

AUCTION HOUSE

HULL &
EAST YORKSHIRE

Wednesday 13th June 2018

6.30pm

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



AUCTION VENUE

Wednesday 13th June 2018
6.30pm

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



The Auction Team:

Auctioneers: David Atkinson FRICS FAAV, Adrian Harrison MRICS
Business Development Partner: Simon Dee MRICS
Auction Co-ordinator: Sarah Walford
Auction Administrator: Toni Massey

INTRODUCER AGENTS



THE AUCTIONEERS



The image features three headshots of staff members on the left, each with their name and title. On the right is a large red and white sign for Auction House, Hull & East Yorkshire, advertising a property for sale by auction. The background is a blue sky with white clouds.

Simon Dee MRICS
Partner & Valuer

Adrian Harrison
Partner, Valuer & Auctioneer

Deena Weightman
Valuer

AUCTION HOUSE
HULL & EAST YORKSHIRE
FOR SALE BY AUCTION
0845 4009900
auctionhouse.co.uk/hullandeastyorkshire

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 HOUSE

auctionhouse.co.uk

AUCTION INFORMATION



Administration Charge 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 £600.00 (£500.00 + VAT).



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.



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.



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.



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.



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.



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.



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.



***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.



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.



Pre Auction Sales Offers made on property included in this auction may be accepted by the Vendor prior to the auction. 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.



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.



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.



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.



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.



The Catalogue Details of the property and land to be sold are set out in our catalogue and on our website 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.



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.



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.



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.

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 13th June 2018 6.30pm

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

LOT	ADDRESS	*GUIDE PRICE	LOT TYPE
1	Flat 1, Princess Royal Park, Scarborough	£40,000	Residential
2	44 Cawood Crescent, Skirlaugh	£75,000	Residential
3	9 Church Mount, Sutton	£180,000 - £200,000	Residential
4	19 Endymion Street, Hull	£55,000	Commercial
5	38 Sefton Street, Hull	£38,000	Residential
6	44 Dorset Street, Hull	£40,000	Residential
7	2 Magdalen Gate, Hedon	£175,000 - £200,000	Development
8	24 Ryde Street, Hull	£120,000 - £130,000	Residential Investment
9	985 Spring Bank West, Hull	£68,000 - £72,000	Residential
10	7 Bondane, Hull	£42,500	Residential
11	Apartment 66, Urban 1, 12 Spring Street, Hull	£60,000	Residential
12	Flat 14 , Carlton House, 307 - 311 Anlaby Road, Hull	£20,000 - £25,000	Residential
13	Residential Property Portfolio, Anlaby Road, Hull	£190,000 - £200,000	Residential Investment
14	37-39 George Street, Hull	£140,000 - £150,000	Commercial
15	33 George Street, Hull	£70,000 - £75,000	Commercial
16	26A King Street, Driffield	£50,000 - £55,000	Residential
17	8-9 Church Row, Wold Newton	£90,000 - £100,000	Residential for Improvement
18	1 Elmswell Cottages, Elmswell	£125,000 - £135,000	Residential for Improvement
19	2 Elmswell Cottages, Elmswell	£120,000 - £130,000	Residential for Improvement

***Description on Auction Information page**

Ground Floor Flat, 1 Princess Royal Park, Scarborough YO11 2RS

*GUIDE PRICE: **Circa £40,000** (plus fees)



Description

This spacious self contained one bedroomed flat is an ideal opportunity to investors, an owner occupier or those seeking a holiday home in the town. It is situated on the ground floor of a converted house that stands in a prominent corner position, the flat having a particularly attractive living room with a dual aspect. Gas radiator central heating is installed to the accommodation which includes a welcoming private entrance hall with all rooms leading off. Ample inside storage including useful utility room.

Situation

Located on the south side of Scarborough town centre the property is also within walking distance of the south bay beach and Esplanade. There are shops in the locality and the property is also close to the university and schools.

Accommodation:

Ground Floor: Entrance Vestibule, Hallway, Living Room, Inner Hallway, Bedroom One, Bathroom/WC, Kitchen, Utility Room.

Viewings

Strictly by appointment through the Agents on 01377 241919 or 0845 400 9900.

Joint Agents

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



Tenure: Understood to be long leasehold (please refer to legal pack). Vacant possession upon completion.

Solicitors: Optima Legal Tel: 0844 5716986.

Services: Mains water, electricity, gas and drainage are connected to the property. Non of the services or insulations have been tested.

Energy Performance Certificate (EPC): Current Rating D(66)

Additional Fees

Administration Charge: The purchaser will be required to pay an administration charge of £600 (£500 plus VAT) in addition to the purchase price of the property.

Buyers Premium: It should be noted that a buyer's premium of £1,140 including VAT (£950+VAT) is payable on this lot.

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

44 Cawood Crescent, Skirlaugh HU11 5DW

*GUIDE PRICE: **£75,000** (plus fees)



Description

This semi-detached 2/3 bedroomed dormer style bungalow has tremendous potential to add value. Not for the faint hearted developer or individual, the property requires extensive renovation work, both the accommodation and garden sadly having been totally devoid of any care or maintenance for many years. The property is therefore a shell, requiring a full interior refit and garden makeover. Scope may exist for further development of the roofspace area with additional dormer accommodation, subject to all required permissions.

Situation

Skirlaugh is on the A165 east of Beverley and north east of Hull. Each of these centres is about nine or ten miles by road and the house is located on a housing development of similar properties on the edge of the village within approximately a third of a mile of the local school, shop and two public houses.

Accommodation:

Ground Floor: Hallway, Front Bedroom, Living Room, Kitchen, Dining Room/potential Bedroom, potential Bathroom/WC

First Floor: Dormer Bedroom

Outside: Side drive. Front and rear garden

Viewings

Please contact the auctioneers for an appointment Tel: (01482) 866844.

Joint Agents

Dee Atkinson & Harrison
11 Market Place
Beverley
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: Hamers Solicitors, Mr Carl Bailey, 5 Earls Court, Priory Park East, Hull, HU4 7DY Tel: (01482) 326666. cbailey@hamers.com.

Additional Fees

Administration Charge: The purchaser will be required to pay an administration charge of £600 (£500 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 Church Mount, Sutton HU7 4TJ

***GUIDE PRICE: £180,000 – £200,000 (plus fees)**



Description

This substantial period house dating from the 1870's is part of two fine terraces in the heart of the conservation area of this historic village on the edge of Hull. The properties stand well back from Church Street behind an impressive belt of greenery and mature trees, with good sized gardens and a rear tenfoot access. The house retains original character features and includes part gas central heating and double glazing, but otherwise presents as a fantastic opportunity for modernisation and redecoration. Improvements to the loft rooms could create a superb six bedroomed family home.

Situation

Sutton-on-Hull is an historic suburb about three miles north-east of the centre of Kingston upon Hull. The secluded setting of the property is only a short walk from the main village amenities to include a variety of shops, public houses and local services.

Accommodation:

Ground Floor: Storm Porch, Entrance Hall, Lounge, Sitting Room, Small Lobby, Separate WC, Dining Room, Kitchen, Pantry, Rear Porch.

First Floor: Landing, Four Bedrooms, Half Landing, Separate WC, Bathroom.

Second Floor: Two Loft Rooms/Potential Bedrooms.

Outside: A large front lawn is communally maintained with the owners of 10 and 11 Church Mount and is screened by hedges and dense roadside planting including mature horse chestnut trees. A similarly long private garden at the rear of the property is grassed with shrubs forming mature screen boundaries.

Vehicular access from a shared tenfoot.

Viewings

Please contact the auctioneers for an appointment. 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: Payne & Payne, Hanover House, Alfred Gelder Street, Hull, HU1 2AH. For the attention of Patrick Craft. Tel: (01482) 326446. Email: pcraft@payne&payne.co.uk

Energy Performance Certificate (EPC): Current Rating E(47)



Additional Fees

Administration Charge: The purchaser will be required to pay an administration charge of £600 (£500 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.

19 Endymion Street, Hull HU8 8TZ

*GUIDE PRICE: **£55,000** (plus fees)



Description

An end of terrace property forming part of a small neighbourhood shopping centre. The ground floor retail space has been extended to create a prominent double fronted shop which as A3 planning consent and comprises a well finished kitchen servery area plus separate cafe seating area. The first floor comprises an independently accessed and self contained bed-sit which would be suitable either as owner's living accommodation or a letting unit to produce an income. Gas central heating is installed. The property has uPVC double glazed windows with front security shutters.

Situation

The property is located at a junction on James Reckitt Avenue, with housing adjacent and just a short walk from the large business park area of Mount Pleasant. It is about 1.5 miles north east of the centre of the city.

Accommodation:

Ground Floor: Retail Sales/Cafe, Kitchen Area, WC.

First Floor: Bed/Sitting Room, Recess Kitchen, Bathroom/WC.

Outside: Blocked paved forecourt enclosed by a low wall and railings. Rear pedestrian access.

Viewings

Please contact the auctioneers for an appointment. Tel: (01482) 866844.

Joint Agent

Dee Atkinson & Harrison
11 Market Place, Beverley 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, 17-19 Parliament Street, Hull, HU1 2BH. For the attention of Geoff Davis. Tel: (01482) 324662. Email: gdavis@sandersonssolicitors.co.uk

Energy Performance Certificate (EPC): Current Rating D(85).

Additional Fees

Administration Charge: The purchaser will be required to pay an administration charge of £600 (£500 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.

38 Sefton Street, Hull HU3 3SA

*GUIDE PRICE: £38,000 (plus fees)

**Description**

This two double bedroomed mid-terrace property which is in need of some cosmetic upgrading offers an excellent investment opportunity. To the ground floor the house briefly comprises an entrance hall and a lounge which is open plan to the kitchen area. To the first floor there are two bedrooms and a shower room. There is also a garden to the rear.

Situation

Sefton Street is conveniently located off Hesse Road with local shops, public transportation and other amenities close-to-hand. Sainsbury's superstore is a short driving distance away and access to both Hull City Centre and the A63/M62 motorway link is provided via the nearby Clive Sullivan Way.

Accommodation:

Ground Floor: Entrance Hall, Lounge, Kitchen.

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

Outside: There is a rear garden with fencing to the boundaries.

Viewing

Strictly by appointment with Auction House Hull & East Yorkshire's Hesse office (01482) 644515.

Joint Agents

Dee Atkinson & Harrison
6 Hull Road
Hesse
HU17 8BB



Tenure: We understand the property to be freehold (subject to confirmation by the vendors' solicitors).

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

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

Energy Performance Certificate (EPC): Current Rating D(67)

Additional Fees

Administration Charge: The purchaser will be required to pay an administration charge of £600 (£500 plus VAT) in addition to the purchase price of the property.

Buyer's Premium: It should be noted that a buyer's premium of £360 (£300 plus VAT) is payable on this property in addition to the purchase price.

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

Rates from
0.75%



bridging **finance**
solutions

PRINCIPAL LENDER OF SHORT TERM PROPERTY FINANCE



NO

**unexpected
items in the
bagging
area...**

- NO** Upfront Fees
- NO** Product Fees
- NO** Exit Fees
- NO** Expiry Fees
- NO** Redemption Fees
- NO** Hidden Costs

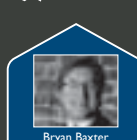
Call us today on 0151 639 7554 for **fast access to finance**

info@bridgingfinance-solutions.co.uk / www.bridgingfinance-solutions.co.uk

Whether you are looking for **fast purchase** or **refurbishment funding**, **auction finance** or **capital raising**, we can help.

AUCTION HOUSE COMMERCIAL

Selling Commercial Lots
at Better Prices to
the Best Buyers



Call us now on **0345 8731366**

For more information visit our website auctionhouse.co.uk/commercial

44 Dorset Street, Hull HU4 6PP

*GUIDE PRICE: **£40,000** (plus fees)



Description

This two bedroom extended mid-terrace house is being offered at a realistic guide price in move-in condition and is an excellent investment opportunity. The property briefly comprises the ground floor a lounge/diner, a fitted kitchen and a bathroom while to the first floor there are two good sized bedrooms. Externally, there is a rear yard. Benefitting from double glazing and gas central heating together with newly fitted carpets.

Situation

Situated in Dorset Street, West Hull, the property is close to Hull City Centre and has easy access to Hessle Road with its array of local shops and Asda supermarket. There are good transport links to the A63.

Accommodation:

Ground Floor: Porch, Lounge/Dining Room, Kitchen, Bathroom.

First Floor: Two Bedrooms.

Outside: There is a rear yard with fencing to the boundaries.

Viewings

Strictly by appointment with Auction House Hull & East Yorkshire's Hessle office (01482) 644515.

Joint Agents

Dee Atkinson & Harrison
6 Hull Road
Hessle
HU13 0AH



Tenure: We understand the property to be freehold (subject to confirmation by the vendors' solicitors).

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, East Yorkshire, HU1 1YG. Tel: (01482) 300200. Email: lac@lockings.co.uk

Energy Performance Certificate (EPC): Current Rating D(63)

Additional Fees

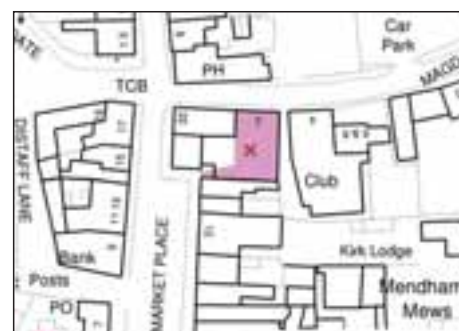
Administration Charge: The purchaser will be required to pay an administration charge of £600 (£500 plus VAT) in addition to the purchase price of the property.

Buyer's Premium: It should be noted that a buyer's premium of £360 (£300 plus VAT) is payable on this property in addition to the purchase price.

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

2 Magdalen Gate, Hedon HU12 8JP

*GUIDE PRICE: **£175,000 - £200,000** (plus fees)



Description

This three storey period warehouse style building is understood to have origins as a chandlers premises and then to have been used for grain storage. Latterly the ground floor accommodation has been developed and used as a restaurant, having its own entrance from and also being known as 18c Market Place. Two redundant upper two floors, totalling around 2,800 sq feet have consent for conversion to 5 self contained residential units, possessing many interesting character features which could be incorporated into an imaginative redevelopment scheme in the heart of this historic market town.

Situation

Hedon lies about 6 miles east of the city of Hull and this property is located in the centre of the town, within a conservation area and bordered by listed buildings that are on the edge of the small market place which provides a variety of retail and service outlets.

Accommodation:

Ground Floor: Restaurant with Bar & Kitchen. Approx 1300 sq ft (121 sq m) plus toilets. Separate Ent Hall with stairs to:

First Floor: (in three sections) Approx 1685 sq ft. (156 sq m)

Second Floor: (in two sections) Approx 1110 sq ft (103 sq m)

Planning Consent

Full planning permission was granted on 20th March 2018 for conversion of the redundant grain store to five self-contained residential units under Application Number DC/17/04208/PLF/EASTSE. A copy of the Notice of Decision and plans are available from the auctioneers' Beverley office or the East Riding of Yorkshire Council planning portal.

Viewings

Please contact the auctioneers for an appointment. 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: For the attention of Rachael Wilson, James Legal, Planet House, Woodhouse Street, Hedon Road, Hull, HU9 1RJ. Tel: (01482) 974510. Email: rachael.wilson@jameslegal.co.uk

Energy Performance Certificate (EPC): Current Rating G(153)



Additional Fees

Administration Charge: The purchaser will be required to pay an administration charge of £600 (£500 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.

24 Ryde Street, Hull HU5 1PA

***GUIDE PRICE: £120,000 - £130,000 (plus fees)**



Description

An excellent investment opportunity has arisen to purchase this fully refurbished six bedroomed Article 4 compliant mid-terrace property which is currently achieving a rental income of £1,875 pcm. The property briefly comprises to the ground floor an entrance hall, a modern fitted kitchen, a communal lounge and two bedrooms, both with en suite shower rooms. To the first floor there are four further bedrooms, each with an en suite shower room. The property has a rear garden. There is a phase 3 electric supply (tested).

Location

Ryde Street is situated off Beverley Road which benefits from easy access to Hull City Centre. A wide variety of amenities are close-by which include shops, public transport and schools.

Accommodation:

Ground Floor: Entrance Hall, Kitchen, Communal Lounge, Bedroom One, En Suite Shower Room, Bedroom Two, En Suite Shower Room.

First Floor: Bedroom Three, En Suite Shower Room, Bedroom Four, En Suite Shower Room, Bedroom Five, En Suite Shower Room, Bedroom Six, En Suite Shower Room.

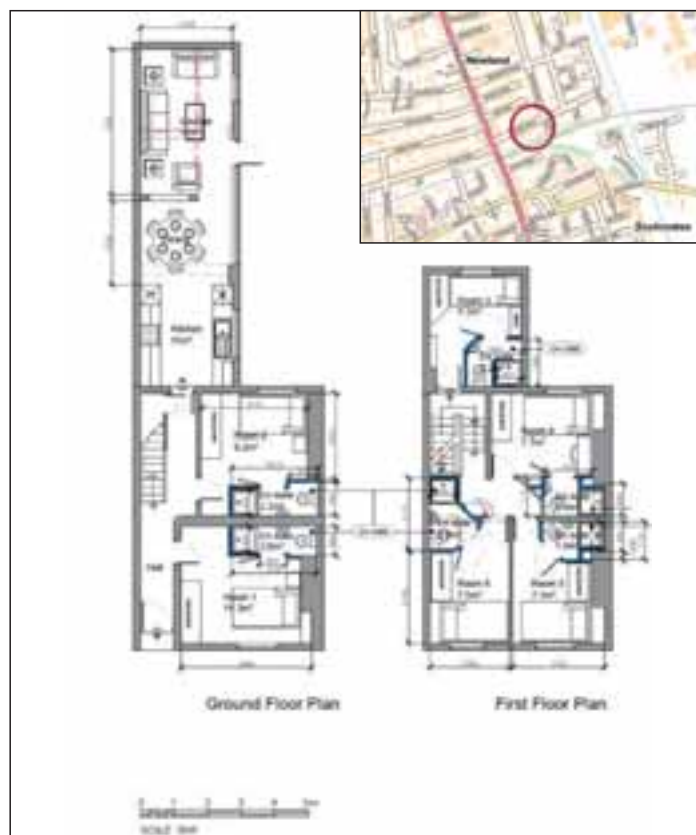
Outside: There is a rear garden.

Viewing

Strictly by appointment with Auction House Hull & East Yorkshire's Hesse office (01482) 644515.

Joint Agent

Dee Atkinson & Harrison
6 Hull Road, Hessle HU13 0AH



Tenure: We understand the property to be freehold (subject to confirmation by the vendor's solicitors).

Services: A phase 3 electric supply, water and drainage are connected to the property. It should be noted that each bedroom has its own electric meter. None of the services or installations have been tested.

Solicitors: Ms Josie Brown, Robertsons Legal Limited, 6 Park Place, Cardiff, CF10 3RS. Tel: 029 2023 7777. Email: j.brown@robsols.co.uk

Energy Performance Certificate (EPC): Current Rating TBC

Additional Fees

Administration Charge: The purchaser will be required to pay an administration charge of £600 (£500 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.

985 Spring Bank West, Hull HU5 5EU

*GUIDE PRICE: **£68,000 - £72,000** (plus fees)



Description

This traditional terraced house has been improved in the past by the addition of a ground floor dining extension, re-roofing and replacement double glazing, but offers great further scope to create a super two bedroomed home close to amenities. Works ideally required will include installation of central heating, new kitchen and bathroom plus a full redecoration programme. The property has a south facing back garden with garage and access from a rear tenfoot.

Situation

The house is located at the quieter western end of Spring Bank West, close to Willerby Road and the Calvert Lane roundabout junction around which there are a comprehensive range of local neighbourhood shops. It is about 2.5 miles into the centre of the city, to the east.

Accommodation:

Ground Floor: Entrance hall, Lounge, Kitchen, Dining/Utility Room, Separate WC.

First Floor: Landing, Bedroom One, Bedroom Two, Bathroom & WC.

Outside: Deep gravelled forecourt with shrub borders. Rear lawned garden faces south. Single timber and asbestos garage accessed from a rear ten foot.

Viewing

Please contact the auctioneers for an appointment. Tel: (01482) 644515.

Joint Agents

Dee Atkinson & Harrison
6 Hull Road
Hessle
HU13 0AH



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

Energy Performance Certificate (EPC): Current Rating F(36)



Additional Fees

Administration Charge: The purchaser will be required to pay an administration charge of £600 (£500 plus VAT) in addition to the purchase price of the property.

Buyer's Premium: It should be noted that £360 (£300 plus VAT) is payable on this property in addition to the purchase price.

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

7 Bondane, Hull HU6 9AQ

*GUIDE PRICE: **Circa £42,000** (plus fees)



Description

An excellent investment opportunity in the form of a 2 bedroom (originally 3) mid terrace property that comes to the market with a realistic guide price. Requiring a degree of updating and modernisation the property gives buyers the opportunity to create a lettable investment property or to remodel the accommodation to increase the value.

Situation

Bondane is located off Danepark Road which is itself off Hall Road on the Northern side of town. The property is well positioned for local shopping and amenities with a large Tesco Superstore close by. There are good road connections via the nearby Ring road and regular local bus services.

Accommodation:

Ground Floor: Entrance Hall, WC, Kitchen, Dining Area, Lounge.

First Floor: Landing, Two Bedrooms, Bathroom.

Outside: To the rear of the property is a garden with feature pond (drained) shed and gated rear access. To the front of the property is a paved forecourt area and fencing to the boundary.

Viewings

Strictly by appointment through the Agents on 01482 866844 or 0845 4009900.

Joint Agent

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



Tenure: Freehold with vacant possession upon completion.

Services: All mains services are available but have not been tested and could be subject to reconnection charges.

Solicitors: Aberdeen Considine, Margaret Forster, 30 Cloth Market, Newcastle NE1 1EE. Tel: 0191 607 8450.

Energy Performance Certificate (EPC): Current Rating C(69)

Additional Fees

Administration Charge: The purchaser will be required to pay an administration charge of £600 (£500 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.

Apartment 66, Urban 1, 12 Spring Street, Hull, HU2 8RD

*GUIDE PRICE: **£60,000** (plus fees)



Description

ATTENTION INVESTORS! A well-presented spacious top floor apartment which is being offered with vacant possession. The property briefly comprises an entrance hall, a light and airy open plan living area/kitchen featuring a Juliet balcony which overlooks St. Stephen's Shopping Centre. There are three bedrooms with an en suite shower room to the master, and a bathroom. The property benefits from a designated parking bay.

Situation

The property is ideally located being within walking distance of Hull City Centre and therefore close to a variety of amenities including St. Stephen's Shopping Centre together with Hull train and bus stations which are just a stone's throw away.

Accommodation:

Top Floor: Entrance Hall, Bedroom One, En Suite Shower Room, Bedroom Two, Bedroom Three, open plan Living Area/Kitchen and Bathroom.

Outside: There is a communal parking bay.

Viewing

Strictly by appointment with Auction House Hull & East Yorkshire's Hessle office (01482) 644515.

Joint Agent

Dee Atkinson & Harrison
6 Hull Road
Hessle
HU13 0AH



Tenure: We understand the property to be leasehold (subject to confirmation by the vendor's solicitors).

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

Solicitors: Katie Guest, Advantage Property Lawyers, Hurley House, 1 Dewsbury Road, Leeds, West Yorkshire, LS11 5DQ. Tel: (0113) 2207451. Email: katie.team@aplawyers.co.uk

Energy Performance Certificate (EPC): Current Rating C(78)

Additional Fees

Administration Charge: The purchaser will be required to pay an administration charge of £600 (£500 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.

Flat 14, Carlton House, 307-311, Anlaby Road HU3 2SB

***GUIDE PRICE: £20,000 - £25,000 (plus fees)**



Description

A first floor flat with gas central heating and double glazing located in a purpose built block with secure parking to the rear. The flat would be enhanced by some cosmetic renovations but has previously generated a gross rental income of £3,900pa.

Situation

Positioned 1.5 miles to the west of the City Centre, with the KCOM stadium and the Hull Royal Infirmary within a short stroll. Easy transport links are on offer to the villages to the west and the British Rail interchange / bus terminus is also within easy reach.

Accommodation:

First Floor: Hall, Living Room, Kitchen, Bedroom, Bathroom
Outside: Communal Gardens. Communal Parking via Security Gate.

Viewing

Strictly by appointment with Auction House Hull & East Yorkshire's Hesse office (01482) 644515.

Joint Agent

Dee Atkinson & Harrison
6 Hull Road
Hesse
HU13 0AH



Tenure: The leasehold is 125 years from 01.07.1987.

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

Solicitors: Irwin Mitchel Solicitors

Energy Performance Certificate (EPC): Current Rating C(79)

Additional Fees

Administration Charge: The purchaser will be required to pay an administration charge of £600 (£500 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.

Property Portfolio, 1, 3, 5, 6, 7, 10 White Rose Mews, 343 Anlaby Road, Hull HU3 2SA And Flat 4, 213 Boulevard, Hull HU3 3EJ

*GUIDE PRICE: **£190,000 – £200,000** (plus fees)



Description

A Residential Portfolio of 7 apartments in the HU3 area of Hull, close to the Royal Infirmary. Generating a gross rental of £31,800 pa they represent an excellent investment opportunity. The White house Mews flats are centrally heated, double glazed and have the additional benefit of off street parking to the rear. The properties are being sold subject to the existing leases to Target Housing. A full schedule of leases and rents passing are detailed below.

Location

Six properties are within White Rose Mews, 343 Anlaby Road, Hull and the other is Flat 4, 213, Boulevard. The location makes the properties well placed for the Royal Infirmary, the KC Stadium and offers good public transport connections into the City centre.

Property Schedule

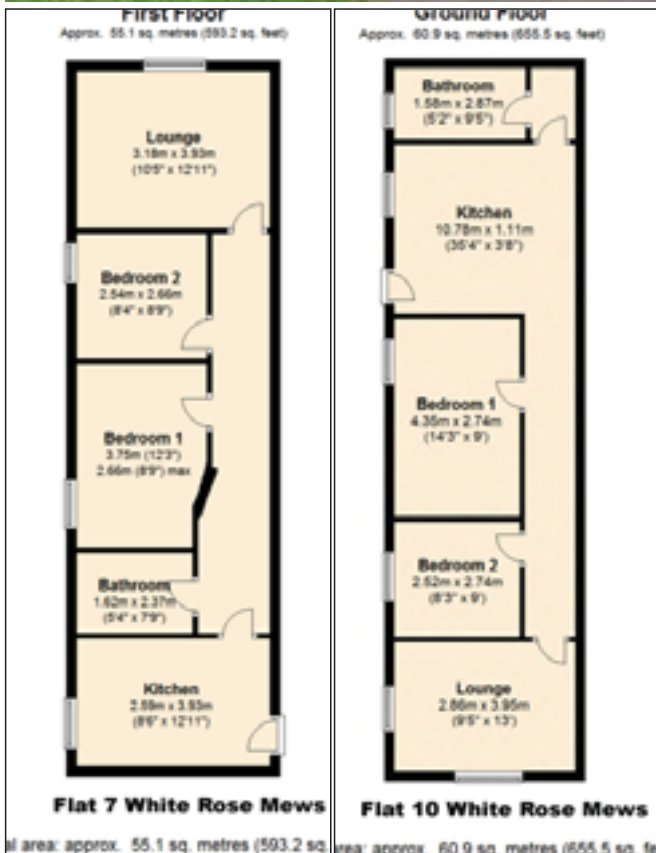
Property Address	Floor	Beds	Rental/ month	PA	Start Date	Term (months)	Remaining at 15/5/18
Flat 4, 213 Boulevard, Hull, HU3 3EJ	1st & 2nd	2	£350	£4,200	19/05/2017	24	12
Flat 1, 343 White Rose Mews, Hull HU3 2SA	Ground	1	£350	£4,200	15/05/2017	6	Periodic
Flat 3, 343 White Rose Mews, Hull HU3 2SA	First	2	£400	£4,800	19/04/2017	24	11
Flat 5, 343 White Rose Mews, Hull HU3 2SA	2nd & 3rd	3	£400	£4,800	01/02/2018	24	21
Flat 6, 343 White Rose Mews, Hull HU3 2SA	2nd & 3rd	3	£450	£5,400	19/04/2017	24	11
Flat 7, 343 White Rose Mews, Hull HU3 2SA	First	2	£350	£4,200	19/04/2017	24	11
Flat 10, 343 White Rose Mews, Hull HU3 2SA	Ground	2	£350	£4,200	07/03/2017	18	4
Total			£2,650	£31,800			



White Rose Mews, 343 Anlaby Road



213 Boulevard, Hull



Flat 7 December 2013



Flat 7 December 2013

Viewings

It will not be possible to view any of the properties internally.

Joint Agents

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



Council Tax

Flat 4 213 Boulevard and Flats 1, 3, 7 & 10 White Rose Mews are Council Tax Band A. Flats 5 & 6 are in band B. Council Tax is payable to the Hull City Council.

Tenure: All properties are held under Leasehold title. Full details of the length of lease, ground rents and service charges will be contained in the legal pack.

Services: White Rose Mews - All mains services are connected. Boulevard - To be confirmed

Solicitors: Mr D Oliver, Rollits, Forsyth House, Alpha Court, Monks Cross Drive, Monks Croft, York, YO32 9WN. Tel: 01904 688537. Email: douglas.oliver@rollits.com

Energy Performance Certificate (EPC): Flat 4, 213 Boulevard: D(58), White Rose Mews: Flat 1 - D(67), Flat 3 - C(73), Flat 5 - E(48), Flat 6 - E(45), Flat 7 - D(58), Flat 10 - D(64).

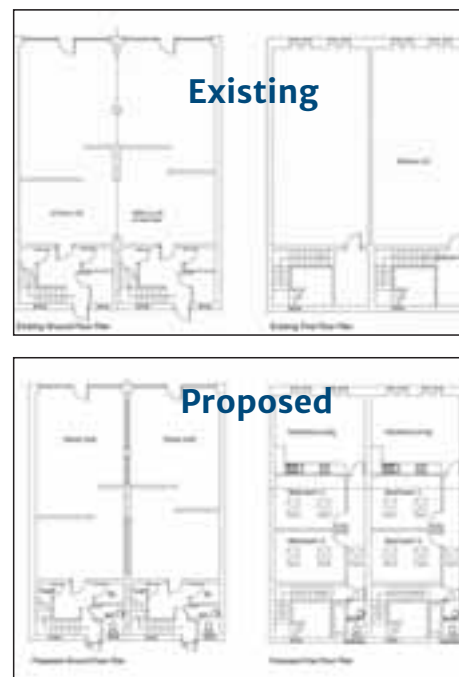
Additional Fees

Administration Charge: The purchaser will be required to pay an administration charge of £600 (£500 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.

37-39 George Street, Hull HU1 3BA

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



Description

This superb Commercial Investment property currently produces £11,750 pa with further potential for conversion of upper floor storage to create two, two bedroom apartments (subject to renewal of previously expired planning consent). The property is located on the edge of the City centre, close to the Savile Street shopping area and Queens gardens The property is a fairly modern double unit with the ground floor currently let to Quattro recruitment Ltd on a nine year lease from 1 February 2013. The current passing rent is £11,750 per annum. The total ground floor area of the combined unit is 111 sq m (1,195 sq ft).

The first floor has previously had planning consent to convert the storage area into two, two-bedroom apartments which gives tremendous potential for an increase in rental income at minimal expense. The property also comes with four car parking spaces.

Situation

George Street is located to the east of Hull city centre and runs parallel to Dock Street within close proximity to the BBC studios, Police Headquarters, Queen's Gardens and Savile Street retailing area. Both commercial and residential occupiers are attracted to the area.

Accommodation:

The accommodation briefly comprises (all areas and dimensions approximate):

Shop unit 1: Internal shop width 5.10 m (16'8), Maximum shop depth 10.94 m (35'11) Plus storage and staff WC, Ground floor area 55.92 sq m (602 sq ft)

Shop unit 2: Internal shop width 5.02 m (16'6), Maximum shop depth 10.94 sq m (35'11 sq ft), Plus storage and staff WC, Ground floor area 55.08 sq m (593 sq ft)

External: Four car parking spaces.

Tenure: Freehold. Sold subject to the existing lease.

Services: Purchasers should make their own enquiries.

Viewings: Please contact the auctioneers for an appointment Tel: (01377) 241919 or PPH 01482 648888.

Solicitors: HCB Solicitors, Sam Jones, 679 Warwick Road, Solihull, West Midlands B91 3DA. Tel: 0121 703 3627

Energy Performance Certificate (EPC): Current Rating F(35)

Joint Agents

PPH Commercial
Hesslewood Hall, Ferriby Rd, Hull, Hesse HU13 0LG.
tel 01482 648888.



Previous planning Consent

Details of the previous consent can be obtained from the Hull city council planning department website under reference 12/00425/COU. Plans previously approved are reproduced in these particulars for information purposes only.



Additional Fees

Administration Charge: The purchaser will be required to pay an administration charge of £600 (£500 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.

33 George Street, Hull HU1 3BA

*GUIDE PRICE: **£70,000-£75,000** (plus fees)



Description

The property comprise of modern two storey building with spacious sales area to the ground floor plus staff / storage accommodation. A rear staircase leads to the first floor which provides additional storage accommodation. The Unit recently has operated as a hot food takeaway. Externally there is one car parking space available to the rear of the parade.

Situation

George Street is located to the east of Hull city centre and runs parallel to Dock Street within close proximity to the BBC studios, Police Headquarters, Queen's Gardens and Savile Street retailing area. Both commercial and residential occupiers are attracted to the area.

Accommodation:

The accommodation briefly comprises (all areas and dimensions approximate):

Ground Floor: internal shop width 5.130m (16'9), Maximum shop depth 10.962m (35'11), Total sales area 56.23sq m (605 sq ft)

Plus rear lobby, staff kitchen and store, staircase to first floor storage

Total Ground floor area: 61.67 sq m (663 sq ft)

First Floor: Stores 56.6 sq m (609 sq ft)

External: Single car parking space to the rear.

Business Rates

The proposed rateable values for 2017/2018 is £4,750, which are subject to a rate in the pound of 0.466. Interested parties are advised to confirm the accuracy of the above figure by contacting the Local Authority directly and to ascertain whether transitional relief is still available on the property, or if the rateable value is under appeal. Rate incentive could apply.

Tenure: Freehold with vacant possession on completion.

Services: Purchasers should make their own enquiries.

Solicitors: HCB Solicitors, Sam Jones, 679 Warwick Road, Solihull, West Midlands B91 3DA. Tel: 0121 703 3627

Energy Performance Certificate (EPC): Current Rating D(92)

Potential Investment Return

It is estimated that the property is capable of generating a rental income of £10,500 pa. On Full repairing and insuring terms.

Joint Agents

PPH Commercial
The Hesslewood Estate
Ferriby Road
Hessle
East Yorkshire, HU13 0LG
01482 648888



Viewings

Strictly by appointment with the Joint agents on either 0845 400 9900 or 01482 648888



Additional Fees

Administration Charge: The purchaser will be required to pay an administration charge of £600 (£500 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.

26a King Street, Drifffield YO25 6QW

*GUIDE PRICE: **£50,000 - £55,000**(plus fees)



Description

Situated to the rear of a traditional terrace close to the centre of the town this one bedroom two storey property provides excellent investment accommodation which is centrally heated and double glazed. The accommodation includes kitchen, lounge, double bedroom and bathroom with WC. The property has been recently redecorated and had new floor coverings to some rooms. Approached from a pedestrian access leading from King Street to a rear yard, the property is ideally located for access to the town centre and all main amenities. The property has previously been tenanted on an Assured Shorthold Tenancy Agreement earning an income £3,600 per annum.

Situation

Drifffield is a traditional established market town which earned its title as Capital of the Wolds by virtue of its central position within the county. The larger towns of Bridlington, Beverley and Malton and cities of York and Hull are within easy travelling distance either by road, rail or bus.

Accommodation:

Ground Floor: Kitchen, Living Room.

First Floor: Landing, Bedroom, Bathroom.

Outside: With a communal courtyard.

Viewing

Strictly by appointment through the Agents on 01377 241919 or 0845 400 9900.

Joint Agents

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

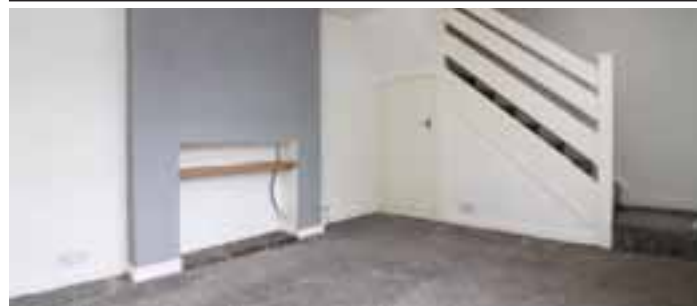
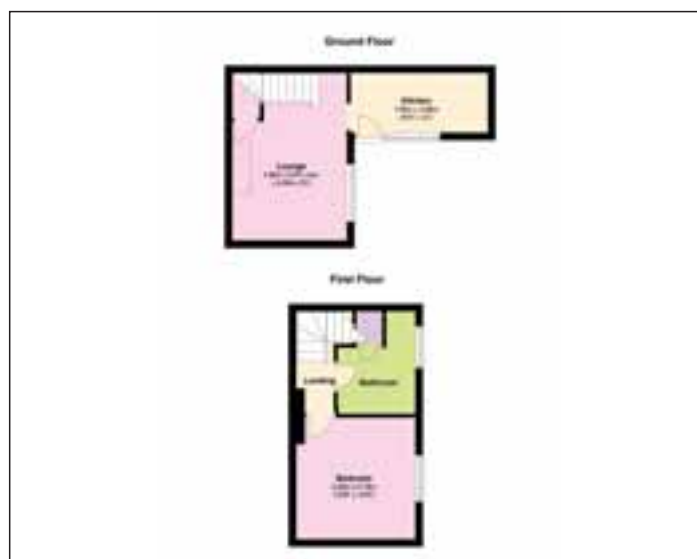


Tenure: Leasehold with freehold attachment.

Services: All mains services will be connected to the property.

Solicitors: Mr David Lundy, Lundy's Solicitors, 17 Exchange Street, Drifffield YO25 6LD

Energy Performance Certificate (EPC): Current Rating C(69)



Additional Fees

Administration Charge: The purchaser will be required to pay an administration charge of £600 (£500 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.

“Auction finance
that helps with
cash flow when
you need it
most. That’s
common sense.”

Our lowest ever
monthly rate from

0.49%*

For common sense auction finance
with our lowest ever monthly rate,
call 0161 933 7155.

togethermoney.com/monthlyrate

* Other fees and charges apply and are variable based
on the loan amount. 0.49% pm is applicable for the first
6 months of the loan. Standard construction only.

Any property used as security, including your home, may
be repossessed if you do not keep up on repayments on
a mortgage or any other debt secured on it.

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

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

**AUCTION
HOUSE**

8-9 Church Row, Wold Newton YO25 3YG

*GUIDE PRICE: £90,000 - £100,000 (plus fees)

**Description**

Formerly a pair of terrace cottages that have been knocked into one and are now available for purchase by anyone looking for a major project. This property provides tremendous potential for renovation to create a spacious four bedroom cottage with large garden and garage or to be returned to two separate dwellings (subject to planning consent if required).

Situation

The picturesque village lies within beautiful countryside of the Yorkshire Wolds and is set around an attractive green. The village benefits from a public house, church and primary school and is located approximately 2½ miles east of the B1249 between Driffield and Scarborough. Wold Newton lies only 5 miles from the coast and is within easy reach of Driffield (12 miles), Scarborough (12 miles) and Malton (25 miles), where senior schooling and other facilities are available. York is approximately 32 miles distant.

Accommodation

Ground Floor: Sitting Room, Kitchen, Living Room, Kitchen, Pantry, Hall, WC.

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

Outside: The property enjoys a private courtyard garden to the rear with a useful brick and slate built shed. There is also a further shed next to the public footpath that passes down the gable side of the property. A divorced large area of overgrown garden is also included and is shown on the plan and in the legal pack.

Joint Agent

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

**Viewing**

Strictly by appointment through the Agents on 01377 241919 or 0845 400 9900.

Tenure: Freehold, with vacant possession on completion.

Solicitors: Mr David Lundy, Lundys, 17 Exchange Street, Driffield YO25 6LA. Tel: 01377 252831.

Services: Mains water and electricity are connected to the property. Drainage is to a septic tank.

Energy Performance Certificate (EPC): EPC - G(20)

**Additional Fees**

Administration Charge: The purchaser will be required to pay an administration charge of £600 (£500 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.

1 Elmswell Cottage, Elmswell Wold Farm, Drifffield YO25 3AB

***GUIDE PRICE: £125,000 - £135,000 (plus fees)**



Description

A rare opportunity to purchase a rural property that has never been available for purchase by the general public before. The property is one of two former farm workers cottages located next to Elmswell Wold Farm. Cottage 1 comprises of a brick and tile built semi-detached cottage extending to circa 1,104 sq ft. The property stands on a large plot bounded by woodland to two sides and includes a detached double garage. The cottage enjoys fine views to the South over neighbouring fields and the Wolds countryside to the South East.

The property would benefit from some cosmetic improvement and offers great scope for extension due to the size of plot (subject to planning consent). The LPG centrally heated and double glazed accommodation includes; entrance porch, kitchen, two reception rooms, front hall and house bathroom. There is a small landing and three good sized bedrooms on the first floor.

Situation

Elmswell Wold Farm is situated on the southern edge of the renowned Yorkshire Wolds, 2 miles from Drifffield in East Yorkshire. Well positioned with enviable views across the Wolds countryside the property has good road access on to Spellowgate Road that leads south east into Drifffield Town. From here there are excellent transport links to the A166 York Road, the A614 Bridlington to Goole Road (M62 motorway link) and the A164 which leads south through Beverley to Kingston Upon Hull 25 miles away.

Accommodation:

Ground Floor: Hall, Living Room, Sitting/Dining Room, Kitchen, Rear Porch, Bathroom.

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

Outside: Double Garage. The garden extends to approximately 0.14 acre and includes a front lawn and borders and a generous side and rear garden laid mainly to lawn.

Fenceing

The vendors will erect a new 4ft close boarded fence to the rear of the property on the boundary that separates the two cottages. A pig wire and single strand fence will be erected to the rear boundary.

Tenure: Freehold with vacant possession upon completion.

Services: Mains water and electricity are connected. Drainage is to a shared septic tank that is located on neighbouring land.

Solicitors: Andrew Jacksons Solicitor, Christopher Harrison, Northgate Point, Kirk Gate Silpho, Scarborough YO13 0JH. Tel: 01723 882500.

Viewing: Strictly by appointment through the Agents on 01377 241919 or 0845 400 9900.

Energy Performance Certificate (EPC): Current Rating G(1)



Additional Fees

Administration Charge: The purchaser will be required to pay an administration charge of £600 (£500 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.

2 Elmswell Cottage, Elmswell Wold Farm, Driffield YO25 3AB

***GUIDE PRICE: £120,000 – £130,000 (plus fees)**



Description

The second of two lots that offer a rare opportunity to purchase a rural property that has never been available for purchase by the general public before. A farm workers cottage located next to Elmswell Wold Farm, it comprises of a brick and tile built semi-detached cottage extending to circa 1,157 sq ft. The property stands on a large plot bounded by woodland to two sides. The cottage enjoys fine views to the South over neighbouring fields and the Wolds countryside to the South East.

Although recently rewired, the property would benefit from cosmetic improvement but also offers great scope for extension due to the size of plot (subject to planning consent). The addition of a garage is also possible by virtue of the generous side garden. The oil fired centrally heated and double glazed accommodation includes: On the ground floor; two reception rooms, kitchen, rear porch and bathroom. At first floor level there is a small landing and three good sized bedrooms.

Situation

Elmswell Wold Farm is situated on the southern edge of the renowned Yorkshire Wolds, 2 miles from Driffield in East Yorkshire. Well positioned with enviable views across the Wolds countryside the property has good road access on to Spellowgate Road that leads south east into Driffield Town. From here there are excellent transport links to the A166 York Road, the A614 Bridlington to Goole Road (M62 motorway link) and the A164 which leads south through Beverley to Kingston Upon Hull 25 miles away.

Accommodation:

Ground Floor: Living Room, Sitting/Dining Room, Kitchen, Rear Porch, Bathroom.

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

Outside: The garden extends to approximately 0.14 acre and includes a front lawn and borders and a generous side and rear garden laid mainly to lawn.

Fenceing

The vendors will erect a new 4ft close boarded fence to the rear of the property on the boundary that separates the two cottages. A pig wire and single strand fence will be erected to the rear boundary.

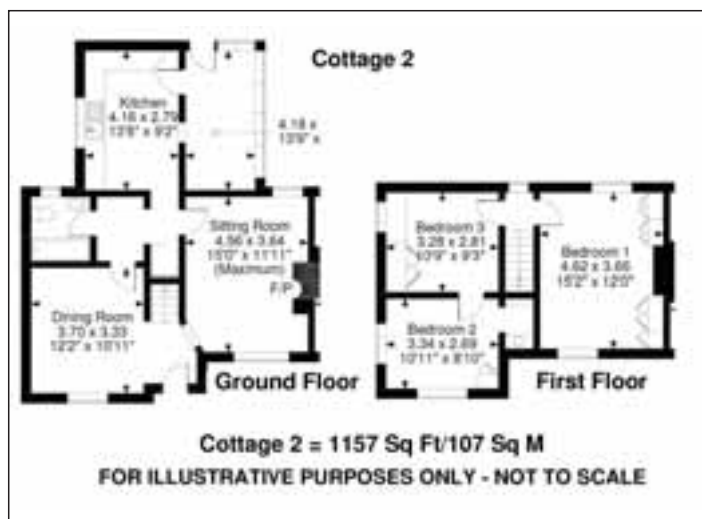
Tenure: Freehold with vacant possession upon completion.

Services: Mains water and electricity are connected. Drainage is to a shared septic tank that is located on neighbouring land. Central heating is from an oil fired boiler.

Solicitors: Andrew Jacksons Solicitor, Christopher Harrison, Northgate Point, Kirk Gate Silpho, Scarborough YO13 0JH. Tel: 01723 882500.

Viewing: Strictly by appointment through the Agents on 01377 241919 or 0845 400 9900.

Energy Performance Certificate (EPC): Current Rating F(29)



Additional Fees

Administration Charge: The purchaser will be required to pay an administration charge of £600 (£500 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.

MEMORANDUM OF SALE



Property Address:

Lot No.

Price:

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 £600.00 (£500.00 plus VAT) plus Buyers Premium if applicable.

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 £600.00 (£500.00 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 £600.00 (£500.00 plus VAT) 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 £600.00 (£500.00 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

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 disappled or varied by the sale conditions (even by a condition purporting to replace the whole of the Common Auction Conditions). They can be varied only if we agree.

A2 OUR ROLE

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

- (a) prepare the catalogue from information supplied by or on behalf of each seller;
- (b) offer each lot for sale;
- (c) sell each lot;
- (d) receive and hold deposits;
- (e) sign each sale memorandum; and
- (f) enter 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 document.

A5 THE CONTRACT

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

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

A5.3 You must before leaving the auction:

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

A5.4 If you do not we may either:

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

A5.5 The deposit:

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

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

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

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

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

A6 EXTRA AUCTION CONDUCT CONDITIONS

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

GENERAL CONDITIONS OF SALE

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

G1. THE LOT

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

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

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

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

- (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

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

- (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.
- G2. DEPOSIT**
- G2.1 The amount of the deposit is the greater of:
- (a) any minimum deposit stated in the auction conduct conditions (or the total price, if this is less than that minimum); and
 - (b) 10% of the price (exclusive of 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 otherwise.
- G3. BETWEEN CONTRACT AND COMPLETION**
- G3.1 Unless the special conditions state otherwise, the seller is to insure the lot from and including the contract date to completion and:
- (a) produce to the buyer on request all relevant insurance details;
 - (b) pay the premiums when due;
 - (c) if the buyer so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
 - (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;
 - (e) unless otherwise agreed, cancel the insurance at completion, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the buyer; and
 - (f) (subject to the rights of any tenant or other third party) hold on trust for the buyer any insurance payments that the seller receives in respect of loss or damage arising after the contract date or assign to the buyer the benefit of any claim;
- and the buyer must on completion reimburse to the seller the cost of that insurance (to the extent not already paid by the buyer or a tenant or other third party) for the period from and including the contract date to completion.
- G3.2 No damage to or destruction of the lot nor any deterioration in its condition, however caused, entitles the buyer to any reduction in price, or to delay completion, or to refuse to complete.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion.
- G4. TITLE AND IDENTITY**
- G4.1 Unless condition G4.2 applies, the buyer accepts the title of the seller to the lot as at the contract date and may raise no requisition or objection except in relation to any matter that occurs after the contract date.
- G4.2 If any of the documents is not made available before the auction the following provisions apply:
- (a) The buyer may raise no requisition on or objection to any of the documents that is made available before the auction.
 - (b) If the lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.
 - (c) If the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or an examined copy of every relevant document.
 - (d) If title is in the course of registration, title is to consist of certified copies of:
 - (i) the application for registration of title made to the land registry;
 - (ii) the documents accompanying that application;
 - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
 - (iv) a letter under which the seller or 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.
- G5. TRANSFER**
- G5.1 Unless a form of transfer is prescribed by the special conditions:
- (a) the buyer must supply a draft transfer to the seller at least ten business days before the agreed completion date and the engrossment (signed as a deed by the buyer if condition 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.
- G6. COMPLETION**
- G6.1 Completion is to take place at the offices of the seller's conveyancer, or where the seller may reasonably require, on the agreed completion date. The seller can only be required to complete on a business day and between the hours of 0930 and 1700.
- G6.2 The amount payable on completion is the balance of the price adjusted to take account of apportionments plus (if applicable) VAT and interest.
- G6.3 Payment is to be made in pounds sterling and only by:
- (a) direct transfer to the seller's conveyancer's client account; and
 - (b) the release of any deposit held by a stakeholder.
- G6.4 Unless the seller and the buyer otherwise agree, completion cannot take place until both have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.
- G6.5 If completion takes place after 1400 hours for a reason other than the seller's default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next business day.
- G6.6 Where applicable the contract remains in force following completion.
- G7. NOTICE TO COMPLETE**
- G7.1 The seller or the buyer may on or after the agreed completion date but before completion give the other notice to complete within ten business days (excluding the date on which the notice is given) making time of the essence.
- G7.2 The person giving the notice must be ready to complete.
- G7.3 If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has:
- (a) terminate the contract;
 - (b) claim the deposit and any interest on it if held by a stakeholder;
 - (c) forfeit the deposit and any interest on it;
 - (d) resell the lot; and
 - (e) claim damages from the buyer.
- G7.4 If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has:
- (a) terminate the contract; and
 - (b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.
- G8. IF THE CONTRACT IS BROUGHT TO AN END**
- If the contract is lawfully brought to an end:
- (a) the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and
 - (b) the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the seller is entitled to forfeit the deposit under condition G7.3.
- G9. LANDLORD'S LICENCE**
- G9.1 Where the lot is or includes leasehold land and licence to assign is required this condition G9 applies.
- G9.2 The contract is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- G9.3 The agreed completion date is not to be earlier than the date five business days after the seller has given notice to the buyer that licence has been obtained.
- G9.4 The seller must:
- (a) use all reasonable endeavours to obtain the licence at the seller's expense; and
 - (b) enter into any authorised guarantee agreement properly required.
- G9.5 The buyer must:
- (a) promptly provide references and other relevant information; and
 - (b) comply with the landlord's lawful requirements.
- G9.6 If within three months of the contract date (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition G9) by notice to the other terminate the contract at any time before licence is obtained. That termination is without prejudice to the claims of either seller or buyer for breach of this condition G9.
- G10. INTEREST AND APPORTIONMENTS**
- G10.1 If the actual completion date is after the agreed completion date for any reason other than the seller's default the buyer must pay interest at the interest rate on the price (less any deposit paid) from the agreed completion date up to and including the actual completion date.
- G10.2 Subject to condition G11 the seller is not obliged to apportion or account for any sum at completion unless the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds.
- G10.3 Income and outgoings are to be apportioned at actual completion date unless:
- (a) the buyer is liable to pay interest; and
 - (b) the seller has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer;
- in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.
- G10.4 Apportionments are to be calculated on the basis that:
- (a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
 - (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
 - (c) where the amount to be apportioned is not known at completion apportionment is to be made by reference to a reasonable estimate and further payment is to be made by seller or buyer as appropriate within five business days of the date when the amount is known.
- G11. ARREARS**
- Part 1 Current rent**
- G11.1 "Current rent" means, in respect of each of the tenancies subject to which the lot is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding completion.
- G11.2 If on completion there are any arrears of current rent the buyer must pay them, whether or not details of those arrears are given in the special conditions.
- G11.3 Parts 2 and 3 of this condition G11 do not apply to arrears of current rent.
- Part 2 Buyer to pay for arrears**
- G11.4 Part 2 of this condition G11 applies where the special conditions give details of arrears.
- G11.5 The buyer is on completion to pay, in addition to any other money then due, an amount equal to all arrears of which details are set out in the special conditions.
- G11.6 If those arrears are not old arrears the seller is to assign to the buyer all rights that the seller has to recover those arrears.
- Part 3 Buyer not to pay for arrears**
- G11.7 Part 3 of this condition G11 applies where the special conditions:
- (a) so state; or
 - (b) give no details of any arrears.
- G11.8 While any arrears due to the seller remain unpaid the buyer must:
- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;
 - (b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment);
 - (c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require;
 - (d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order;
 - (e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and
 - (f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to part 3 of this condition G11.
- G11.9 Where the seller has the right to recover arrears it must not without the buyer's written consent bring insolvency proceedings against a tenant or seek the removal of goods from the lot.
- G12. MANAGEMENT**
- G12.1 This condition G12 applies where the lot is sold subject to tenancies.
- G12.2 The seller is to manage the lot in accordance with its standard management policies pending completion.
- G12.3 The seller must consult the buyer on all management issues that would affect the buyer after completion (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a tenancy; or a new tenancy or agreement to grant a new tenancy) and:
- (a) the seller must comply with the buyer's reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the seller to a liability that the seller would not otherwise have, in which case the seller may act reasonably in such a way as to avoid that liability;
 - (b) if the seller gives the buyer notice of the seller's intended act and the buyer does not object within five business days giving reasons for the objection the seller may act as the seller intends; and
 - (c) the buyer is to indemnify the seller against all loss or liability the seller incurs through acting as the buyer requires, or by reason of delay caused by the buyer.
- G13. RENT DEPOSITS**
- G13.1 This condition G13 applies where the seller is holding or otherwise entitled to money by way of rent deposit in respect of a tenancy. In this condition G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.
- G13.2 If the rent deposit is not assignable the seller must on completion hold the rent deposit on trust for the buyer and, subject to the terms of the rent deposit deed, comply at the cost of the buyer with the buyer's lawful instructions.
- G13.3 Otherwise the seller must on completion pay and assign its interest in the rent deposit to the buyer under an assignment

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

- in which the buyer covenants with the seller to:
- (a) observe and perform the seller's covenants and conditions in the rent deposit deed and indemnify the seller in respect of any breach;
 - (b) give notice of assignment to the tenant; and
 - (c) give such direct covenant to the tenant as may be required by the rent deposit deed.
- G14. VAT**
- G14.1 Where a sale condition requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.
- G14.2 Where the special conditions state that no VAT option has been made the seller confirms that none has been made by it or by any company in the same VAT group nor will be prior to completion.
- G15. TRANSFER AS A GOING CONCERN**
- G15.1 Where the special conditions so state:
- (a) the seller and the buyer intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
 - (b) this condition G15 applies.
- G15.2 The seller confirms that the seller
- (a) is registered for VAT, either in the seller's name or as a member of the same VAT group; and
 - (b) has (unless the sale is a standard-rated supply) made in relation to the lot a VAT option that remains valid and will not be revoked before completion.
- G15.3 The buyer confirms that:
- (a) it is registered for VAT, either in the buyer's name or as a member of a VAT group;
 - (b) it has made, or will make before completion, a VAT option in relation to the lot and will not revoke it before or within three months after completion;
 - (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
 - (d) it is not buying the lot as a nominee for another person.
- G15.4 The buyer is to give to the seller as early as possible before the agreed completion date evidence:
- (a) of the buyer's VAT registration;
 - (b) that the buyer has made a VAT option; and
 - (c) that the VAT option has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two business days before the agreed completion date, condition G14.1 applies at completion.
- G15.5 The buyer confirms that after completion the buyer intends to:
- (a) retain and manage the lot for the buyer's own benefit as a continuing business as a going concern subject to and with the benefit of the tenancies; and
 - (b) collect the rents payable under the tenancies and charge VAT on them
- G15.6 If, after completion, it is found that the sale of the lot is not a transfer of a going concern then:
- (a) the seller's conveyancer is to notify the buyer's conveyancer of that finding and provide a VAT invoice in respect of the sale of the lot;
 - (b) the buyer must within five business days of receipt of the VAT invoice pay to the seller the VAT due; and
 - (c) if VAT is payable because the buyer has not complied with this condition G15, the buyer must pay and indemnify the seller against all costs, interest, penalties or surcharges that the seller incurs as a result.
- G16. CAPITAL ALLOWANCES**
- G16.1 This condition G16 applies where the special conditions state that there are capital allowances available in respect of the lot.
- G16.2 The seller is promptly to supply to the buyer all information reasonably required by the buyer in connection with the buyer's claim for capital allowances.
- G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the special conditions.
- G16.4 The seller and buyer agree:
- (a) to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition G16; and
 - (b) to submit the value specified in the special conditions to HM Revenue and Customs for the purposes of their respective capital allowance computations.
- G17. MAINTENANCE AGREEMENTS**
- G17.1 The seller agrees to use reasonable endeavours to transfer to the buyer, at the buyer's cost, the benefit of the maintenance agreements specified in the special conditions.
- G17.2 The buyer must assume, and indemnify the seller in respect of, all liability under such contracts from the actual completion date.
- G18. LANDLORD AND TENANT ACT 1987**
- G18.1 This condition G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.
- G18.2 The seller warrants that the seller has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.
- G19. SALE BY PRACTITIONER**
- G19.1 This condition G19 applies where the sale is by a practitioner either as seller or as agent of the seller.
- G19.2 The practitioner has been duly appointed and is empowered to sell the lot.
- G19.3 Neither the practitioner nor the firm or any member of the firm to which the practitioner belongs has any personal liability in connection with the sale or the performance of the seller's obligations. The transfer is to include a declaration excluding that personal liability.
- G19.4 The lot is sold:
- (a) in its condition at completion;
 - (b) for such title as the seller may have; and
 - (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.
- G19.5 Where relevant:
- (a) the documents must include certified copies of those under which the practitioner is appointed, the document of appointment and the practitioner's acceptance of appointment; and
 - (b) the seller may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925.
- G19.6 The buyer understands this condition G19 and agrees that it is fair in the circumstances of a sale by a practitioner.
- G20. TUPE**
- G20.1 If the special conditions state "There are no employees to which TUPE applies", this is a warranty by the seller to this effect.
- G20.2 If the special conditions do not state "There are no employees to which TUPE applies" the following paragraphs apply:
- (a) The seller must notify the buyer of those employees whose contracts of employment will transfer to the buyer on completion (the "Transferring Employees"). This notification must be given to the buyer not less than 14 days before completion.
 - (b) The buyer confirms that it will comply with its obligations under TUPE and any special conditions in respect of the Transferring Employees.
 - (c) The buyer and the seller acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the seller will transfer to the buyer on completion.
 - (d) The buyer is to keep the seller indemnified against all liability for the Transferring Employees after completion.
- G21. ENVIRONMENTAL**
- G21.1 This condition G21 only applies where the special conditions so provide.
- G21.2 The seller has made available such reports as the seller has as to the environmental condition of the lot and has given the buyer the opportunity to carry out investigations (whether or not the buyer has read those reports or carried out any investigation) and the buyer admits that the price takes into account the environmental condition of the lot.
- G21.3 The buyer agrees to indemnify the seller in respect of all liability for or resulting from the environmental condition of the lot.
- G22. SERVICE CHARGE**
- G22.1 This condition G22 applies where the lot is sold subject to tenancies that include service charge provisions.
- G22.2 No apportionment is to be made at completion in respect of service charges.
- G22.3 Within two months after completion the seller must provide to the buyer a detailed service charge account for the service charge year current on completion showing:
- (a) service charge expenditure attributable to each tenancy;
 - (b) payments on account of service charge received from each tenant;
 - (c) any amounts due from a tenant that have not been received;
 - (d) any service charge expenditure that is not attributable to any tenancy and is for that reason irrecoverable.
- G22.4 In respect of each tenancy, if the service charge account shows that:
- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the seller must pay to the buyer an amount equal to the excess when it provides the service charge account;
 - (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the buyer must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the seller within five business days of receipt in cleared funds;
- but in respect of payments on account that are still due from a tenant condition G11 (arrears) applies.
- G22.5 In respect of service charge expenditure that is not attributable to any tenancy the seller must pay the expenditure incurred in respect of the period before actual completion date and the buyer must pay the expenditure incurred in respect of the period after actual completion date. Any necessary monetary adjustment is to be made within five business days of the seller providing the service charge account to the buyer.
- G22.6 If the seller holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
- (a) the seller must pay it (including any interest earned on it) to the buyer on completion; and
 - (b) the buyer must covenant with the seller to hold it in accordance with the terms of the tenancies and to indemnify the seller if it does not do so.
- G23. RENT REVIEWS**
- G23.1 This condition G23 applies where the lot is sold subject to a tenancy under which a rent review due on or before the actual completion date has not been agreed or determined.
- G23.2 The seller may continue negotiations or rent review proceedings up to the actual completion date but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the buyer, such consent not to be unreasonably withheld or delayed.
- G23.3 Following completion the buyer must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the seller, such consent not to be unreasonably withheld or delayed.
- G23.4 The seller must promptly:
- (a) give to the buyer full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
 - (b) use all reasonable endeavours to substitute the buyer for the seller in any rent review proceedings.
- G23.5 The seller and the buyer are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- G23.6 When the rent review has been agreed or determined the buyer must account to the seller for any increased rent and
- interest recovered from the tenant that relates to the seller's period of ownership within five business days of receipt of cleared funds.
- G23.7 If a rent review is agreed or determined before completion but the increased rent and any interest recoverable from the tenant has not been received by completion the increased rent and any interest recoverable is to be treated as arrears.
- G23.8 The seller and the buyer are to bear their own costs in relation to rent review negotiations and proceedings.
- G24. TENANCY RENEWALS**
- G24.1 This condition G24 applies where the tenant under a tenancy has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- G24.2 Where practicable, without exposing the seller to liability or penalty, the seller must not without the written consent of the buyer (which the buyer must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- G24.3 If the seller receives a notice the seller must send a copy to the buyer within five business days and act as the buyer reasonably directs in relation to it.
- G24.4 Following completion the buyer must:
- (a) with the co-operation of the seller take immediate steps to substitute itself as a party to any proceedings;
 - (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the tenancy and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
 - (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed tenancy) account to the seller for the part of that increase that relates to the seller's period of ownership of the lot within five business days of receipt of cleared funds.
- G24.5 The seller and the buyer are to bear their own costs in relation to the renewal of the tenancy and any proceedings relating to this.
- G25. WARRANTIES**
- G25.1 Available warranties are listed in the special conditions.
- G25.2 Where a warranty is assignable the seller must:
- (a) on completion assign it to the buyer and give notice of assignment to the person who gave the warranty; and
 - (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.
- G25.3 If a warranty is not assignable the seller must after completion:
- (a) hold the warranty on trust for the buyer; and
 - (b) at the buyer's cost comply with such of the lawful instructions of the buyer in relation to the warranty as do not place the seller in breach of its terms or expose the seller to any liability or penalty.
- G26. NO ASSIGNMENT**
- The buyer must not assign, mortgage or otherwise transfer or part with the whole or any part of the buyer's interest under this contract.
- G27. REGISTRATION AT THE LAND REGISTRY**
- G27.1 This condition G27.1 applies where the lot is leasehold and its sale either triggers first registration or is a registrable disposition. The buyer must at its own expense and as soon as practicable:
- (a) procure that it becomes registered at Land Registry as proprietor of the lot;
 - (b) procure that all rights granted and reserved by the lease under which the lot is held are properly noted against the affected titles; and
 - (c) provide the seller with an official copy of the register relating to such lease showing itself registered as proprietor.
- G27.2 This condition G27.2 applies where the lot comprises part of a registered title. The buyer must at its own expense and as soon as practicable:
- (a) apply for registration of the transfer;
 - (b) provide the seller with an official copy and title plan for the buyer's new title; and
 - (c) join in any representations the seller may properly make to Land Registry relating to the application.
- G28. NOTICES AND OTHER COMMUNICATIONS**
- G28.1 All communications, including notices, must be in writing. Communication to or by the seller or the buyer may be given to or by their conveyancers.
- G28.2 A communication may be relied on if:
- (a) delivered by hand; or
 - (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
 - (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the sale memorandum) by a postal service that offers normally to deliver mail the next following business day.
- G28.3 A communication is to be treated as received:
- (a) when delivered, if delivered by hand; or
 - (b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a business day a communication is to be treated as received on the next business day.
- G28.4 A communication sent by a postal service that offers normally to deliver mail the next following business day will be treated as received on the second business day after it has been posted.
- G29. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**
- No one is intended to have any benefit under the contract pursuant to the Contract (Rights of Third Parties) Act 1999.

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 date:

22nd August 2018

17th October 2018

12th December 2018

auctionhouse.co.uk/hullandeastyorkshire

56 Market Place, Drifffield, East Yorkshire
YO25 6AW
☎ 0845 400 9900
✉ hullandey@auctionhouse.co.uk



PROPERTY AUCTION EXPERTS
LOCALLY REGIONALLY NATIONALLY