

# AUCTION HOUSE

WEST YORKSHIRE

**Thursday**

**16th May 2019**

**2.00pm**

Leeds Lounge, Level 2  
East Stand

Leeds United Football Club

Elland Road Stadium

Leeds

LS11 0ES



# 40 Lots For Sale By Auction (Unless previously sold or withdrawn)

## Important Announcement For All Auction Sellers

Constantly achieving the best attended auctions at Elland Road Stadium and the best sales conversion rates has given us the confidence to launch our **UNIQUE “no sale – no charge” auction sales package**.

When Auction House says **“no sale – no charge”** it means just that! If we do not sell your property it will not cost you a penny! Most auction companies **insist** on an entry fee. Others may make similar boasts but omit to tell you that you still have to pay **in advance** for a Solicitor, local authority and water/drainage searches, Office Copy Entries (copy of the deeds) and an Energy Performance Certificate. A potential outlay of hundreds of pounds with no guarantee of a sale!

Compare that with the Auction House total service approach:-

- Fixed fee conveyancing from leading firms of solicitors on a “no sale – no charge” basis
- We fund the local authority and water/drainage searches for you
- We fund the Energy Performance Certificate for you
- We defer your entry fee until an exchange of contracts has taken place

**AND** compare our marketing approach! Each auction benefits from:-

- **RADIO** – 5 local radio stations
- **INTERNET** – Rightmove, OnTheMarket, manningstainton.co.uk, auctionhouse.co.uk, eigroup.co.uk and many more
- **DATABASE** – a database of over 8,000 West Yorkshire buyers
- **BRANCH NETWORK** – distribution through over 20 estate agency offices
- **PRESENTATION** – Full sales particulars with internal photos and floor plans for most properties
- **LEGAL PACKS** – online and free to buyers!
- **LIVE AUCTION ON THE INTERNET** – telephone and proxy bidders can watch online

Whether you have inherited a property in need of modernisation, are a Receiver or Lender seeking to dispose of repossessed properties, a Local Authority with surplus properties or are an individual merely seeking to dispose of a surplus property we believe that our track record makes Auction House the obvious choice of Auctioneer!

**REMEMBER , WHEN WE SAY “NO SALE – NO CHARGE” WE MEAN IT!**

## Auction Room

Leeds Lounge, Level 2, East Stand, Elland Road Stadium, Leeds LS11 0ES  
(Just off M621, Junction 1)

### Leeds, Bradford, Wakefield Auction Team:

James Pank (Hons) MRICS – Director, Melanie Calvert – Auction Co-ordinator, Tracey Turton – Auction Co-ordinator

Chris Jackson – Valuer, Bryan Baxter – Auctioneer

Simon Duckworth – Accompanied Viewer, Carly Sutton – Auction Administrator

Michele Clarke – Auction Administrator

### Huddersfield, Halifax Auction Team:

Ian Hill – Director, Richard Powell – Director, Amanda Lamont – Auction Manager,  
Yvette Taylor – Auction Administrator, Sarah Lynn – Auction Administrator

# MESSAGE FROM THE AUCTIONEERS



**JAMES PANK BSc (Hons) MRICS**  
DIRECTOR/AUCTIONEER

Welcome to our May auction in which we have 40 lots available to purchase. Before we take a look at these though, I would like to look back to our last auction in March. 49 lots sold, £4.2 Million raised and a success rate of 94%. A sure sign that demand for investment property in Yorkshire remains as high as ever.

This month's auction may be slightly smaller in terms of lot numbers but has some impressive looking properties to make up for it:

Lot 6 – A 40,000 sq ft retail department store in Bradford city centre with a guide price of just £250,000 +

Lot 21 – The stunning Grade II listed former home of Wakefield's first ever MP. Guide price £325,000 +

Lot 30 – A Grade II listed flat with its own tower room near Headingley Stadium. Guide price £85,000 +

Our biggest auction of 2018 was in July so if you are thinking of selling a property, now is the time to do it. Please get in touch with either myself or Chris Jackson and we will advise on your property's suitability for auction.

Good luck

James Pank  
Director / Auctioneer

## NEXT AUCTION DATES

10th July 2019 • 4th September 2019 • 23rd October 2019

# AUCTION INFORMATION



**Administration Charge** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price, subject to a minimum of £900.00 (including VAT) or the fixed figure as stated in the property details.



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



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



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



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



**Deposit** When you sign the Memorandum of Sale you will be asked to pay a deposit of 10% of the purchase price subject to a minimum deposit of £5,000. Deposits can only be paid by electronic bank transfer, bankers draft, debit card or building society cheque. Cash, cheque or credit card payments will not be accepted. Please note, should the cheque have to be represented, a processing charge of £60.00 (£50.00 + VAT) will be charged by deduction from the deposit.



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



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



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



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



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



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



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



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



**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.



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



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



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



**The Catalogue** Details of the property and land to be sold are set out in our catalogue and on our website [auctionhouse.co.uk](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.



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



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



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

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

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



# INTRODUCING ESTATE AGENTS

A Selection of our Loyal Joint Agents from the region

# ORDER OF SALE

**Thursday 16th May 2019 2.00pm**

Leeds Lounge, Level 2, East Stand, Elland Road Stadium, Leeds LS11 0ES

LOT	ADDRESS	*GUIDE PRICE	LOT TYPE
1	36 Orchard Road, Leeds, West Yorkshire LS15 7LN	£50,000 - £55,000	Residential for Improvement
2	38 Wood Lane, Castleford, West Yorkshire WF10 5PQ	£35,000 - £40,000	Residential for Improvement
3	89 Heights Lane, Bradford, West Yorkshire BD9 6DU	£90,000+	Commercial
4	2 Harlech Grove, Leeds, West Yorkshire LS11 7DU	£40,000 - £45,000	Residential Investment
5	10 Squire Lane, Bradford, West Yorkshire BD8 0BB	£50,000+	Residential Investment
6	33 North Parade, Bradford, West Yorkshire BD1 3JH	£250,000+	Commercial
7	Apt 13 The Abode, Sunderland Street, Halifax, West Yorkshire HX1 5AF	£20,000 - £30,000	Residential
8	21 Pearson Grove, Leeds, West Yorkshire LS6 1JB	£175,000+	Residential Investment
9	5 Oliver Hill, Horsforth, Leeds, West Yorkshire LS18 4JF	£190,000+	Residential for Improvement
9a	The Cowsheds, 1 & 2 Hollins Barn Cottage, Sutton Road, Thirsk, North Yorkshire YO7 2ER	£225,000+	Residential
10	11 Town Hall Street, Sowerby Bridge, West Yorkshire HX6 2EA	£135,000+	Mixed Use
10a	4 Dean Court, Leeds, West Yorkshire, LS8 4AJ	POSTPONED	Residential for Improvement
11	16 Kingswood Terrace, Bradford, West Yorkshire BD7 3DT	£85,000+	Commercial
11a	6 & 6A Glencoe View, Leeds, West Yorkshire, LS9 0BU	£70,000+	Mixed Use
12	460 Dewsbury Road, Leeds, West Yorkshire LS11 8AJ	£130,000+	Residential
13	11 High Street, Normanton, West Yorkshire, WF6 2AD	£140,000+	Commercial
14	Land Adj 10 Scott Lane, Riddlesden, Keighley, West Yorkshire BD20 5BT	SOLD PRIOR	Plots/Building Land
15	8 Top Row, Providence Place, Swillington Common, Leeds LS15 4LD	£80,000 - £90,000	Residential for Improvement
15a	508 Thornton Road, Bradford, West Yorkshire BD8 9NA	£115,000+	Commercial
16	14 Paisley Street, Leeds, West Yorkshire LS12 3JS	£50,000 - £55,000	Residential
17	3 Recreation Crescent, Leeds, West Yorkshire, LS11 0AJ	£55,000 - £65,000	Residential Investment
17a	Olcote Mill Lane, South Kirkby, Pontefract, West Yorkshire WF9 3HG	£75,000 - £85,000	Residential for Improvement
18	Unit 4 Ashfield Close, Whitehall Industrial Estate, Leeds, West Yorkshire LS12 5JB	£140,000+	Commercial/Industrial
19	143 Moor End Road, Huddersfield, Lancashire HD4 5HF	£25,000 - £35,000	Residential
20	38-40 Beeston Road, Leeds, West Yorkshire, LS11 8RP	£120,000+	Mixed Use
21	Lupset Hall, Horbury Road, Wakefield, West Yorkshire WF2 8FA	£325,000+	Residential for Improvement
21a	44 Hanson Lane, Huddersfield, West Yorkshire HD1 3UW	£40,000 - £50,000	Residential for Improvement
22	32 Carr Manor Parade, Leeds, West Yorkshire LS17 5AF	£90,000 - £100,000	Residential for Improvement
23	13 Eagle Street, Keighley, West Yorkshire BD21 2DA	£35,000 - £40,000	Residential
23a	Flat 2, 16 Park Crescent, Leeds, West Yorkshire LS12 3NL	£30,000 - £35,000	Residential Investment
24	8 Higher Grange Road, Pudsey, West Yorkshire LS28 7NJ	£99,000+	Residential Investment
25	Apt 2, 52 Blackmoorfoot Road, Crosland Moor, Huddersfield, West Yorkshire HD4 5BQ	£45,000+	Residential
26	100 Rushton Road, Bradford, West Yorkshire BD3 8JJ	SOLD PRIOR	Residential
26a	Flat 3, 1 Victoria Street, Leeds, West Yorkshire LS3 1BT	£140,000+	Residential for Improvement
27	17 Abbey Court, Horsforth, Leeds, West Yorkshire LS18 4SA	£120,000+	Residential for Improvement
28	14 St Marys Road, Bradford, West Yorkshire BD8 7LR	POSTPONED	Commercial
28a	19 Westbourne Place, Leeds, West Yorkshire, LS11 6EJ	£65,000+	Residential for Improvement
29	52 Lovell Park Grange, Leeds, West Yorkshire LS7 1DU	£45,000 - £50,000	Residential
30	Flat 11 St. Anns Tower, 214 Kirkstall Lane, Leeds, West Yorkshire LS6 3DS	SOLD PRIOR	Residential
31	79 North Road, Bradford, West Yorkshire, BD6 1RJ	£45,000 - £50,000	Residential for Improvement

**\*Description on Auction Information page**



**Tenure:** Freehold  
**Local Authority:** Leeds City Council  
**Energy Performance Certificate (EPC):** Current Rating E

#### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

**Buyer's Premium:** £900 inc VAT

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

## Residential for improvement

1

**36 Orchard Road, Leeds,  
West Yorkshire, LS15 7LN**

#### \*GUIDE PRICE:

**£50,000 - £55,000 (plus fees)**

This three bedroom end terrace, located in Crossgates, is one for a renovator or builder. The property has been neglected in recent years and is now in need of complete refurbishment. There is a central heating boiler and uPVC frames (glazing required). Externally, there is a generous triangular shaped garden to the side and potential for off street parking. The property can be found only 0.5 miles west of Crossgates high street and shopping centre amenities.

**Please note: A 14 day completion applies to this lot. The property will be sold as seen and the seller will have limited information on the property as a third party seller.**

#### Description:

**Ground Floor:** Hall, lounge and dining kitchen.

**First Floor:** Landing, three bedrooms and bathroom.

**Externally:** Generous side garden.

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

[\\*Description on Auction Information page](#)



**Tenure:** Freehold  
**Local Authority:** Wakefield Metropolitan District Council  
**Energy Performance Certificate (EPC):** Please refer to the legal pack.

#### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

**Search Fees:** £200 inc VAT

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

## Residential for improvement

2

**38 Wood Lane, Castleford,  
West Yorkshire, WF10 5PQ**

#### \*GUIDE PRICE:

**£35,000 - £40,000 (plus fees)**

**\*\*\*Calling all builders\*\*\*** This two bedroom through terrace in Castleford will appeal to the renovator. Internally, the property requires a full scheme of refurbishment. Externally, the property benefits from yards, to the front and rear, as well as having a garage. It is located 0.5 miles from the M62 and a short distance from Castleford town centre

#### Description:

**Ground Floor:** Lounge, dining room and kitchen.

**First Floor:** Landing, two bedrooms and bathroom.

**Externally:** Yards to the front and rear. Garage

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

[\\*Description on Auction Information page](#)





## Commercial

### 89 Heights Lane, Bradford, West Yorkshire, BD9 6DU

**\*GUIDE PRICE:**

**£90,000 + (plus fees)**

This extended semi-detached property sits on a generous plot and comprises a ground floor retail unit with a two bedroom self-contained flat above. At present, the property is fully let generating £10,940 per annum. The tenant on the ground floor has been in occupation for approximately 20 years and is expected to sign a new lease prior to the auction. The tenant in the flat is due to vacate on the 1st June. We have been advised by the letting agent that a buyer could expect to re-let the flat for £375 pcm increasing the current income. The property occupies a prominent location on Heights Lane and is just 0.1 miles from Lynfield Mount hospital and within walking distance of Bradford Royal Infirmary.

#### Description:

**Ground Floor:** Shop, kitchen, WC and storage area

**First Floor:** Flat: two bedrooms, living room, kitchen and bathroom

**Externally:** Parking to the front and side with a garden and double garage to the rear



**Tenure:** Freehold

**Local Authority:** Bradford Metropolitan District Council

**Energy Performance Certificate (EPC):** Please refer to Legal Pack

#### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

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

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[\\*Description on Auction Information page](#)



## Residential Investments

### 2 Harlech Grove, Leeds, West Yorkshire, LS11 7DU

**\*GUIDE PRICE:**

**£40,000 - £45,000 (plus fees)**

This two bedroom and back to back terrace in Beeston will appeal to local landlords. The property is currently tenanted, generating an income of £5,202 per annum. Although the property has central heating and double glazing it would benefit from internal improvement. There is a separate access to the basement which may lend itself to development (subject to planning permission)

#### Description:

**Cellars to basement:**

**Ground Floor:** Lounge and kitchen.

**First Floor:** Landing, bedroom and bathroom.

**Second Floor:** Bedroom.



**Tenure:** Freehold

**Local Authority:** Leeds City Council

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

#### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

**Search Fees:** £200 inc VAT

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

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[\\*Description on Auction Information page](#)





## Residential Investments

### 10 Squire Lane, Bradford, West Yorkshire, BD8 0BB

**\*GUIDE PRICE:**

**£50,000 + (plus fees)**

This impressive looking four bedroom double fronted terrace has been let to the same tenant for 17 years and is currently producing an annual income of £4,290. The property has central heating, upvc double glazing and is sure to appeal to local investors looking to add to their portfolios. The property comprises basement storage with living room and dining kitchen to the ground floor, two bedrooms and a bathroom to the first floor and a further two bedrooms on the second floor. The property is located in a popular residential area with the Bradford Girls Grammar School and Bradford Hockey Club just over the road. The Bradford Royal Infirmary is less than half a mile away.

#### Description:

**Basement Storage:**

**Ground Floor:** Living room and dining kitchen.

**First Floor:** Two bedrooms and bathroom.

**Second Floor:** Two bedrooms.

**Tenure:** Freehold

**Local Authority:** Bradford Metropolitan District Council

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

#### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

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

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

[\\*Description on Auction Information page](#)



## Commercial

### 33 North Parade, Bradford, West Yorkshire, BD1 3JH

**\*GUIDE PRICE:**

**£250,000 + (plus fees)**

This substantial retail department store offered with vacant possession and extending to a total of 3,729 sq metres (40,147 sq feet gross). Sure to appeal to both owner occupiers and residential developers, subject to the necessary consent being obtained. The property is comprised of a series of buildings over three to four storeys and of varying size and ages. All are inter-linked at various levels with striking frontages on North Parade, Oastler Square and Rawson Road. The property is in an established commercial part of Bradford city centre, an area which has improved significantly in recent years with a number of new bars and restaurants now present on the street.

**Please note that VAT will be payable in addition to the purchase price and a six week completion applies to this lot.**



**Tenure:** Freehold

**Local Authority:** Bradford Metropolitan District Council

**Energy Performance Certificate (EPC):** Please refer to the Legal Pack

#### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

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

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[\\*Description on Auction Information page](#)



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## Residential

### Apt 13 The Abode, Sunderland Street, Halifax, West Yorkshire HX1 5AF

#### \*GUIDE PRICE

**£20,000 - £30,000 (plus fees)**

#### A Two Bedroomed Second Floor Apartment

Located in the centre of Halifax providing easy access to local amenities and public transport links. Having electric heating and double glazing. The property briefly comprising entrance hall, open lounge/kitchen, two bedrooms (master en-suite) and bathroom.

**Please note there is a further buyers premium of £600 inc VAT payable on this lot.**

#### Description

**Ground Floor:** Communal Entrance

**Second Floor:** Entrance Hall, Lounge/Kitchen, Bedroom One with en-suite, Bedroom Two, Bathroom

#### Additional Fees

**Buyer's Premium:** Please note there is a further buyers premium of £600 inc VAT payable on this lot.

**Administration Charge:** 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT.

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

**Tenure:** See Legal Pack

**Local Authority:** Calderdale Metropolitan Borough Council

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

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

[\\*Description on Auction Information Page](#)



## Residential Investments

### 21 Pearson Grove, Leeds, West Yorkshire, LS6 1JB

#### \*GUIDE PRICE:

**£175,000 + (plus fees)**

This impressive looking back to back terrace has been completely refurbished and reconfigured in recent months and now comprises four bedrooms, two shower rooms and a living kitchen. At present, the property is let to four students and is generating an income of £18,720pa. The property is situated in a prime location within Hyde Park and is just a few minutes' walk from the famous Brudenell Social Club, Hyde Park Picture House and many other shops and amenities in the area.

**Please note, the property does not have approval for C4 use.**

#### Description:

**Lower Ground Floor:** Living kitchen.

**Ground Floor:** Bedroom and shower room.

**First Floor:** Two bedrooms.

**Second Floor:** Bedroom and shower room.



**Tenure:** Freehold

**Local Authority:** Leeds City Council

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

#### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

**Search Fees:** £200 inc VAT

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

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

[\\*Description on Auction Information page](#)





**Tenure:** Freehold

**Local Authority:** Leeds City Council

**Energy Performance Certificate (EPC):** Please refer to Legal Pack

#### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

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

## Residential for improvement

9

### 5 Oliver Hill, Horsforth, Leeds, West Yorkshire LS18 4JF

**\*GUIDE PRICE:**

**£190,000 + (plus fees)**

This three bedroom semi-detached property has been neglected in recent years but now offers buyers a wealth of opportunity whether they are looking to refurbish the existing property or extend to the rear as the adjoining owners have done. Externally the property offers a driveway leading to a garage and a pleasant rear garden. The property is located in Horsforth, one of Leeds most popular suburbs with a range of coffee shops and restaurants just half a mile away.

**Please note: A 14 day completion applies to this lot.**

#### Description:

**Ground Floor:** Entrance Hall, living room, kitchen and bathroom.

**First Floor:** Landing and three bedrooms.

**Externally:** The Property has gardens to both front and rear with a driveway leading to a garage.

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

[\\*Description on Auction Information page](#)

## LEGAL PACKS



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

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

**AUCTION  
HOUSE**

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

# The Cowsheds, 1 & 2 Hollins Barn Cottage, Sutton Road, Thirsk, YO7 2ER

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



\*\*\*3 x PROPERTIES, 3 x TITLES, BEING OFFERED AS A SINGLE LOT\*\*\*

This characterful cluster of cottages in Thirsk, located close to the North Yorkshire Moors National Park, will appeal to a variety of purchasers.

The properties comprise:

HOLLIN BARN – a generous three bedroom family home with two reception rooms,

HONEYSUCKLE COTTAGE – A two bedroom, two reception room cottage in need of some improvement,

ROSE BARN COTTAGE – A two bedroom true bungalow with large living kitchen.

There is also an Annex providing an additional utility room and shower room. Externally, there are gardens to the west of the Hollin Barn and Rose Barn Cottage. Due to the location, the properties would suit the holiday rental market, B&B opportunity or could simply be converted into a substantial family home.

**Please note: A 14 day completion applies to this lot.**

## Description:

### Hollin Barn –

**Ground Floor:** Lounge, family room, dining kitchen and utility.

**First Floor:** Landing, three bedrooms and bathroom.

### Honeysuckle Cottage –

**Ground Floor:** Lounge, reception room, kitchen and cloakroom.

**First Floor:** Landing, two bedrooms and bathroom.

### Rose Barn Cottage –

**Ground Floor:** Living kitchen, two bedrooms and bathroom

**Annex –** Room and Shower Room

**Tenure:** Freehold

**Local Authority:** North Yorkshire County Council

**Energy Performance Certificate (EPC):** Please refer to the Legal Pack

## Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

**Buyer's Premium:** £900 inc VAT

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



## Mixed Use

### 11 Town Hall Street, Sowerby Bridge, West Yorkshire HX6 2EA

\*GUIDE PRICE

**£135,000 +** (plus fees)

**A Four Storey Property comprising a Shop & 3 Apartments Fully Tenanted Producing £17,040pa/£1,420pcm**

Occupying a prime position within the main retailing area of Sowerby Bridge this is an ideal property for an investor looking for an excellent income from this fully tenanted property. The shop and three apartments are currently occupied producing £17,040pa/£1,420pcm. Each apartment has one bedroom and all four units are separately metered for electricity.

#### Description

**We have not had sight of the tenancy agreements but have been verbally advised that the income is as detailed below.**

**Ground Floor:** Shop/Salon, Rear Salon, Kitchen with WC off. Let to Bridge Barbers at a rental of £5,400pa/£450pcm. Rear entrance to Apartments

**First Floor Apartment One:** Lounge/Kitchen, Inner Hall, Bedroom, Shower Room. Tenanted at £3,540pa/£295pcm to a long term tenant.

**Second Floor Apartment Two:** Lounge/Kitchen, Inner Hall, Bedroom, Shower Room. Tenanted at £3,900pa/£325pcm

**Third Floor Apartment Three:** Lounge/Kitchen, Bedroom, Shower Room. Tenanted at £4,200pa/£350pcm

#### Additional Fees

**Administration Charge:** 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT.

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

**Tenure:** See legal pack

**Local Authority:** Calderdale Council

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

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

\*Description on Auction Information Page



## Residential for improvement

### 4 Dean Court, Leeds, West Yorkshire LS1 4AJ

\*GUIDE PRICE

**£74,000 (plus fees)**

This spacious three bedroom through terrace is now in need of improvement but is sure to appeal to investors looking for an affordable buy to let/project. The property is located between Oakwood and Gledhow and is within the catchment of some of the most popular schools in the area. Please note that this property has suffered from structural movement and buyers are advised to do their own research in this regard.

#### Description:

**Ground Floor:** Living room, dining area and kitchen.

**First Floor:** Three bedrooms and a bathroom.

**Externally:** The property has gardens to the front and rear.



**Tenure:** Freehold

**Local Authority:** Leeds City Council

**Energy Performance Certificate (EPC):** Please refer to the Legal Pack

#### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

**Search Fees:** £200 inc VAT

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

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

\*Description on Auction Information page





**Tenure:** Freehold

**Local Authority:** Bradford Metropolitan District Council  
**Energy Performance Certificate (EPC):** Please refer to Legal Pack

#### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

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

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## Commercial

### 16 Kingswood Terrace, Bradford, West Yorkshire, BD7 3DT

**\*GUIDE PRICE:**

**£85,000 + (plus fees)**

This spacious through terrace property is larger than it looks and has undergone complete refurbishment in recent months. The property was most recently used as a beauty salon with reception area, staff kitchen and multiple treatment rooms across three floors. The property is located just off Great Horton Road approximately 1.5 miles to the south west of Bradford city centre and is sure to appeal to both business owners and landlords looking for a property ready to let or occupy.

#### Description:

##### Basement Storage:

**Ground Floor:** Reception, kitchen, large treatment room and wc.

**First Floor:** Four treatment rooms and wc.

**Second Floor:** One treatment room and two storage rooms.

**Externally:** Parking to the rear.

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[\\*Description on Auction Information page](#)



**Tenure:** Freehold

**Local Authority:** Leeds City Council  
**Energy Performance Certificate (EPC):** Please refer to legal pack..

#### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

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

11a

## Mixed Use

### 6 & 6A Glencoe View, Leeds, West Yorkshire, LS9 0BU

**\*GUIDE PRICE:**

**£70,000 + (plus fees)**

This substantial mixed use property will appeal to both landlords and developers. 6: A 2 / 3 double bedroom duplex apartment with a new kitchen, central heating and double glazing. There are no floor coverings and the bathroom would benefit from a little updating. 6A: Ground floor retail unit consisting of two large rooms and full access to the lower ground floor providing a bathroom and further store rooms. Would suit those looking to start up their own business or developers looking to change the use, develop and let out.

#### Description:

**Lower Ground Floor:** Two store rooms and bathroom

**Ground Floor:** Hall, shop and room

**First Floor:** Landing, lounge/bedroom, dining kitchen and bathroom

**Second Floor:** Two bedrooms

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[\\*Description on Auction Information page](#)



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## Residential

**460 Dewsbury Road, Leeds, West Yorkshire, LS11 8AJ**

**\*GUIDE PRICE:**

**£130,000 + (plus fees)**

This is a larger style traditional semi-detached house in a popular and convenient area. Set on a larger than average plot the property provides parking for several cars with electric gated access and a good size garden to three sides. With central heating and PVCu double the property briefly provides a reception hallway, living room and separate dining room and kitchen with door leading to the conservatory. To the first floor there are two double bedrooms and a single bedroom with fitted furniture and the stylish house bathroom has a recently fitted modern white suite and shower.

### Description:

**Ground Floor:** Hallway, living room, dining room, kitchen and conservatory

**First Floor:** Three bedrooms and bathroom

**Externally:** Gardens to three sides and parking for several cars



**Tenure:** Freehold

**Local Authority:** Leeds City Council

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

### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

**Search Fees:** £200 inc VAT

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

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[\\*Description on Auction Information page](#)



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## Commercial

**11 High Street, Normanton, West Yorkshire, WF6 2AD**

**\*GUIDE PRICE:**

**£140,000 + (plus fees)**

This prominent retail unit is sure to appeal to investors looking for a sensible return and a property they can add value to. The ground floor was let for five years in 2018 and is generating an annual income of £11,000 while the first floor has planning permission to convert into three self-contained one bedroom flats. Further information can be found by going to the Wakefield planning portal and searching under ref 18/02215/FUL. The property is located on a pedestrianised part of Normanton High Street with one of the main town centre car parks located directly behind it.

### Description:

**Ground Floor:** Barber shop, kitchen, wc and two store rooms.

**First Floor:** Four offices/rooms and a wc.



**Tenure:** Freehold

**Local Authority:** Wakefield Metropolitan District Council

**Energy Performance Certificate (EPC):** Please refer to Legal Pack

### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

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

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## Plots/Building Land

### Land Adj 10 Scott Lane, Riddlesden, Keighley, BD21 5JT

**\*GUIDE PRICE:**  
**£85,000** (plus fees)

This exciting development plot is sure to appeal to any builders and ground design hopefuls looking for their next project. Planning permission for a detached five bedroom home was granted earlier this year with further information available on the Bradford planning portal under reference 19/00024/FUL. According to the plans, the completed property will include a spacious dining kitchen, two reception rooms, a utility room, double garage and generous rear garden. The plot can be accessed via a track next to 8 Scott Lane and is located in a popular residential area within Riddlesden, West Yorkshire



**Tenure:** Freehold

#### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

**Buyer's Premium:** £2,500 inc VAT

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

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## Residential for improvement

### 8 Top Row, Providence Place, Leeds, West Yorkshire, LS15 4LD

**\*GUIDE PRICE:**  
**£80,000 - £90,000** (plus fees)

This extended two bedroom through terrace in Swillington Common will appeal to the local landlord or renovator. The property has been well maintained by the current owners but would now benefit from a scheme of modernisation. There is a large room to the lower ground floor featuring high ceilings and with potential to be converted in additional living space. Externally, there is a garden to the front, vehicular access to the rear and a small outhouse. The location provides immediate access to the M1 and is approximately 2 miles from both Garforth and Crossgates.

#### Description:

**Lower Ground Floor:** Large room

**Ground Floor:** Porch, lounge and dining kitchen

**First Floor:** Landing, two bedrooms and bathroom

**Externally:** Front garden and rear store



**Tenure:** Freehold

**Local Authority:** Leeds City Council

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

#### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

**Search Fees:** £200 inc VAT

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

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**Tenure:** Freehold

**Local Authority:** Bradford Metropolitan District Council  
**Energy Performance Certificate (EPC):** Please refer to Legal Pack

#### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

**Buyer's Premium:** £570 inc VAT

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

## Commercial

15a

### 508 Thornton Road, Bradford, West Yorkshire BD8 9NA

**\*GUIDE PRICE:**

**£115,000 + (plus fees)**

This former public house with 3-4 bedroom residential accommodation on the first floor is now in need of complete refurbishment and could cater for a range of alternative uses subject to the necessary consents being obtained. It has recently been marketed for £195,000 meaning a huge price reduction of £80,000. Measurements taken from the VOA website detail total floor areas of 404.4 msq (4,353 sqft) covering basement, ground and first floor levels. The property occupies a prominent position on the B6145 Thornton Road overlooking the Morrisons supermarket and Range store on the opposite side of the road.

**Please note: VAT is not payable on the purchase price and the property will be sold as seen with all contents, fixtures and fittings included.**

#### Description:

**Basement:** Former beer cellar and stores. 82.6 sqm (889 sqft).

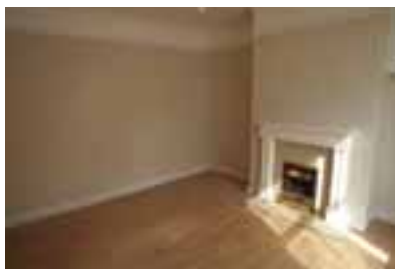
**Ground Floor:** Former public house with partially fitted kitchen, stage area and WCs. 195.1 msq (2,100 sqft).

**First Floor:** Former living accommodation. 126.7 msq (1,364 sqft)

**Externally:** Yard to the side which can be accessed from Kensington Street

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**Tenure:** Freehold

**Local Authority:** Leeds City Council  
**Energy Performance Certificate (EPC):** Please refer to Legal Pack

#### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

**Search Fees:** £200 inc VAT

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

## Residential

16

### 14 Paisley Street, Leeds, West Yorkshire, LS12 3JS

**\*GUIDE PRICE:**

**£50,000 - £55,000 (plus fees)**

This two bedroom back to back terrace in Armley will appeal to a variety of investors. The property does have double glazing and central heating but would now benefit from a little cosmetic improvement. Investors may simply keep as part of a portfolio or improve and sell on for a profit. The property is located approximately 0.25 miles from Armley high street and only 2 miles from central Leeds. According to Rightmove, at the time of writing, this was the cheapest two bedroom house in Leeds! The property will be sold as seen with all contents, fixtures and fittings included

#### Description:

**Basement Storage:**

**Ground Floor:** Lounge and kitchen.

**First Floor:** Landing, bedroom and bathroom.

**Second Floor:** Bedroom.

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[\\*Description on Auction Information page](#)





**Tenure:** Freehold  
**Local Authority:** Leeds City Council  
**Energy Performance Certificate (EPC):** Current Rating D

#### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

**Search Fees:** £200 inc VAT

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

## Residential Investments

17

### 3 Recreation Crescent, Leeds, West Yorkshire, LS11 0AJ

#### \*GUIDE PRICE:

**£55,000 - £65,000 (plus fees)**

This tenanted three bedroom back to back terrace in Holbeck is one for the buy to let landlord. The property is currently generating an income of £7,800 per annum which equates to a return in excess of 14% when based on the lower guide price. The property benefits from central heating and double glazing. Located close to the city centre, Holbeck has experienced a good deal of investment in recent years with a number of new homes having been built.

#### Description:

**Basement:** Cellars

**Ground Floor:** Lounge and kitchen

**First Floor:** Landing, two bedrooms and bathroom

**Second Floor:** Landing and bedroom

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**Tenure:** Freehold  
**Local Authority:** Wakefield Metropolitan District Council  
**Energy Performance Certificate (EPC):** Current Rating F

#### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

**Search Fees:** £200 inc VAT

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

## Residential for improvement

17a

### Olcote Mill Lane, South Kirkby, Pontefract, WF9 3HG

#### \*GUIDE PRICE:

**£75,000 - £85,000 (plus fees)**

This two bedroom detached bungalow, set within its own grounds, will appeal to the buy to let landlord or renovator. The property has double glazing and a heating system but is now in need of some updating. Internally, there are two double bedrooms, a large open plan living kitchen and conservatory. There is a generous loft space which, subject to planning permission, could be converted into further living accommodation or additional bedrooms. According to Rightmove, at the time of writing, this was the cheapest two bed bungalow in the whole of West Yorkshire!

#### Description:

**Ground Floor:** Hall, porch, living kitchen, conservatory, two bedrooms and bathroom

**Externally:** Detached garage and gardens to all sides

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\*Description on Auction Information page



**Tenure:** Freehold

**Local Authority:** Leeds City Council

**Energy Performance Certificate (EPC):** Please refer to the legal pack

#### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

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

## Commercial/Industrial

18

### Unit 4 Ashfield Close, Whitehall Industrial Estate, Leeds, LS12 5JB

**\*GUIDE PRICE:**

**£140,000 + (plus fees)**

We are pleased to offer the site of the former Fireclay House in addition to the adjoining workshop (Unit 4). Likely to be of interest to a range of buyers including those looking for additional storage or the possibility of developing their own unit, subject to the necessary consents being obtained. Unit 4 measures approximately 1500 square feet, has been recently refurbished and has been mainly used for storage and offices in recent times. Although split into a number of cellular rooms at present, the majority of walls are only stud partitions and could be removed to create a more open plan environment. The site is located on the long established Whitehall Industrial Estate which is ideally positioned less than two miles from Junction 1 of the M621 motorway linking Leeds to the M1 and M62.

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**Tenure:** See legal pack

**Local Authority:** Kirklees Council

**Energy Performance Rating (EPC):** Current Rating D

## Residential

19

### 143 Moor End Road, Huddersfield, Lancashire HD4 5HF

**\*GUIDE PRICE**

**£25,000 - £35,000 (plus fees)**

#### A One Bedroomed Under Dwelling

An ideal investment opportunity for someone looking for their first property or for an addition to an existing portfolio. Briefly comprises, Hall, Store, Lounge/Kitchen, Bedroom and Bathroom. Benefits from off road parking and garden to the front. Rarely do such affordable, already modernized properties such as this come available. Please note there may be contents remaining in the property upon completion.

#### Description

**Ground Floor:** Entrance Hall, Store, Lounge/Kitchen, Bedroom, Bathroom

**Outside:** There is a garden and off road parking to the front.

#### Additional Fees

**Administration Charge:** See above

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

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**Tenure:** Freehold

**Local Authority:** Leeds City Council

**Energy Performance Certificate (EPC):** Please refer to the Legal Pack

#### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

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

## Mixed Use

**38-40 Beeston Road, Leeds,  
West Yorkshire, LS11 8RP**

**\*GUIDE PRICE:**

**£120,000 + (plus fees)**

This mixed use property currently comprises two retail units to the ground floor with a three bedroom flat on the floors above. As detailed in the floor plan, the second floor does now have a kitchen and shower room but the vendor has advised that these have been installed by the current tenants. The income currently being generated totals £12,480pa but this could be increased further once the vacant ground floor takeaway has been let. The property is located at the bottom of Beeston Road in South Leeds and is just one mile from the city centre.

#### Description:

**Basement Storage:**

**Ground Floor:** Two shops.

**First Floor:** Living room, bedroom, bathroom and kitchen.

**Second Floor:** Living kitchen, shower room and bedroom.

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## Lupset Hall, Horbury Road, Wakefield, West Yorkshire, WF2 8FA

**\*GUIDE PRICE: £325,000+ (plus fees)**



This impressive Grade II listed property dates back to 1716 and was owned by the Gaskell family from 1806 to 1927. It was used as a golf club up until 2014 and now represents an exciting opportunity with a wealth of alternative uses subject to the necessary consents being obtained. Until last month it had been marketed for £600,000 meaning any interested parties now have a chance to acquire it for almost half the price! The property totals approximately 9,000 sq.ft and sits on a plot of circa 0.28 hectares (0.70 acres). It can be accessed just off Horbury Road driving past the new Thornes Gate housing development and new City of Wakefield golf clubhouse. The property will be sold as seen with all contents, fixtures and fittings included.

### Description:

**Ground Floor Includes:** entrance Hall, hall, breakfast room, games room, shower rooms, changing rooms, former shop unit and store rooms

**First Floor Includes:** 6 bedrooms, kitchen, bathroom and lobby.

**Tenure:** Freehold

**Local Authority:** Wakefield Metropolitan District Council

**Energy Performance Certificate (EPC):** Please refer to the Legal Pack

### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

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



## Residential for improvement

21a

### 44 Hanson Lane, Huddersfield, West Yorkshire HD1 3UW

**\*GUIDE PRICE**

**£40,000 - £50,000 (plus fees)**

#### A Two Bedroomed Back to Back House

Whilst requiring full refurbishment and modernisation throughout this property has the potential to be an ideal Buy to Let investment or would be perfect for the First Time Buyer being situated close to Huddersfield Town Centre, its amenities and transport links. Briefly comprising, Cellar, Lounge/Kitchen Area, Two Bedrooms and a Bathroom. Please note there may be some contents remaining inside and outside of the property upon completion.

#### Description

**Ground Floor:** Lounge/Kitchen Area

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

**Cellar**

**Outside:** There is a garden to the front

#### Additional Fees

**Administration Charge:** See above

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

**Tenure:** See legal pack

**Local Authority:** Kirklees Council

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

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\*Description on Auction Information Page



## Residential for improvement

22

### 32 Carr Manor Parade, Leeds, West Yorkshire, LS17 5AF

**\*GUIDE PRICE:**

**£90,000 - £100,000 (plus fees)**

This ground floor, two bedroom freehold apartment has been well maintained by the current owners and would now benefit from some updating. This opportunity will appeal to renovators looking to improve and sell on or the buy to let landlord hoping to secure a healthy yield. Externally, there is a large garden area, front and rear door access, parking and a garage. The property has good access to both Meanwood and Chapel Allerton town centres and amenities. A similar apartment, on Carr Manor Grove, sold in November 2017 for £124,000 suggesting there may be scope for profit.

#### Description:

**Ground Floor:** Hall, lounge, kitchen, two bedrooms and bathroom

**Externally:** Gardens, parking and garage



**Tenure:** Freehold

**Local Authority:** Leeds City Council

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

#### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

**Search Fees:** £200 inc VAT

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

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\*Description on Auction Information page





**Tenure:** Freehold

**Local Authority:** Bradford Metropolitan District Council

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

#### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

**Buyer's Premium:** £600 inc VAT

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

## Residential

23

### 13 Eagle Street, Keighley, West Yorkshire, BD21 2DA

#### \*GUIDE PRICE:

**£35,000 - £40,000 (plus fees)**

This two bedroom stone terrace will appeal to those looking to add to their buy to let portfolio. The property has accommodation for four floors, including two double bedrooms and also benefits from central heating, uPVC double glazing and light décor throughout. Located in central Keighley, the property has easy access to all the town centre amenities including the Airedale shopping centre and numerous supermarkets.

#### Description:

**Lower Ground Floor:** Dining kitchen.

**Ground Floor:** Lounge.

**First Floor:** Landing, bedroom and bathroom.

**Second Floor:** Bedroom.

**Externally:** Small yard to the side.

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[\\*Description on Auction Information page](#)



**Tenure:** Leasehold

**Local Authority:** Leeds City Council

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

#### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

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

## Residential Investments

23a

### Flat 2, 16 Park Crescent, Leeds, West Yorkshire, LS12 3NL

#### \*GUIDE PRICE:

**£30,000 - £35,000 (plus fees)**

This one bedroom flat within a converted terrace in Armley, will appeal to the buy to let investor. The accommodation comprises modern living kitchen, bedroom and shower room. The property is tenanted generating £4,763 per annum which equates to a gross return of almost 16% based on the lower guide price. It is situated approximately 2.5 miles east of Leeds city centre. Lease details - please refer to the legal pack for further information.

#### Description:

**Ground Floor:** Living kitchen, bedroom and shower room.

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[\\*Description on Auction Information page](#)



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Improvement



Tenanted  
Properties



Residential  
Investment



Development  
Propositions



Building  
Land



Mixed Use  
Properties



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**AUCTION  
HOUSE**



24

## Residential Investments

### 8 Higher Grange Road, Pudsey, Leeds, West Yorkshire LS28 7NJ

**\*GUIDE PRICE:**

**£99,000 + (plus fees)**

This garden fronted two bedroom back to back terrace, in central Pudsey, will appeal to a variety of purchasers. The property is currently let on an AST until August 2019, generating an income of £6,600 per annum. Once vacant, buyers may look to put it back on the market to try and turn a profit. Please note - the current images were taken in 2017.



#### Description:

**Cellars to basement:**

**Ground Floor:** Lounge and kitchen

**First Floor:** Landing, bedroom and bathroom

**Second Floor:** Landing, study and bedroom

**Externally:** Small garden to front and side elevations

**Tenure:** Freehold

**Local Authority:** Leeds City Council

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

#### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

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

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

[\\*Description on Auction Information page](#)



25

## Residential

### Apt 2, 52 Blackmoorfoot Road, Crosland Moor, Huddersfield, West Yorkshire HD4 5BQ

**\*GUIDE PRICE**

**£45,000 + (plus fees)**

#### A Ground Floor Two Bedroomed Apartment

Situated in this popular area with easy access to local shops and amenities as well as Huddersfield Town Centre this property is an excellent opportunity for the First Time Buyer, Downsizer or Buy to Let Investor. Due to an absentee freeholder this property is suitable for cash purchasers only. Briefly comprises, Hall, Lounge/Diner, Two Bedrooms and Bathroom. There is an allocated car parking space.

#### Description

**Ground Floor:** Hall, Lounge/Kitchen, Bedroom One, Bedroom Two, Bathroom

**Outside:** There is an allocated car parking space.



**Tenure:** See legal pack

**Local Authority:** Kirklees Council

**Energy Performance Rating (EPC):** Current Rating C

#### Additional Fees

**Administration Charge:** 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT.

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

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

[\\*Description on Auction Information Page](#)



26

## Residential

100 Rushton Road, Bradford,  
West Yorkshire, BD3 8JJ

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

This spacious five bedroom through terrace has central heating and double glazing but will require some cosmetic improvement prior to being lived in again. The property is located just off Leeds Road in Thornbury with a large range of shops and amenities just a short walk away.

Please note: A 14 day completion applies to this lot.

**Description:**

**Basement:** Storage

**Ground Floor:** Living room, kitchen and store

**First Floor:** Two bedrooms, bathroom and WC

**Second Floor:** Three further bedrooms

**Externally:** Yard to the rear

**Tenure:** Freehold

**Local Authority:** Bradford Metropolitan District Council

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

**Additional Fees**

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

**Buyer's Premium:** £1,140 inc VAT

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

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

\*Description on Auction Information page

26a

Residential for  
improvementFlat 3, 1 Victoria Street, Leeds, West  
Yorkshire, LS3 1BT

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

Auction House are pleased to offer this ground floor four double bedroom, four bathroom apartment within walking distance of Leeds University and Leeds General Infirmary. Each of the rooms has its own ensuite shower room and there is a communal living kitchen. The property would now benefit from some improvement and redecoration. Externally, there are communal gardens and a car park for residents. A similar apartment within the development is currently on the market at an asking price of £220,000! Lease – 99 years from January 2006. Please refer to the legal pack for details regarding ground rent and service charge.

**Description:**

**Ground Floor:** Hall, living kitchen, four bedrooms and four en-suite shower rooms.

**Externally:** Communal gardens and parking area.

**Tenure:** Leasehold

**Local Authority:** Leeds City Council

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

**Additional Fees**

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

**Buyers Premium:** £1,140 inc VAT

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

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\*Description on Auction Information page



**Tenure:** Freehold  
**Local Authority:** Leeds City Council  
**Energy Performance Certificate (EPC):** Current Rating D

#### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

**Search Fees:** £200 inc VAT

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

## Residential for improvement

27

### 17 Abbey Court, Horsforth, Leeds, West Yorkshire, LS18 4SA

#### \*GUIDE PRICE:

**£120,000 + (plus fees)**

Tucked away in a historical part of Horsforth comes this deceptively spacious semi-detached cottage. Currently, the property is part way through being renovated and will therefore appeal to those looking for a manageable and affordable project. The seller advises us that the property was originally converted from the outbuildings of the neighbouring farmhouse. The layout of the accommodation is unique and features a substantial living kitchen, modern bathroom and double bedroom. Due to the favourable layout (see floorplan) buyers may look to extend the property to the first floor to create additional bedrooms subject to the necessary planning consents.

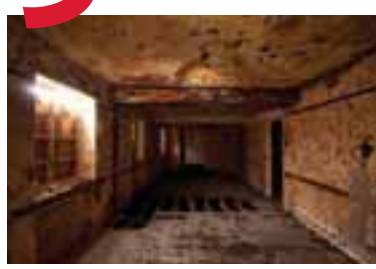
#### Description:

**Ground Floor:** Hall, Living kitchen and bathroom.

**First Floor:** Bedroom.

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\*Description on Auction Information page



**Tenure:** Freehold  
**Local Authority:** Bradford Metropolitan District Council

#### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

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

## Commercial

28

### 14 St Marys Road, Bradford, West Yorkshire, BD8 7LR

#### \*GUIDE PRICE:

**£175,000 - £180,000 (plus fees)**

The former 19th century residential home is now in need of refurbishment but could lend itself to a range of alternative uses including residential, religious, educational or medical subject to the necessary consents being obtained. Although the property has not been internally inspected by Auction House, floorplans provided indicate a gross internal area of 7,694 sq.ft with accommodation over four floors. Planning permission for a change of use to disability community centre was granted in 2015 but never implemented. Further details including floor plans can be found on the Bradford planning portal searching reference 15/05717/FUL. Access gained via a driveway shared with a neighbouring mosque. The property will be sold as seen with all contents, fixtures and fittings included.

#### Description:

**Basement:** Plant room/stores 20sqm (215 sqft)

**Ground Floor:** 330 sqm (3,551 sqft)

**First Floor:** Formerly thirteen bedrooms, two bathrooms and a linen room 330 sqm (3,551 sqft)

**Second Floor:** Staff and storage rooms 35 sqm (377 sqft)

**Externally:** Extensive garden/parking areas

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\*Description on Auction Information page





**Tenure:** Freehold

**Local Authority:** Leeds City Council

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

#### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

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

## Residential for improvement

28a

### 19 Westbourne Place, Leeds, West Yorkshire, LS11 6EJ

**\*GUIDE PRICE:**

**£65,000 + (plus fees)**

This four double bedroom back to back terrace could provide a landlord with a high yield. Although the property does have double glazing and central heating it would now benefit from some cosmetic improvement. The basement currently provides useful storage rooms and could be developed into further accommodation subject to the necessary planning consents. Externally, there is a yard to the front and side. The property is located close to Dewsbury Road amenities and has good transport links to Leeds city centre.

#### Description:

**Lower Ground Floor:** Three store rooms

**Ground Floor:** Hall, lounge and dining kitchen

**First Floor:** Landing, two bedrooms and bathroom

**Second Floor:** Two bedrooms

**Externally:** Yard to the front and side

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

[\\*Description on Auction Information page](#)



**Tenure:** Leasehold

**Local Authority:** Leeds City Council

**Energy Performance Certificate (EPC):** Please refer to Legal Pack

#### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

**Search Fees:** £200 inc VAT

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

## Residential

29

### 52 Lovell Park Grange, Leeds, West Yorkshire, LS7 1DU

**\*GUIDE PRICE:**

**£45,000 - £50,000 (plus fees)**

This well presented 8th floor two bedroom apartment is located approximately 500m from Leeds arena and city centre amenities. It is sure to work for the buy to let landlord or as an Airbnb. The property also benefits from having its own parking pass, under a permit scheme. The apartment has been well maintained by the current owner with light décor throughout, two double bedrooms and stunning views over Leeds. The property is located in the Little London area which has seen a good deal of investment and development in recent months. Lease InformationTerm : 125 years from 12 February 1990.

#### Description:

**8th Floor:** Hall, lounge, dining kitchen, two bedrooms, bathroom and wc

**Externally:** Permit parking

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[\\*Description on Auction Information page](#)



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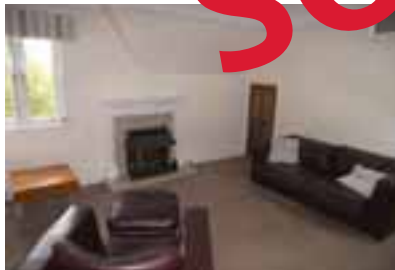


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**[www.aplawyers.co.uk](http://www.aplawyers.co.uk)**



**Tenure:** Leasehold

**Local Authority:** Leeds City Council

**Energy Performance Certificate (EPC):** Please refer to Legal Pack

#### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

**Search Fees:** £200 inc VAT

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

## Residential

30

### Flat 11 St Anns Tower, 214 Kirkstall Lane, Leeds, LS15 5PS

**\*GUIDE PRICE:**  
**£85,000 (plus fees)**

This two bedroom duplex apartment does require some updating but is sure to appeal to the buy to let investor or owner occupier. Housed in a stunning Grade II listed building, the apartment even offers a small study in the tower which is accessed via a separate staircase. Externally the property benefits from landscaped communal gardens and parking. St Anns Tower is located in central Headingley, less than half a mile from the local train station and all the shops, restaurants and bars the area has to offer.

#### Description:

**Ground Floor:** Communal entrance hall.

**First Floor:** Access to flat.

**Second Floor:** Two bedrooms, living room, kitchen and bathroom.

**Third Floor:** Study in the tower room.

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

[\\*Description on Auction Information page](#)



**Tenure:** Freehold

**Local Authority:** Bradford Metropolitan District Council

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

#### Additional Fees

**Administration Charge:** Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £900.00 inc VAT in addition to the deposit

**Buyer's Premium:** £900 inc VAT

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

## Residential for improvement

31

### 79 North Road, Bradford, West Yorkshire, BD6 1RJ

**\*GUIDE PRICE:**  
**£45,000 - £50,000 (plus fees)**

This two bedroom through terrace has central heating and double glazing but is now in need of some refurbishment prior to being sold on or let. At the time of writing it was the cheapest two bedroom property available on Rightmove within a half mile radius. The property is located opposite Wibsey primary school and is just a short walk from the many shops and amenities located on Fair Road.

#### Description:

**Basement:** Storage

**Ground Floor:** Living room and dining kitchen

**First Floor:** Landing, two bedrooms and a bathroom

**Externally:** Off street parking to the front with a lawned garden to the rear

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[\\*Description on Auction Information page](#)

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# ANTI-MONEY LAUNDERING EXPLAINED

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## Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017

New Regulations have now been introduced that require auctioneers and estate agents to undertake more stringent verification of all sellers, all buyers and those that bid for auction properties. Auction House West Yorkshire have set up procedures in accordance with these requirements and would welcome your assistance in ensuring compliance.

Everyone attending our auctions with the intention of bidding must bring with them documentation that (a) proves their identity and (b) their place of residence – these are required for compliance purposes only and we will also comply with the data protection regulations, currently in force and as and when amended. You must allow us to copy this documentation for storage and filing for 5 years.

## The Documentation you must bring with you to the Auction

1. **UK individuals** – we must verify your name and residential address. Therefore, we require two documents. One must be from list A, and the other from list B.
2. **Corporate customers, partnerships, and private companies** must provide: a) The company registration number AND b) Registered address PLUS c) Evidence that individuals have the authority to act on behalf of the company.
3. **UK Trusts, public companies, partnerships, occupational pension schemes, registered charities in England and Wales, local authorities or non-UK individuals** you should contact us well in advance of bidding at the auction or buying to confirm the documentation we require.

### List A – Evidence of Identity (inc Photograph)

- Current valid signed passport
- Current valid signed UK photo-card driving licence
- A valid identity card (HM forces, police warrant card, prison officer, government or local authority issued)
- A firearm or shotgun licence
- An original Birth Certificate (issued within twelve months of the date of birth)

### List B – Evidence of Residence (and your Name)

- An original Inland Revenue tax notification, self-assessment statement or tax demand
- An original household insurance certificate
- An original utility bill less than three months old (not a mobile phone bill)
- An original council tax bill for the current council tax year.
- An original council rent book showing rent paid for the last three months

- An original mortgage statement for the mortgage accounting year just ended
- An original statement for either current bank or building society which must be less than three months old

## Bidding/Buying on behalf of another party

If you are attending the auction on behalf of another, you must have:

- (1) Proof of your own identity and residence and;
- (2) Certified copies of the actual buyer's identity and residence. (Plus a letter confirming the authority to bid).

Certified copies must be original documentation and signed as true certified copies by a UK lawyer, UK banker, authorised financial intermediary such as an independent financial advisor, NCCB regulated mortgage broker, certified accountant, teacher, doctor, a minister of religion, port master or sub-postmaster. NOTE: All of the above must be capable of being contacted by telephone by us prior to you buying and/or on the day of the auction.

## Matching an Identified Buyer with source of funds

We are also required to match the Identity of the Purchaser with the Bank Account from which deposit funds are drawn; if deposit monies are to be paid from an account in another name then that individual will also need to be verified.

## Auction Passport

When you use Auction Passport to view the Legal Pack of a property you are interested in, you will be given the opportunity to upload your Proof of Identity and Proof of Residence which will be stored and made available to Auction House West Yorkshire – this could save you time and trouble on auction day. You will still need to bring to the auction your Evidence of Identity and Evidence of Residence for cross checking purposes.

## Electronic Anti-Money Laundering Checks

Auction House West Yorkshire have also set up a facility with ETSOS to undertake electronic AML checks and will use the service to further verify all successful buyers and those for whom we provide remote bidding services. 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.

## Queries and Contacting Us

If you have any queries relating to these regulations and our requirements you should contact us well in advance of bidding at auction or buying before or after the auction. Please email [info@ahwy.co.uk](mailto:info@ahwy.co.uk)

# NON-ATTENDING BID OR TELEPHONE BID

Please also sign and return the reverse side of this form



## AUTHORISATION FOR BIDDING BY PROXY OR TELEPHONE

Proxy

☐

Telephone

☐

Full Name (s):

Name of Company (if applicable):

Of (address):

Postcode:

Tel:

Mobile:

Email:

I hereby authorise Auction House to bid on my behalf for the property detailed below.

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

## PROPERTY AND BID DETAILS

Lot No.:

Date of Auction:

Property Address:

My maximum bid will be:

£

(amount in words):

## DEPOSIT (tick as applicable)

☐

For A Proxy Bid – I attach a deposit cheque/bank transfer for 10% of my proxy bid or £5,000, whichever is the greater, plus an Administration Charge of 0.6% inc. VAT of the purchase price subject to a minimum of £900.00 including VAT (unless the Lot page states otherwise) plus Buyers Premium if applicable. Cheques made payable to Auction House West Yorkshire Ltd.

OR

☐

For A Telephone Bid – I attach a blank cheque/bank transfer to be completed by the Auctioneer if my bid is successful. The cheque will be made out for 10% of my telephone bid or £5,000, whichever is the greater, plus an Administration Charge of 0.6% inc. VAT of the purchase price subject to a minimum of £900.00 including VAT (unless the Lot page states otherwise) plus Buyers Premium if applicable. Cheques made payable to Auction House West Yorkshire Ltd.

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/Reservation Form on my behalf. I understand 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 if the property is sold by the Traditional Auction Method.

☐

I enclose original photo Identification or certified copy of the same (passport, driving licence) and a utility bill not more than 3 months old.

Signed:

Date:

PLEASE MARK THE ENVELOPE EITHER PROXY OR TELEPHONE BID

PLEASE ALSO SIGN THE REVERSE OF THIS FORM

## 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, bank transfer or personal cheque for 10% of the maximum amount of the bid for each Lot. Please note the minimum deposit for any bid is £5,000 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 Smart Search for the purpose of verifying your identity. To do so Smart Search 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, 1 Feast Field, Horsforth, Leeds LS18 4TJ 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 £5,000) and the balance of the deposit (if any) will be held by the vendors solicitor pending completion. An Administration charge of 0.6% inc VAT of the purchase price, subject to a minimum of £900.00 including VAT should be added to the deposit cheque or a separate cheque should be made payable to Auction House (West Yorkshire) Ltd.
10. In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
11. The Auctioneer will make no charge to a prospective purchaser for this service and will accept no liability whatsoever for any bid not being made on behalf of the prospective purchaser whether through lack of clarity of instructions or for any other reason whatsoever. Prospective telephone purchasers will not hold Auction House liable for any loss or claims relating to the telephone bidding system. The prospective purchaser will be advised if the relevant lot has been successfully purchased on his behalf as soon as possible after the auction. Where the lot has not been purchased the prospective purchaser will be notified by post and the deposit returned as soon as reasonably possible.
12. Once delivered to the Auctioneers, the authority to bid is binding on the bidder on the day on which the particular Lot is auctioned. This is to allow for the possibility of a Vendor agreeing to sell post auction where the bidding has not reached the reserve.
13. The authority can only be withdrawn by notification in writing delivered to Auction House at their office two hours before the start of the auction on the day the relevant Lot is scheduled to be auctioned, or by delivery into the hands of the Auctioneer in the auction room half-an-hour before the start of that day's auction. It is the bidders responsibility to obtain a receipt on a copy of the withdrawal notification signed by one of the Auctioneers and without such a receipt the authority stands, any successful Contract is binding on the bidder.
14. If the bidder, or an agent, actually bids at the auction without having previously withdrawn the authority, the Auctioneer is at liberty to accept such bid in addition to any bid from Auction House staff as empowered under the written authority. Auction House will have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
15. Prospective purchasers are advised in respect of telephone bids should they become disconnected during bidding or are unobtainable, Auction House will not be held responsible or liable for any loss suffered in respect thereof. I hereby confirm that I have read and understood the above terms and conditions to bid by letter.

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

Please sign this page and ensure the form overleaf is completed



# COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

## INTRODUCTION

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

### GLOSSARY

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

### AUCTION CONDUCT CONDITIONS

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

### SALE CONDITIONS

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

### IMPORTANT NOTICE

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

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

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

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

## GLOSSARY

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

Wherever it makes sense:

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

### Actual completion date

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

### Addendum

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

### Agreed completion date

Subject to condition G9.3:

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

### Approved financial institution

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

### Arrears

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

### Arrears schedule

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

### Auction

The auction advertised in the catalogue.

### Auction conduct conditions

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

### Auctioneers

The auctioneers at the auction.

### Business day

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

### Buyer

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

### Catalogue

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

### Completion

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

### Condition

One of the auction conduct conditions or sales conditions.

### Contract

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

### Contract date

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

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

### Documents

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

### Financial charge

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

### General conditions

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

### Interest rate

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

### Lot

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

### Old arrears

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

### Particulars

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

### Practitioner

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

### Price

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

### Ready to complete

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

### Sale conditions

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

### Sale memorandum

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

### Seller

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

### Special conditions

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

### Tenancies

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

### Tenancy schedule

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

### Transfer

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

### TUPE

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

### VAT

Value Added Tax or other tax of a similar nature.

### VAT option

An option to tax.

### We (and us and our)

The auctioneers.

### You (and your)

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

## AUCTION CONDUCT CONDITIONS

### A1 INTRODUCTION

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

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

### A2 OUR ROLE

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

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

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

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

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

### A3 BIDDING AND RESERVE PRICES

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

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

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

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

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

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

### A4 THE PARTICULARS AND OTHER INFORMATION

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

# COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

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

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

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

## A5 THE CONTRACT

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

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

A5.3 **You** must before leaving the **auction**:

- (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**.

G4.3 Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that (and the **transfer** shall so provide):

- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **buyer**; and
- (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.

G4.4 The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.

G4.5 The **seller** does not have to produce, nor may the **buyer** object to or make a requisition in relation to, any prior or superior title even if it is referred to in the **documents**.

G4.6 The **seller** (and, if relevant, the **buyer**) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the **conditions** apply.

### G5. TRANSFER

G5.1 Unless a form of **transfer** is prescribed by the **special conditions**:

- (a) the **buyer** must supply a draft **transfer** to the **seller** at least ten **business days** before the **agreed completion date** and the engrossment (signed as a deed by the **buyer** if **condition** G5.2 applies) five **business days** before that date or (if later) two **business days** after the draft has been approved by the **seller**; and
- (b) the **seller** must approve or revise the draft **transfer** within five **business days** of receiving it from the **buyer**.

G5.2 If the **seller** remains liable in any respect in relation to the **lot** (or a **tenancy**) following **completion** the **buyer** is specifically to covenant in the **transfer** to indemnify the **seller** against that liability.

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

### G6. COMPLETION

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

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

G6.3 Payment is to be made in pounds sterling and only by:

- (a) direct transfer to the **seller's** conveyancer's client account; and
- (b) the release of any deposit held by a stakeholder.

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

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

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

# COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

## 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.

## 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.



# COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

## G18. LANDLORD AND TENANT ACT 1987

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

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

## G19. SALE BY PRACTITIONER

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

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

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

G19.4 The lot is sold:

- (a) in its condition at completion;
  - (b) for such title as the seller may have; and
  - (c) with no title guarantee;
- and the buyer has no right to terminate the contract or any other remedy if information provided about the lot is inaccurate, incomplete or missing.

G19.5 Where relevant:

- (a) the documents must include certified copies of those under which the practitioner is appointed, the document of appointment and the practitioner's acceptance of appointment; and
- (b) the seller may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925.

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

## G20. TUPE

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

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

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

## G21. ENVIRONMENTAL

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

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

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

## G22. SERVICE CHARGE

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

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

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

- (a) service charge expenditure attributable to each tenancy;
- (b) payments on account of service charge received from each tenant;
- (c) any amounts due from a tenant that have not been received;
- (d) any service charge expenditure that is not attributable to any tenancy and is for that reason irrecoverable.

G22.4 In respect of each tenancy, if the service charge account shows that:

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

G22.5 In respect of service charge expenditure that is not attributable to any tenancy the seller must pay the expenditure incurred in respect of the period before actual completion date and the buyer must pay the expenditure incurred in respect of the period after actual completion date. Any necessary monetary adjustment is to be made within five business days of the seller providing the service charge account to the buyer.

G22.6 If the seller holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:

- (a) the seller must pay it (including any interest earned on it) to the buyer on completion; and
- (b) the buyer must covenant with the seller to hold it in accordance with the terms of the tenancies and to indemnify the seller if it does not do so.

## G23. RENT REVIEWS

G23.1 This condition G23 applies where the lot is sold subject to a tenancy under which a rent review due on or before the actual completion date has not been agreed or determined.

G23.2 The seller may continue negotiations or rent review proceedings up to the actual completion date but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the buyer, such consent not to be unreasonably withheld or delayed.

G23.3 Following completion the buyer must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the seller, such consent not to be unreasonably withheld or delayed.

G23.4 The seller must promptly:

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

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

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

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

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

## G24. TENANCY RENEWALS

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

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

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

G24.4 Following completion the buyer must:

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

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

## G25. WARRANTIES

G25.1 Available warranties are listed in the special conditions.

G25.2 Where a warranty is assignable the seller must:

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

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

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

## G26. NO ASSIGNMENT

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

## G27. REGISTRATION AT THE LAND REGISTRY

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

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

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

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

## G28. NOTICES AND OTHER COMMUNICATIONS

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

G28.2 A communication may be relied on if:

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

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

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

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

## G29. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

# TOP AUCTION RESULTS – March 2019

Lot 1 – 19 Gipsy Lane, Leeds,  
LS11 5TP  
Guide: £90,000+



**SOLD £99,000**

Lot 4 – 18 Wolley Drive, Leeds,  
LS12 5DP  
Guide: £110,000+



**SOLD £135,000**

Lot 5 – 17 Middleton Park Circus,  
Leeds, LS10 4LX  
Guide: £125,000+



**SOLD £135,000**

Lot 7 – 10 Woodway Drive, Leeds,  
LS18 4HZ  
Guide: £135,000+



**SOLD £150,500**

Lot 8a – 22 Hall Park Avenue,  
Crofton, Wakefield, WF4 1LT  
Guide: £70,000 – £75,000



**SOLD £87,000**

Lot 11 – 6 Boycott Way,  
South Elmsall, WF9 2TY  
Guide: £57,000+



**SOLD £65,000**

Lot 14 – 253 Longwood Road,  
Huddersfield, HD3 4EL  
Guide: £55,000 – £65,000



**SOLD £57,000**

Lot 15 – Flats A,B,C, 23 Sefton  
Avenue, Leeds, LS11 7BA  
Guide: £75,000 – £85,000



**SOLD £146,500**

Lot 18 – Unit 3, Media House,  
Bradford, BD8 9HQ  
Guide: £225,000+



**SOLD £230,000**

Lot 20 – 4 Church View,  
Pool In Wharfedale, LS11 1LL  
Guide: £90,000 – £100,000



**SOLD £117,000**

Lot 21 – 23 Burlington Terrace, Leeds  
LS11 7DQ  
Guide: £110,000+



**SOLD £127,500**

Lot 23 – Land adj 9 Dale Street,  
Sowerby Bridge, HX6 2QT  
Guide: £125,000 – £150,000



**SOLD £150,000**

Lot 25 – 11 Belgrave Terrace,  
Wakefield, WF1 3SD  
Guide: £150,000+



**SOLD £165,000**

Lot 29 – Royd House, Low Mills,  
Ghyll Royd, Guiseley, LS20 9LU  
Guide: £235,000+



**SOLD £310,000**

Lot 29a – 4 Manor Farm Grove,  
Leeds, LS10 3RJ  
Guide: £60,000+



**SOLD £76,000**

Lot 32 – Flat 1, 16 Park Crescent,  
Leeds, LS12 3NL  
Guide: £25,000 – £30,000



**SOLD £38,000**

Lot 37a – 91 Moorgate Road,  
Leeds, LS25 7ET  
Guide: £110,000 – £120,000



**SOLD £137,000**

Lot 39 – 2 Ash Grove, Stanley,  
Wakefield, WF3 4JY  
Guide: £130,000+



**SOLD £162,000**

Lot 40 – Flat 3, The Old Chapel,  
Liversedge, WF15 7ES  
Guide: £20,000+



**SOLD £36,000**

Lot 41 – 6 Brooklyn Terrace, Leeds,  
LS12 2BX  
Guide: £46,000+



**SOLD £67,000**

# Going once...

## The most suitable properties for auction include:

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

## Auction dates:

**10th July 2019**

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