

# AUCTION HOUSE

HULL &  
EAST YORKSHIRE

**Wednesday 13th  
November 2019**

**6.30pm**

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



# AUCTION VENUE

**Wednesday 13th  
November 2019  
6.30pm**

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



## The Auction Team:

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

# INTRODUCER AGENTS



# THE AUCTIONEERS



**Simon Dee MRICS**  
Partner & Valuer



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



**Deena Weightman**  
Valuer



## LEGAL PACKS



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

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



# AUCTION INFORMATION



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



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 The Auctioneers or Vendors cannot be held responsible for costs incurred in respect of any lot which is withdrawn or sold prior to auction.



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



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



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



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



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



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



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



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



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



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



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



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



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



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



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



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



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



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



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



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

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

\*\*\*Please refer to the common auction conditions included on our website or at the back of our catalogue\*\*\*

# ORDER OF SALE

Wednesday 13th November 2019 6.30pm

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

LOT	ADDRESS	*GUIDE PRICE	LOT TYPE
1	97 Worthing Street, Hull	Circa £40,000	Residential
2	11 Main Street, Ebberston, Scarborough	£115,000 - £125,000	Residential
3	14 Turnberry Drive, Moor Road, The Bay, Filey	£125,000 - £130,000	Residential Investment
3A	Flat 2, 48 Holbeck Avenue, Scarborough	Circa £70,000	Residential
4	Salty Dogs, Kilnsea Road, Kilnsea	Circa £70,000	Residential
5	37 Holland Street, New Bridge Road, Hull	Circa £50,000	Residential
6	41 Dulverton Close, Hull	Circa £50,000	Residential
7	2 Wells Street, Arthur Street, Hull	Circa £45,000	Residential
8	254 Wincolmlee, Hull	Circa £125,000	Commercial
9	Driffield Launderette, 18 Middle Street North, Driffield	£95,000 - £105,000	Mixed Commercial
10	52 Market Place, Driffield	£140,000 - £150,000	Commercial
11	22-24 College Street, Sutton	£200,000 - £240,000	Residential
12	250 Spring Bank West, Hull	Circa £60,000	Commercial
13	23 South Ella Way, Kirk Ella	£300,000 - £350,000	Commercial
14	7 Subway Street, Hull	£70,000 - £80,000	Commercial
15	316 Marfleet Lane, Hull	£150,000 - £175,000	Commercial
16	Flat 11, Dykes House, Redcliff Road, Hessle	Circa £70,000	Residential
17	Apartment 11, The Main House, Anlaby House Estate, Anlaby	Circa £100,000	Residential
18	21A Boulevard, Hull	Circa £25,000	Residential
19	Paddock & Stables, White Gap Road, Little Weighton	£37,000 - £40,000	Land

\*Description on Auction Information page

## Residential

1

### 97 Worthing Street, Hull, HU5 1PP

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



#### Description

An end of terrace house offering an excellent investment opportunity being located close to the university. The property would benefit from some renovation and general maintenance but does provide centrally heated and fully double glazed accommodation and briefly comprises to the ground floor a lounge/dining room, kitchen, utility room and bathroom. To the first floor there are three bedrooms and an en suite shower room. The property also a small front garden and a yard to the rear.

#### Situation

Worthing Street is situated off Beverley Road and is therefore close to an excellent range of amenities, bus routes and the university.

#### Accommodation:

**Ground Floor:** Entrance Hall, Through Lounge, Kitchen, Utility Room, Bathroom.

**First Floor:** Landing, Bedroom One, Bedroom Two, Bedroom Three, En-Suite Shower.

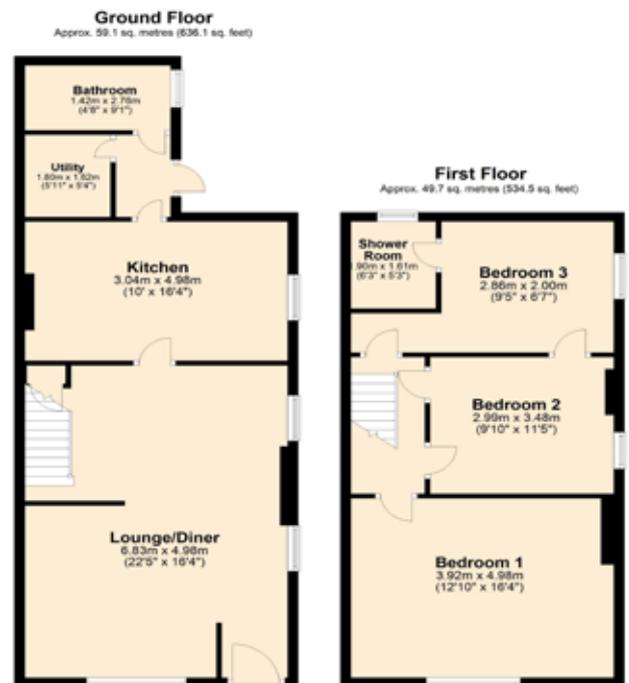
**Outside:** To the front there is a small garden with fencing to the boundaries and to the rear there is a yard.

#### Viewing

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

#### Joint Agent

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



Total area: approx. 108.8 sq. metres (1170.6 sq. feet)

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

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

**Solicitors:** TLT LLP, 1 Redcliff Street, Bristol, BS1 6TP Ilson Solicitors.

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

#### Additional Fees

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

**Buyer's Premium:** The purchaser will be required to pay a buyer's premium of £1,140 including VAT (£950 plus VAT) in addition to the purchase price of the property.

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

11 Main Street, Ebbertson, Scarborough, YO13 9NR

\*GUIDE PRICE: £115,000 - £125,000 (plus fees)



**Description**

This is a cracking property that is presented in good condition and offers the opportunity for investors or anyone looking for a holiday home to purchase a deceptively spacious and characterful cottage close to the East Coast resort town of Scarborough. The property also offers an excellent income opportunity for Airbnb investors as the location is popular with tourists.

**Situation**

Ebbertson is a small village lying south of the A170 Scarborough to Thirsk road and is some seven miles east of the market town of Pickering and ten miles west of Scarborough. The village has a popular pub/restaurant and good local facilities are available in Pickering. Malton is approximately ten miles away, where there is a railway station and links to the mainline network.

**Accommodation:**

**Ground Floor Entrance:** Kitchen, Living/Dining Room, Inner Hall, Bedroom One, Bedroom Two, Shower Room.

**Mezzanine Floor:** Living Room.

**Outside:** Flagged Patio area to the rear.

**Viewing**

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

**Agents Note**

Although not a Listed Building, the property formerly lied within the curtilage of a Grade II Listed building and has subsequently been separated from that title. It is not classified as a Listed Building but there may be some planning constraints. Purchasers should make their own enquiries with the local authority in this regard.

**Joint Agent**

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



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

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

**Solicitors:** Wilsons Solicitors, 20 The Grove, Ilkley, LS29 9EG. Tel 01943 602998

**Energy Performance Certificate (EPC):** Current Rating EER - C(72)



**Additional Fees**

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

**Buyer's Premium:** The purchaser will be required to pay a buyer's premium of £900 including VAT (£750 plus VAT) in addition to the purchase price of the property.

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

## 14 Turnberry Drive, Moor Road, The Bay, Filey, YO14 9GN

**\*GUIDE PRICE: £125,000 - £130,000 (plus fees)**



### Description

This fully appointed modern detached two bed/two bath house is part of the attractive holiday village at Filey Bay on the East Yorkshire coast. The accommodation includes an open plan living and kitchen space with a woodburner and doors to a rear terrace for barbeques. With upvc double glazing and gas centrally heating the property is an ideal holiday let at all times of the year. It is a short walk from the public house, cafe and pharmacy within this complex which also includes a gym, swimming pool and tennis facilities which are available for use by residents. An ideal second home or business venture, the vendor having achieved gross letting fees over the past two years of about £18,500 per annum (before any letting costs and site charges). The property has the balance of an NHBC warranty from construction in 2012.

### Situation

The Bay Filey is situated approximately 3 miles south of the seaside town of Filey, the complex being directly accessed off the A165 which runs between Scarborough and Bridlington. There is footpath access from the modern holiday village onto a superb stretch of sandy beach stretching south from Filey itself.

### Accommodation:

**Ground Floor:** Entrance Hall, Separate WC, Through Living/Dining, Kitchen.

**First Floor:** Landing, Bedroom One, En-Suite Shower Room, Bedroom Two, Bathroom/WC.

**Outside:** Parking is available at the side of the house and to the rear a paved terrace with brick barbecue adjoins a large grassed communal space.

### Viewing

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

### Site Charge

A monthly charge, currently £367.39 + vat, is payable and this includes a ground rent, sinking fund, service charge for the maintenance and lighting of the communal areas, external decoration and buildings insurance of the property and an amenity licence covering use of the amenities including beach, swimming pool, fitness centre and tennis facilities.

**Tenure:** Leasehold - 999 years from 1st January 2007. Vacant possession on completion.

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

**Solicitors:** Mr Neil Johnson, Gosschalks Solicitors, Queens Gardens, Dock Street, Hull, HU1 3DZ. Tel: 01482 590241. Email: nj@gosschalks.co.uk

**Energy Performance Certificate (EPC):** EER - C(74)



Total area: approx. 75.9 sq. metres (816.5 sq. feet)

### Additional Fees

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

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

# HAVE YOU CONSIDERED THE AUCTION OPTION?

---

## BENEFITS OF SELLING BY AUCTION:

HIGHER  
CHANCE  
OF SUCCESS

QUICK  
SALE

NO FALL  
THROUGHS

HIGHER  
PROFILE  
MARKETING

OPEN  
HOUSE  
VIEWING

COMPETITIVE  
BIDDING

BEST  
PRICE

FOR YOUR FREE AUCTION  
APPRAISAL PLEASE CALL

0845 400 9900

AUCTION  
HOUSE

HULL &  
EAST YORKSHIRE

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

## Flat 2, 48 Holbeck Avenue, YO11 2XQ

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



### Description

This first floor flat is located on South Cliff close to the Esplanade and University Campus, it forms part of a period semi detached house converted into four apartments and offers very spacious living accommodation occupying the entire first floor. Off street parking is provided along with ample unrestricted street parking and a regular hail & ride bus service passes a few yards from the front door. All the windows have been replaced with uPVC double glazing, an en-suite facility has been created adjoining the master bedroom and storage space is around the flat is plentiful.

### Situation

Located in the most delightful area of Holbeck on Scarborough's South Cliff which is one off Scarborough's most popular locations.

### Accommodation:

The accommodation is all on the first floor and comprises: entrance hall, lounge, master bedroom with en-suite shower room, bathroom, kitchen and second double bedroom.

Outside: communal front garden and shared off street parking.

### Viewing

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

### Management Fee

A managed property maintenance charge, believed to currently be £625 per annum is payable for the upkeep of communal parts.

### Joint Agent

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

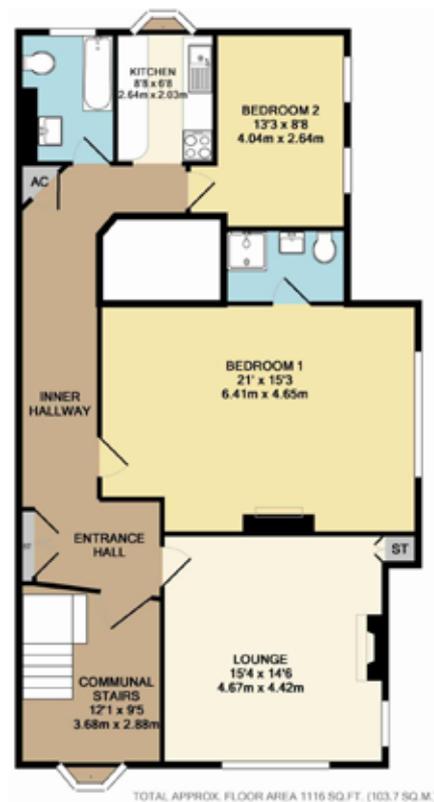


**Tenure:** Freehold. Vacant possession upon completion.

**Services:** Mains water gas, electricity and drainage are connected. Central heating is from a gas fired boiler. None of the services or installations have been tested.

**Solicitors:** Roxanne Denton and Oliver Taman, Wilsons Solicitors, 20 The Grove, Ilkley, West Yorkshire, LS29 9EG Tel: 01943 602998

**Energy Performance Certificate (EPC):** TBC



### Additional Fees

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

**Buyer's Premium:** The purchaser will be required to pay a buyer's premium of £900 including VAT (£750 plus VAT) in addition to the purchase price of the property.

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

**Salty Dogs, Kilnsea Road, Kilnsea, HU12 0UB**

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



**Description**

A truly unique property in an interesting location, this comprises a plot of about 0.18 of an acre with an original timber dwelling now needing refurbishment / re-development. Whilst this takes place the present living accommodation on the site is a 47ft static home with excellent vehicle hardstanding and adjacent garden. A timber workshop building presents opportunities for a live/work unit and there may be potential to replace the former bungalow with a new dwelling, subject to planning consent being available. This is a great opportunity for a holiday retreat on the coast, with wildlife in abundance in the surrounding Spurn Point area and the beach just a couple of hundred yards away.

**Situation**

Kilnsea is located just north of Spurn Point, a renowned National Trust nature reserve on the south eastern extremity of the Holderness coast in East Yorkshire. The property is a short walk from a beach, and it is approximately 24 miles to the city of Hull.

**Accommodation:**

**Ground Floor:** Entrance Hall, Kitchen/Living Room, Double Bedroom, Shower Room.

**Outside:** A timber workshop approx 900 sq ft provided with electricity, toilet, sink and wood burning stove. Original dwelling a timber structure with felt roof, approx 1000 sq ft.

A concreted yard and paved areas with garden including fish pond and pergola.

**Viewing**

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

**Joint Agent**

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



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

**Services:** Mains water and electricity. Drainage to septic tank. None of the services or installations have been tested.

**Solicitors:** Jaycon Legal, Port View House, 375A/B Hedon Road, Hull, HU9 1RA. Telephone: 01482 330830. Email: info@jayconlegal.co.uk

**Energy Performance Certificate (EPC):** TBC



**Additional Fees**

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

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

37 Holland Street, New Bridge Road, Hull, HU9 2JB

\*GUIDE PRICE: £50,000 (plus fees)



**Description**

This end of terrace house is part of a regenerated housing area in the city of Hull. Uniform building improvements and streetworks have been undertaken externally to all properties and this house has gas central heating and uPVC double glazing, but now requires internal cosmetic improvements and redecoration. The accommodation is well proportioned including three bedrooms and has an enclosed low maintenance garden area. Located within easy reach of good local amenities, this would be a readily let investment property once presentation is improved.

**Situation**

Holland Street runs southwards off Holderness Road, a main arterial route into the city from the east, on and around which there are a comprehensive range of shops and services. It is about 2.5 miles into the city centre.

**Accommodation:**

**Ground Floor:** Entrance Hall, Lounge, Dining Area, Kitchen, Rear Lobby, Bathroom/WC.

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

**Outside:** Fenced concrete rear yard. Attached store building. Additional garden area alongside the house is fully enclosed with fencing. Rear pedestrian access.

**Viewing**

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

**Joint Agent**

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



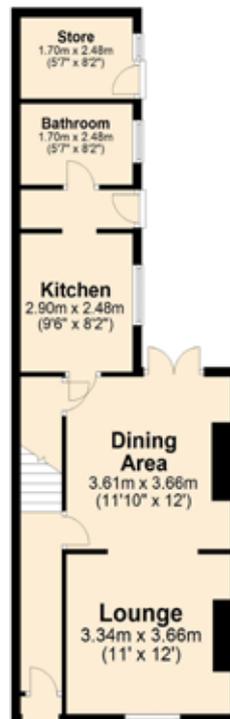
**Tenure:** Freehold. Vacant possession upon completion.

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

**Solicitors:** Quality Solicitors Lockings, St. Marys Court, Lowgate, Hull, HU1 1YG. Telephone: 01482 300200. Email: lesley.connor@lockings.co.uk

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

**Ground Floor**  
Approx. 51.6 sq. metres (555.2 sq. feet)



**First Floor**  
Approx. 43.5 sq. metres (466.3 sq. feet)



Total area: approx. 92.1 sq. metres (991.5 sq. feet)

**Additional Fees**

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

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

## 41 Dulverton Close, Bransholme, Hull, HU7 4EH

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



### Description

The generous and versatile accommodation briefly comprises an entrance hallway, dining kitchen, lounge and additional hallway. To the first floor there are four bedrooms, the master with en-suite bathroom, and a family bathroom. The property also has a store/shed, a single garage and a paved garden. A full refurbishment programme is required.

### Situation

Dulverton Close is located in the residential area of Bransholme on the outskirts of Hull. The area is well served with excellent road links, local schools and the North Point shopping centre. Kingswood Retail Park with numerous high street brands and the 24 hour Asda superstore only a short distance away.

### Accommodation:

**Ground Floor:** Entrance Hall, Breakfast/Kitchen, Lounge, Rear Entrance.

**First Floor:** Landing, Bedroom One, En-Suite, Bedroom Two, Bedroom Three, Bedroom Four, Bathroom.

**Outside:** There is a brick storage shed, a paved patio area and a single garage with up-and-over door.

### Viewing

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

### Joint Agent

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



Total area: approx. 96.4 sq. metres (1038.1 sq. feet)

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

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

**Solicitors:** Pepperalls Solicitors, Mr Farhan Hakim, 100 Alfred Gelder Street, Hull, HU1 2AE. Tel: 01482 326511

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

### Additional Fees

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

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



Our Auction Price is:

£450 + VAT

(Selling or Buying Freehold up to £200,000)

We will check the legal pack for an auction property in advance of the auction for **£75+VAT.**

Serious buyers always take legal advice before purchasing!

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

Family Law - Probate - Wills -  
Conveyancing - Commercial Property -  
Telecoms - Renewables - Planning Applications



Call us now on 08455 195 295  
Email: [info@specsolicitors.com](mailto:info@specsolicitors.com)

Speak to us in the room today!

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

## Residential

7

### 2 Wells Street, Arthur Street, Hull, HU3 6BN

**\*GUIDE PRICE: £45,000 (plus fees)**



#### Description

An end of terrace three bed roomed property benefitting from double glazing and gas central heating. Briefly comprising to the ground floor an entrance hall, lounge, dining room, kitchen, WC and bathroom. To the first floor there are three bedrooms. There is also a yard to the rear of the property.

#### Situation

The property is located in the Anlaby Road area with Hull Royal Infirmary and the KCOM Stadium (home of Hull City AFC) close-by. There are good transport links to Hull City Centre

#### Accommodation:

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

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

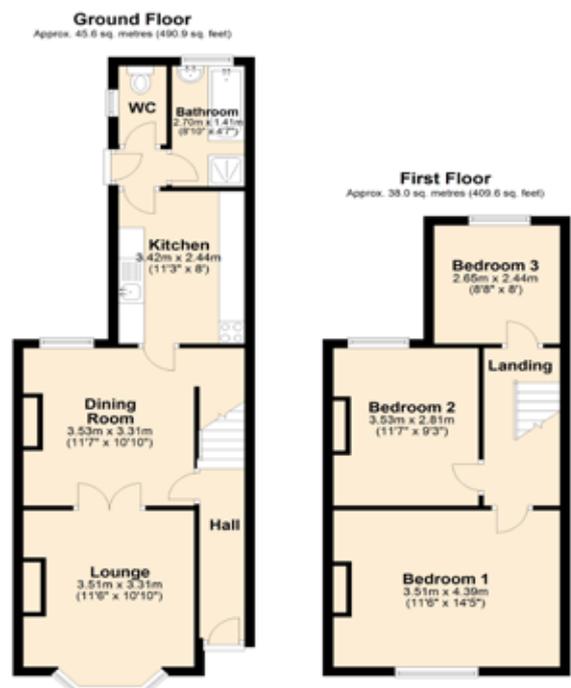
**Outside:** To the front of the property there is a small garden with fencing to the boundaries. To the rear there is a small yard with a gate providing access to a tenfoot.

#### Viewing

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

#### Joint Agent

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



Total area: approx. 83.7 sq. metres (900.4 sq. feet)

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

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

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

**Energy Performance Certificate (EPC):** EER - E(50)

#### Additional Fees

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

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

## 254 Wincolmlee, Hull, HU2 0PZ

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



### Description

This industrial investment property comprises a site of about 0.69 of an acre (0.279 ha) including a range of workshops and stores with adjacent yard areas let for a figure of approximately £20,304 per annum. The buildings are a mixture of 19th century former warehouses with later additions and alterations and these are in multiple occupation with established businesses including tyre sales and motor repairs, motor body shop and vehicle conversions and recovery. A two storey former house/ office building (unit 1) is also used for storage.

### Situation

The property is about 1.5 miles north east of the centre of Hull and is part of a long established industrial area in the city which developed alongside the River Hull, the site actually bordering the west bank of the river at the rear.

### Accommodation:

Two storey office/store – approx total 1300 sq ft (120 sq m) external on two floors .

Workshops/warehouses/stores – approx total ground floor areas 13,100 sq ft (1217sq m) internal.

Concrete/hardcore yard with front security fencing & gates.

### Rental Income

We are informed that lettings and rentals payable include the following, and occupation is by verbal agreement other than Unit 5 where there is a written tenancy agreement:

Unit 1: Tenant Grant Gill. Rent £75 per month

Units 2 & 3: Tenants Wincolmlee Tyres, Lewis Autos, PWR Recovery & Winters Motors. Rent: £667 per month

Unit 4: Tenant KB Paint shop. Rent: £500 per month

Unit 5: Tenant LPG Conversions and 24 Recovery. Rent: £450 per month

### Viewing

By prior appointment with the auctioneers. Tel 01482 866844.

**Tenure:** Freehold subject to the existing occupancies.

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

**Solicitors:** Ellen Crabtree, TLT LLP, One Redcliff Street, Bristol, BS1 6TP. Telephone: 0333 0060285. Email: ellen.crabtree@tltsolicitors.com

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



### Additional Fees

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

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

# Drifffield Launderette, 18 Middle Street North, Drifffield, YO25 6SW

\*GUIDE PRICE: £95,00 - £105,000 (plus fees)



**Description**

This sizeable property has until recently operated as a launderette and has potential to expand the business whilst also offering further potential for a variety of other commercial ventures. The sale includes the fully equipped launderette and the property also has useful first and second floor owner accommodation which could also be separated to provide a self contained flat for separate rental to create an additional income. The launderette business has operated as a self service launderette a domestic/commercial laundry service, a dry cleaning agency and an alteration service.

**Situation**

Drifffield is known as the Capital of the Wolds originally brought to prominence by the canal, which was opened to barges in 1772. Handily placed for country and coast, Drifffield's Annual Agricultural Show is reputedly the largest one-day show in the country. A street market is held each Thursday. With active Cricket and Rugby Clubs, there are many sporting and recreational opportunities in this attractive market town.

**Accommodation:**

**Ground Floor:** Sales Counter, Inner Hall, Launderette - Rear, Boiler Room, WC.

**First Floor:** Landing, Living room, Dining Room, Kitchen, Shower Room.

**Second floor:** Bedroom, Store/ Potential Bedroom.

**Outside:** The property stands flush to the pavement on both Middle Street South and Bridge Street. There is no rear amenity space.

**Viewing**

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

**Rates**

The rateable value is rounded down to £2,075 for this property as of 1st April 2017. Local authority reference DR1284018000N.

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

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

**Solicitors:** Zoe Colling of Pinkney Grunwells, at 64 Westborough, Scarborough, North Yorkshire, YO11 1TS, tel. 01723 352125

**Energy Performance Certificate (EPC):** Current Rating EER - C(56)



Total area: approx. 156.2 sq. metres (1681.8 sq. feet)

**Additional Fees**

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

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

52 Market Place, Driffield, YO25 6AW

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



**Description**

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

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

**Situation**

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

**Accommodation:**

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

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

**Viewing**

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

**Rateable Value**

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

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

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

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

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



Total area: approx. 117.5 sq. metres (1264.5 sq. feet)

**Additional Fees**

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

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

# Have you got a property to sell?

## PROPERTY TYPES IDEAL FOR AUCTION



Properties for Improvement



Tenanted Properties



Residential Investment



Development Propositions



Building Land



Mixed Use Properties



Commercial Investments



Unique Properties



Amenity Land & Other Property

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

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

**AUCTION  
HOUSE**  
HULL &  
EAST YORKSHIRE

## 22-24 College Street, Sutton, HU7 4UP

**\*GUIDE PRICE: £200,000 - £240,000 (plus fees)**



### Description

An interesting block of period buildings presenting an investment opportunity with three self contained modernised flats all let on assured shorthold tenancies and a vacant double fronted sales shop. The current rental income is £16,440 and the retail unit presents the opportunity for an owner occupier to trade, or for a further letting unit to increase the income from the premises. This may include conversion to a further flat, subject to planning and all consents being available. The property has a vehicle access and courtyard for parking to include a garage.

### Situation

The property is within the conservation area in historic Sutton-upon-Hull which forms part of the north eastern suburbs of Hull, the city centre being some 4 miles distant. There are a range of local amenities available in the village, all within easy reach of the property.

### Accommodation:

**Ground Floor:** Lock up sales shop.

**First Floor Flat:** Ground floor entrance and stairs to landing, two bedrooms, bathroom with four piece suite, reception room, living kitchen with woodburner. Gas central heating.

**Middle Flat:** Ground floor Living Room with multifuel stove, 2nd wc, fitted kitchen, utility room. First floor Landing, bedroom and shower/wc.

**Rear Flat:** Within a detached building. Ground floor Hallway/utility. First Floor Open plan living & fitted kitchen, Bedroom, En-suite bathroom/wc

**Outside:** Side vehicle passageway leading into a block paved courtyard. Two open fronted garages.

### Viewing

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

**Tenure:** Freehold. Subject to existing tenancies

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

**Solicitors:** Wilkin Chapman, The Hall, Laigate, Beverley, HU17 8HL, Tel: 01482 398398 mike.stoney@wilkinchapman.co.uk

**Energy Performance Certificate (EPC):** Please see legal pack.



### Additional Fees

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

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

## 250 Spring Bank West, Hull, HU5 3RU

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



### Description

This Vacant office/shop premises provides ground, first and second floor accommodation that is located in a highly visible position on the corner of Spring Bank West and Princes Avenue. The now vacant premises offer scope for a variety of uses including continued use as an office or possible change of use to retail use, with the opportunity to create residential accommodation to the first and second floors (Subject to planning consent). The double glazed accommodation has electric heating to some rooms.

### Situation

Spring Bank is one of the busiest main arterial roads in Hull, carrying a substantial volume of traffic in and out of the city centre at most times of the day. The area benefits from a high density of Victorian style properties, many of which have been divided to form flats, therefore increasing the local residential population. 250 Spring Bank West is located on the junction with Spring Bank West, Spring Bank and Princes Avenue, less than 1 mile from the heart of the City Centre.

### Accommodation:

**Ground Floor:** Office, Lobby, Office, Hall.

**First Floor:** Office, Kitchen, WC.

**Second floor:** Office, Office.

### Viewing

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

### Rates

The rateable value is rounded down to £7,400 for this property as of 1st April 2017. Local authority reference 10070001025206.

### Joint Agent

PPH Commercial  
Hesslewood Hall  
Ferriby Road  
Hull, Hessele  
HU13 0LG.



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

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

**Solicitors:** T.G.Collins Solicitors, 202 High Rd, South Benfleet, Benfleet SS7 5LD. Tel: 01268 649033

**Energy Performance Certificate (EPC):** Current Rating EER - E(101)



Total area: approx. 132.2 sq. metres (1423.3 sq. feet)

### Additional Fees

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

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

## Mixed Commercial/Residential

13

23 South Ella Way, Kirk Ella, HU10 7HB

\*GUIDE PRICE: Circa £300,000 - £350,000 (plus fees)



### Description

A superb opportunity to acquire a mixed Commercial and residential property that is now vacant but formerly traded as a well established community store which has had investment in refitting of the interior in recent years and has for many years traded with a healthy profit. The property forms part of a small parade of shops located in a prime position within this popular West Hull suburb. A purchaser may also look to alternative uses. For family buyers there is an spacious duplex flat above offering 4/5 bedroom accommodation, which could also be let independently as it has a separate entrance and a garage. The ground floor retail area extends to approx. 936 sq ft.

### Situation

The premises are situated on Southella Way, approximately five miles to the west of Hull city centre, amongst surrounding residential housing and just off the main Beverley Road roundabout which gives it good access to the sought after suburbs of Kirk Ella, Anlaby & Willerby. The location is ideal for families with an excellent range of schools available for all age ranges.

### Accommodation:

**Ground Floor:** Convenience Store, Stock Room, Store, Passage, WC, **Duplex Apartment**, Flat Entrance.

**First Floor:** Sun Room, Dining Room, Landing, WC, Living Room, Kitchen, Office, Bedroom Four.

**Second floor:** Landing, Bedroom One, Bedroom Two, Bedroom Three, Shower room.

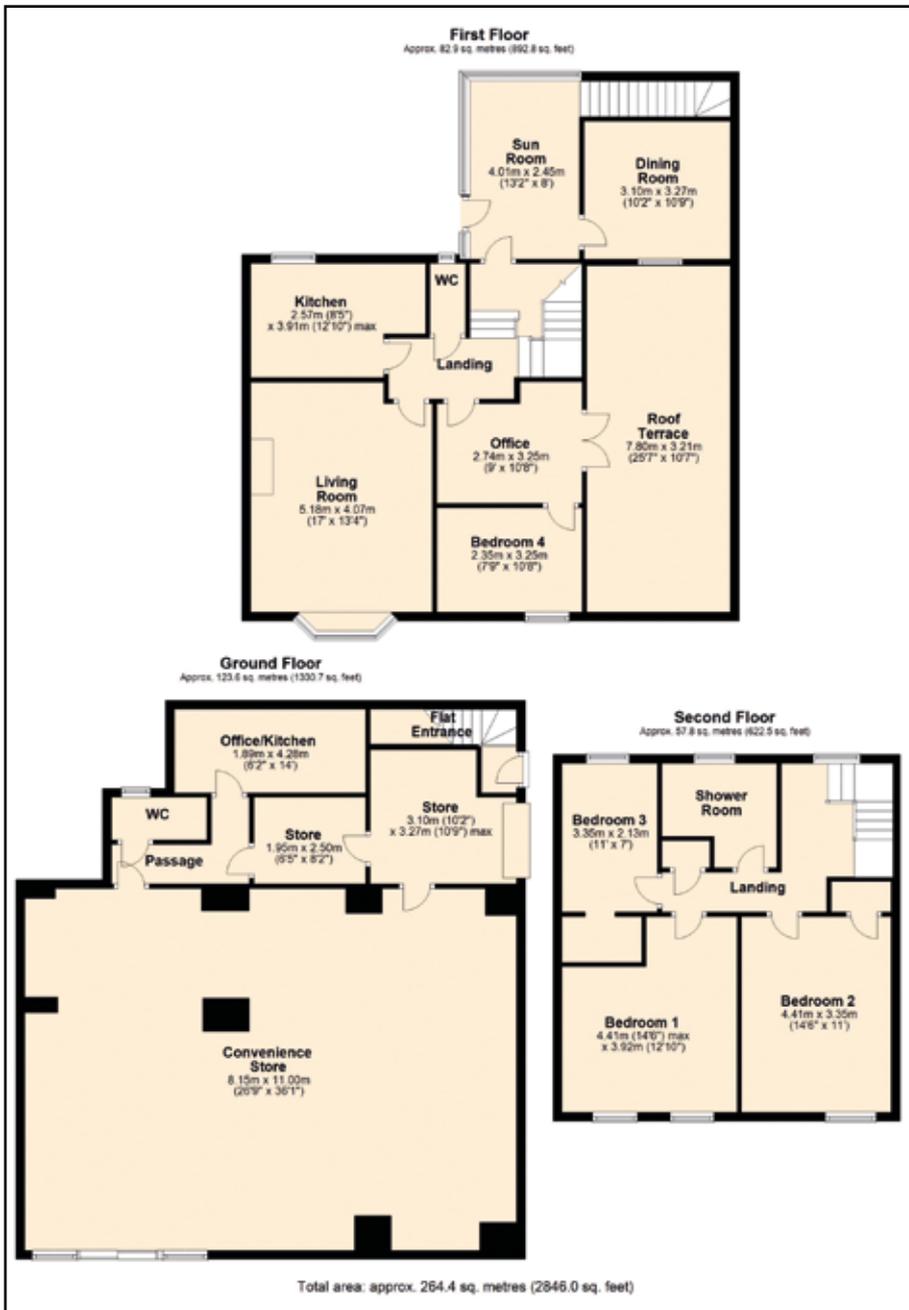
### Viewing

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

### The Opportunity

Having owned and operated the store and lived above, for over 20 years our clients', a husband and wife team, have decided to sell in order to pursue a new career path. The premises are located in a well regarded Hull suburban location where there are a number of new housing projects ongoing including the erection of 209 new houses on the site of the former Wolfreton Secondary School. As well as a good range of traditional convenience goods the store previously offered full Lottery and PayZone services and Hermes delivery services.





**Tenure:** The property is held on the freehold title and offered with the benefit of vacant possession upon completion.

**Services:** All mains services are connected to the property. The services have not been tested by Auction House.

**Solicitors:** Bridge McFarland LLP, Stephen Oldridge, 19 South St. Mary's Gate, Grimsby, DN31 1JE

**Energy Performance Certificate (EPC):** Current Rating: Ground Floor Shop: C(67)

#### Additional Fees

**Administration Charge:** The purchaser will be required to pay an administration charge of £750 (£625 plus VAT) (subject to a minimum of 0.3% inc VAT of the purchase price), 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.

## 7 Subway Street, Hull, HU3 4EL

\*GUIDE PRICE: £70,000 to £80,000 (plus fees)



### Description

A vacant industrial unit in a good location extending to approximately 3050 sq ft in total. To the front of the site is a double storey brick built office / store with mono pitch side extension. It comprises of w/c facilities, lobby, kitchen and store. Stairs lead off to the first floor which contains further kitchen and office. To the rear of the site is a further unit of steel frame construction with a concrete dock level floor. This unit has previously been used for the purpose of fish filleting but will require some refurbishment if this use is to continue within. The site benefits from its own private yard area suitable for the loading / unloading of vehicles.

### Situation

The property is located at the southern end of Subway Street which can be accessed via either Witty Street or West Dock Street. This West Hull location is a popular location giving easy access to the A63 leading to the west to the Humber Bridge and the motorway network and to the east to the City Centre and Docks. The immediate surrounding area is a popular industrial / storage location with the busy Hessle Road shopping area providing access to a number of local services.

### Accommodation:

Front unit Ground & First floor 1,061 SQ FT (98.57 SQ M)  
Mono pitch extension to side unit 300 SQ FT (27.87 SQ M)  
Rear unit 1,693 SQ FT (157.28 SQ M)

### Viewing

Strictly by appointment through Auction House Hull & East Yorkshire on 0845 400 9900 or the joint agents.

### Rateable Value

This information has been obtained from the Valuation Office website and has been provided for information purposes only. From 1 April 2019 eligible rate payers receive 100% relief on properties with a rateable value of £12000 or less. For properties with a rateable value of £12001 to £15000 the rate of relief will go down gradually from 100% to 0%. Further information available from the Local Authority.

### Joint Agents

Garness Jones, 79 Beverley Road, Hull,  
East Yorkshire, HU3 1XR.  
Dale Gooderham DDI: 01482 480758



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

**Services:** We are advised that all mains services are connected to the subject property including 3 phase electricity, these services have not been tested by Auction House.

**Solicitors:** Matthew Waite & Co, Ariel House, Frogmore Street, Tring, Hertfordshire, HP23 5AU. Tel: 01442 890111

**Energy Performance Certificate (EPC):** Current Rating EER F(126 -150)



### Additional Fees

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

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

**VAT:** Please see the legal pack for any VAT liability that may become payable by the purchaser on completion.

# PROPERTY AUCTION EXPERTS

LOCALLY REGIONALLY NATIONALLY



Auction House is the fastest growing auctioneering network in the UK and an increasingly attractive alternative to the major London players and corporate firms. Now operating in over 45 regional auction rooms, Auction House is the most effective independent option available to local sellers and operates from auction rooms easily accessible to local buyers.

Regional Auction Houses are run by prominent estate agents and experienced auctioneers who have a wealth of local knowledge and market experience. Auction House offers the local capability and expertise along with national advertising and marketing – a combination of local knowledge and national strength that is both successful and compelling.

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

**AUCTION  
HOUSE**

**HULL &  
EAST YORKSHIRE**

316 Marfleet Lane, Hull, HU9 5AQ

\*GUIDE PRICE: £150,000 - £175,000 (plus fees)



**Description**

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

**Situation**

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

**Accommodation:**

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

**Viewing**

By prior appointment with the auctioneers. Tel 01482 866844.

**Joint Agent**

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



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

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

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

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

**Additional Fees**

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

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

## Flat 11, Dykes House, Redcliff Road, Hessle, HU13 0HA

\*GUIDE PRICE: £70,000 (plus fees)



### Description

A well-presented first floor apartment with views over the River Humber. Briefly comprising a spacious entrance hall, fitted kitchen, lounge/dining room with French doors leading on to a small balcony overlooking the Humber, two bedrooms and a bathroom. All flats have access to communal gardens and allocated residents' parking together with visitors' parking.

### Situation

The property is situated on Redcliff Road, leading off Woodfield Lane which is one of the area's most desirable locations, and lies close to the Hessle Foreshore. Hessle has an array of shops and amenities, many of which are located in Hessle Square. Good road connections are available to the Humber Bridge, Hull city centre and the A63/M62 motorway network.

### Accommodation:

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

**Outside:** Parking space.

### Viewing

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

### Joint Agent

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



**Tenure:** Leasehold – 121 years from 1996 to 2117 98 years remaining. Vacant possession upon completion. Ground rent is currently £100 per annum and service charge is £750 to £850 per annum.

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

**Solicitors:** Geoff Davis, Sandersons, 17-19 Parliament Street, Hull, HU1 2BH. Telephone: 01482 324662. Email: gdavis@sandersonsolicitors.co.uk

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

### Ground Floor

Approx. 66.8 sq. metres (718.9 sq. feet)



Total area: approx. 66.8 sq. metres (718.9 sq. feet)

### Additional Fees

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

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

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

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



### Description

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

### Situation

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

### Accommodation:

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

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

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

### Viewing

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

### Joint Agent

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



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

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

**Solicitors:** Mr Neil Johnson, Gosschalks Solicitors, Queens Gardens, Dock Street, Hull, HU1 3DZ. Telephone: 01482 590241. Email: nj@gosschalks.co.uk

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

**Ground Floor**  
Approx. 66.8 sq. metres (718.6 sq. feet)



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

### Additional Fees

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

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

21a Boulevard, Hull, HU3 2TS

\*GUIDE PRICE: £25,000 (plus fees)



**Description**

This is a two bed roomed apartment within a converted end of terrace house comprising just two flats, one on each floor. Occupying the whole of the ground floor, the flat has a private ground floor entrance and is totally self-contained and equipped with gas central heating and uPVC double glazing. Potential exists for some modernisation and this is an excellent opportunity to secure a potentially high yielding investment at this price level.

**Situation**

The property is around a mile to the west of Hull City Centre, with both 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:**

**Ground Floor:** Entrance Lobby, Living Room, Hall, Bedroom One, Bedroom Two, Kitchen, Bathroom.

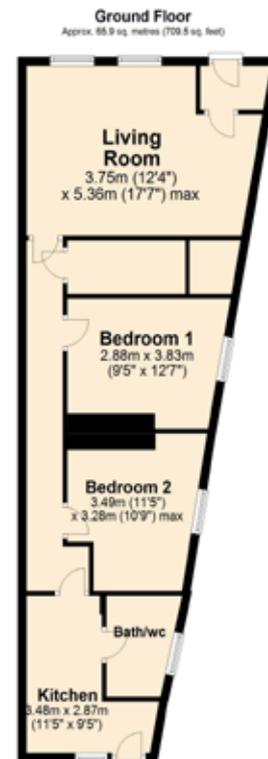
**Outside:** Gate to rear yard with outside store.

**Viewing**

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

**Joint Agent**

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



Total area: approx. 65.9 sq. metres (709.5 sq. feet)

**Tenure:** Leasehold. 987 years remaining. Vacant possession upon completion.

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

**Solicitors:** TLT, One Redcliff Street, Bristol. Avon, BS1 6TP. Telephone : 0117 917 7777

**Energy Performance Certificate (EPC):** EER - C(70)

**Additional Fees**

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

**Buyer's Premium:** The purchaser will be required to pay a buyer's premium of £1,140 including VAT (£950 plus VAT) in addition to the purchase price of the property.

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

## Paddock & Stables, White Gap Road, Little Weighton, HU20 3XF

**\*GUIDE PRICE: £37,000 - £40,000 (plus fees)**



### Description

This attractive parcel of land measures approximately 1.7 acres and comprises permanent grassland ideal for horses or ponies and livestock. There are two paddock areas that are well maintained and stand behind a road frontage hedgerow and are otherwise fenced with timber posts and rails or wire. The site contains a block of four timber stables with a profile sheet roof and a field shelter.

### Situation

The land enjoys a pleasant rural setting with a south facing aspect and gentle slope down to the boundary with a former railway line at the back of the plot. It lies about a third of a mile along White Gap Road from the middle of the village, being accessed via the second field gate on the left after passing the speed limit sign going out of the village.

### Property:

**Stable Block:** Two stables each 11'6" x 11'9" and two stables each 11'6" x 9'9"  
**Field Shelter.**

### Viewing

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

### Joint Agent

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



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

**Services:** No mains services are connected, Mains water is laid in the White Gap Road verge across the frontage of the field.

**Solicitors:** Emma Greenwood, Hamers Solicitors, 5 Earls Court, Priory Park East, Hull, HU4 7DY Telephone: 01482 326666.

**Energy Performance Certificate (EPC):** N/a

### Additional Fees

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

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



IF YOU HAVE A PROPERTY  
AND WANT TO SELL  
**QUICKLY**



CALL US NOW  
**0845 400 9900**

OR VISIT OUR WEBSITE  
[www.auctionhouse.co.uk/hullandeastyorkshire](http://www.auctionhouse.co.uk/hullandeastyorkshire)

DO YOU HAVE A PROPERTY  
SUITABLE FOR AUCTION?

**WE ARE NOW TAKING  
ENTRIES FOR OUR  
NEXT AUCTION ON  
THE  
22ND JANUARY 2020**

**AUCTION  
HOUSE**

**HULL &  
EAST YORKSHIRE**

For all enquiries or a FREE VALUATION contact

0845 400 9900

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

# NON-ATTENDING BID OR TELEPHONE BID

Please also sign and return the reverse side of this form



## AUTHORISATION FOR BIDDING BY PROXY OR TELEPHONE

Full Name (s):

Name of Company (if applicable):

Home or Company (address):

Postcode:

Tel:  Mobile:

Email:

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

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

## PROPERTY AND BID DETAILS

Lot No.:  Property Address:

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

(amount in words):

## DEPOSIT (tick as applicable)

I attach a cheque for 10% of my proxy bid or £3000, whichever is the greater, plus £750.00 (£625.00 plus VAT) Administration Charge plus Buyers Premium if applicable.

**OR**

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

My cheque of £  is made payable to AUCTION HOUSE HULL & EAST YORKSHIRE  
(amount if applicable)

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

Date of Birth  Period living at current address  NI Number

Passport Number  Driving Licence Number

Previous address if less than 6 months

## SOLICITORS

My solicitors are:

Of (address):

Postcode:

Tel:  Person acting:

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

Signed:  Date:

**PLEASE MARK THE ENVELOPE EITHER PROXY OR TELEPHONE BID**

## TERMS AND CONDITIONS FOR TELEPHONE BIDS AND BIDDING BY LETTER

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

1. The bidder must complete a separate authority form for each Lot involved, and provide a bankers draft, solicitor's client's account cheque or personal cheque for 10% of the maximum amount of the bid for each Lot. Please note the minimum deposit for any bid is £3,000 PER LOT.
2. The bidder must upload Proof of Identity in the form of a scan of a driving licence or passport, and a scan of a utility bill to the Auctions Passport Service that accesses the property's Legal Pack. Also you authorise Auction House to undertake a search with Experian for the purpose of verifying your identity. To do so Experian may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.
3. The form must be sent to, or delivered to: Written & Telephone Bids Auction House Dee Atkinson & Harrison, 56 Market Place, Drifffield, East Yorkshire to arrive before 6pm two working days prior to the start of the auction. It is the bidders responsibility to check that the form is received by Auction House and this can be done by telephoning the office.
4. In the case of a telephone bid the prospective purchaser should provide a blank cheque in the name of the purchaser which the Auctioneer will complete on behalf of the prospective purchaser if the prospective purchaser is successful in purchasing the relevant property for 10% of the purchase price, plus the administration charge or in accordance with the General or Special Conditions of Sale relating to the lot.
5. The bidder shall be deemed to have read the "Important Notice to be read by all bidders"; the particulars of the relevant Lot in the catalogue the general and special conditions of sale. The bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum of any amendments relating to the relevant Lot. Announcements can and should be checked by bidders on the day before the auction. However, the Auctioneers will advise the bidders of any announcements as soon as possible prior to the Auction.
6. In the case of a written bid, Auction House staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted, Auction House reserve the right not to bid.
7. Auction House reserve the right not to bid on behalf of written bidders, in the event of any error, doubt, omission, uncertainty as to the bid, any failure to validate Proof of Identification, or for any reason whatsoever and give no warranty, or guarantee, that a bid would be made on behalf of the bidder and accept no liability.
8. In the event that the written or telephone bid is successful, the Auctioneer will sign the Memorandum of the Contract on behalf of the bidder (a Contract would have been formed on the fall of the hammer).
9. In the event of a Contract, the deposit monies will be applied so far as necessary to meet the requirement for a 10% deposit (minimum £3,000) and the balance of the deposit (if any) will be held by the vendors solicitor pending completion. An Administration charge of £750.00 (£625.00 plus VAT) should be added to the deposit cheque or a separate cheque should be made payable to Auction House Hull & East Yorkshire.
10. In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
11. The Auctioneer will make no charge to a prospective purchaser for this service and will accept no liability whatsoever for any bid not being made on behalf of the prospective purchaser whether through lack of clarity of instructions or for any other reason whatsoever. Prospective telephone purchasers will not hold Auction House liable for any loss or claims relating to the telephone bidding system. The prospective purchaser will be advised if the relevant lot has been successfully purchased on his behalf as soon as possible after the auction. Where the lot has not been purchased the prospective purchaser will be notified by post and the deposit returned as soon as reasonably possible.
12. Once delivered to the Auctioneers, the authority to bid is binding on the bidder on the day on which the particular Lot is auctioned. This is to allow for the possibility of a Vendor agreeing to sell post auction where the bidding has not reached the reserve.
13. The authority can only be withdrawn by notification in writing delivered to Auction House at their office two hours before the start of the auction on the day the relevant Lot is scheduled to be auctioned, or by delivery into the hands of the Auctioneer in the auction room half an hour before the start of that day's auction. It is the bidders responsibility to obtain a receipt on a copy of the withdrawal notification signed by one of the Auctioneers and without such a receipt the authority stands, any successful Contract is binding on the bidder.
14. If the bidder, or an agent, actually bids at the auction without having previously withdrawn the authority, the Auctioneer is at liberty to accept such bid in addition to any bid from Auction House staff as empowered under the written authority. Auction House will have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
15. Prospective purchasers are advised in respect of telephone bids should they become disconnected during bidding or are unobtainable, Auction House will not be held responsible or liable for any loss suffered in respect thereof. I hereby confirm that I have read and understood the above terms and conditions to bid by letter.

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

Please sign this page and ensure the form overleaf is completed

# MEMORANDUM OF SALE



Property Address:

Price:

Lot No.

The Vendor:

The Purchaser:

Post Code:

Tel:

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

Purchase Price:

£

Less Deposit:

£

Balance:

£

Dated:

Completion Date:

Signed:

Authorised Agent for Vendor

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

of:

Dated:

Signed:

The Purchaser

Purchasers Solicitor:

Post Code:

Tel:

Vendors Solicitor:

Post Code:

Tel:

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

In addition and at the same time, the purchaser is required to pay by cheque to the Auctioneer an Administration Charge of £750.00 (£625.00 plus VAT) plus Buyers Premium if applicable.

# COMMON AUCTION CONDITIONS (EDITION 3)

## REPRODUCED WITH THE CONSENT OF THE RICS

### INTRODUCTION

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

### GLOSSARY

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

### AUCTION CONDUCT CONDITIONS

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

### SALE CONDITIONS

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

### IMPORTANT NOTICE

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

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

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

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

### GLOSSARY

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

Wherever it makes sense:

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

### Actual completion date

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

### Addendum

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

### Agreed completion date

Subject to condition G9.3:

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

### Approved financial institution

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

### Arrears

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

### Arrears schedule

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

### Auction

The auction advertised in the catalogue.

### Auction conduct conditions

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

### Auctioneers

The auctioneers at the auction.

### Business day

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

### Buyer

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

### Catalogue

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

### Completion

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

### Condition

One of the auction conduct conditions or sales conditions.

### Contract

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

### Contract date

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

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

### Documents

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

### Financial charge

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

### General conditions

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

### Interest rate

If not specified in the special conditions, 4% above the base rate from time to time of Barclays Bank

plc. (The interest rate will also apply to judgment debts, if applicable.)

### Lot

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

### Old arrears

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

### Particulars

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

### Practitioner

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

### Price

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

### Ready to complete

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

### Sale conditions

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

### Sale memorandum

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

### Seller

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

### Special conditions

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

### Tenancies

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

### Tenancy schedule

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

### Transfer

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

### TUPE

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

### VAT

Value Added Tax or other tax of a similar nature.

### VAT option

An option to tax.

### We (and us and our)

The auctioneers.

### You (and your)

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

## AUCTION CONDUCT CONDITIONS

### A1 INTRODUCTION

- A1.1 Words in bold type have special meanings, which are defined in the Glossary
- A1.2 The catalogue is issued only on the basis that you accept these auction conduct conditions. They govern our relationship with you and cannot be disapplied or varied by the sale conditions (even by a condition purporting to replace the whole of the Common Auction Conditions). They can be varied only if we agree.

### A2 OUR ROLE

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

### A3 BIDDING AND RESERVE PRICES

- A3.1 All bids are to be made in pounds sterling exclusive of any applicable VAT.
- A3.2 We may refuse to accept a bid. We do not have to explain why.
- A3.3 If there is a dispute over bidding we are entitled to resolve it, and our decision is final.
- A3.4 Unless stated otherwise each lot is subject to a reserve price (which may be fixed just before the lot is offered for sale). If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction.
- A3.5 Where there is a reserve price the seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller.
- A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the seller might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always – as the seller may fix the final reserve price just before bidding commences

### A4 THE PARTICULARS AND OTHER INFORMATION

- A4.1 We have taken reasonable care to prepare particulars that correctly describe each lot. The particulars are based on information supplied by or on behalf of the seller. You need to check that the information in the particulars is correct.
- A4.2 If the special conditions do not contain a description of the lot, or simply refer to the relevant lot number, you take the risk that the description contained in the particulars is incomplete or inaccurate, as the particulars have not been prepared by a conveyancer and are not intended to form part of a legal contract.
- A4.3 The particulars and the sale conditions may change prior to the auction and it is your responsibility to check that you have the correct versions.
- A4.4 If we provide information, or a copy of a document, provided by others we do so only on the basis that we are not responsible for the accuracy of that information or

# COMMON AUCTION CONDITIONS (EDITION 3)

## REPRODUCED WITH THE CONSENT OF THE RICS

- document.
- 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
- (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.
- 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.
- G4.3 The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract.
- G4.4 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.
- G4.5 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

# COMMON AUCTION CONDITIONS (EDITION 3)

## REPRODUCED WITH THE CONSENT OF THE RICS

- if it had taken place on the next business day. G6.6 Where applicable the contract remains in force following completion.
- G7. NOTICE TO COMPLETE**
- G7.1 The seller or the buyer may on or after the agreed completion date but before completion give the other notice to complete within ten business days (excluding the date on which the notice is given) making time of the essence.
- G7.2 The person giving the notice must be ready to complete.
- G7.3 If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has:
- (a) terminate the contract;
  - (b) claim the deposit and any interest on it if held by a stakeholder;
  - (c) forfeit the deposit and any interest on it;
  - (d) resell the lot; and
  - (e) claim damages from the buyer.
- G7.4 If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has:
- (a) terminate the contract; and
  - (b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.
- G8. IF THE CONTRACT IS BROUGHT TO AN END**
- If the contract is lawfully brought to an end:
- (a) the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and
  - (b) the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the seller is entitled to forfeit the deposit under condition G7.3.
- G9. LANDLORD'S LICENCE**
- G9.1 Where the lot is or includes leasehold land and licence to assign is required this condition G9 applies.
- G9.2 The contract is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- G9.3 The agreed completion date is not to be earlier than the date five business days after the seller has given notice to the buyer that licence has been obtained.
- G9.4 The seller must:
- (a) use all reasonable endeavours to obtain the licence at the seller's expense; and
  - (b) enter into any authorised guarantee agreement properly required.
- G9.5 The buyer must:
- (a) promptly provide references and other relevant information; and
  - (b) comply with the landlord's lawful requirements.
- G9.6 If within three months of the contract date (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition G9) by notice to the other terminate the contract at any time before licence is obtained. That termination is without prejudice to the claims of either seller or buyer for breach of this condition G9.
- G10. INTEREST AND APPORTIONMENTS**
- G10.1 If the actual completion date is after the agreed completion date for any reason other than the seller's default the buyer must pay interest at the interest rate on the price (less any deposit paid) from the agreed completion date up to and including the actual completion date.
- G10.2 Subject to condition G11 the seller is not obliged to apportion or account for any sum at completion unless the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds.
- G10.3 Income and outgoings are to be apportioned at actual completion date unless:
- (a) the buyer is liable to pay interest; and
  - (b) the seller has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.
- G10.4 Apportionments are to be calculated on the basis that:
- (a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
  - (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
  - (c) where the amount to be apportioned is not known at completion apportionment is to be made by reference to a reasonable estimate and further payment is to be made by seller or buyer as appropriate within five business days of the date when the amount is known.
- G11. ARREARS**
- Part 1 Current rent
- G11.1 "Current rent" means, in respect of each of the tenancies subject to which the lot is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding completion.
- G11.2 If on completion there are any arrears of current rent the buyer must pay them, whether or not details of those arrears are given in the special conditions.
- G11.3 Parts 2 and 3 of this condition G11 do not apply to arrears of current rent.
- Part 2 Buyer to pay for arrears
- G11.4 Part 2 of this condition G11 applies where the special conditions give details of arrears.
- G11.5 The buyer is on completion to pay, in addition to any other money then due, an amount equal to all arrears of which details are set out in the special conditions.
- G11.6 If those arrears are not old arrears the seller is to assign to the buyer all rights that the seller has to recover those arrears.
- Part 3 Buyer not to pay for arrears
- G11.7 Part 3 of this condition G11 applies where the special conditions:
- (a) so state; or
  - (b) give no details of any arrears.
- G11.8 While any arrears due to the seller remain unpaid the buyer must:
- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;
  - (b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment);
  - (c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as
- the seller's conveyancer may reasonably require;
- (d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order;
  - (e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and
  - (f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to part 3 of this condition G11.
- G11.9 Where the seller has the right to recover arrears it must not without the buyer's written consent bring insolvency proceedings against a tenant or seek the removal of goods from the lot.
- G12. MANAGEMENT**
- G12.1 This condition G12 applies where the lot is sold subject to tenancies.
- G12.2 The seller is to manage the lot in accordance with its standard management policies pending completion.
- G12.3 The seller must consult the buyer on all management issues that would affect the buyer after completion (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a tenancy; or a new tenancy or agreement to grant a new tenancy) and:
- (a) the seller must comply with the buyer's reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the seller to a liability that the seller would not otherwise have, in which case the seller may act reasonably in such a way as to avoid that liability;
  - (b) if the seller gives the buyer notice of the seller's intended act and the buyer does not object within five business days giving reasons for the objection the seller may act as the seller intends; and
  - (c) the buyer is to indemnify the seller against all loss or liability the seller incurs through acting as the buyer requires, or by reason of delay caused by the buyer.
- G13. RENT DEPOSITS**
- G13.1 This condition G13 applies where the seller is holding or otherwise entitled to money by way of rent deposit in respect of a tenancy. In this condition G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.
- G13.2 If the rent deposit is not assignable the seller must on completion hold the rent deposit on trust for the buyer and, subject to the terms of the rent deposit deed, comply at the cost of the buyer with the buyer's lawful instructions.
- G13.3 Otherwise the seller must on completion pay and assign its interest in the rent deposit to the buyer under an assignment in which the buyer covenants with the seller to:
- (a) observe and perform the seller's covenants and conditions in the rent deposit deed and indemnify the seller in respect of any breach;
  - (b) give notice of assignment to the tenant; and
  - (c) give such direct covenant to the tenant as may be required by the rent deposit deed.
- G14. VAT**
- G14.1 Where a sale condition requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.
- G14.2 Where the special conditions state that no VAT option has been made the seller confirms that none has been made by it or by any company in the same VAT group nor will be prior to completion.
- G15. TRANSFER AS A GOING CONCERN**
- G15.1 Where the special conditions so state:
- (a) the seller and the buyer intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
  - (b) this condition G15 applies.
- G15.2 The seller confirms that the seller
- (a) is registered for VAT, either in the seller's name or as a member of the same VAT group; and
  - (b) has (unless the sale is a standard-rated supply) made in relation to the lot a VAT option that remains valid and will not be revoked before completion.
- G15.3 The buyer confirms that:
- (a) it is registered for VAT, either in the buyer's name or as a member of a VAT group;
  - (b) it has made, or will make before completion, a VAT option in relation to the lot and will not revoke it before or within three months after completion;
  - (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
  - (d) it is not buying the lot as a nominee for another person.
- G15.4 The buyer is to give to the seller as early as possible before the agreed completion date evidence:
- (a) of the buyer's VAT registration;
  - (b) that the buyer has made a VAT option; and
  - (c) that the VAT option has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two business days before the agreed completion date, condition G14.1 applies at completion.
- G15.5 The buyer confirms that after completion the buyer intends to:
- (a) retain and manage the lot for the buyer's own benefit as a continuing business as a going concern subject to and with the benefit of the tenancies; and
  - (b) collect the rents payable under the tenancies and charge VAT on them
- G15.6 If, after completion, it is found that the sale of the lot is not a transfer of a going concern then:
- (a) the seller's conveyancer is to notify the buyer's conveyancer of that finding and provide a VAT invoice in respect of the sale of the lot;
  - (b) the buyer must within five business days of receipt of the VAT invoice pay to the seller the VAT due; and
  - (c) if VAT is payable because the buyer has not complied with this condition G15, the buyer must pay and indemnify the seller against all costs, interest, penalties or surcharges that the seller incurs as a result.
- G16. CAPITAL ALLOWANCES**
- G16.1 This condition G16 applies where the special conditions state that there are capital allowances available in respect of the lot.
- G16.2 The seller is promptly to supply to the buyer all information reasonably required by the buyer in connection with the buyer's claim for capital allowances.
- G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the special conditions.
- G16.4 The seller and buyer agree:
- (a) to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition G16; and
  - (b) to submit the value specified in the special conditions to HM Revenue and Customs for the purposes of their respective capital allowance computations.

# COMMON AUCTION CONDITIONS (EDITION 3)

## REPRODUCED WITH THE CONSENT OF THE RICS

- G17. MAINTENANCE AGREEMENTS**  
G17.1 The seller agrees to use reasonable endeavours to transfer to the buyer, at the buyer's cost, the benefit of the maintenance agreements specified in the special conditions.  
G17.2 The buyer must assume, and indemnify the seller in respect of, all liability under such contracts from the actual completion date.
- G18. LANDLORD AND TENANT ACT 1987**  
G18.1 This condition G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.  
G18.2 The seller warrants that the seller has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.
- G19. SALE BY PRACTITIONER**  
G19.1 This condition G19 applies where the sale is by a practitioner either as seller or as agent of the seller.  
G19.2 The practitioner has been duly appointed and is empowered to sell the lot.  
G19.3 Neither the practitioner nor the firm or any member of the firm to which the practitioner belongs has any personal liability in connection with the sale or the performance of the seller's obligations.  
G19.4 The transfer is to include a declaration excluding that personal liability.  
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 dates:

22nd January 2020

18th March 2020

13th May 2020

8th July 2020

9th September 2020

11th November 2020

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

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

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



PROPERTY AUCTION EXPERTS  
LOCALLY REGIONALLY NATIONALLY