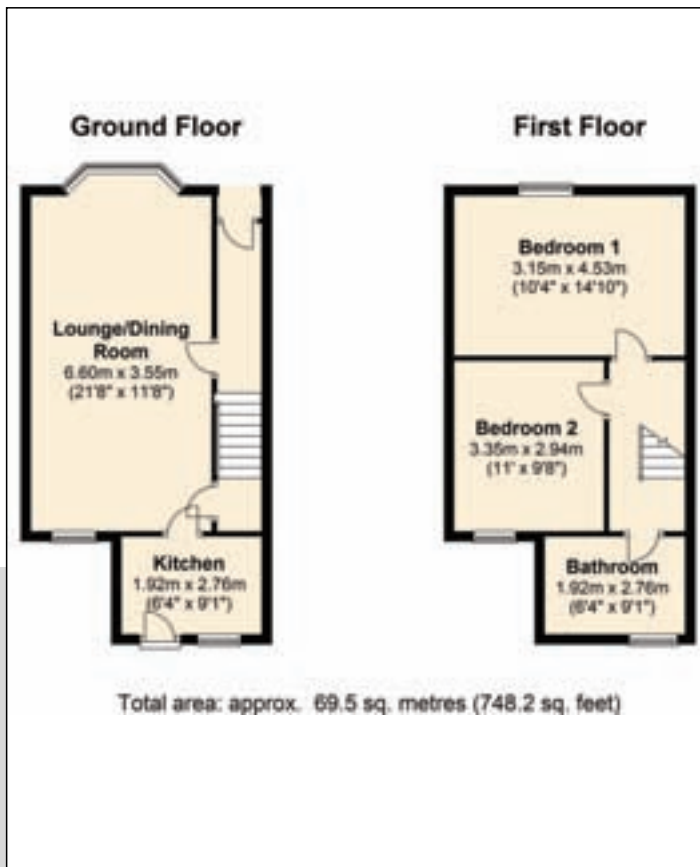
OPEN TO VIEW 29TH JUNE 10.00AM - 11.00AM

Joint Agent:

Dee Atkinson and Harrison
6 Hull Road
Hessele
HU13 0AH
Tel: 01482 644515



**For further information and legal pack go to
www.auctionhouse.uk.net/hulandeastyorkshire**



Tenure: The property is Freehold. For further information please contact Dee Atkinson and Harrison's offices.

Possession: Vacant possession will be given upon completion.

Energy Performance Certificate: EER - F(34)

Council Tax: Council tax is payable to Hull City Council. The property is currently listed in the Council Tax Property Bandings List 'A'.

Services: Mains electricity, water and drainage services are connected to the property. There is no gas supply to the property. None of the services or installations have been tested.

NB. Services, apparatus and equipment have not been tested by Auction House Hull and East Yorkshire and therefore cannot be verified as being in working order. The buyer is advised to obtain verification from their Solicitor/Surveyor.

Solicitors: Mr Geoff Davis, Sandersons Solicitors, 17 - 19 Parliament Street, Hull, East Yorkshire HU1 2BH

Full Details: Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at www.auctionhouse.uk.net. All published information is to aid identification of the property and is not to scale.

Description

This self-contained first floor apartment offers spacious accommodation which would prove ideal for a variety of purchasers including: first time buyers, retired couples, single occupancy or an ideal investment opportunity.

The apartment requires a degree of improvement and modernisation and offers – lounge, two good size double bedrooms, bathroom and kitchen facilities.

The apartment is surrounded by communal gardens and boasts to the rear – a brick constructed single garage.

Situation

Weston Court was constructed in the 1970's, situated on Westlands Road in the Western suburbs of the City of Hull. There are an excellent variety of local shopping situated on Willerby Road together with a Public House and regular bus services to Hull City Centre. Willerby Square, situated in a Westerly direction, provides further local facilities, together with easy vehicular access to the Humber link road, A63 and general motorway network together with the Humber Bridge.

Accommodation

Ground Floor: Entrance Hall and staircase to the first floor.

First Floor: Landing, Lounge, Inner Hallway with storage areas, Kitchen, Bedroom One, Bathroom and Bedroom Two.

Outside: Weston Court benefits from communal mainly lawned gardens with vehicular access to a brick constructed single garage.

Viewing:

Strictly by appointment with Auction House Hull & East Yorkshire. Hessele office 01482 644515.

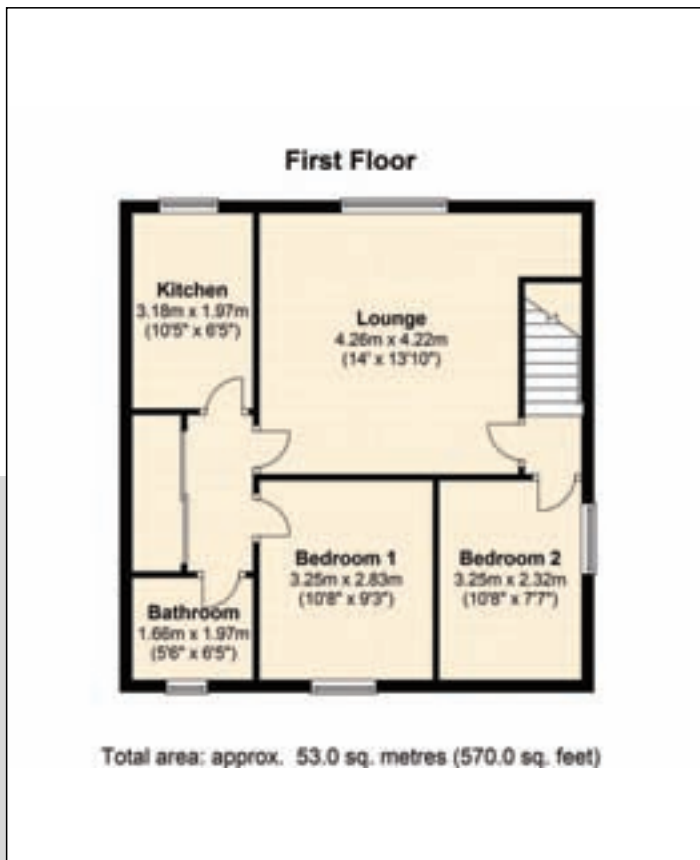
OPEN TO VIEW 29TH JUNE | 11.30 AM - 12.30PM

Joint Agent

Dee Atkinson & Harrison
6 Hull Road
Hessele
HU13 0AH
TEL: 01482 644515



For further information and legal pack go to www.auctionhouse.uk.net/hullandeastyorkshire



Tenure: Leasehold.

Possession: Vacant possession will be given upon completion.

Energy Performance Certificate: EER - F (34)

Council Tax: Council tax is payable to Hull City Council. The property is currently listed in the Council Tax Property Bandings List 'A'.

Services: Mains electric, water and drainage services are connected to the property. None of the services or installations have been tested.

NB. Services, apparatus and equipment have not been tested by Auction House Hull & East Yorkshire and therefore cannot be verified as being in working order. The buyer is advised to obtain verification from their Solicitor/Surveyor.

Solicitors: Mrs Jennie Bell, Graham & Rosen 8 Parliament Street, Hull, East Riding of Yorkshire, HU1 2BB Tel: 01482 323123

Full Details: Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at www.auctionhouseuk.net. All published information is to aid identification of the property and is not to scale.

Description

This substantial end terrace house provides spacious four/five bedroom accommodation which would be an excellent family home.

Alternatively it would prove ideal for a discerning investor or property developer to convert to self-contained flats subject to all necessary planning and regulation approval.

The house boasts gas fired central heating together with full replacement double glazing. There is a modern high gloss fronted kitchen and first floor bathroom with three piece coloured suite.

Situation

The property forms part of a parade of mixed houses/retail units fronting Holderness Road within close vicinity to the Morrisons Superstore and opposite the Farm Foods Outlet. There are further shops at the junction of Holderness Road and Ings Road together with a choice of Public Houses within the vicinity.

East Park, which is also situated off Holderness Road, is within a comfortable walking distance. There are regular bus services to Hull City Centre and in an Easterly direction to the coastal towns of Aldbrough and Hornsea.

Accommodation

Ground Floor: Storm Porch, Entrance Hall, Lounge, Dining Room, Rear Hallway Area, Kitchen.

First Floor: Landing, Inner Landing Area, Bedroom One, Bedroom Two, Bedroom Three, Bedroom Four, Box Room and Bathroom.

Outside: To the front of the property is a concrete courtyard area and attached to the rear of the house is a brick constructed triple garage with twin doors and light and power provided.

(It should be noted by potential purchasers that the access to the garage is via a shared driveway with The Willows Sports and Social Club and any purchaser should make themselves satisfied that there is a right of access to the garaging across this shared access. This information can be obtained from the on line Legal Pack or by enquiring directly with Dee Atkinson & Harrison's offices.)

Viewing:

Strictly by appointment through Auction House Hull and East Yorkshire 0845 400 9900.

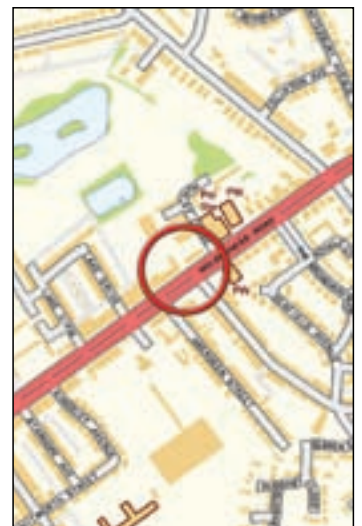
OPEN TO VIEW 29TH JUNE 11.30AM - 12.30PM

Joint Agent

Dee Atkinson & Harrison
6 Hull Road
Hessle
HU13 0AH
Tel: 01482 644515



**For further information and legal pack go to
www.auctionhouse.uk.net/hullandeastyorkshire**



Tenure: Freehold

Possession: Vacant possession will be given upon completion.

Council Tax: Council Tax is payable to the Hull City Council. The property is shown in the Council Tax Property Bandings List in Valuation Band 'C' (verbal enquiry only).

Energy Performance Certificate: EER - E(50)

Services: All mains services are connected to the property.

NB. Services, apparatus and equipment have not been tested by Auction House Dee Atkinson & Harrison and therefore cannot be verified as being in working order. The buyer is advised to obtain verification from their Solicitor/Surveyor.

Solicitors: Mr John Rose, Robert Rose Partnerships, 10 Peacock Lane, Leicester, LE1 5PX. Tel: 0116 2515120

Full Details: Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at www.auctionhouseuk.net. All published information is to aid identification of the property and is not to scale.

Description

A substantial three storey Victorian end house which has been converted to provide five self contained letting units. The property is fully occupied with long term tenants and at the time of going to press produces a Gross Rental of £15,220 per annum with the tenants being responsible for payment of council tax, electricity and water rates. The property has a gas fired central heating system that provides radiator heating to all five flats and for ease of maintenance the landlord is currently paying the gas bill at an approximate annual cost of £2,000. Provision is in place for individual supplies to each flat if required. The units are let on Periodic Assured Tenancies.

Situation

This part of Boulevard has recently been refurbished under a Council improvement scheme with renovations being carried out to the front elevations and forecourts to the property. Boulevard is situated between Hessele Road and Anlaby Road. The Boulevard is a busy district to the West of the City Centre, close to the KC Stadium and the Hull Royal Infirmary. An excellent range of shops and amenities are available nearby on Hessele Road.

Accommodation

Four of the apartments are accessed from a communal entrance and landing area. The rear ground floor unit has a private entrance from a side vehicular access.

Ground Floor: Flat One - Kitchen/Living Room, Double Bedroom, Shower Room/WC. Current rent £55 per week.

Flat Two - Kitchen, Living Room, Shower Room, Double Bedroom. Current rent £270 per calendar month.

First Floor: Flat Three - Hall, Living Room, Kitchen, Bathroom, Double Bedroom. Current rent £260 per calendar month.

Flat Four - Hall, Living Room, Kitchen Area, Double Bedroom, Bathroom. Current rent £240 per calendar month.

Second Floor: Flat Five - Living Room, Kitchen Area, Double Bedroom, Bathroom. Current rent £260 per calendar month.

Viewing:

Strictly by appointment with Auction House Hull and East Yorkshire. Hessele office 01482 644515.

Joint Agent

Dee Atkinson & Harrison
6 Hull Road
Hessele
HU13 0AH
Tel: 01482 644515



For further information and legal pack go to
www.auctionhouse.uk.net/hullandeastyorkshire



Tenure: We understand the property to be freehold and is sold subject to the current periodic tenancies.

Council Tax: Council Tax is payable to the Hull City Council. The flats are individually assessed and are shown in the Council Tax Property Bandings List in Valuation Band 'A'.

Energy Performance Certificate: EER - Flat 1 - E(47), Flat 2 - D(63), Flat 3 - C(69), Flat 4 - D(65), Flat 5 - E(64)

Services: All mains services are connected to the property.

NB. Services, apparatus and equipment have not been tested by Auction House Hull & East Yorkshire and therefore cannot be verified as being in working order. The buyer is advised to obtain verification from their Solicitor/Surveyor.

Solicitors: Chris Denton, Crossfell, Burley In Wharfedale, Ilkley, West Yorkshire, LS29 7NG. Tel: 01943 607828.

Full Details: Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at www.auctionhouseuk.net. All published information is to aid identification of the property and is not to scale.

Description

This semi detached house is one of an individual pair in a quiet part of this pretty village. The property has its original specification and the current basic three bedroomed accommodation is in need of an extensive and complete programme of cosmetic improvement and upgrading. This represents a great opportunity to developers and private buyers looking for a project in a popular and very accessible residential location with good access to the A63 west of Hull.

Situation

Brantingham lies at the foot of the Yorkshire Wolds which provide an attractive setting of woodlands and hillside that border the village. The house is on the edge of the village at the foot of Brantingham Dale, with hillside walks almost from the door! The village is about 11 miles west of the city of Hull and includes a local public house and restaurant. Nearby Elloughton & Brough provide a comprehensive range of local shops, schooling and recreational facilities with prominent golf and rugby union clubs. The mainline railway station at Brough is only about 2.5 miles distant and access onto the nearby A63 is closer. This connects Hull with the M62 and leads to the Humber Bridge giving access to the south and Humberside airport.

Accommodation

Ground Floor: Entrance Hall, Living Room, Kitchen, Side Entrance Lobby, Separate WC

First Floor: Landing, Bedroom One, Bedroom Two, Bedroom Three, Bathroom/WC

Outside: Integral Coal House. Lawned gardens to the front, side and rear of the house include shrubs and trees. There is a private driveway with parking spaces at the side of the property and the sale includes the right for the purchaser to occupy two allocated spaces for the parking of private motorcars only, subject to payment towards the cost of maintaining the driveway and parking area which will be in accordance with use. The location of the parking spaces is identified by pink shading on the site plan.

Viewing:

Strictly by appointment with Auction House Hull and East Yorkshire. Beverley office 01482 866844.

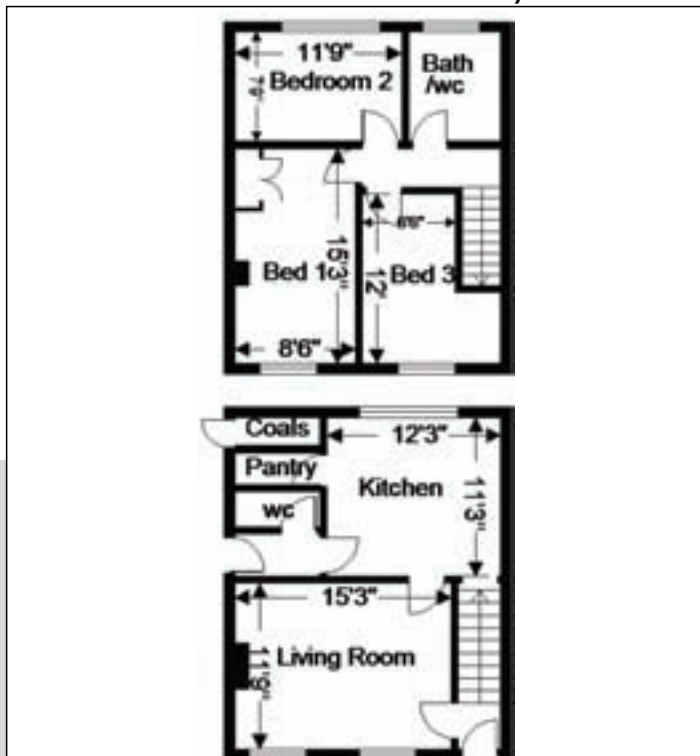
OPEN TO VIEW 28TH JUNE 4.45PM - 5.30PM

Joint Agent

Dee Atkinson and Harrison
11 Market Place
Beverley
HU17 8BB
Tel: 01482 866844



For further information and legal pack go to
www.auctionhouse.uk.net/hullandeastyorkshire



Tenure: Freehold

Possession: Vacant possession will be given upon completion.

Energy Performance Certificate: EER - G(14)

Council Tax: Council Tax is payable to the East Riding of Yorkshire Council. The property is shown in the Council Tax Property Bandings List in Valuation Band 'C'.

Services: Mains water, electricity and drainage. None of the services or installations have been tested.

NB. Services, apparatus and equipment have not been tested by Auction House Dee Atkinson & Harrison and therefore cannot be verified as being in working order. The buyer is advised to obtain verification from their Solicitor/Surveyor.

Solicitors: Ms Claire Douglas, Rollits Solicitors, Wilberforce Court, High Street, Hull, HU1 1YJ, Telephone: 01482 337260.

Full Details: Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at www.auctionhouse.uk.net. All published information is to aid identification of the property and is not to scale.

BUYING AT AUCTION?

WE HAVE FAST, FLEXIBLE
& AFFORDABLE FUNDING
SOLUTIONS TO SUIT YOU.

SPECIALIST AUCTION FUNDING
FROM **£25k TO £1m, WITH**
MARKET LEADING TERMS

- | | |
|--------------------------------|--|
| NO Upfront Fees | YES Refurbishment Projects |
| NO Extension Fees | YES Own Home Purchase |
| NO Exit Fees | YES FSA Approved |
| NO Expiry Fees | YES Funds in 7 days |
| NO Redemption Fees | YES 1-12 month facilities |
| NO HIDDEN COSTS! | YES INVESTMENT & PERSONAL PURCHASE |



bridging **finance**
solutions

in association with



☎ 0844 225 7554

info@bridgingfinance-solutions.co.uk

www.bridgingfinance-solutions.co.uk



Call today for a quick decision on funding

BFS Home Loans Ltd. is authorised and regulated by the Financial Services Authority
in respect of Regulated Mortgage Contracts No. 563325.

YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE.



The UK's No.1* Residential Auctioneer

Now a TOP 5† performing Commercial Auctioneer

- 🏠 30 Auction Rooms
- 🏠 165 Auctions programmed for 2013
- 🏠 Selling over 2,000 Lots this Year
- 🏠 Over 80%** Success Rate
- 🏠 Most Successful Regional Auctioneer
- 🏠 Auction Experts for Residential, Land, Mixed Use & Investments
- 🏠 Expanding Commercial Auctions Service
- 🏠 Market Leaders in Many Areas
- 🏠 Buyers Database of over 60,000
- 🏠 Local, Well Known, Trusted & Respected

* Based on residential lots sold Jan 2012 to Dec 2012.

** Average 80.7% success rate Jan 2011 to Dec 2012.

† Based on Commercial and Mixed Use lots sold Jan 2012 to Dec 2012.



Selling more properties at better prices through regional auction rooms.

Non-Attending Bid or Telephone Bid

Please also sign and return the reverse side of this form



AUTHORISATION FOR BIDDING BY PROXY OR TELEPHONE

Name _____

Name of Company (if applicable) _____

Of (address) _____

_____ Postcode _____

Tel: _____ Mobile: _____

Hereby authorise Auction House to bid on my behalf by proxy / telephone (delete as applicable) bid for the property detailed below.

I confirm that I have read and understood the General Conditions of Sale and signed the Conditions of Bidding by Proxy or Telephone set out overleaf.

PROPERTY AND BID DETAILS

Lot No. _____ Property Address _____

My maximum bid (proxy bids only) will be: £ _____

(amount in words) _____

DEPOSIT (tick as applicable)

I attach a cheque for 10% of my proxy bid or £3000, whichever is the greater, plus £250.00 (incl. VAT) Administration Charge

OR

I attach a blank cheque to be completed by the Auctioneer if my bid is successful, within which he will include £250.00 (incl. VAT) Administration Charge

My cheque of £ _____ is made payable to AUCTION HOUSE

(amount if applicable)

SOLICITORS

My solicitors are _____

Of (address) _____

_____ Postcode _____

Tel _____ Person Acting _____

If my bid is successful, I authorise the Auctioneer to sign the Memorandum of Sale on my behalf and recognise that I will be the legally bound purchaser of the property referred to above and must complete the purchase of the property within the time specified in the General/Special Conditions of Sale.

Signed _____ Date _____

PLEASE MARK THE ENVELOPE EITHER PROXY OR TELEPHONE BID

TERMS AND CONDITIONS FOR TELEPHONE BIDS AND BIDDING BY LETTER

Anyone not able to attend the auction and wishing to make a bid for any property,
do so on the following terms and conditions:

1. The bidder must complete a separate authority form for each Lot involved, and provide a bankers draft, solicitor's client's account cheque or personal cheque for 10% of the maximum amount of the bid for each Lot. Please note the minimum deposit for any bid is £3,000 PER LOT. We will require proof of identity in the form of a driving licence or passport and a utility bill.
2. The form must be sent to, or delivered to: Written & Telephone Bids Auction House Dee Atkinson & Harrison, 56 Market Place, Drifffield, East Yorkshire to arrive before 6pm two working days prior to the start of the auction. It is the bidders responsibility to check that the form is received by Auction House and this can be done by telephoning the office.
3. In the case of a telephone bid the prospective purchaser should provide a blank cheque which the Auctioneer will complete on behalf of the prospective purchaser if the prospective purchaser is successful in purchasing the relevant property for 10% of the purchase price, plus the buyers premium or in accordance with the General or Special Conditions of Sale relating to the lot.
4. The bidder shall be deemed to have read the "Important Notice to be read by all bidders"; the particulars of the relevant Lot in the catalogue the general and special conditions of sale. The bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum of any amendments relating to the relevant Lot. Announcements can and should be checked by bidders on the day before the auction. However, the Auctioneers will advise the bidders of any announcements as soon as possible prior to the Auction.
5. In the case of a written bid, Auction House staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted, Auction House reserve the right not to bid.
6. Auction House reserve the right not to bid on behalf of written bidders, in the event of any error, doubt, omission, uncertainty as to the bid, or for any reason whatsoever and give no warranty, or guarantee, that a bid would be made on behalf of the bidder and accept no liability.
7. In the event that the written or telephone bid is successful, the Auctioneer will sign the Memorandum of the Contract on behalf of the bidder (a Contract would have been formed on the fall of the hammer).
8. In the event of a Contract, the deposit monies will be applied so far as necessary to meet the requirement for a 10% deposit (minimum £3,000) and the balance of the deposit (if any) will be held by the vendors solicitor pending completion. An Administration charge of £250.00 (incl. VAT) should be added to the deposit cheque or a separate cheque should be made payable to Auction House Dee Atkinson & Harrison.
9. In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
10. The Auctioneer will make no charge to a prospective purchaser for this service and will accept no liability whatsoever for any bid not being made on behalf of the prospective purchaser whether through lack of clarity of instructions or for any other reason whatsoever. Prospective telephone purchasers will not hold Auction House liable for any loss or claims relating to the telephone bidding system. The prospective purchaser will be advised if the relevant lot has been successfully purchased on his behalf as soon as possible after the auction. Where the lot has not been purchased the prospective purchaser will be notified by post and the deposit returned as soon as reasonably possible.
11. Once delivered to the Auctioneers, the authority to bid is binding on the bidder on the day on which the particular Lot is auctioned. This is to allow for the possibility of a Vendor agreeing to sell post auction where the bidding has not reached the reserve.
12. The authority can only be withdrawn by notification in writing delivered to Auction House at their office two hours before the start of the auction on the day the relevant Lot is scheduled to be auctioned, or by delivery into the hands of the Auctioneer in the auction room half-an-hour before the start of that day's auction. It is the bidders responsibility to obtain a receipt on a copy of the withdrawal notification signed by one of the Auctioneers and without such a receipt the authority stands, any successful Contract is binding on the bidder.
13. If the bidder, or an agent, actually bids at the auction without having previously withdrawn the authority, the Auctioneer is at liberty to accept such bid in addition to any bid from Auction House staff as empowered under the written authority. Auction House will have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
14. Prospective purchasers are advised in respect of telephone bids should they become disconnected during bidding or are unobtainable, Auction House will not be held responsible or liable for any loss suffered in respect thereof.

I hereby confirm that I have read and understood the above terms and conditions to bid by letter.

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

Please sign this page and ensure the form overleaf is completed.

Lot No: Price:

Property Address:
.....

Name of Vendor:
Address of Vendor:
.....
.....
Postcode:
Telephone:

Name of Purchaser:
Address of Purchaser:
.....
.....
Postcode:
Telephone:

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

Purchase Price: £ Balance: £

Deposit: £ Completion Date:

We acknowledge receipt of the deposit in the form of

Signed: **Date:**
(Authorised Agent for Vendor)

Signed: **Date:**
(The Purchaser)

Vendors Solicitor:
Address of Solicitor:
.....
.....
Postcode:
Telephone:

Purchasers Solicitor:
Address of Solicitor:
.....
.....
Postcode:
Telephone:

* For the purpose of this contract, the conditions of sale include the three sections of the RICS Common Auction Conditions, the Glossary, Conduct of the Auction and the General Conditions.

In addition and at the same time, the purchaser is required to pay by cheque to the Auctioneer an Administration Charge of £250.00 (incl.VAT)

Common Auction Conditions (Edition 3)

REPRODUCED WITH THE CONSENT OF THE RICS

INTRODUCTION

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

GLOSSARY

The glossary gives special meanings to certain words used in both sets of conditions..

AUCTION CONDUCT CONDITIONS

The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who has a catalogue, or who attends or bids at the auction. They cannot be changed without the auctioneer's agreement.

SALE CONDITIONS

The Sale Conditions govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum.

IMPORTANT NOTICE

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

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

The conditions assume that the buyer has acted like a prudent buyer.

If you choose to buy a lot without taking these normal precautions you do so at your own risk.

GLOSSARY

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

Wherever it makes sense:

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

Actual completion date

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

Addendum

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

Agreed completion date

Subject to condition G9.3:

- (a) the date specified in the special conditions; or
 - (b) if no date is specified, 20 business days after the contract date;
- but if that date is not a business day the first subsequent business day.

Approved financial institution

Any bank or building society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the auctioneers.

Arrears

Arrears of rent and other sums due under the tenancies and still outstanding on the actual completion date.

Arrears schedule

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

Auction

The auction advertised in the catalogue.

Auction conduct conditions

The conditions so headed, including any extra auction conduct conditions.

Auctioneers

The auctioneers at the auction.

Business day

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

Buyer

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

Catalogue

The catalogue to which the conditions refer including any supplement to it.

Completion

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

Condition

One of the auction conduct conditions or sales conditions.

Contract

The contract by which the seller agrees to sell and the buyer agrees to buy the lot.

Contract date

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

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

Documents

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

Financial charge

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

General conditions

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

Interest rate

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

Lot

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

Old arrears

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

Particulars

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

Practitioner

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

Price

The price that the buyer agrees to pay for the lot.

Ready to complete

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

Sale conditions

The general conditions as varied by any special conditions or addendum.

Sale memorandum

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

Seller

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

Special conditions

Those of the sale conditions so headed that relate to the lot.

Tenancies

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

Tenancy schedule

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

Transfer

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax.

We (and us and our)

The auctioneers.

You (and your)

Someone who has a copy of the catalogue or who attends or bids at the auction, whether or not a buyer.

AUCTION CONDUCT CONDITIONS

A1 Introduction

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

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

A2 Our role

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

- (a) prepare the catalogue from information supplied by or on behalf of each seller;
- (b) offer each lot for sale;
- (c) sell each lot;
- (d) receive and hold deposits;
- (e) sign each sale memorandum; and
- (f) treat a contract as repudiated if the buyer fails to sign a sale memorandum or pay a deposit as required by these auction conduct conditions.

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

Common Auction Conditions (Edition 3)

REPRODUCED WITH THE CONSENT OF THE RICS

- A4.2 If the **special conditions** do not contain a description of the **lot**, or simply refer to the relevant **lot** number, you take the risk that the description contained in the **particulars** is incomplete or inaccurate, as the **particulars** have not been prepared by a conveyancer and are not intended to form part of a legal contract.
- A4.3 The **particulars** and the **sale conditions** may change prior to the **auction** and it is **your** responsibility to check that **you** have the correct versions.
- A4.4 If **we** provide information, or a copy of a document, provided by others **we** do so only on the basis that **we** are not responsible for the accuracy of that information or document.
- A5 The contract**
- A5.1 A successful bid is one **we** accept as such (normally on the fall of the hammer). This **condition A5** applies to **you** if **you** make the successful bid for a **lot**.
- A5.2 **You** are obliged to buy the **lot** on the terms of the **sale memorandum** at the **price** you bid plus **VAT** (if applicable).
- A5.3 **You** must before leaving the **auction**:
- 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**);
 - sign the completed **sale memorandum**; and
 - pay the deposit.
- A5.4 If **you** do not **we** may either:
- 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
 - sign the **sale memorandum** on **your** behalf.
- A5.5 The deposit:**
- is to be held as stakeholder where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**, but otherwise is to be held as stated in the **sale conditions**; and
 - 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:
- you** are personally liable to buy the **lot** even if **you** are acting as an agent; and
 - you** must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.
- A5.8 Where the **buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**.
- A6 Extra Auction Conduct Conditions**
- A6.1 Despite any **special condition** to the contrary the minimum deposit **we** accept is £3,000 (or the total **price**, if less). A **special condition** may, however, require a higher minimum deposit.
- ## GENERAL CONDITIONS OF SALE
- Words in **bold type** have special meanings, which are defined in the Glossary
- G1. THE LOT**
- G1.1 The **lot** (including any rights to be granted or reserved, and any exclusions from it) is described in the **special conditions**, or if not so described the **lot** is that referred to in the **sale memorandum**.
- G1.2 The **lot** is sold subject to any **tenancies** disclosed by the **special conditions**, but otherwise with vacant possession on **completion**.
- G1.3 The **lot** is sold subject to all matters contained or referred to in the **documents**, but excluding any **financial charges**; these the **seller** must discharge on or before **completion**.
- G1.4 The **lot** is also sold subject to such of the following as may affect it, whether they arise before or after the **contract date** and whether or not they are disclosed by the **seller** or are apparent from inspection of the **lot** or from the **documents**:
- matters registered or capable of registration as local land charges;
 - matters registered or capable of registration by any competent authority or under the provisions of any statute;
 - notices, orders, demands, proposals and requirements of any competent authority;
 - charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
 - rights, easements, quasi-easements, and wayleaves;
 - outgoings and other liabilities;
 - any interest which overrides, within the meaning of the Land Registration Act 2002;
 - matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the **buyer** has made them; and
 - anything the **seller** does not and could not reasonably know about.
- G1.5 Where anything subject to which the **lot** is sold would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against that liability.
- G1.6 The **seller** must notify the **buyer** of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the **contract date** but the **buyer** must comply with them and keep the **seller** indemnified.
- G1.7 The **lot** does not include any tenant's or trade fixtures or fittings.
- G1.8 Where chattels are included in the **lot** the **buyer** takes them as they are at **completion** and the **seller** is not liable if they are not fit for use.
- G1.9 The **buyer** buys with full knowledge of:
- the **documents**, whether or not the **buyer** has read them; and
 - 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** conveyancer's 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:
- any minimum deposit stated in the **auction conduct conditions** (or the total **price**, if this is less than that minimum); and
 - 10% of the **price** (exclusive of any **VAT** on the **price**).
- G2.2 The deposit
- 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
 - 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 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 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:
- produce to the **buyer** on request all relevant insurance details;
 - pay the premiums when due;
 - if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
 - at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;
 - 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
 - (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim;
- and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.
- 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.
- G3.4 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:
- The **buyer** may raise no requisition on or objection to any of the **documents** that is made available before the **auction**.
 - 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.
 - If the **lot** is not registered land the **seller** is to give to the **buyer** within five **business days** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the **buyer** the original or an examined copy of every relevant **document**.
 - If title is in the course of registration, title is to consist of certified copies of:
 - the application for registration of title made to the land registry;
 - the **documents** accompanying that application;
 - evidence that all applicable stamp duty land tax relating to that application has been paid; and
 - a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the **buyer**.
 - 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):
- 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
 - the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.
- G4.4 The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.
- 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**:
- the **buyer** must supply a draft **transfer** to the **seller** at least ten **business days** before the **agreed completion date** and the **seller** must sign and gross the deed by the **buyer** if **condition G5.2** applies) five **business days** before that date or (if later) two **business days** after the draft has been approved by the **seller**; and
 - 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:
- direct transfer to the **seller's** conveyancer's client account; and
 - 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.

Common Auction Conditions (Edition 3)

REPRODUCED WITH THE CONSENT OF THE RICS

- 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 ten **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 requires.
- G9.3 The **agreed completion date** is not to be earlier than the date five **business days** after the **seller** has given notice to the **buyer** that licence has been obtained.
- G9.4 The **seller** must:
- (a) use all reasonable endeavours to obtain the licence at the **seller's** expense; and
 - (b) enter into any authorised guarantee agreement properly required.
- G9.5 The **buyer** must:
- (a) promptly provide references and other relevant information; and
 - (b) comply with the landlord's lawful requirements.
- G9.6 If within three months of the **contract date** (or such longer period as the **seller** and **buyer** agree) the licence has not been obtained the **seller** or the **buyer** may (if not then in breach of any obligation under this **condition G9**) by notice to the other terminate the **contract** at any time before licence is obtained. That termination is without prejudice to the claims of either **seller** or **buyer** for breach of this **condition G9**.
- G10. INTEREST AND APPORTIONMENTS**
- G10.1 If the **actual completion date** is after the **agreed completion date** for any reason other than the **seller's** default the **buyer** must pay interest at the **interest rate** on the **price** (less any deposit paid) from the **agreed completion date** up to and including the **actual completion date**.
- G10.2 Subject to **condition G11** the **seller** is not obliged to apportion or account for any sum at **completion** unless 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; and
 - (c) where the amount to be apportioned is not known at **completion** apportionment is to be made by reference to a reasonable estimate and further payment is to be made by **seller** or **buyer** as appropriate within five **business days** of the date when the amount is known.
- 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 instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding **completion**.
- 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 part 3 of 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 or other consideration to be given, the payer must also pay any **VAT** that is chargeable on that money or consideration, but only if given a valid **VAT** invoice.
- G14.2 Where the **special conditions** state that no **VAT option** has been made the **seller** confirms that none has been made by it or by any company in the same **VAT** group nor will be prior to **completion**.
- G15. TRANSFER AS A GOING CONCERN**
- G15.1 Where the **special conditions** so state:
- (a) the **seller** and the **buyer** intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
 - (b) this **condition G15** applies.
- G15.2 The **seller** confirms that the **seller**
- (a) is registered for **VAT**, either in the **seller's** name or as a member of the same **VAT** group; and
 - (b) has (unless the sale is a standard-rated supply) made in relation to the **lot** a **VAT option** that remains valid and will not be revoked before **completion**.
- G15.3 The **buyer** confirms that:
- (a) it is registered for **VAT**, either in the **buyer's** name or as a member of a **VAT** group;
 - (b) it has made, or will make before **completion**, a **VAT option** in relation to the **lot** and will not revoke it before or within three months after **completion**;
 - (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
 - (d) it is not buying the **lot** as a nominee for another person.
- G15.4 The **buyer** is to give to the **seller** as early as possible before the **agreed completion date** evidence:
- (a) of the **buyer's** **VAT** registration;
 - (b) that the **buyer** has made a **VAT option**; and
 - (c) that the **VAT option** has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, **condition G14.1** applies at **completion**.
- G15.5 The **buyer** confirms that after **completion** the **buyer** intends to:
- (a) retain and manage the **lot** for the **buyer's** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**; and
 - (b) collect the rents payable under the **tenancies** and charge **VAT** on them
- G15.6 If, after **completion**, it is found that the sale of the **lot** is not a transfer of a going concern then:
- (a) the **seller's** conveyancer is to notify the **buyer's** conveyancer of that finding and provide a **VAT** invoice in respect of the sale of the **lot**;
 - (b) the **buyer** must within five **business days** of receipt of the **VAT** invoice pay to the **seller** the **VAT** due; and
 - (c) if **VAT** is payable because the **buyer** has not complied with this **condition G15**, the **buyer** must pay and indemnify the **seller** against all costs, interest, penalties or surcharges that the **seller** incurs as a result.
- G16. CAPITAL ALLOWANCES**
- G16.1 This **condition G16** applies where the **special conditions** state that there are capital allowances available in respect of the **lot**.
- G16.2 The **seller** is promptly to supply to the **buyer** all information reasonably required by the **buyer** in connection with the **buyer's** claim for capital allowances.
- G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the **special conditions**.
- G16.4 The **seller** and **buyer** agree:
- (a) to make an election on **completion** under Section 198 of the Capital Allowances Act 2001 to give effect to this **condition G16**; and
 - (b) to submit the value specified in the **special conditions** to HM Revenue and Customs for the purposes of their respective capital allowance computations.

Common Auction Conditions (Edition 3)

REPRODUCED WITH THE CONSENT OF THE RICS

G17. MAINTENANCE AGREEMENTS

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

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

G18. LANDLORD AND TENANT ACT 1987

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

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

G19. SALE BY PRACTITIONER

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

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

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

G19.4 The **lot** is sold:

- in its condition at **completion**;
- for such title as the **seller** may have; and
- with no title guarantee;

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

G19.5 Where relevant:

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

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

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

G20. TUPE

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

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

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

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

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

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

G21. ENVIRONMENTAL

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

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

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

G22. SERVICE CHARGE

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

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

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

- service charge expenditure attributable to each **tenancy**;
- payments on account of service charge received from each tenant;
- any amounts due from a tenant that have not been received;
- 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:

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

- give to the **buyer** full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
- use all reasonable endeavours to substitute the **buyer** for the **seller** in any rent review proceedings.

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

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

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

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

G24. TENANCY RENEWALS

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

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

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

G24.4 Following **completion** the **buyer** must:

- with the co-operation of the **seller** take immediate steps to substitute itself as a party to any proceedings;
- 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
- 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:

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

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

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

G26. NO ASSIGNMENT

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

G27. REGISTRATION AT THE LAND REGISTRY

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

- procure that it becomes registered at Land Registry as proprietor of the **lot**;
- procure that all rights granted and reserved by the lease under which the **lot** is held are properly noted against the affected titles; and
- provide the **seller** with an official copy of the register relating to such lease showing itself registered as proprietor.

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

- apply for registration of the **transfer**;
- provide the **seller** with an official copy and title plan for the **buyer's** new title; and
- join in any representations the **seller** may properly make to Land Registry relating to the application.

G28. NOTICES AND OTHER COMMUNICATIONS

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

G28.2 A communication may be relied on if:

- delivered by hand; or
- made electronically and personally acknowledged (automatic acknowledgement does not count); or
- 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:

- when delivered, if delivered by hand; or
- 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.

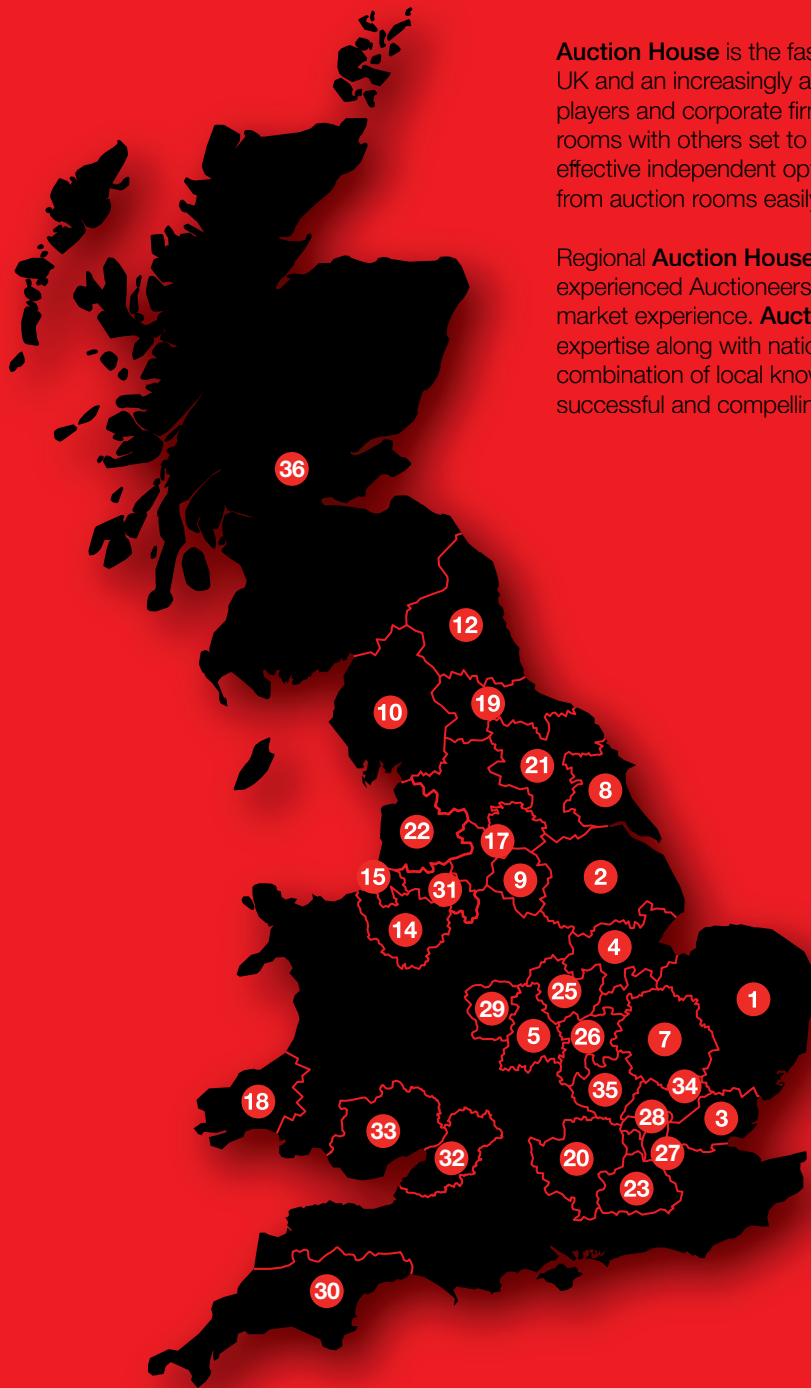
G29. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

National & Local, Knowledgeable & Professional

Auction House is the fastest growing auctioneering network in the UK and an increasingly attractive alternative to the major London players and corporate firms. Now operating over 30 regional auction rooms with others set to open shortly, **Auction House** is the most effective independent option available to local sellers, and operates from auction rooms easily accessible to local buyers.

Regional **Auction House** are run by prominent Estate Agents and experienced Auctioneers who have a wealth of local knowledge and market experience. **Auction House** offers that local capability and expertise along with national advertising and marketing – a combination of local knowledge and national strength that is both successful and compelling.



- 1 East Anglia
- 2 Nth Lincolnshire/Nth Notts/Sth Yorkshire
- 3 South Essex
- 4 South Lincolnshire/East Leicestershire
- 5 Coventry & Warwickshire
- 7 Cambridgeshire
- 8 Hull & East Yorkshire
- 9 South Yorkshire/North Derbyshire
- 10 Cumbria
- 12 North East
- 14 Cheshire & North East Wales
- 15 Merseyside & The Wirral
- 17 West Yorkshire
- 18 South West Wales
- 19 Tees Valley
- 20 Berkshire, North Hants, South Bucks & South Oxon
- 21 York & North Yorkshire
- 22 Lancashire
- 23 Surrey
- 25 Leicestershire & Rutland
- 26 Northamptonshire
- 27 London
- 28 Hertfordshire & Middlesex
- 29 Birmingham & Black Country
- 30 Devon & Cornwall
- 31 Manchester
- 32 West of England
- 33 South East Wales
- 34 East Hertfordshire & West Essex
- 35 Beds & Bucks
- 36 Scotland



56 Market Place, Driffield, East Yorkshire YO25 6AW
Tel: 0845 4009900 Fax: 01377 257679

www.auctionhouse.uk.net

