

# AUCTION HOUSE

HULL &  
EAST YORKSHIRE

**Wednesday 22nd  
January 2020**

**6.30pm**

**The Attractions Restaurant  
Beverley Racecourse  
York Road, Beverley  
East Yorkshire, HU17 8QZ**



# AUCTION VENUE

**Wednesday 22nd  
January 2020  
6.30pm**

The Attractions Restaurant  
Beverley Racecourse  
York Road, Beverley  
East Yorkshire  
HU17 8QZ

---



## The Auction Team:

Auctioneer: Adrian Harrison MRICS  
Business Development Partner: Simon Dee MRICS  
Auction Co-ordinator: Sarah Walford  
Auction Administrator: Toni Massey

# INTRODUCER AGENTS



# THE AUCTIONEERS



**Simon Dee MRICS**  
Partner & Valuer



**Adrian Harrison MRICS**  
Partner, Valuer & Auctioneer



**Deena Weightman**  
Valuer



## LEGAL PACKS



We remind all prospective buyers that prior to auction day, the legal documents can be viewed at our offices, or online for free, thus making the process of purchasing at auction much easier and open to everyone.

We also offer a service for non attending bids by way of telephone or proxy if you cannot make the auction day. Non Attending Bid Forms are included to the rear of this Catalogue.





# AUCTION INFORMATION



**Administration Charge** Unless specified differently in the individual lot description page, purchasers will be required to pay an administration charge of 0.3% inc VAT of the purchase price or the fixed figure as stated in the property details, subject to a minimum of £750.00 (£625 + VAT).



**Pre Auction Sales** Offers made on property included in this auction may be accepted by the Vendor prior to the auction. In such instances all buyer charges will be payable including the Administration Charge, any Buyers Premium plus all other payments detailed in the Special Conditions of Sale. If you are intending to bid at the auction for a specific lot, we recommend that you keep in contact with the Auctioneer's office. The Auctioneers or Vendors cannot be held responsible for costs incurred in respect of any lot which is withdrawn or sold prior to auction.



**Attending the Auction** It is always wise to allow sufficient time to get to the auction. Legal packs for most of the properties will be available for inspection. It is important you read these and the final addendum/amendment sheet which will also be available as any purchase will be subject to these.



**Bidding** Each property will be offered individually by the Auctioneer. Ensure that your bids are clear and noticed by the Auctioneer. If you are successful in bidding for the property you will be approached by a member of Auction House staff who will request your personal information and identification. You will then be guided to our administration area and then the cashier desk for payment of the deposit.



**Post Auction Sales** If a property you are interested in is not sold during the auction please speak to the Auctioneer and make an offer at, above or below the Guide. Your offer will be put forward to the Vendor and if accepted, you will be able to proceed with your purchase under auction rules. Offers should take into account the Administration Charge, any Buyers Premium plus all other payments detailed in the Special Conditions of Sale as all of these are still payable irrespective of the circumstances.



**Bidding by Proxy or Telephone** If you are unable to attend the auction you are invited to contact us to discuss special arrangements for bidding by proxy or telephone. A Non-Attending Bid or Telephone Bid form and conditions are included in auction catalogues or can be downloaded from the Bidding Form links on our website.



**Proof of Identification** In order to comply with Anti-Money Laundering regulations we ask that all prospective purchasers provide Proof of Identity and Residence. Please bring your passport or photographic UK driving licence and a recent utility bill, bank statement or council tax bill to the auction. If purchasing on behalf of a company you will also need a letter of authority on company letterhead. We will carry out Electronic AML checks on successful buyers and remote bidders. It will include a search with Experian who may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.



**Buyers Premium** Purchasers of some lots will be required to pay a Buyers Premium to the auctioneer in addition to the deposit - see individual property details.



**Deposit** When you sign the Memorandum of Sale you will be asked to pay a deposit of 10% of the purchase price subject to a minimum deposit of £3,000. Deposits can only be paid by electronic bank transfer, bankers draft, personal cheque, debit card or building society cheque. Cash or credit card payments will not be accepted. Please note, should the cheque have to be represented, a processing charge of £60.00 (£50.00 + VAT) will be charged by deduction from the deposit.



**Reserve Price** Each property will be offered subject to a reserve price which we expect will be set within the guide price range or no more than 10% above a single figure guide. This is a confidential figure set between the Vendor and the Auctioneer just prior to the auction. It is a figure below which the Auctioneer cannot sell the property during the auction. After the auction offers will be sought and considered on Unsold Lots at prices below the reserves.



**Disbursements** Some disbursements may become payable by the purchaser on completion, these will be detailed in the Special Conditions of Sale within the property's Legal Pack.



**Solicitors Details** The name, address and telephone number of the solicitor who will be acting for you in any purchase will be required before you leave the auction room.



**Disclaimer** Particulars on the website and within our catalogue are believed to be correct but their accuracy is not guaranteed. Information relating to Rating matters has been obtained by verbal enquiry only. Prospective purchasers are advised to make their own enquiries of the appropriate Authority. All measurements, areas and distances are approximate only. Potential purchasers are advised to check them.



**The Catalogue** Details of the property and land to be sold are set out in our catalogue and on our website [auctionhouse.co.uk](http://auctionhouse.co.uk) All lots are sold subject to Special Conditions of Sale. It is important that prospective purchasers satisfy themselves as to the location, boundaries, condition and state of the lots before the auction.



**Energy Performance Certificates (EPCs)** Where required we include EPC ratings within Full Details and on the lot page within our catalogue. When available EPC Graphs can be viewed online at [auctionhouse.co.uk](http://auctionhouse.co.uk).



**The Contract** The Memorandum of Sale will be signed in duplicate. One copy will be given to you, which you must give to your solicitor. The second copy will be retained by the Vendors' solicitor. Completion usually takes place after 28 days but this date can vary. The legal pack of each property will state the completion date due. The date may also be announced immediately prior to the commencement of bidding of each lot.



**General Data Protection Regulations (GDPR)** This defines new customer rights and company obligations introduced on 25th May 2018. For full details please refer to the Privacy Policy showing on our website [www.auctionhouse.co.uk/hullandeastyorkshire](http://www.auctionhouse.co.uk/hullandeastyorkshire).



**The Legal Aspect** Buying at auction is a contractual commitment. Before making an offer prior to auction or bidding at the auction or post auction, it is advisable to consult a solicitor regarding the General and Special Conditions of Sale, the local authority search and other legal documentation.



**\*Guide Prices** Guide prices quoted online and in the catalogue are provided as an indication of each seller's minimum expectation. They are not necessarily figures which a property will sell for and may change at any time prior to the auction. The sale price will be dependent on bidding in the auction room and on the Vendors' instructions.



**Viewing** Due to the nature and condition of auction properties we highlight the potential risk that viewing such properties carries and advise all to proceed with caution and take necessary requirements to ensure their own safety whilst viewing any lot in this catalogue. Viewings are conducted entirely at your own risk, these properties are not owned or controlled by Auction House and we cannot be held liable for loss or injury caused while viewing or accessing any Lot.



**Insurance** On some properties the seller will continue to insure through to completion. Others will need to be insured by the purchaser, and auctioneers advice to all purchasers is that they should consider insuring from the date of exchange.



**Plans, Maps and Photographs** The plans, floorplans, maps, photograph's and video tours published on our website and in the catalogue are to aid identification of the property only. The plans are not to scale.

Due to the nature of some auction properties, electricity may not be turned on therefore viewing times are restricted. Viewers will also have to bring their own lighting/ladders if wanting to inspect cupboards, cellars and roof spaces.

# ORDER OF SALE

**Wednesday 22nd January 2020 6.30pm**

The Attractions Restaurant, Beverley Racecourse, York Road, Beverley, East Yorkshire HU17 8QZ

LOT	ADDRESS	*GUIDE PRICE	LOT TYPE
1	Jasmine Cottage, Main Street, Hensall	£160,000 - £170,000	Residential
2	5 Field Cottages, Hensall	Circa £100,000	Residential
3	Wishanger Cottage, Thornton-Le-Fen	Circa £66,000	Residential for Improvement
4	72 Woldcarr Road, Hull	£75,000 - £80,000	Residential
5	78 Ramsden Close, Doncaster	Circa £30,000	Residential
6	8 West Street, Bidlington	Circa £100,000	Residential
7	154 Hull Road, Woodmanssey	£125,000 - £145,000	Residential
8	56 Raglan Street, Hull	Circa £55,000	Residential
9	52 Market Place, Drifffield	£140,000 - £150,000	Commercial
10	3 Manor Lodge, 87 Ferriby Road, Hessle	£65,000 - £70,000	Residential
11	Apartment 11, The Main House, Anlaby House Estate, Anlaby	Circa £90,000	Residential
12	316 Marfleet Lane, Hull	£130,000 - £150,000	Commercial
13	94 Mayfield Street, Hull	£55,000 - £60,000	Residential
14	93 Clarendon Street, Hull	£60,000 - £70,000	Commercial Investment
15	9 Westwood Road, Beverley	£225,000 - £250,000	Residential

**\*Description on Auction Information page**

## Jasmine Cottage, Main Street, Hensall, DN14 0RA

**\*GUIDE PRICE: £160,000 - £170,000 (plus fees)**



### Description

Jasmine Cottage is a charming detached property standing on a good sized plot together with a large garage and ample off street parking. The property provides nicely presented, gas centrally heated and double glazed accommodation that is believed to date from the 1800's but having been updated in more recent years whilst retaining many character features, it benefits from open fires, a well equipped kitchen and a modern bathroom.

### Situation

Situated in a small village to the East of Pontefract and offering easy access to motorways and surrounding centres.

### Accommodation:

**Ground Floor:** Lounge, Dining room, Kitchen, Inner Hall.

**First Floor:** Landing, Bedroom One, Bedroom two, Bedroom Three, Bathroom.

**Outside:** The property is set back from the road with an area of cultivated garden and a large paved area providing off street parking. A side drive leads to the rear where there is a large garage and a hardscaped low maintenance garden including a decked area.

### Viewing

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

### Joint Agent

Dee Atkinson & Harrison  
56 Market Place  
Driffeld  
East Yorkshire  
YO25 6AW  
Tel: 01377 241919



**Tenure:** The property is held under freehold title with vacant possession upon completion.

**Services:** All mains services are believed to be connected to the property, these services have not been tested by Auction House.

**Solicitors:** TClare Wastenev & Vicki Gray, Legal Department, The Coal Authority, 200 Lichfield Lane, Mansfield, Nottinghamshire NG18 4RG, Tel: 01623 637313

**Energy Performance Certificate (EPC):** Current Rating EER - D(60)

### Additional Fees

**Administration Charge:** The purchaser will be required to pay an administration charge of £750 (£625 plus VAT) in addition to the purchase price of the property.

**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

## 5 Field Cottages, Field Lane, Hensall, DN14 0RB

**\*GUIDE PRICE: Circa £100,000 (plus fees)**



### Description

This deceptively spacious end of terrace cottage provides an excellent opportunity for first time buyers or investors to purchase a property at an attractive price. The centrally heated and double glazed accommodation is complimented by an excellent range of domestic outbuilding and a large garden.

### Situation

Hensall Village is close to the M62 and within easy reach of Pontefract, Selby, Goole and Doncaster.

### Accommodation:

**Ground Floor:** Kitchen, Inner Lobby, Lounge, Conservatory.

**First Floor:** Landing, Bedroom One, Bedroom two, Bedroom Three, Bathroom.

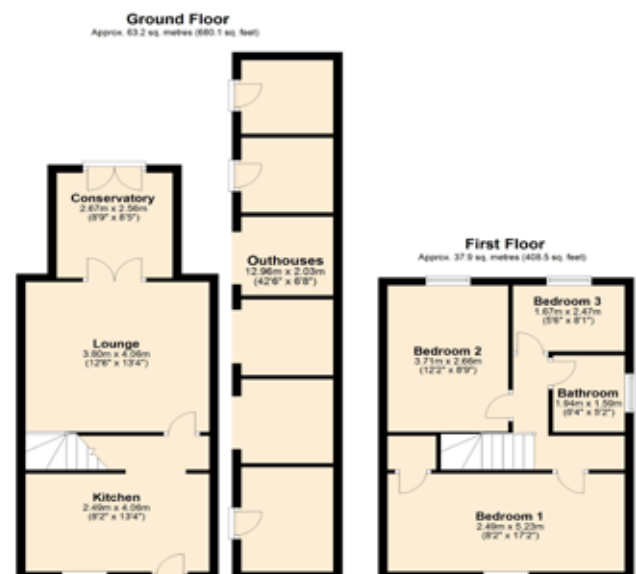
**Outside:** To the rear of the property is a range of traditional brick and tile outhouses and a good sized lawned garden.

### Viewing

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

### Joint Agent

Dee Atkinson & Harrison  
56 Market Place  
Drifffield  
East Yorkshire  
YO25 6AW  
Tel: 01377 241919



**Tenure:** The property is held under freehold title with vacant possession upon completion.

**Services:** All mains services are believed to be connected to the property, these services have not been tested by Auction House.

**Solicitors:** Clare Wasteneay & Vicki Gray, Legal Department, The Coal Authority, 200 Lichfield Lane, Mansfield, Nottinghamshire NG18 4RG, Tel: 01623 637313

**Energy Performance Certificate (EPC):** Current Rating EER - D(62)

### Additional Fees

**Administration Charge:** The purchaser will be required to pay an administration charge of £750 (£625 plus VAT) in addition to the purchase price of the property.

**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.



### Wishanger Cottage, Thornton-Le-Fen, Lincoln, LN4 4YN

**\*GUIDE PRICE: Circa £66,000 (plus fees)**



#### Description

Set in a rural location with open views over the adjoining countryside this two bedroom cottage now requires a programme of improvement works throughout. Having previously had a larger footprint, the property offers great scope for extension (subject to planning consent).

#### Situation

The property is located approximately 8 miles north of Boston.

#### Accommodation:

**Ground Floor:** Room, Inner Lobby, Bathroom, Lounge.

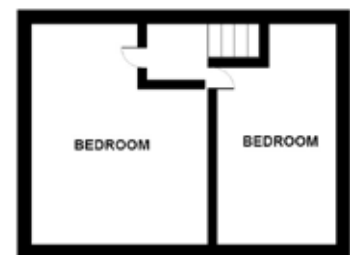
**First Floor:** Bedroom One, Bedroom two.

#### Viewing

Strictly by appointment through Auction House Lincolnshire, North Notts & South Yorks Tel: (0)1427 616436 or Auction House Hull & East Yorkshire on 0845 400 9900.

#### Agents Note

The floor plan intended to give a general indication of the proposed layout only. All images and dimensions are not intended to form part any contract or warranty.



FOR IDENTIFICATION PURPOSES ONLY

#### Joint Agent

Auction House Lincolnshire,  
124 Trinity Street,  
Gainsborough,  
DN21 1JD  
Tel: (0)1427 616436



**Tenure:** The property is held under freehold title with vacant possession upon completion.

**Services:** Interested parties should make their own enquiries with the local authority regarding the availability of services.

**Solicitors:** Ascent Legal, 76 King Street, Manchester, M2 4NH Tel: 0161 838 3105. Email: PropertySales@ascent.co.uk

**Energy Performance Certificate (EPC):** F (30)

#### Additional Fees

**Administration Charge:** The purchaser will be required to pay an administration charge of £1560 (£1300 plus VAT) in addition to the purchase price of the property.

**Buyers Premium:** The purchaser will be required to pay an buyers premium charge of £900 (£750 plus VAT) in addition to the purchase price of the property.

**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.



# HAVE YOU CONSIDERED THE AUCTION OPTION?

---

## BENEFITS OF SELLING BY AUCTION:

HIGHER  
CHANCE  
OF SUCCESS

QUICK  
SALE

NO FALL  
THROUGHS

HIGHER  
PROFILE  
MARKETING

OPEN  
HOUSE  
VIEWING

COMPETITIVE  
BIDDING

BEST  
PRICE

## FOR YOUR FREE AUCTION APPRAISAL PLEASE CALL

# 0845 400 9900

**AUCTION  
HOUSE**

HULL &  
EAST YORKSHIRE

[hulandey@auctionhouse.co.uk](mailto:hulandey@auctionhouse.co.uk)  
[auctionhouse.co.uk/hullandeastyorksire](http://auctionhouse.co.uk/hullandeastyorksire)

## 72 Woldcarr Road, Hull, HU3 6TR

**\*GUIDE PRICE: £75,000 - £80,000 (plus fees)**



### Description

Situated in this established residential street on the western outskirts of the city of Hull is this bay windowed traditional mid-terrace house which requires a programme of improvement and modernisation. The property is offered to the market at a realistic asking price in its present condition and briefly comprises to the ground floor a lounge, dining room and kitchen. To the first floor there are three bedrooms and a shower room. The property benefits from an open aspect to the rear across adjoining playing fields.

### Situation

Wold Carr Road is situated off Anlaby Road and is therefore within a comfortable walking distance from excellent shopping and recreational facilities together with regular public transport to Hull City Centre. Primary and secondary schools are within easy reach and there are good transport links to the A63, Humber Bridge and general motorway network.

### Accommodation:

**Ground Floor:** Entrance Porch, Entrance Hall, Reception One, Reception Two, Kitchen.

**First Floor:** Landing, Bedroom One, Bedroom Two, Bedroom Three, Shower Room.

**Outside:** The front of the property is block-paved with a brick wall. To the rear there is a paved garden with a shed and fencing to the boundaries together with an open aspect across adjoining playing fields.

### Viewing

Strictly by appointment through Auction House Hull & East Yorkshire. Telephone: 01482 866844.

### Joint Agent

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

Dee  
Atkinson  
& Harrison

**Tenure:** Freehold. Vacant possession upon completion.

**Services:** All mains services are connected to the property. None of the services or installations have been tested.

**Solicitors:** Rebecca Sutton, Hamers Solicitors, 5 Earls Court, Hull, HU4 7DY.

Telephone: 01482 326666. Email: rsutton@hamers.com

**Energy Performance Certificate (EPC):** EER - D(66)



### Additional Fees

**Administration Charge:** The purchaser will be required to pay an administration charge of £750 (£625 plus VAT) in addition to the purchase price of the property.

**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

**78 Ramsden Road, Doncaster, DN4 0BN****\*GUIDE PRICE: Circa £30,000 (plus fees)****Description**

A mid terrace house that has been fire damaged and is now in need of a comprehensive programme of restoration and refurbishment. Due to the internal condition, the agents have been unable to access the interior, therefore the accommodation detailed below and the floor plan are an estimate of the layout for guidance purposes only. For health and safety reasons, internal viewings will not be possible.

**Situation**

Within easy walking distance of Doncaster Town Centre and the railway station making the location perfect for commuters. Hexthorpe has an eclectic mix of shops and restaurants, schools and services, and it's also just ten minutes drive from the A1(M) and wider motorway network.

**Accommodation:**

**Ground Floor:** Living Room, Dining Room, Kitchen.

**First Floor:** Landing, Bedroom One, Bathroom, Bedroom two.

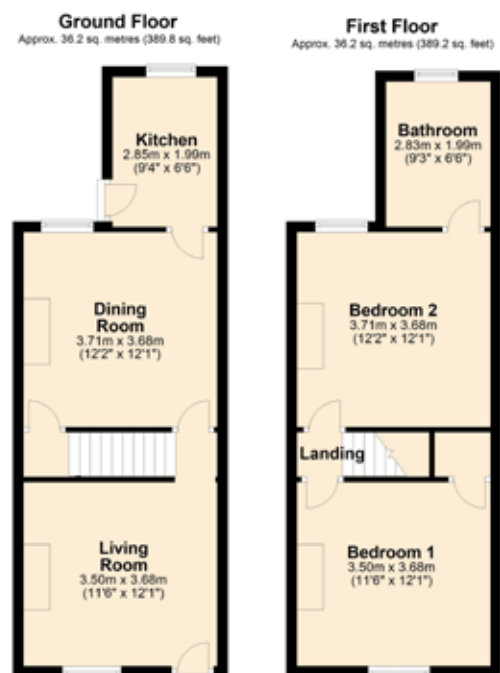
**Outside:** To the rear of the property, there is a good sized court yard style garden, this has a pedestrian gate giving access onto a rear service lane and an open outlook beyond.

**Viewing**

For health and safety reasons, internal viewing of the property will not be possible. Some low quality photographs of the interior are available for download along with the legal pack.

**Joint Agent**

Dee Atkinson & Harrison  
56 Market Place  
Driffeld  
East Yorkshire  
YO25 6AW  
Tel: 01377 241919



Total area: approx. 72.4 sq. metres (779.0 sq. feet)

**Tenure:** The property is held under freehold title with vacant possession upon completion.

**Services:** All mains services are believed to be connected to the property, these services have not been tested by Auction House.

**Solicitors:** Optima Legal, Hepworth House, Claypit Lane, Leeds, LS2 8AE. Tel: 0844 5716986

**Energy Performance Certificate (EPC):** Current Rating EER N/a

**Additional Fees**

**Administration Charge:** The purchaser will be required to pay an administration charge of £750 (£625 plus VAT) in addition to the purchase price of the property.

**Buyers Premium:** The purchaser will be required to pay an buyers premium of £1140 (£950 plus VAT) in addition to the purchase price of the property.

**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.



## 8 West Street, Bridlington, YO15 3DX

**\*GUIDE PRICE: Circa £100,000 (plus fees)**



### Description

This spacious town house stands within a short walk from the beach and the town centre. The property offers double glazed and gas centrally heated accommodation comprising; Entrance hall, sitting room, dining room, sun room, kitchen, utility, WC, three bedrooms and two shower rooms to the first floor and three bedrooms and three shower rooms to the second floor. Enclosed courtyard to the rear.

### Accommodation:

**Ground Floor:** Sitting Room, Dining Room, Kitchen, Utility Room, Sun Room, WC.

**First Floor:** Landing, Bedroom One, Bedroom two, Separate WC, Shower Room, Bedroom Six, En-suite Shower Room.

**Second Floor:** Bedroom Three, En-suite Shower Room, Bedroom Four, En-suite Shower Room, Bedroom Five, En-suite Shower Room.

**Outside:** To the front of the property is a forecourt area whilst to the rear is an enclosed courtyard.

### Viewing

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

### Joint Agent

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



**Tenure:** The property is held under freehold title with vacant possession upon completion.

**Services:** All mains services are believed to be connected to the property, these services have not been tested by Auction House.

**Solicitors:** Tom Wilson, Murray Hills Solicitors, 10 King Street, Bridlington, YO15 2DE - 01262 672249.

**Energy Performance Certificate (EPC):** Current Rating EER - D(63)

### Additional Fees

**Administration Charge:** The purchaser will be required to pay an administration charge of £750 (£625 plus VAT) in addition to the purchase price of the property.

**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

# 154 Hull Road, Woodmansey, Beverley, HU17 0TH

**\*GUIDE PRICE: £125,000 - £145,000 (plus fees)**



## Description

This individual attached two bedroomed bungalow sits on a substantial plot, the original dwelling having been extended over the years and now in need of refurbishment / redevelopment. There is the potential to replace the former bungalow with a new dwelling subject to the relevant planning consents.

## Situation

The property is located off the A1174 just 2.5 miles south of the centre of the market town of Beverley, and enjoys good road links into the city of Hull and to the A63 (for the M62) and Humber Bridge. Beverley's attractive and historic town centre is complemented by the Flemingate development which jointly offer a wide range of shopping and restaurant/café outlets and a cinema. The town also has a modern sports centre with swimming pool, clubs for rugby, tennis, cricket and golf plus a racecourse on the famous Westwood Pastures.

## Accommodation:

**Ground Floor:** Entrance, Lounge, Kitchen, Bathroom, Bedroom One, Bedroom Two.

**Outside:** A driveway leads to the side elevation. To the rear there are extensive gardens with stables and a small workshop with the potential to develop subject to the relevant planning consents.

## Viewing

Strictly by appointment through Auction House Hull & East Yorkshire. Telephone: 01482 866844.

## Joint Agent

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



**Tenure:** Freehold. Vacant possession upon completion.

**Services:** All mains services are connected to the property. None of the services or installations have been tested.

**Solicitors:** Emma Dixon, Burstalls, 54 Lowgate, Hull, HU1 1GF. Telephone: 01482 621800. Email: ed@burstalls.co.uk

**Energy Performance Certificate (EPC):** EER - D(59)

## Ground Floor

Approx. 68.2 sq. metres (733.6 sq. feet)



Total area: approx. 68.2 sq. metres (733.6 sq. feet)

## Additional Fees

**Administration Charge:** The purchaser will be required to pay an administration charge of £750 (£625 plus VAT) in addition to the purchase price of the property.

**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.



# Our New 2020 Auction Sale

Price is:

# £0 + VAT

(Selling Freehold up to £200,000)

Yes that's right, we will sell your property at auction with no legal fees payable by you. We will recover our fees from the buyer so there is no upfront cost to you.

Did you know...? We don't just do auctions, we also do;

Family Law - Probate - Wills -

Conveyancing - Commercial Property -

Telecoms - Renewables - Planning Applications

The Yorkshire Legal  
Awards 2018

**SHORTLISTED**  
Niche Law Firm of the Year

CELEBRATING 20 YEARS

Yorkshire Legal  
Awards 2019

**FINALIST**  
Residential Property Award



Call us now on 01653 91 66 06  
Email: [info@specsolicitors.com](mailto:info@specsolicitors.com)

Speak to us in the room  
today!

[www.specsolicitors.com](http://www.specsolicitors.com)



## 56 Raglan Street, Hull, HU5 2JF

**\*GUIDE PRICE: Circa £55,000 (plus fees)**



### Description

This recently renovated two bedroomed end of terrace house briefly comprises to the ground floor a lounge, kitchen and bathroom. To the first floor there are two double bedrooms. The property benefits from uPVC double glazing and a newly installed gas central heating system. An ideal addition to any investor's portfolio or alternatively would suit a first time buyer.

### Situation

The property is situated off Newland Avenue which has an array of local amenities including shops, bars and restaurants. Hull University is within a short walking distance and good public transport is available close-by.

### Accommodation:

**Ground Floor:** Lounge, Kitchen, Bathroom, Lobby, WC.

**First Floor:** Bedroom One, Bedroom Two.

**Outside:** There is a privet hedge to the front of the property, a garden to the side and a gate leading to a rear yard.

### Viewing

Strictly by appointment through Auction House Hull & East Yorkshire. Telephone: 01482 866844.

### Joint Agent

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



Total area: approx. 55.7 sq. metres (599.7 sq. feet)

**Tenure:** Freehold. Vacant possession upon completion.

**Services:** All mains services are connected to the property. None of the services or installations have been tested.

**Solicitors:** Beetonson & Gibbon Solicitors, Lauriston House, Town Hall Square, Grimsby, DN31 1JB. Tel: 01472 240251.

**Energy Performance Certificate (EPC):** EER - D(61)

### Additional Fees

**Administration Charge:** The purchaser will be required to pay an administration charge of £750 (£625 plus VAT) in addition to the purchase price of the property.

**Buyers Premium:** The purchaser will be required to pay an buyers premium charge of £1020 (£850 plus VAT) in addition to the purchase price of the property.

**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

## 52 Market Place, Driffield, YO25 6AW

**\*GUIDE PRICE: £140,000 to £150,000 (plus fees)**



### Description

52 Market Place (formerly occupied by Johnsons the Dry Cleaners) comprises of a prominent ground floor retail unit located in the centre of the busy and popular Market Town of Driffield.

The accommodation comprises a spacious open plan ground floor retail area which in the Agents opinion is suitable for a variety of occupiers subject to any required permissions. To the rear the property has the added benefit of parking.

### Situation

Driffield is a popular market town on the Yorkshire Wolds. The Town includes a number of national retailers including Boots, WH Smith, Iceland and Tesco, as well as a number of large regional retailers and smaller independent traders. Market Place is one of the main retail areas in the town and the property is located in a prominent position. Occupiers on Market Place are numerous and varied and include Banks, Estate Agents food outlets and a number of smaller independent retail units.

### Accommodation:

**Ground Floor:** The accommodation extends in all to around 1,230 sq ft (114 sq m) or thereabouts and comprises:

Retail Area part with full height ceiling. Frontage 13'9" widening to 20'7". Maximum depth 74'8". Kitchenette, Unisex WC, Rear Entrance Hall, Door providing access to rear yard.

### Viewing

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

### Rateable Value

The property has a current rateable value of £9,300. Interested parties are advised to confirm the accuracy of the above figure and enquire as to the rates payable and any reliefs available by contacting the Local Authority directly.

**Tenure:** Freehold with vacant possession on completion.

**Services:** Mains water, electricity and drainage are connected to this property, these services have not been tested by Auction House.

**Solicitors:** Lundys Solicitors, David Lundy, 14 Exchange Street, Driffield, YO25 6LD, Tel: 01377 252831.

**Energy Performance Certificate (EPC):** Current Rating EER B(50)



Total area: approx. 1,175 sq. metres (12,645 sq. feet)

### Additional Fees

**Administration Charge:** The purchaser will be required to pay an administration charge of £750 (£625 plus VAT) in addition to the purchase price of the property.

**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

# Have you got a property to sell?

## PROPERTY TYPES IDEAL FOR AUCTION



Properties for  
Improvement



Tenanted  
Properties



Residential  
Investment



Development  
Propositions



Building  
Land



Mixed Use  
Properties



Commercial  
Investments



Unique  
Properties



Amenity Land &  
Other Property

Visit our website for more information on why  
Auction is the best option for your property

[www.auctionhouse.co.uk/hullandeastyorkshire](http://www.auctionhouse.co.uk/hullandeastyorkshire)

**AUCTION  
HOUSE**  
HULL &  
EAST YORKSHIRE



## Apartment 11, The Main House, Anlaby House Estate, Anlaby, HU10 7AY

**\*GUIDE PRICE: £90,000 (plus fees)**



### Description

This is a high quality second floor apartment within a prestigious building forming part of the Anlaby House Estate. The historic Grade II listed house stands in attractive landscaped grounds within which a range of fine homes have been built. The apartment is about 720 sq ft in size and is a contemporary design with open plan living space, with superbly appointed kitchen and a feature bedroom with en-suite 4 piece bathroom. Gas fired underfloor heating, double glazing and video intercom entry system.

### Situation

This attractive residential development is off Beverley Road in the village of Anlaby which is part of Hull's popular western suburbs, about 5 miles from the city centre. There are shops, leisure facilities, pubs, restaurants and public transport services within easy reach and it is about 2.5 miles to the Humber Bridge and A63(M62 link).

### Accommodation:

**Ground Floor:** Access to this apartment is via a ground floor entrance door on the east side of the building with an oak and glass communal staircase leading to the second floor.

**Second Floor:** Entrance lobby, Open Plan Living/Kitchen, Lobby Area, Bedroom, En-Suite Bathroom.

**Outside:** Designated parking space and use of the communal landscaped grounds of the Anlaby House estate.

### Viewing

Strictly by appointment through Auction House Hull & East Yorkshire. Telephone: 01482 866844.

### Joint Agent

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



**Tenure:** Leasehold - 999 years from 1st January 2007. Vacant possession upon completion. Service charge currently £185 per month.

**Services:** All mains services are connected to the property. None of the services or installations have been tested.

**Solicitors:** Mr Neil Johnson, Gosschalks Solicitors, Queens Gardens, Dock Street, Hull, HU1 3DZ. Telephone: 01482 590241.

Email: nj@gosschalks.co.uk

**Energy Performance Certificate (EPC):** EER - C(78)

[auctionhouse.co.uk/hullandeastyorkshire](http://auctionhouse.co.uk/hullandeastyorkshire)

### Ground Floor

Approx. 66.8 sq. metres (718.6 sq. feet)



Total area: approx. 66.8 sq. metres (718.6 sq. feet)

### Additional Fees

**Administration Charge:** The purchaser will be required to pay an administration charge of £750 (£625 plus VAT) in addition to the purchase price of the property.

**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

\*Description on Auction Information Page

## 316 Marfleet Lane, Hull, HU9 5AQ

**\*GUIDE PRICE: £130,000 - £150,000 (plus fees)**



### Description

A substantial detached property comprising a single storey retail sales shop with excellent storage and a total floor area of 3,400 sq ft (316 sq m). The retail area has an internal frontage of about 30ft / 9m including double glazed door and windows with roller shutters. Separate side entrance to delivery area, and large stock room to rear. There is an open forecourt area to this unit and the adjacent parade of shops which includes Heron Frozen Food, Dove House Hospice retail, Lloyds Pharmacy, Cooplands Bakery, William Hill and a OneStop convenience store.

### Situation

Marfleet Lane is part of Hull's outer ring road, between Hedon Road and Holderness Road, two of the city's busy arterial routes in from the east. The property is close to the Preston Road junction with an Aldi supermarket and car park around the corner from the unit.

### Accommodation:

**Ground Floor:** Sales Area, Rear Store, Side store/deliveries, Office/Store, Office/Store, Staff Kitchen, Staff toilet.

### Viewing

By prior appointment with the auctioneers. Tel 01482 866844.

### Joint Agent

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



**Tenure:** Freehold with vacant possession on completion.

**Services:** Mains water, electricity and drainage are connected to this property, these services have not been tested by Auction House.

**Solicitors:** Battens Solicitors, The Bank House, Long Street, Sherbourne, DT9 3BU. Tel 01935 814811.

**Energy Performance Certificate (EPC):** Current Rating EER - C(75)

### Additional Fees

**Administration Charge:** The purchaser will be required to pay an administration charge of £750 (£625 plus VAT) in addition to the purchase price of the property.

**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

## 94 Mayfield Street, Hull, HU3 1NT

**\*GUIDE PRICE: £55,000 - £60,000 (plus fees)**



### Description

This good-sized three bedroomed terraced house would make an ideal investment opportunity. To the ground floor there are two reception rooms, a kitchen, verandah and WC. To the first floor there are three bedrooms and a family bathroom. There is a small garden to the rear. Offering great potential for a substantial HMO (subject to the relevant planning consents).

### Situation

Mayfield Street is situated off Spring Bank which has excellent public transport and road links and is within walking distance of Hull City Centre. The popular Princes Avenue is also nearby with its excellent variety of bars and restaurants.

### Accommodation:

**Ground Floor:** Entrance Hall, Reception One, Reception Two, Kitchen, Verandah, WC.

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

**Outside:** To the rear there is a paved area, a garden shed and fencing to the boundaries. Gate to rear access.

### Viewing

Strictly by appointment through Auction House Hull & East Yorkshire. Telephone: 01482 866844.

### Joint Agent

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



Total area: approx. 111.0 sq. metres (1194.8 sq. feet)

**Tenure:** Freehold. Vacant possession upon completion.

**Services:** All mains services are connected to the property. None of the services or installations have been tested.

**Solicitors:** Mrs Lesley Connor, Quality Solicitors Lockings, St. Mary's Court, Lowgate, Hull, HU1 1YG. Tel: (01482) 300200. Email: lac@lockings.co.uk.

**Energy Performance Certificate (EPC):** EER - F(31)

### Additional Fees

**Administration Charge:** The purchaser will be required to pay an administration charge of £750 (£625 plus VAT) in addition to the purchase price of the property.

**Buyers Premium:** The purchaser will be required to pay an buyers premium of 360 (£300 plus VAT) in addition to the purchase price of the property.

**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.





## 93 Clarendon Street, Hull, HU3 1AN

**\*GUIDE PRICE: £60,000 to £70,000 (plus fees)**



### Description

This end of terrace former dwelling has for many years been used as offices for a registered charity. The lease to the charity is currently generating an income of £7,320pa with just over two years remaining and the tenants are very keen to remain in the property beyond the end of the current lease. The three storey accommodation benefits from gas fired central heating as well as PVCu double glazing and has been well maintained internally and externally.

### Situation

Situated close to the City Centre, St Stephens Shopping Centre and Hull Paragon Interchange.

### Accommodation:

**Ground Floor:** Reception, Consultation Room One, Hallway, Kitchen, WC.

**First Floor:** Landing, Consultation Room Two, Consultation Room Three, Office, WC.

**Second Floor:** Office.

**Outside:** A secure rear garden lies to the rear and there is a gated side access.

### Viewing

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

### Joint Agent

Dee Atkinson & Harrison  
56 Market Place  
Driffeld  
East Yorkshire  
YO25 6AW  
Tel: 01377 241919



Total area: approx. 121.9 sq. metres (1312.1 sq. feet)

**Tenure:** The property is held under Freehold title and is sold subject to the existing lease which commenced on 1st of February 2017 for a term of 5 years. A copy of the lease will be included in the Legal pack.

**Services:** All mains services are connected, these services have not been tested by Auction House.

**Solicitors:** Graham and Rosen, Mr Tim Hale. 8 Parliament Street, Hull, East Yorkshire HU1 2BB. Tel: 01482 323123.

**Energy Performance Certificate (EPC):** Current Rating EER TBC

### Additional Fees

**Administration Charge:** The purchaser will be required to pay an administration charge of £750 (£625 plus VAT) in addition to the purchase price of the property.

**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

## 9 Westwood Road, Beverley, HU17 8EN

**\*GUIDE PRICE: £225,000 - £250,000 (plus fees)**



### Description

The accommodation which is spread over three floors includes two reception rooms, a kitchen and three double bedrooms. The property lends itself to a programme of modernisation and this sale represents a rarely available opportunity to buy an exceptional family house and carry out alterations and improvements to the purchaser's personal design and specification.

### Situation

The house is situated on Westwood Road which is one of Beverley's most desirable locations, only a short stroll away from Beverley Westwood and the centre of this historic market town with its many amenities to include an excellent range of restaurants, bars and shops.

### Accommodation:

**Ground Floor:** Entrance Hall, Reception One, Reception Two, Kitchen.

**First Floor:** Landing, Bedroom One, Bathroom.

**Second Floor:** Bedroom Two, Bedroom Three.

**Outside:** To the rear there is a paved garden with brick stores and an access gate.

### Viewing

Strictly by appointment through Auction House Hull & East Yorkshire. Telephone: 01482 866844.

### Joint Agent

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



**Tenure:** Freehold. Vacant possession upon completion.

**Services:** All mains services are connected to the property. None of the services or installations have been tested.

**Solicitors:** Sandersons, G Davis, 17-19 Parliament Street, Hull, HU1 2BH, Tel: 01482 324662

**Energy Performance Certificate (EPC):** EER - D(55)

### Additional Fees

**Administration Charge:** The purchaser will be required to pay an administration charge of £750 (£625 plus VAT) in addition to the purchase price of the property.

**Disbursements:** Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.



**DO YOU HAVE A PROPERTY  
SUITABLE FOR AUCTION?**

**WE ARE NOW TAKING  
ENTRIES FOR OUR  
NEXT AUCTION ON  
THE  
18TH MARCH 2020**

**AUCTION  
HOUSE**

**HULL &  
EAST YORKSHIRE**

For all enquiries or a FREE VALUATION contact

**0845 400 9900**

[hullandey@auctionhouse.co.uk](mailto:hullandey@auctionhouse.co.uk) [www.auctionhouse.co.uk/hullandeastyorkshire](http://www.auctionhouse.co.uk/hullandeastyorkshire)

# NON-ATTENDING BID OR TELEPHONE BID

Please also sign and return the reverse side of this form



## AUTHORISATION FOR BIDDING BY PROXY OR TELEPHONE

Full Name (s):

Name of Company (if applicable):

Home or

Company

(address):  Postcode:

Tel:  Mobile:

Email:

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 £750.00 (£625.00 plus VAT) Administration Charge plus Buyers Premium if applicable.

OR

☐

I attach a blank cheque to be completed by the Auctioneer if my bid is successful, within which he will include £750.00 (£625.00 plus VAT) (subject to a minimum of 0.3% inc VAT of the purchase price), in addition to the purchase price of the property. Administration Charge plus Buyers Premium if applicable.

My cheque of £  is made payable to AUCTION HOUSE HULL & EAST YORKSHIRE

(amount if applicable)

I hereby authorise Auction House to undertake Proof of Identification checks using the information provided.

Date of Birth  Period living at current address  NI Number

Passport Number  Driving Licence Number

Previous address if less than   
6 months

## 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.
2. The bidder must upload Proof of Identity in the form of a scan of a driving licence or passport, and a scan of a utility bill to the Auctions Passport Service that accesses the property's Legal Pack. Also you authorise Auction House to undertake a search with Experian for the purpose of verifying your identity. To do so Experian may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.
3. The form must be sent to, or delivered to: Written & Telephone Bids Auction House Dee Atkinson & Harrison, 56 Market Place, Driffield, 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.
4. In the case of a telephone bid the prospective purchaser should provide a blank cheque in the name of the purchaser 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 administration charge or in accordance with the General or Special Conditions of Sale relating to the lot.
5. 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.
6. 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.
7. 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, any failure to validate Proof of Identification, 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.
8. 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).
9. 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 £750.00 (£625.00 plus VAT) should be added to the deposit cheque or a separate cheque should be made payable to Auction House Hull & East Yorkshire.
10. In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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



# MEMORANDUM OF SALE



Property Address:

Price:

Lot No.

The Vendor:

The Purchaser:

Post Code:

Tel:

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:

£

Less Deposit:

£

Balance:

£

Dated:

Completion Date:

Signed:

Authorised Agent for Vendor

As Agents for the Vendor we acknowledge receipt of the deposit in the form

of:

Dated:

Signed:

The Purchaser

Purchasers Solicitor:

Post Code:

Tel:

Vendors Solicitor:

Post Code:

Tel:

\* 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 £750.00 (£625.00 plus VAT) plus Buyers Premium if applicable.

# 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 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.

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

# COMMON AUCTION CONDITIONS (EDITION 3)

## REPRODUCED WITH THE CONSENT OF THE RICS

	document.		
<b>A5</b>	<b>THE CONTRACT</b>	<b>G3.</b>	<b>BETWEEN CONTRACT AND COMPLETION</b>
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.	G3.1	Unless the special conditions state otherwise, the seller is to insure the lot from and including the contract date to completion and:
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).		(a) produce to the buyer on request all relevant insurance details;
A5.3	You must before leaving the auction:		(b) pay the premiums when due;
	(a) provide all information we reasonably need from you to enable us to complete the sale memorandum (including proof of your identity if required by us);		(c) 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;
	(b) sign the completed sale memorandum; and		(d) 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;
	(c) pay the deposit.		(e) unless otherwise agreed, cancel the insurance at completion, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the buyer;
A5.4	If you do not we may either:		and
	(a) as agent for the seller treat that failure as your repudiation of the contract and offer the lot for sale again: the seller may then have a claim against you for breach of contract; or		(f) (subject to the rights of any tenant or other third party) hold on trust for the buyer any insurance payments that the seller receives in respect of loss or damage arising after the contract date or assign to the buyer the benefit of any claim;
	(b) sign the sale memorandum on your behalf.		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.
A5.5	The deposit:	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.
	(a) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the seller, but otherwise is to be held as stated in the sale conditions; and	G3.3	Section 47 of the Law of Property Act 1925 does not apply.
	(b) must be paid in pounds sterling by cheque or by bankers' draft made payable to us on an approved financial institution. The extra auction conduct conditions may state if we accept any other form of payment.	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.
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.	<b>G4.</b>	<b>TITLE AND IDENTITY</b>
A5.7	If the buyer does not comply with its obligations under the contract then:	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.
	(a) you are personally liable to buy the lot even if you are acting as an agent; and		If any of the documents is not made available before the auction the following provisions apply:
	(b) you must indemnify the seller in respect of any loss the seller incurs as a result of the buyer's default.	G4.2	(a) The buyer may raise no requisition on or objection to any of the documents that is made available before the auction.
A5.8	Where the buyer is a company you warrant that the buyer is properly constituted and able to buy the lot.		(b) If the lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.
<b>A6</b>	<b>EXTRA AUCTION CONDUCT CONDITIONS</b>		(c) If the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or an examined copy of every relevant document.
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.		(d) If title is in the course of registration, title is to consist of certified copies of:
			(i) the application for registration of title made to the land registry;
			(ii) the documents accompanying that application;
			(iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
			(iv) a letter under which the seller or 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.
			(e) The buyer has no right to object to or make requisitions on any title information more than seven business days after that information has been given to the buyer.
		G4.3	Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):
			(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the buyer; and
			(b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or 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.
		<b>G5.</b>	<b>TRANSFER</b>
		G5.1	Unless a form of transfer is prescribed by the special conditions:
			(a) the buyer must supply a draft transfer to the seller at least ten business days before the agreed completion date and the engrossment (signed as a deed by the buyer if condition 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
			(b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer.
		G5.2	If the seller remains liable in any respect in relation to the lot (or a tenancy) following completion the buyer is specifically to covenant in the transfer to indemnify the seller against that liability.
		G5.3	The seller cannot be required to transfer the lot to anyone other than the buyer, or by more than one transfer.
		<b>G6.</b>	<b>COMPLETION</b>
		G6.1	Completion is to take place at the offices of the seller's conveyancer, or where the seller may reasonably require, on the agreed completion date. The seller can only be required to complete on a business day and between the hours of 0930 and 1700.
		G6.2	The amount payable on completion is the balance of the price adjusted to take account of apportionments plus (if applicable) VAT and interest.
		G6.3	Payment is to be made in pounds sterling and only by:
			(a) direct transfer to the seller's conveyancer's client account; and
			(b) the release of any deposit held by a stakeholder.
		G6.4	Unless the seller and the buyer otherwise agree, completion cannot take place until both have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.
		G6.5	If completion takes place after 1400 hours for a reason other than the seller's default it is to be treated, for the purposes of apportionment and calculating interest, as
<b>GENERAL CONDITIONS OF SALE</b>			
	Words in bold type have special meanings, which are defined in the Glossary		
<b>G1.</b>	<b>THE LOT</b>		
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:		
	(a) matters registered or capable of registration as local land charges;		
	(b) matters registered or capable of registration by any competent authority or under the provisions of any statute;		
	(c) notices, orders, demands, proposals and requirements of any competent authority;		
	(d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;		
	(e) rights, easements, quasi-easements, and wayleaves;		
	(f) outgoing and other liabilities;		
	(g) any interest which overrides, within the meaning of the Land Registration Act 2002;		
	(h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the buyer has made them; and		
	(i) anything the seller does not and could not reasonably know about.		
G1.5	Where anything subject to which the lot is sold would expose the seller to liability the buyer is to comply with it and indemnify the seller against that liability.		
G1.6	The seller must notify the buyer of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the contract date but the buyer 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:		
	(a) the documents, whether or not the buyer has read them; and		
	(b) the physical condition of the lot and what could reasonably be discovered on inspection of it, whether or not the buyer has inspected it.		
G1.10	The buyer is not to rely on the information contained in the particulars but may rely on the seller's conveyancer's written replies to preliminary enquiries to the extent stated in those replies.		
<b>G2.</b>	<b>DEPOSIT</b>		
G2.1	The amount of the deposit is the greater of:		
	(a) any minimum deposit stated in the auction conduct conditions (or the total price, if this is less than that minimum); and		
	(b) 10% of the price (exclusive of any VAT on the price).		
G2.2	The deposit		
	(a) must be paid in pounds sterling by cheque or banker's draft drawn on an approved financial institution (or by any other means of payment that the auctioneers may accept); and		
	(b) is to be held as stakeholder unless the auction conduct conditions provide that it is to be held as agent for the seller.		
G2.3	Where the auctioneers hold the deposit as stakeholder they are authorised to release it (and 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		



# COMMON AUCTION CONDITIONS (EDITION 3)

## REPRODUCED WITH THE CONSENT OF THE RICS

	if it had taken place on the next business day. G6.6 Where applicable the contract remains in force following completion.		
<b>G7.</b>	<b>NOTICE TO COMPLETE</b>		
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:	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.
	(a) terminate the contract;		
	(b) claim the deposit and any interest on it if held by a stakeholder;	<b>G12.</b>	<b>MANAGEMENT</b>
	(c) forfeit the deposit and any interest on it;	G12.1	This condition G12 applies where the lot is sold subject to tenancies.
	(d) resell the lot; and	G12.2	The seller is to manage the lot in accordance with its standard management policies pending completion.
G7.4	(e) claim damages from the buyer.		
	If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has:	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) terminate the contract; 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>G8.</b>	<b>IF THE CONTRACT IS BROUGHT TO AN END</b>		(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
	If the contract is lawfully brought to an end:		(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.
	(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>G13.</b>	<b>RENT DEPOSITS</b>
	(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.	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.
<b>G9.</b>	<b>LANDLORD'S LICENCE</b>		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.
G9.1	Where the lot is or includes leasehold land and licence to assign is required this condition G9 applies.	G13.2	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:
G9.2	The contract is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.		(a) observe and perform the seller's covenants and conditions in the rent deposit deed and indemnify the seller in respect of any breach;
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.		(b) give notice of assignment to the tenant; and
G9.4	The seller must:		(c) give such direct covenant to the tenant as may be required by the rent deposit deed.
	(a) use all reasonable endeavours to obtain the licence at the seller's expense; and	<b>G14.</b>	<b>VAT</b>
	(b) enter into any authorised guarantee agreement properly required.	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.
G9.5	The buyer must:		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.
	(a) promptly provide references and other relevant information; and	<b>G15.</b>	<b>TRANSFER AS A GOING CONCERN</b>
	(b) comply with the landlord's lawful requirements.	G15.1	Where the special conditions so state:
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.		(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>G10.</b>	<b>INTEREST AND APPORTIONMENTS</b>		(b) this condition G15 applies.
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.	G15.2	The seller confirms that the seller
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.		(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.
G10.3	Income and outgoings are to be apportioned at actual completion date unless:	G15.3	The buyer confirms that:
	(a) the buyer is liable to pay interest; and		(a) it is registered for VAT, either in the buyer's name or as a member of a VAT group;
	(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.		(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;
G10.4	Apportionments are to be calculated on the basis that:	G15.4	(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.
	(a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;		The buyer is to give to the seller as early as possible before the agreed completion date evidence:
	(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		(a) of the buyer's VAT registration;
	(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.		(b) that the buyer has made a VAT option; and
<b>G11.</b>	<b>ARREARS</b>		(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.
	Part 1 Current rent	G15.5	The buyer confirms that after completion the buyer intends to:
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.		(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
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.	G15.6	(b) collect the rents payable under the tenancies and charge VAT on them
G11.3	Parts 2 and 3 of this condition G11 do not apply to arrears of current rent.		If, after completion, it is found that the sale of the lot is not a transfer of a going concern then:
	Part 2 Buyer to pay for arrears		(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;
G11.4	Part 2 of this condition G11 applies where the special conditions give details of arrears.		(b) the buyer must within five business days of receipt of the VAT invoice pay to the seller the VAT due; and
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.		(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.
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.	<b>G16.</b>	<b>CAPITAL ALLOWANCES</b>
	Part 3 Buyer not to pay for arrears	G16.1	This condition G16 applies where the special conditions state that there are capital allowances available in respect of the lot.
G11.7	Part 3 of this condition G11 applies where the special conditions:		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.
	(a) so state; or	G16.2	The value to be attributed to those items on which capital allowances may be claimed is set out in the special conditions.
	(b) give no details of any arrears.		The seller and buyer agree:
G11.8	While any arrears due to the seller remain unpaid the buyer must:	G16.3	(a) to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition G16; and
	(a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;		(b) to submit the value specified in the special conditions to HM Revenue and Customs for the purposes of their respective capital allowance computations.
	(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);	G16.4	
	(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		

# COMMON AUCTION CONDITIONS (EDITION 3)

## REPRODUCED WITH THE CONSENT OF THE RICS

<b>G17.</b>	<b>MAINTENANCE AGREEMENTS</b>		
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.	G23.3	review proceedings without the written consent of the buyer, such consent not to be unreasonably withheld or delayed.
G17.2	The buyer must assume, and indemnify the seller in respect of, all liability under such contracts from the actual completion date.		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.
<b>G18.</b>	<b>LANDLORD AND TENANT ACT 1987</b>	G23.4	The seller must promptly:
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.		(a) give to the buyer full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
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.	G23.5	(b) use all reasonable endeavours to substitute the buyer for the seller in any rent review proceedings.
<b>G19.</b>	<b>SALE BY PRACTITIONER</b>		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.
G19.1	This condition G19 applies where the sale is by a practitioner either as seller or as agent of the seller.	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.
G19.2	The practitioner has been duly appointed and is empowered to sell the lot.		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.
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.	G23.7	The seller and the buyer are to bear their own costs in relation to rent review negotiations and proceedings.
	The transfer is to include a declaration excluding that personal liability.		<b>TENANCY RENEWALS</b>
G19.4	The lot is sold:	G23.8	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.
	(a) in its condition at completion;	<b>G24.</b>	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.
	(b) for such title as the seller may have; and	G24.1	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.
	(c) 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.		Following completion the buyer must:
G19.5	Where relevant:	G24.2	(a) with the co-operation of the seller take immediate steps to substitute itself as a party to any proceedings;
	(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) 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
	(b) the seller may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925.	G24.3	(c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed tenancy) account to the seller for the part of that increase that relates to the seller's period of ownership of the lot within five business days of receipt of cleared funds.
G19.6	The buyer understands this condition G19 and agrees that it is fair in the circumstances of a sale by a practitioner.	G24.4	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.
<b>G20.</b>	<b>TUPE</b>		<b>WARRANTIES</b>
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.		Available warranties are listed in the special conditions.
G20.2	If the special conditions do not state "There are no employees to which TUPE applies" the following paragraphs apply:	G25.1	Where a warranty is assignable the seller must:
	(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.	G25.2	(a) on completion assign it to the buyer and give notice of assignment to the person who gave the warranty; and
	(b) The buyer confirms that it will comply with its obligations under TUPE and any special conditions in respect of the Transferring Employees.		(b) 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.
	(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.	G25.3	If a warranty is not assignable the seller must after completion:
	(d) The buyer is to keep the seller indemnified against all liability for the Transferring Employees after completion.		(a) hold the warranty on trust for the buyer; and
<b>G21.</b>	<b>ENVIRONMENTAL</b>		(b) at the buyer's cost comply with such of the lawful instructions of the buyer in relation to the warranty as do not place the seller in breach of its terms or expose the seller to any liability or penalty.
G21.1	This condition G21 only applies where the special conditions so provide.	<b>G26.</b>	<b>NO ASSIGNMENT</b>
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.		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.
G21.3	The buyer agrees to indemnify the seller in respect of all liability for or resulting from the environmental condition of the lot.	<b>G27.</b>	<b>REGISTRATION AT THE LAND REGISTRY</b>
<b>G22.</b>	<b>SERVICE CHARGE</b>	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:
G22.1	This condition G22 applies where the lot is sold subject to tenancies that include service charge provisions.		(a) procure that it becomes registered at Land Registry as proprietor of the lot;
G22.2	No apportionment is to be made at completion in respect of service charges.		(b) procure that all rights granted and reserved by the lease under which the lot is held are properly noted against the affected titles; and
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:		(c) provide the seller with an official copy of the register relating to such lease showing itself registered as proprietor.
	(a) service charge expenditure attributable to each tenancy;	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:
	(b) payments on account of service charge received from each tenant;		(a) apply for registration of the transfer;
	(c) any amounts due from a tenant that have not been received;		(b) provide the seller with an official copy and title plan for the buyer's new title; and
	(d) any service charge expenditure that is not attributable to any tenancy and is for that reason irrecoverable.		(c) join in any representations the seller may properly make to Land Registry relating to the application.
G22.4	In respect of each tenancy, if the service charge account shows that:	<b>G28.</b>	<b>NOTICES AND OTHER COMMUNICATIONS</b>
	(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;	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.
	(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.	G28.2	A communication may be relied on if:
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.		(a) delivered by hand; or
			(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
G22.6	If the seller holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:		(c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the sale memorandum) by a postal service that offers normally to deliver mail the next following business day.
	(a) the seller must pay it (including any interest earned on it) to the buyer on completion; and	G28.3	A communication is to be treated as received:
	(b) the buyer must covenant with the seller to hold it in accordance with the terms of the tenancies and to indemnify the seller if it does not do so.		(a) when delivered, if delivered by hand; or
<b>G23.</b>	<b>RENT REVIEWS</b>	G28.4	(b) when personally acknowledged, if made electronically;
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.		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.
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	<b>G29.</b>	<b>CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999</b>
			No one is intended to have any benefit under the contract pursuant to the Contract (Rights of Third Parties) Act 1999.

# Going once...

The most suitable properties for auction include:

-  Properties for improvement
-  Tenanted properties
-  Residential investments
-  Development propositions
-  Building Land
-  Mixed use properties
-  Commercial investments
-  Unique properties
-  Land (development or greenfield)
-  Lock up garages

## Auction dates:

18th March 2020

13th May 2020



8th July 2020

9th September 2020

11th November 2020

[auctionhouse.co.uk/hullandeastyorkshire](https://auctionhouse.co.uk/hullandeastyorkshire)

Administration Office  
56 Market Place, Drifffield, East Yorkshire  
YO25 6AW

 0845 400 9900  
 [hullandey@auctionhouse.co.uk](mailto:hullandey@auctionhouse.co.uk)



PROPERTY AUCTION EXPERTS  
LOCALLY REGIONALLY NATIONALLY