

AUCTION HOUSE

LINCOLNSHIRE, NORTH
NOTTS & SOUTH YORKS

Tuesday 12th June 2018

6.30pm

Gainsborough Golf Club

Belt Road

Thonock Hill

Gainsborough

DN21 1PZ



AUCTION VENUE

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DN21 1PZ



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**

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MESSAGE FROM THE AUCTIONEERS



GUY LEEDER

AUCTION MANAGER



DANIELLE KINCH

AUCTION COORDINATOR



MARTIN G. THOMSON

AUCTIONEER



A. IAN WILLOWS

AUCTIONEER

Welcome to our June auction!

Following our hugely successful April 2018 auction where we achieved a 91% success rate and the much anticipated Royal Wedding, our June auction offers a range of properties for investment, development or refurbishment from across our area. Some of the highlights include:

- A detached Victorian residence in need of refurbishment
- A trio of HMOs in Woodlands in Doncaster
- A number of local properties which may appeal to the investor and owner occupier alike.

We are continually taking lots for our future auctions and our August sale already has some interesting opportunities!

We are now taking lots for our August Auction, a wide range of property types sell well at auction

There are many different types of property that sell well at Auction, and if you have one that falls into any of these categories you certainly should consider the Auction route.

Properties for Improvement • Tenanted Properties • Residential Investments • Building Land / Development Propositions
Mixed Use Properties • Commercial Investments • Unique Properties • Paddock, Arable and Amenity Land

If it is property or land that is surplus to requirements, the likelihood is that we could find a buyer at Auction. If it has a value, and is worth marketing, it is worth considering a disposal by Auction.

Contact the Auction Team to discuss any aspect of buying / selling property or land at auction

We are now taking entries for our next auction. Please call 01427 616436

AUCTION INFORMATION



Administration Charge Purchasers will be required to pay by cheque, an administration charge of £600.00 (£500.00 + VAT) or the fixed figure as stated in the property details, in addition to the deposit. A VAT receipt will be issued after the auction.



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



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



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 £2,000. Deposits can only be paid by electronic bank transfer, bankers draft, personal cheque, debit card or building society cheque. Cash or credit card payments will not be accepted. Please note, should the cheque have to be represented, a processing charge of £60.00 (£50.00 + VAT) will be charged by deduction from the deposit.



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



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



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



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



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



Pre Auction Sales Offers made on property included in this auction may be accepted by the Vendor prior to the auction. If you are intending to bid at the auction for a specific lot, we recommend that you keep in contact with the Auctioneer's office.

The Auctioneers or Vendors cannot be held responsible for costs incurred in respect of any lot which is withdrawn or sold prior to auction.



Post Auction Sales If a property you are interested in is not sold during the auction please speak to the Auctioneer and make an offer at, above or below the Guide. Your offer will be put forward to the Vendor and if accepted, you will be able to proceed with your purchase under auction rules.



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



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



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



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



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



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



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

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

ORDER OF SALE

Tuesday 12th June 2018 6.30pm

Gainsborough Golf Club, Thonock Hill, Gainsborough DN21 1PZ

LOT	ADDRESS	*GUIDE PRICE	LOT TYPE
1	1 Cromford Street, Gainsborough, Lincolnshire	£15,000+	Residential for Improvement
2	60 Lea Road, Gainsborough, Lincolnshire	£45,000 - £49,000	Residential
3	39 Forster Street, Gainsborough, Lincolnshire	£65,000 - £80,000	Residential for Improvement
4	148 The Crescent, Woodlands, Doncaster, South Yorkshire	Circa £75,000	Residential Investment
5	136 The Crescent, Woodlands, Doncaster, South Yorkshire	Circa £75,000	Residential Investment
6	28 The Crescent, Woodlands, Doncaster, South Yorkshire	Circa £70,000	Residential Investment
7	71 Welbeck Street, Creswell, Worksop, Nottinghamshire	£35,000+	Residential for Improvement
8	56 Cranmer Road, Newark, Nottinghamshire	£80,000 - £85,000	Residential for Improvement
9	The Old Chapel, Stockwith Road, Walkerith, Gainsborough, Lincolnshire	£15,000+	Amenity
10	24 York Road, Dunscroft, Doncaster, South Yorkshire	£50,000 - £55,000	Residential for Improvement
11	32 Fairway, Waltham, Grimsby, Lincolnshire	£95,000+	Residential Investment
12	93 Morton Terrace, Gainsborough, Lincolnshire	£70,000 - £90,000	Residential for Improvement
12a	The Thorns, 61 Grovewood Road, Misterton, Doncaster, South Yorkshire	£300,000 - £350,000	Residential for Improvement

***Description on Auction Information page**

Residential for improvement

1

1 Cromford Street, Gainsborough, Lincolnshire DN21 2QL

*GUIDE PRICE: **£15,000+** (plus fees)



Situation:

The property is situated on Cromford Street, Gainsborough one of only five properties on the Street. Gainsborough town centre offers a wealth of amenities and facilities including Marshalls Yard Retail Complex and good access to surrounding towns and major rail and road networks.

Description:

A traditionally constructed semi-detached house offered for sale in need of a complete scheme of renovation and improvement works throughout. The property does benefit from three bedrooms, sitting room, dining room, kitchen and bathroom as well as upvc double glazing throughout. An internal inspection is essential to appreciate the scope that this property offers.

Entrance Porch

Upvc Front Entrance Door, further door to:

Entrance Hallway

Stairs rising to First Floor Landing.

Dining Room 3.35m x 3.56m (11'0 x 11'8) max

Upvc double glazed window to the rear elevation, opaque glass sliding doors to:

Sitting Room 3.33m x 3.66m (10'11 x 12'0)

Upvc double glazed windows to the front elevation, wall mounted gas fire.

Kitchen 3.33m x 2.41m (10'11 x 7'11)

With upvc window to the side elevation, fully tiled walls, range of fitted wall and floor units, complimentary rolled edged work surfaces and stainless steel sink and drainer unit, space for gas cooker, plumbing for washing machine. Upvc double glazed door to the rear garden.

Tenure: Freehold

Local Authority: West Lindsey District Council

Solicitors: Burton & Dyson, 22 Market Place, Gainsborough, DN21 2BZ. Tel: 01427 610761. Ref: Miss C Brown.

Energy Performance Certificate (EPC): Current Rating F

Possession: Vacant possession will be given on completion.

Viewing: Strictly by appointment with Auction House.

Bathroom

Low level flush w.c. pedestal wash hand basin, panelled bath. Cupboard housing hot water cylinder.

Understairs storage cupboard.

First Floor Landing: Doors to:

Bedroom 4.47m x 3.66m (14'8 x 12'0)

Upvc double glazed window to the front elevation, wall mounted gas fire.

Bedroom 3.61m x 2.67m (11'10 x 8'9)

Upvc double glazed window to the rear elevation, wall mounted gas fire.

Bedroom 2.46m x 3.35m (8'1 x 11'0) max

Upvc double glazed window to the side elevation.

Externally

To the front of the property is a small buffer garden to the rear is enclosed garden area with raised beds. Brick built outbuildings.

Additional Fees

Administration Charge: £600 inc VAT payable on exchange of contracts.

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

60 Lea Road, Gainsborough, Lincolnshire DN21 1AD

*GUIDE PRICE: £45,000 - £49,000 (plus fees)

**Situation**

We are pleased to offer this end of terrace 2 bedroom house in a sought after location of Gainsborough, close to the town centre and railway station.

Description:

End of terrace property with accommodation comprising: Lounge through Dining Room, Kitchen, to the ground floor with 2 bedrooms and bathroom to the first floor, there is a further attic room on the second floor. The property benefits from gas central heating and uPVC double glazing with a rear yard.

Hallway

uPVC Entrance Door. Under-stairs storage, radiator, Door to:

Lounge Through Dining Room:

3.39m x 8.42m (11'1 x 27'8)

uPVC window to the front and rear, 2 x radiator, brick fireplace.

Kitchen: 5.36m x 1.81m (17'7 x 5'11)

uPVC window to the side, door to the yard. Fitted kitchen base, wall and drawer units, stainless steel sink and drainer, provision for cooker and fridge/freezer. Provision for washing machine.

Stairs to First Floor**Landing Area****Bedroom 1:** 4.42m x 3.92m (14'6 x 12'10)

uPVC double glazed window to the front radiator, fitted wardrobes.

Bedroom 2: 4.14m x 4.30m (13'7 x 14'1)

uPVC double glazed window to the rear, radiator.

Tenure: Freehold

Local Authority: West Lindsey District Council

Solicitors: HSR Law, Ship Court, Silver Street, Gainsborough, DN21 2DN. Tel: 01427 613831. Ref: Ryan Morgan.

Energy Performance Certificate (EPC): Current Rating E

Possession: Vacant possession will be given on completion.

Viewing: Strictly by appointment with Auction House.

Bathroom: 3.84m x 1.80m (12'7 x 5'11)

uPVC double glazed window to the side, radiator, w.c, pedestal wash hand basin, bath.

Attic Room: 4.01m x 4.12m (13'2 x 13'6)

Skylight window.

Externally: To the front a buffer garden with a yard to the rear.

Additional Fees

Administration Charge: £600 inc VAT payable on exchange of contracts.

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

Residential for improvement

3

39 Forster Street, Gainsborough, Lincolnshire DN21 2LL

*GUIDE PRICE: £65,000 - £80,000 (plus fees)



Situation:

The property is situated on the corner of Forster Street and Acland Street in an established residential area of the town within a few minutes walk of the principal schools, leisure facilities, Market Place and the prestigious Marshalls Yard Retail, Leisure and Commercial complex.

Description:

A semi detached corner property having the benefit of gas fired central heating and uPVC double glazing. There is also off street parking and a single garage.

Ground Floor: Corner Shop (Formerly Hairdressers) 3.63m x 3.63m (11'11 x 11'11) plus square bay window onto Forster Street. Subject to change of use this room can be incorporated into the main building as residential accommodation.

Entrance Porch (From Forster Street)

Entrance Hall

Radiator

Living Room 3.81m x 3.69m (12'6 x 12'1)

uPVC double glazed window, brick built fireplace with living coal effect gas fire, radiator.

Dining Room 2.55m x 3.92m (8'4 x 12'10)

uPVC double glazed window, laminate floor, radiator. Under stairs cupboard. Archway to:

Kitchen 3.10m x 2.39m (10'2 x 7'10)

Laminate floor, range of built in drawer and cupboard units under rolled edged work surfaces, tiled splash-backs, inset stainless steel sink unit, inset

Tenure: Freehold

Local Authority: West Lindsey District Council

Solicitors: Bell Wright & Co, 7 Lord Street, Gainsborough, DN21 2DF. Tel: 01427 611722. Ref: Peter Wright.

Energy Performance Certificate (EPC): Current Rating E

Possession: Vacant possession will be given on completion.

Viewing: Strictly by appointment with Auction House.

stainless steel electric hob unit with oven under, eye level cupboards, Alpha gas fired boiler for central heating and domestic hot water, uPVC double glazed window, radiator. Door to side yard and Acland Street.

Staircase to First Floor Galleried Landing:

Front Bedroom 4.65m x 3.67m (15'3 x 12')

uPVC double glazed window, clothes closet, radiator.

Bedroom 2.93m x 3.83m (9'7 x 12'7)

uPVC double glazed window, radiator.

Boxroom/Bedroom 2.61m x 1.64m (8'7 x 5'5)

plus entrance area, uPVC double glazed window, radiator.

Part Tiled Bathroom 1.65m x 2.72m (5'5 x 8'11)

Panelled bath with mixer shower tap, pedestal wash basin, low flush w.c., uPVC double glazed window, laminate floor, radiator.

Externally

Corner off street parking, w.c. and fuel store. Semi detached brick and tile Garage with up and over door. Access to Acland Street.

Partner Agent:



Additional Fees

Administration Charge: £600 inc VAT payable on exchange of contracts.

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



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148 The Crescent, Woodlands, Doncaster, South Yorkshire DN6 7NL

*GUIDE PRICE: **Circa £75,000** (plus fees)**Situation:**

The property is situated on The Crescent, Woodlands, a popular residential area in this South Yorkshire village. Woodlands itself offers a wide range of facilities and amenities, as well as having the advantage of being in close proximity to the A1, along with Doncaster itself.

Description:

A traditionally constructed mid terrace house, currently operating as a HMO. At the time of inspection, all 5 of the bedrooms were let at £65 per week, generating £16,900 per annum offering an approximate gross yield of 22.5%. The property offers accommodation arranged over 2 floors, and comprises entrance hall, shared kitchen, utility room/wc, 2 ground floor bedrooms, 3 first floor bedrooms, bathroom.

Entrance Hallway

Bedroom 1: 3.28m x 3.78m (10'9 x 12'5)

Upvc window to the front elevation, radiator.

Bedroom 2: 2.57m x 4.57m (8'5 x 15'0)

Upvc window to the front elevation, radiator.

Kitchen: 2.69m x 2.24m (8'10 x 7'4)

Tiled floor, range of fitted units wall and floor, including four ring gas hob, electric oven with extractor over, one and a half bowl sink and drainer unit, wall mounted gas boiler, upvc double glazed window to the rear elevation. Doorway into:

Utility Room: 4.09m x 1.63m max (13'5 x 5'4 max)

Plumbing for washing machine, space for fridge/freezer. Range of fitted work tops. Upvc double glazed door to access the rear yard.

W.C.: Low level flush w.c.

Bedroom 3: 4.14m x 2.72m (13'7 X 8'11)

Upvc double glazed window to the rear elevation, radiator.

Bedroom 4: 3.63m 5.79m (11'11 x 19'0)

Upvc double glazed window to the front elevation, radiator.

Bedroom 5: .59m x 2.95m (8'6 x 9'8)

Upvc double glazed window to the front elevation, radiator.

Bathroom: With low level flush w.c., pedestal wash hand basin, panelled bath with tiled surround, corner framed shower unit with electric shower over, upvc double glazed window to rear elevation, heated towel rail.

Tenure: Freehold

Local Authority: Doncaster Metropolitan Borough Council

Solicitors: Grainger Appleyard, 26- 27 Hall Gate, Doncaster, DN1 3NL. Tel: 01302 327257. Ref: Ms E Tomlinson.

Energy Performance Certificate (EPC): Current Rating E

Possession: Subject to existing tenancy agreements.

Viewing: Strictly by appointment with Auction House.

Additional Fees

Buyer's Premium: £600 inc VAT payable on exchange of contracts.

Administration Charge: £600 inc VAT payable on exchange of contracts.

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

136 The Crescent, Woodlands, Doncaster, South Yorkshire DN6 7NL

*GUIDE PRICE: **Circa £75,000** (plus fees)**Situation:**

The property is situated on The Crescent, Woodlands, a popular residential area in this South Yorkshire village. Woodlands itself offers a wide range of facilities and amenities, as well as having the advantage of being in close proximity to the A1, along with Doncaster itself.

Description:

A traditionally constructed end terrace house, currently operating as a HMO. At the time of inspection, 3 of the 5 bedrooms are let at £65 per week, generating £10,140 per annum, with potential once fully occupied to reach £16,900. Current approximate gross yield 13.5%, with potential to reach 22.5% at full occupation. The property offers accommodation arranged over 2 floors, and comprises entrance hall, shared kitchen, utility room/wc, 2 ground floor bedrooms, 3 first floor bedrooms, bathroom.

Entrance Hallway

Bedroom 1: 2.79m x 4.62m (9'2 x 15'2)

Upvc double glazed window to the front elevation, radiator.

Bedroom 2: 3.18m x 3.78m max (10'5 x 12'5 max)

Upvc double glazed window to the front elevation, radiator.

Kitchen: 2.72m x 2.24m (8'11 X 7'4)

Range of fitted wall and floor units, complimentary work surfaces with one and a half bowl stainless steel sink and drainer unit, four ring electric hob with electric oven under, extractor over, radiator, upvc double glazed window to the rear elevation, upvc double glazed door to rear yard. Further door to understairs storage area.

From The Entrance Hallway Door To:

Utility/W.C.: With low level flush w.c., pedestal wash hand basin, radiator, plumbing for washing machine and wall mounted gas boiler, upvc double glazed window to the rear elevation.

Stairs To First Floor Landing:

Bedroom 3: 4.06m x 2.74m (13'4 x 9'0)

Upvc double glazed window to the rear elevation, radiator.

Bedroom 4: 3.63m x 2.72m (11'11 x 8'11)

Upvc double glazed window to the front elevation, radiator.

Bathroom: Low level flush w.c., pedestal wash hand basin, bath with electric shower over.

Bedroom 5: 2.82m x 3.33m (9'3 x 10'11)

Upvc double glazed window to the front elevation, radiator.

Tenure: Freehold

Local Authority: Doncaster Metropolitan Borough Council

Solicitors: Grainger Appleyard, 26- 27 Hall Gate, Doncaster, DN1 3NL. Tel: 01302 327257. Ref: Ms E Tomlinson.

Energy Performance Certificate (EPC): Current Rating D

Possession: Subject to existing tenancy agreements.

Viewing: Strictly by appointment with Auction House.

Additional Fees

Buyer's Premium: £600 inc VAT payable on exchange of contracts.

Administration Charge: £600 inc VAT payable on exchange of contracts.

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

28 The Crescent, Woodlands, Doncaster, South Yorkshire DN6 7RP

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

The property is situated on The Crescent, Woodlands, a popular residential area in this South Yorkshire village. Woodlands itself offers a wide range of facilities and amenities, as well as having the advantage of being in close proximity to the A1, along with Doncaster itself.

Description:

A traditionally constructed end terrace house, currently operating as a HMO. At the time of inspection, 2 of the 4 bedrooms are let at £65 per week, generating £6,760 per annum, with potential once fully occupied to reach £13,520. Current approximate gross yield of 9.6%, with potential to reach 19.3% at full occupation. The property offers accommodation arranged over 2 floors, and comprises entrance hall, shared kitchen, utility room/wc, lounge, 1 ground floor bedroom, 3 first floor bedrooms, bathroom.

Entrance Hallway

Kitchen: With range of fitted floor and wall units, complimentary rolled edged work surfaces, space for electric cooker, one and a half bowl sink and drainer unit, upvc double glazed window to the rear elevation, radiator. Understairs storage cupboard.

Tenure: Freehold

Local Authority: Doncaster Metropolitan Borough Council

Solicitors: Grainger Appleyard, 26-27 Hall Gate, Doncaster, DN1 3NL. Tel: 01302 327257. Ref: Ms E Tomlinson.

Energy Performance Certificate (EPC): Current Rating E

Possession: Subject to existing tenancy agreements.

Viewing: Strictly by appointment with Auction House.

Entrance Lobby: With side upvc Entrance Door.

W.C.: Low level flush w.c., upvc double glazed window to the rear elevation,
Bedroom 1: 3.30m x 3.73m (10'10 x 12'3) Upvc double glazed window to the front elevation, radiator.

Shared Lounge: 3.45m x 4.06m (11'4 x 13'4 max) Upvc double glazed window to the rear elevation, radiator.

First Floor Landing

Bedroom 2: 3.15m x 3.53m (10'4 x 11'7) Upvc double glazed window to the rear elevation, radiator.

Bathroom: Low level flush w.c., pedestal wash hand basin, panelled bath with electric shower over, upvc double glazed window to the rear elevation.

Bedroom 3: 3.30m x 2.90m (10'10 x 9'6) Upvc double glazed window to the front elevation, radiator.

Bedroom 4: 4.24m x 2.92m (13'11 x 9'7) Two upvc windows to the front elevation, radiator.

Additional Fees

Buyer's Premium: £600 inc VAT payable on exchange of contracts.

Administration Charge: £600 inc VAT payable on exchange of contracts.

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

Residential for improvement

7

71 Welbeck Street, Creswell, Worksop, Nottinghamshire S80 4AY

*GUIDE PRICE: **£35,000+** (plus fees)



Situation

The property is situated on Welbeck Street, Creswell a popular area amongst other properties of a similar style. Creswell itself offers many amenities and facilities such as coffee shops, pubs, schools along with the Creswell Craggs popular tourist attraction. Creswell itself is within easy commuting distance of Chesterfield, Worksop and Mansfield.

Description

A traditionally constructed mid terrace house, benefitting from upvc double glazing throughout and being in reasonable cosmetic order. The property would appeal to both first time buyer, owner occupiers and investors alike and the accommodation comprises: Sitting Room, Dining Kitchen, Bathroom, 2 Bedrooms and garden. An internal viewing is recommended to appreciate the condition of this property.

Sitting Room: 3.63m x 3.78m max (11'11 x 12'5 max)

Upvc double-glazed front entrance door, upvc double glazed window to the front elevation, radiator, fireplace, timber door to:

Open plan Dining Kitchen: 3.78m x 4.95m max (12'5 max x 16'3 max)

With upvc double glazed windows to side and rear elevation, radiator, partly tiled floor, range of fitted wall and floor units with complimentary rolled edged work surfaces, stainless steel sink and drainer unit, four ring gas hob with electric oven under and extractor over, tiled splash back, upvc double glazed door to the rear garden.

Bathroom

Timber door, upvc double-glazed opaque glass windows to the side and rear elevations fully tiled floor and walls. Heated towel rail and suite comprising: low level flush w.c., pedestal wash hand basin and panelled bath.

From the Kitchen Diner stairs rising to:

Tenure: Freehold

Local Authority: Bolsover District Council

Solicitors: Wilson's Solicitors, 20 The Grove, Ilkley, LS29 9EG. Tel: 01943 602998.

Energy Performance Certificate (EPC): Current Rating D

Viewing: Strictly by appointment with Auction House.

First Floor Landing: With doors to:

Bedroom 1: 3.66m x 3.78m (12'0 x 12'5) max

Upvc double glazed window to front elevation, radiator.

Bedroom 2: 2.87m x 3.05m (9'5 x 10'0)

Upvc double glazed window to rear elevation, radiator, built in storage cupboard.

Externally

To the front of the property is a small buffer garden currently block paved, to the rear of the property a small yard beyond which is a further area of garden currently hard standing providing parking for two vehicles.

Additional Fees

Buyer's Premium: £750 inc VAT payable on exchange of contracts.

Administration Charge: £600 inc VAT payable on exchange of contracts.

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

Residential for improvement

56 Cranmer Road, Newark, Nottinghamshire NG24 4ET

*GUIDE PRICE: **£80,000 - £85,000** (plus fees)



Situation

The property is situated on Cranmer Road, Newark a popular residential area to the South of the town centre and amongst other properties of a similar style. Newark itself is a historic Nottinghamshire market town with a wealth of popular facilities and amenities such as wine bars and eateries along with excellent road links via the A1 and the main railway station being on a direct line to London Kings Cross.

Description

A traditionally constructed three bedroom mid terrace property offered for sale with the benefit of gas fired central heating system and upvc double glazing, requiring a scheme of cosmetic improvements throughout. The property does benefit from parking, good sized Lounge and Kitchen Diner, two double Bedrooms and a further single and also a well-proportioned garden to the rear. An internal viewing is a must to appreciate the potential this property offers to both owner occupiers and the investment market.

Entrance Hallway

Upvc double glazed Entrance Door. Timber and glazed door to:

Lounge 3.33m x 6.10m (10'11 x 20'0)

Upvc double glazed window to the front elevation, upvc sliding door to rear garden, radiator.

Dining Kitchen 6.22m x 3.51m (20'5 x 11'6)

Timber and glazed door, upvc front entrance door and upvc rear entrance door leading into the rear garden. Tiled floor, radiator, range of fitted floor level units with complimentary rolled edged work surfaces, stainless steel sink and drainer unit, 5 ring gas hob with extractor over and oven under, understairs storage cupboard.

From The Entrance Hallway Stairs Rising To First Floor Landing

Airing cupboard housing the gas combination boiler.

Tenure: Freehold

Local Authority: Newark and Sherwood District Council

Solicitors: Wilson's Solicitors, 20 The Grove, Ilkley, LS29 9EG. Tel: 01943 602998.

Energy Performance Certificate (EPC): Current Rating C

Possession: Vacant possession will be given on completion.

Viewing: Strictly by appointment with Auction House.

Bedroom 1: 3.35m x 3.51 (11'0 x 11'6)

Upvc double glazed window to the front elevation, radiator, walk in wardrobe.

Bedroom 2: 2.54m x 3.86m (8'4 x 12'8)

Upvc double glazed window to the front elevation, radiator, walk in wardrobe.

Bedroom 3: 2.41m x 2.44m (7'11 x 8'0)

Upvc double glazed window to the rear elevation, radiator.

Family Shower Room

Upvc double glazed window to the rear elevation, basin set in vanity unit, corner fitted shower cubicle with electric shower over and tiled splash.

Separate W.C.

Low level flush w.c., upvc double glazed window to the rear elevation.

Externally

To the front of the property is a block paved driveway providing parking for several vehicles and to the rear of the property is an enclosed garden with patio seating area, hard standing for hot tub, raised fish pond along with lawned area with planted borders and further seating area with hard standing for a shed.

Additional Fees

Buyer's Premium: £900 inc VAT payable on exchange of contracts.

Administration Charge: £600 inc VAT payable on exchange of contracts.

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

The Old Chapel, Stockwith Road, Walkerith, Gainsborough, DN21 3DF

*GUIDE PRICE: **£15,000+** (plus fees)



Situation

The Old Chapel is situated on Stockwith Road, Walkerith a small rural Lincolnshire hamlet to the North of Gainsborough. Gainsborough itself offers a wealth of facilities and amenities such as Marshall Yard Retail Complex, various cafes and coffee shops and leisure facilities. The town also offers good access to the major road and rail networks.

Description

A traditionally constructed brick and tile former Chapel currently used as a storage facility and provides a unique opportunity to own a piece of Lincolnshire history for a range of personal uses. The property will interest any keen historians and or those looking for amenity space for hobbies or storage.

Main Chapel Room: 5.46m x 4.39m (17'11 x 14'5)

Timber Entrance door, timber glazed sash window to rear elevation, beamed ceiling.

Externally

Small paved and walled Entrance way.

Tenure: Freehold

Local Authority: West Lindsey District Council

Solicitors: Burton & Dyson, 22 Market Place, Gainsborough, DN21 2BZ. Tel: 01427 610761. Ref: Ms C Brown.

Possession: Vacant possession will be given on completion.

Viewing: Strictly by appointment with Auction House.

Additional Fees

Administration Charge: £600 inc VAT payable on exchange of contracts.

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

24 York Road, Dunscroft, Doncaster, South Yorkshire DN7 4LY

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



Situation

The property is situated on York Road, Dunscroft, a popular residential area amongst other properties of similar style. Dunscroft itself offers a range of amenities and facilities along with good access to Doncaster and the major road and rail networks.

Description

A traditionally constructed three bedroom end of terrace house offered for sale in good order throughout however would benefit from some cosmetic up dating. The property comprises: Sitting Room, Dining/Kitchen, three bedrooms and Wet Room as well as front garden with parking and enclosed rear garden.

Entrance Hall

Radiator, Door leading to:

Sitting Room 4.39m x 3.63m (14'5 x 11'11)

Upvc double glazed window to the front elevation, radiator, gas effect fire with tiled hearth and surround and timber mantle.

Dining/Kitchen 3.07m x 5.77m (10'1 x 18'11)

Upvc double glazed windows to rear elevation, radiator, range of fitted wall and floor units with complimentary rolled edged work surfaces, stainless steel sink and drainer unit, space for washing machine, tumble dryer and gas cooker, understairs storage cupboard, upvc side Entrance Door to covered store area with Door opening to the rear garden and further door to coal shed.

From The Entrance Hallway Stairs Rising To The First Floor Landing

Upvc double glazed window to the side elevation.

Bedroom 3.40m x 2.74m (11'2 x 9'0)

Upvc double glazed window to the rear elevation, radiator, fitted storage

cupboard.

Bedroom 3.18m x 3.63m (10'5 x 11'1)

Upvc double glazed window to the front elevation, radiator, fitted storage cupboard.

Bedroom 2.54m x 2.59m (8'4 x 8'6)

Upvc double glazed window to the front elevation, radiator.

Externally

To the front of the property is an enclosed garden with driveway, parking for at least one vehicle, to the rear of the property is an enclosed rear garden predominantly laid to lawn with hard standing for sheds.

We are informed that the solar panells are leased.

Tenure: Freehold

Local Authority: Doncaster Metropolitan Borough Council

Solicitors: Wilson's Solicitors, 20 The Grove, Ilkley, LS29 9EG. Tel: 01943 602998.

Energy Performance Certificate (EPC): Current Rating C

Possession: Vacant possession will be given on completion.

Viewing: Strictly by appointment with Auction House.

Additional Fees

Buyer's Premium: £900 inc VAT payable on exchange of contracts.

Administration Charge: £600 inc VAT payable on exchange of contracts.

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

32 Fairway, Waltham, Grimsby, Lincolnshire DN37 0LU

*GUIDE PRICE: **£95,000+** (plus fees)



Situation

The property is situated on Fairway, Waltham, a pleasant popular and sought after Village to the South of Grimsby. Waltham boasts a good array of amenities and facilities such as pubs, convenience shops, dry cleaners and eateries and is within very easy access of Grimsby itself. Grimsby offers a wide range of both recreational and occupational opportunities as such large towns benefit from. There is also access to Cleethorpes and the sea front and of course Humberside Airport.

Description

A traditionally constructed semidetached house offered for sale with the benefit of being in reasonable order throughout and will seriously appeal to first time buyers and investors alike. The property occupies a good-sized plot with ample parking and side access to a Garage, pleasant enclosed rear garden with raised seating terrace and main accommodation comprising: Sitting Room, Dining/Kitchen, Cloakroom, 2 double Bedrooms and family Bathroom.

Sitting Room 5.31m max x 3.78m (17'5 max x 12'5)

Upvc front entrance door, wooden effect laminate flooring, coved cornice to ceiling, upvc windows to front elevation, 2 x radiators, access to under stairs storage area. Living flame effect gas fire with ornate surround, marble effect hearth and timber mantle. Timber and glazed door to:

Dining Kitchen 2.57m x 5.36m (8'5 x 17'7) max

Upvc double glazed window to the rear elevation, upvc double glazed double doors opening to the rear garden, storage cupboard with gas combination boiler, radiator, fully tiled floor, range of fitted floor and eye level units with complimentary rolled edged work surfaces forming a breakfast bar, inset stainless steel circular sink and drainer unit with stainless steel mixer tap, tiled splash, space and plumbing for washing machine, tumble dryer, fridge/freezer and range style gas cooker with extractor over, inset spot lights to ceiling. Timber and glazed inner door to:

Tenure: Freehold

Local Authority: North East Lincolnshire Council

Solicitors: Walker Morris - LBG, 12 King Street, Leeds, LS1 2HL. Tel: 01132 2832505. Ref: Alyx Dawid.

Energy Performance Certificate (EPC): Current Rating D

Viewing: Strictly by appointment with Auction House.

Side Entrance Porch: With further upvc double glazed door to side entrance. Timber door to:

Cloakroom

Low-level flush w.c., wash hand basin, radiator, fully tiled floor and walls, upvc double glazed opaque glass window to the side elevation.

From The Main Sitting Room Stairs Rising To The First Floor Landing

Upvc double glazed window to the side elevation. Doors to:

Bedroom 1: 4.24m max x 2.90m (13'11 max x 9'6)

Upvc double glazed window to the front elevation, radiator, timber door to storage cupboard/airing cupboard with radiator.

Bedroom 2: 3.30m max x 3.61m (10'10 max x 11'10)

With upvc double glazed window to the rear elevation, radiator, wooden effect laminate flooring.

Family Bathroom

With upvc opaque glass window to the side elevation, radiator, wooden effect laminate flooring, wash hand basin in vanity unit, corner Jacuzzi style bath with shower fitment, partially tiled walls, inset spot lights to ceiling.

Externally: To the front of the property accessed via double wrought iron gates is a gravelled driveway leading up the side of the property to a carport providing parking for several vehicles. Furthermore to the front of the property is a block paved parking area with raised further gravelled seating area and to the rear of the property which is predominantly patio with raised planted borders, along with a brick built single Garage with seating /garden terrace above and stairs leading to a further raised area of garden.

Additional Fees

Buyer's Premium: £1140 inc VAT payable on exchange of contracts.

Administration Charge: £600 inc VAT payable on exchange of contracts.

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

93 Morton Terrace, Gainsborough, Lincolnshire DN21 2RH

*GUIDE PRICE: **£70,000 - £90,000** (plus fees)



Situation

The property is situated on Morton Terrace, Gainsborough a popular residential area of the town a short walk from the reputable Grammar School as well as both Nursery and Primary Schools. The town centre and Marshalls Yard retail complex are also within walking distance. Gainsborough itself offers a wealth of facilities and amenities as well as good access to surrounding towns and the City of Lincoln, along with having good road and rail access.

Description

A traditionally constructed semi detached house requiring a scheme of modernisation and improvement works throughout, however benefitting from a good plot in a popular area of the town. The property benefits from gas fired central heating system and double glazing as well as accommodation comprising: open plan Sitting/Dining Room with feature central fire place, Kitchen, Bathroom and two Bedrooms. The Agent recommends an internal inspection to appreciate the scope and potential that this property offers to both owner occupier and investor alike.

Front Entrance Porch

With leaded light front Entrance Door, upvc double glazed windows to the side elevation, gas fired central heating boiler.

Open Plan Sitting/Dining Room

6.86m x 4.29m (22'6" x 14'1") max

Upvc double glazed windows to the front and side elevations, radiators, feature central chimneybreast with multi fuel burner.

Kitchen 3.45m x 2.77m (11'4" x 9'1") max

Range of fitted floor and eye level units with tiled work surface, inset circular stainless steel sink and drainer unit, four ring gas hob, oven, space for fridge, feature beams to ceiling, plumbing for washing machine, upvc double glazed window to the rear elevation.

Tenure: Freehold

Local Authority: West Lindsey District Council

Solicitors: HSR Law, Ship Court, Silver Street, Gainsborough, DN21 2DN. Tel: 01427 613831. Ref: Helen Marshall.

Energy Performance Certificate (EPC): Current Rating F

Possession: Vacant possession will be given on completion.

Viewing: Strictly by appointment with Auction House.

Rear Entrance Lobby

With upvc double glazed door to the garden, radiator.

Bathroom

Upvc double glazed window and suite comprising: panelled bath, pedestal wash hand basin, w.c., tiled shower cubicle with fitted shower.

From the Sitting/Dining Room Stairs Rising to First Floor Landing:

Bedroom 4.27m x 3.02m (14'0" x 9'11")

Upvc double glazed window to the front elevation, radiator, range of fitted cupboards and hot water tank.

Bedroom 4.29m x 2.77m (14'1" x 9'1")

With upvc double glazed window to the front elevation, radiator, range of built in wardrobes with sliding doors.

Bedroom 3.43m x 1.47m (11'3" x 4'10") average measurement

Window to the rear elevation, built in cupboard over the bulkhead and sloping ceiling.

Externally

To the front of the property is an enclosed garden area with driveway leading down the side of the property to the rear garden. The rear garden is enclosed with raised patio seating area, single Garage and hardstanding for a shed.

Additional Fees

Administration Charge: £600 inc VAT payable on exchange of contracts.

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

The Thorns, 61 Grovewood Road, Misterton, South Yorkshire DN10 4EH

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



Situation

The Thorns is situated on Grovewood Road, Misterton, occupying a wonderful plot extending to approximately half an acre and standing in a South facing position. Misterton itself offers a wealth of facilities and amenities such as a Butchers, Co-op and various eateries, yet retaining the feel of Village life. Doncaster, Gainsborough and Retford are all easily accessible along with various links to major road and rail networks.

Description

A unique and wonderful opportunity to purchase this detached residence offering endless scope and potential for the purchaser with the right vision. This Victorian residence retains many beautiful features such as, coved cornice, tiling, leaded light windows and parquet flooring. The property comprises: Entrance Hall, Sitting Room, Dining Room, Living Kitchen, Games Room with Music Area, Cellar, 5 Bedrooms and family Bathroom. The property also benefits from a plot of approximately half an acre with former Coach House and the Agent strongly recommends internal inspection to appreciate the potential on offer.

Entrance Hallway

Original front Entrance Door, with leaded light surround, original ornate mosaic flooring, and panelled staircase

Fitted Cloak Cupboard

Radiator, corning to ceiling, timber door to:

Dining Room

4.45m x 5.05m (14'7 x 16'7 max)

South facing with coved corning to ceiling, radiator, bay window to side

elevation, open fire place with tiled surround, hearth and mantle.

Sitting Room

4.70m x 5.89m (15'5 x 19'4 max)

South facing, with coved corning to ceiling, radiator, open fireplace with tiled surround and hearth, cast iron grate and timber mantle. French doors opening to the side elevation and further ornate glass leaded light door to the Games Room

From the Hallway, Timber and Glazed Door To

Living Kitchen:

Kitchen Area

3.18m x 4.34m (10'5 x 14'3)

Dining/Living Area

3.63m x 3.12m (11'11 x 10'3)

With windows to side and rear elevations, Aga range cooker, range of fitted storage cupboards along with further range of both low and eye level kitchen units, complimentary rolled edged work surfaces with tiled splash, stainless steel sink and double drainer, space for electric cooker and fridge/freezer, radiator. Timber door giving access via stairs to Cellar.

From the Kitchen, Timber and Glazed Door To

Rear Entrance Lobby/Boot Room

2.72m x 2.26m (8'11 x 7'5)

With window to side elevation, fitted storage cupboards, side Entrance Door.

From the Kitchen, Timber Door To:

Inner Lobby

With window to side elevation, range of fitted storage cupboards and further door opening to:

Billiard Room

8.38m x 3.30m (27'6 max x 18'10)

With windows to the side and rear elevation with further leaded light ornate glass windows, radiators, original parquet flooring, Archway to:

Music Room

2.79m x 3.61m (9'2 x 11'10)

With ornate glass leaded light windows to side elevation.

From the Billiard Room, Timber Door To

Cloakroom

With low level flush w.c., wash hand basin, windows to side elevation.

From the Entrance Hallway, Original Staircase with Split Landing

Radiator, giving access to:

Bedroom 1

4.22m x 5.08m (13'10 max x 16'8 max)

Being South facing, having radiator, bay window to side elevation, coved cornicing to ceiling, wash hand basin inset into vanity unit.

Bedroom 2

4.72m x 4.85m (15'6 x 15'11)

Windows to rear and side elevations, radiator, coved cornicing to ceiling, wash hand basin inset into vanity unit.

Bedroom 3

3.63m x 3.25m (11'11 x 10'8)

Windows to side and rear elevations, wash hand basin.

Bedroom 4

3.10m x 2.95m (10'2 x 9'8)

Window to the front elevation, radiator, original fire place.

Bedroom 5

3.18m x 2.69m (10'5 x 8'10)

Window to front elevation, radiator.

From the Landing, Timber and Opaque Glass Door To

Family Bathroom

With window to side elevation, heated towel rail, pedestal wash hand basin, corner fitted framed shower cubicle with electric shower over, cast iron bath, partially tiled walls, airing cupboard.

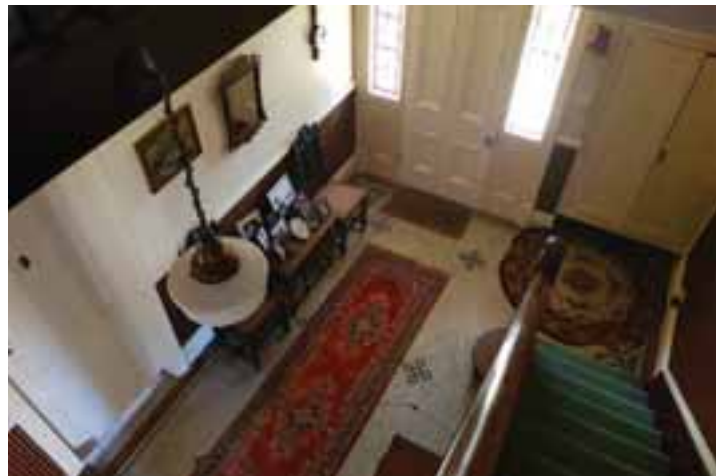
From the Landing, Timber Door To:

W.C.

Window to the side elevation, low level flush w.c.

Externally

The property is approached from Gravelholes Lane, via gravelled driveway providing parking for several vehicles having planted borders and accessing a lawned rear garden. There is a brick and tile former Coach House currently serving as a Garage with a Utility area, with additional first floor amenity space. To the rear of the main house is a timber door accessing the Boiler Room housing the gas boiler. To the side of the Coach House is a walled garden area formerly a vinery and currently having planted borders and being predominantly laid to lawn. The gardens to the rear of the property are well stocked with a range of mature trees and shrubs including Apple, Pear and Horse Chestnut trees. The side garden to the property is currently laid to lawn with well planted and mature borders interspersed with mature trees and being south facing.



Tenure: Freehold

Local Authority: Bassetlaw District Council

Solicitors: Andrew Jay & Co, 26 Lord Street, Gainsborough, DN21 2DB. Tel: 01427 612412. Ref: Mr G Bembridge.

Energy Performance Certificate (EPC): Current Rating F

Possession: Vacant possession will be given on completion.

Viewing: Strictly by appointment with Auction House.

Additional Fees

Administration Charge: £600 inc VAT payable on exchange of contracts.

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

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Portfolio of Houses & Cottages, High Street, Barrow-Upon-Humber, DN19 7AA

***GUIDE PRICE: £1,500,000 – £1,800,000 (plus fees)**



Situation

The properties are located in a largely private complex off the High Street in Barrow upon Humber in North Lincolnshire. Barrow itself offers a wealth of local amenities and facilities as well as good access to the surrounding towns of Barton, Grimsby and the City of Hull. The area has a wealth of industry and major employers such as Siemens in Hull.

Description

A unique and versatile range of properties and accommodation presenting an unrivalled opportunity to buy a high yielding holiday short stay accommodation and properties also occupied on AST Agreements. The properties occupy a site of approximately 0.7 acres and comprise potentially 16 separate units. There is currently a row of 5 cottage style terraced houses occupied on AST Agreements with courtyard and parking area. A large detached barn conversion, previously occupied on both AST Agreements and HMO basis. The property offers huge potential for either of those opportunities or conversely for the owner occupier to live and manage the properties and development on site.

The Holiday Cottages and Short Term Let Properties comprise: 3 traditional town houses, 2 flats, a further 3 cottages and a small maisonette, there are also various store rooms and facilities within the development currently used by the Caretaker and Cleaners of the development.

The site is capable of delivering circa £20,000 per calendar month at full occupancy and offers a unique and exciting investment opportunity in this pleasant North Lincolnshire village.

All interested parties are advised to register their details with the Auctioneers to ensure they are kept informed of any developments.

Tenure: See Legal Pack

Solicitors: Gotelee, 31-41 Elm Street, Ipswich, IP1 2AY. Tel: 01394 446142. Ref: Oliver Ray.

Possession: Subject to existing tenancy agreements.

Viewing: Strictly by appointment with Auction House.

Additional Fees

Administration Charge: £600 inc VAT payable on exchange of contracts.

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

MEMORANDUM OF SALE



Property Address:

Lot No.

Price:

The Vendor:

The Purchaser:

Post Code:

Tel:

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

Purchase Price:

£

Less Deposit:

£

Balance:

£

Dated:

Completion Date:

Signed:

Authorised Agent for Vendor

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

of:

Dated:

Signed:

The Purchaser

Purchasers Solicitor:

Post Code:

Tel:

Vendors Solicitor:

Post Code:

Tel:

* For the purpose of this contract, the conditions of sale include the three sections of the RICS Common Auction Conditions, the Glossary, Conduct of the Auction and the General Conditions and any special and extra special conditions included within the legal pack.

In addition and at the same time, the purchaser is required to pay by cheque to the Auctioneer an Administration Charge of £600.00 (£500.00 + VAT) plus Buyers Premium if applicable.

NON-ATTENDING BID OR TELEPHONE BID

Please also sign and return the reverse side of this form



AUTHORISATION FOR BIDDING BY PROXY OR TELEPHONE

Full Name (s):

Name of Company (if applicable):

Home or Company (address): Postcode:

Tel: Mobile:

Email:

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

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

PROPERTY AND BID DETAILS

Lot No.: Property Address:

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

(amount in words):

DEPOSIT (tick as applicable)

I attach a cheque for 10% of my proxy bid or £2000, whichever is the greater, plus £600.00 (£500.00 + VAT Administration Charge) plus Buyers Premium if applicable.

OR

I attach a blank cheque to be completed by the Auctioneer if my bid is successful, within which he will include £600.00 (£500.00 + VAT Administration Charge) plus Buyers Premium if applicable.

My cheque of £ payable to AUCTION HOUSE LINCOLNSHIRE (amount if applicable)

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

Date of Birth Period living at current address NI Number

Passport Number

Driving Licence Number

Previous address if less than 6 months

SOLICITORS

My solicitors are:

Of (address):

Postcode:

Tel: Person Acting:

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

Signed: **Date:**

PLEASE MARK THE ENVELOPE EITHER PROXY OR TELEPHONE BID

TERMS AND CONDITIONS FOR TELEPHONE BIDS AND BIDDING BY LETTER

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

1. The bidder must complete a separate authority form for each Lot involved, and provide a bankers draft, solicitor's client's account cheque or personal cheque for 10% of the maximum amount of the bid for each Lot. Please note the minimum deposit for any bid is £2,000 PER LOT.
2. The bidder must upload Proof of Identity in the form of a scan of a driving licence or passport, and a scan of a utility bill to the Auctions Passport Service that accesses the property's Legal Pack. Also you authorise Auction House to undertake a search with Experian for the purpose of verifying your identity. To do so Experian may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.
3. The form must be sent to, or delivered to: Written & Telephone Bids, Auction House Lincolnshire, North Notts and South Yorks, Rebrook House, 124 Trinity Street, Gainsborough DN21 1JD 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 Lincolnshire, North Notts and South Yorks 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 £2,000) and the balance of the deposit (if any) will be held by the vendors solicitor pending completion. An Administration charge of £600.00 (£500.00 + VAT) should be added to the deposit cheque or a separate cheque should be made payable to Auction House.
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 dispensed 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.

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

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

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

A5 THE CONTRACT

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

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

A5.3 You must before leaving the auction:

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

A5.4 If you do not we may either:

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

A5.5 The deposit:

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

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

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

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

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

A6 EXTRA AUCTION CONDUCT CONDITIONS

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

GENERAL CONDITIONS OF SALE

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

G1. THE LOT

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

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

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

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

- (a) matters registered or capable of registration as local land charges;
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
- (c) notices, orders, demands, proposals and requirements of any competent authority;
- (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- (e) rights, easements, quasi-easements, and wayleaves;
- (f) outgoing and other liabilities;
- (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
- (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the buyer has made them; and
- (i) anything the seller does not and could not reasonably know about.

G1.5 Where anything subject to which the lot is sold would expose the seller to liability the buyer is to comply with it and indemnify the seller against that liability.

G1.6 The seller must notify the buyer of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the contract date but the buyer must comply with them and keep the seller indemnified.

G1.7 The lot does not include any tenant's or trade fixtures or fittings.

G1.8 Where chattels are included in the lot the buyer takes them as they are at completion and the seller is not liable if they are not fit for use.

G1.9 The buyer buys with full knowledge of:

- (a) the documents, whether or not the buyer has read them; and

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

- (b) the physical condition of the lot and what reasonably be discovered on inspection of it, whether or not the buyer has inspected it.
- G1.10 The buyer is not to rely on the information contained in the particulars but may rely on the seller's conveyancer's written replies to preliminary enquiries to the extent stated in those replies.
- G2. DEPOSIT**
- G2.1 The amount of the deposit is the greater of:
(a) any minimum deposit stated in the auction conduct conditions (or the total price, if this is less than that minimum); and
(b) 10% of the price (exclusive of any VAT on the price).
- G2.2 The deposit
(a) must be paid in pounds sterling by cheque or banker's draft drawn on an approved financial institution (or by any other means of payment that the auctioneers may accept); and
(b) is to be held as stakeholder unless the auction conduct conditions provide that it is to be held as agent for the seller.
- G2.3 Where the auctioneers hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the seller on completion or, if completion does not take place, to the person entitled to it under the sale conditions.
- G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the seller may treat the contract as at an end and bring a claim against the buyer for breach of contract.
- G2.5 Interest earned on the deposit belongs to the seller unless the sale conditions provide otherwise.
- G3. BETWEEN CONTRACT AND COMPLETION**
- G3.1 Unless the special conditions state otherwise, the seller is to insure the lot from and including the contract date to completion and:
(a) produce to the buyer on request all relevant insurance details;
(b) pay the premiums when due;
(c) if the buyer so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
(d) at the request of the buyer use reasonable endeavours to have the buyer's interest noted on the policy if it does not cover a contracting purchaser;
(e) unless otherwise agreed, cancel the insurance at completion, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the buyer; and
(f) (subject to the rights of any tenant or other third party) hold on trust for the buyer any insurance payments that the seller receives in respect of loss or damage arising after the contract date or assign to the buyer the benefit of any claim;
and the buyer must on completion reimburse to the seller the cost of that insurance (to the extent not already paid by the buyer or a tenant or other third party) for the period from and including the contract date to completion.
- G3.2 No damage to or destruction of the lot nor any deterioration in its condition, however caused, entitles the buyer to any reduction in price, or to delay completion, or to refuse to complete.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion.
- G4. TITLE AND IDENTITY**
- G4.1 Unless condition G4.2 applies, the buyer accepts the title of the seller to the lot as at the contract date and may raise no requisition or objection except in relation to any matter that occurs after the contract date.
- G4.2 If any of the documents is not made available before the auction the following provisions apply:
(a) The buyer may raise no requisition on or objection to any of the documents that is made available before the auction.
(b) If the lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.
(c) If the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or an examined copy of every relevant document.
(d) If title is in the course of registration, title is to consist of certified copies of:
(i) the application for registration of title made to the land registry;
(ii) the documents accompanying that application;
(iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
(iv) a letter under which the seller or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the buyer.
(e) The buyer has no right to object to or make requisitions on any title information more than seven business days after that information has been given to the buyer.
- G4.3 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):
(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the buyer; and
(b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the lot where the lot is leasehold property.
- G4.4 The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract.
- G4.5 The seller does not have to produce, nor may the buyer object to or make a requisition in relation to, any prior or superior title even if it is referred to in the documents.
- G4.6 The seller (and, if relevant, the buyer) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the conditions apply.
- G5. TRANSFER**
- G5.1 Unless a form of transfer is prescribed by the special conditions:
(a) the buyer must supply a draft transfer to the seller at least ten business days before the agreed completion date and the engrossment (signed as a deed by the buyer if condition G5.2 applies) five business days before that date or (if later) two business days after the draft has been approved by the seller; and
(b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer.
- G5.2 If the seller remains liable in any respect in relation to the lot (or a tenancy) following completion the buyer is specifically to covenant in the transfer to indemnify the seller against that liability.
- G5.3 The seller cannot be required to transfer the lot to anyone other than the buyer, or by more than one transfer.
- G6. COMPLETION**
- G6.1 Completion is to take place at the offices of the seller's conveyancer, or where the seller may reasonably require, on the agreed completion date. The seller can only be required to complete on a business day and between the hours of 0930 and 1700.
- G6.2 The amount payable on completion is the balance of the price adjusted to take account of apportionments plus (if applicable) VAT and interest.
- G6.3 Payment is to be made in pounds sterling and only by:
(a) direct transfer to the seller's conveyancer's client account; and
(b) the release of any deposit held by a stakeholder.
- G6.4 Unless the seller and the buyer otherwise agree, completion cannot take place until both have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.
- G6.5 If completion takes place after 1400 hours for a reason other than the seller's default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next business day.
- G6.6 Where applicable the contract remains in force following completion.
- G7. NOTICE TO COMPLETE**
- G7.1 The seller or the buyer may on or after the agreed completion date but before completion give the other notice to complete within ten business days (excluding the date on which the notice is given) making time of the essence.
- G7.2 The person giving the notice must be ready to complete.
- G7.3 If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has:
(a) terminate the contract;
(b) claim the deposit and any interest on it if held by a stakeholder;
(c) forfeit the deposit and any interest on it;
(d) resell the lot; and
(e) claim damages from the buyer.
- G7.4 If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has:
(a) terminate the contract; and
(b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.
- G8. IF THE CONTRACT IS BROUGHT TO AN END**
- If the contract is lawfully brought to an end:
(a) the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and
(b) the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the seller is entitled to forfeit the deposit under condition G7.3.
- G9. LANDLORD'S LICENCE**
- G9.1 Where the lot is or includes leasehold land and licence to assign is required this condition G9 applies.
- G9.2 The contract is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- G9.3 The agreed completion date is not to be earlier than the date five business days after the seller has given notice to the buyer that licence has been obtained.
- G9.4 The seller must:
(a) use all reasonable endeavours to obtain the licence at the seller's expense; and
(b) enter into any authorised guarantee agreement properly required.
- G9.5 The buyer must:
(a) promptly provide references and other relevant information; and
(b) comply with the landlord's lawful requirements.
- G9.6 If within three months of the contract date (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition G9) by notice to the other terminate the contract at any time before licence is obtained. That termination is without prejudice to the claims of either seller or buyer for breach of this condition G9.
- G10. INTEREST AND APPORTIONMENTS**
- G10.1 If the actual completion date is after the agreed completion date for any reason other than the seller's default the buyer must pay interest at the interest rate on the price (less any deposit paid) from the agreed completion date up to and including the actual completion date.
- G10.2 Subject to condition G11 the seller is not obliged to apportion or account for any sum at completion unless the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds.
- G10.3 Income and outgoings are to be apportioned at actual completion date unless:
(a) the buyer is liable to pay interest; and
(b) the seller has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer;
in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.
- G10.4 Apportionments are to be calculated on the basis that:
(a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
(b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
(c) where the amount to be apportioned is not known at completion apportionment is to be made by reference to a reasonable estimate and further payment is to be made by seller or buyer as appropriate within five business days of the date when the amount is known.
- G11. ARREARS**
- Part 1 Current rent**
- G11.1 "Current rent" means, in respect of each of the tenancies subject to which the lot is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding completion.
- G11.2 If on completion there are any arrears of current rent the buyer must pay them, whether or not details of those arrears are given in the special conditions.
- G11.3 Parts 2 and 3 of this condition G11 do not apply to arrears of current rent.
- Part 2 Buyer to pay for arrears**
- G11.4 Part 2 of this condition G11 applies where the special conditions give details of arrears.
- G11.5 The buyer is on completion to pay, in addition to any other money then due, an amount equal to all arrears of which details are set out in the special conditions.
- G11.6 If those arrears are not old arrears the seller is to assign to the buyer all rights that the seller has to recover those arrears.
- Part 3 Buyer not to pay for arrears**
- G11.7 Part 3 of this condition G11 applies where the special conditions:
(a) so state; or
(b) give no details of any arrears.
- G11.8 While any arrears due to the seller remain unpaid the buyer must:
(a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;
(b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment);
(c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require;
(d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order;
(e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and
(f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to part 3 of this condition G11.
- G11.9 Where the seller has the right to recover arrears it must not without the buyer's written consent bring insolvency proceedings against a tenant or seek the removal of goods from the lot.
- G12. MANAGEMENT**
- G12.1 This condition G12 applies where the lot is sold subject to tenancies.
- G12.2 The seller is to manage the lot in accordance with its standard management policies pending completion.
- G12.3 The seller must consult the buyer on all management issues that would affect the buyer after completion (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a tenancy; or a new tenancy or agreement to grant a new tenancy) and:
(a) the seller must comply with the buyer's reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the seller to a liability that the seller would not otherwise have, in which case the seller may act reasonably in such a way as to avoid that liability;
(b) if the seller gives the buyer notice of the seller's intended act and the buyer does not object within five business days giving reasons for the objection the seller may act as the seller intends; and
(c) the buyer is to indemnify the seller against all loss or liability the seller incurs through acting as the buyer requires, or by reason of delay caused by the buyer.
- G13. RENT DEPOSITS**
- G13.1 This condition G13 applies where the seller is holding or otherwise entitled to money by way of rent deposit in respect of a tenancy. In this condition G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.
- G13.2 If the rent deposit is not assignable the seller must on completion hold the rent deposit on trust for the buyer and, subject to the terms of the rent deposit deed, comply at the cost of the buyer with the buyer's lawful instructions.
- G13.3 Otherwise the seller must on completion pay and assign its interest in the rent deposit to the buyer under an assignment

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

- in which the buyer covenants with the seller to:
- (a) observe and perform the seller's covenants and conditions in the rent deposit deed and indemnify the seller in respect of any breach;
 - (b) give notice of assignment to the tenant; and
 - (c) give such direct covenant to the tenant as may be required by the rent deposit deed.
- G14. VAT**
- G14.1 Where a sale condition requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.
- G14.2 Where the special conditions state that no VAT option has been made the seller confirms that none has been made by it or by any company in the same VAT group nor will be prior to completion.
- G15. TRANSFER AS A GOING CONCERN**
- G15.1 Where the special conditions so state:
- (a) the seller and the buyer intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
 - (b) this condition G15 applies.
- G15.2 The seller confirms that the seller
- (a) is registered for VAT, either in the seller's name or as a member of the same VAT group; and
 - (b) has (unless the sale is a standard-rated supply) made in relation to the lot a VAT option that remains valid and will not be revoked before completion.
- G15.3 The buyer confirms that:
- (a) it is registered for VAT, either in the buyer's name or as a member of a VAT group;
 - (b) it has made, or will make before completion, a VAT option in relation to the lot and will not revoke it before or within three months after completion;
 - (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
 - (d) it is not buying the lot as a nominee for another person.
- G15.4 The buyer is to give to the seller as early as possible before the agreed completion date evidence:
- (a) of the buyer's VAT registration;
 - (b) that the buyer has made a VAT option; and
 - (c) that the VAT option has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two business days before the agreed completion date, condition G14.1 applies at completion.
- G15.5 The buyer confirms that after completion the buyer intends to:
- (a) retain and manage the lot for the buyer's own benefit as a continuing business as a going concern subject to and with the benefit of the tenancies; and
 - (b) collect the rents payable under the tenancies and charge VAT on them
- G15.6 If, after completion, it is found that the sale of the lot is not a transfer of a going concern then:
- (a) the seller's conveyancer is to notify the buyer's conveyancer of that finding and provide a VAT invoice in respect of the sale of the lot;
 - (b) the buyer must within five business days of receipt of the VAT invoice pay to the seller the VAT due; and
 - (c) if VAT is payable because the buyer has not complied with this condition G15, the buyer must pay and indemnify the seller against all costs, interest, penalties or surcharges that the seller incurs as a result.
- G16. CAPITAL ALLOWANCES**
- G16.1 This condition G16 applies where the special conditions state that there are capital allowances available in respect of the lot.
- G16.2 The seller is promptly to supply to the buyer all information reasonably required by the buyer in connection with the buyer's claim for capital allowances.
- G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the special conditions.
- G16.4 The seller and buyer agree:
- (a) to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition G16; and
 - (b) to submit the value specified in the special conditions to HM Revenue and Customs for the purposes of their respective capital allowance computations.
- G17. MAINTENANCE AGREEMENTS**
- G17.1 The seller agrees to use reasonable endeavours to transfer to the buyer, at the buyer's cost, the benefit of the maintenance agreements specified in the special conditions.
- G17.2 The buyer must assume, and indemnify the seller in respect of, all liability under such contracts from the actual completion date.
- G18. LANDLORD AND TENANT ACT 1987**
- G18.1 This condition G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.
- G18.2 The seller warrants that the seller has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.
- G19. SALE BY PRACTITIONER**
- G19.1 This condition G19 applies where the sale is by a practitioner either as seller or as agent of the seller.
- G19.2 The practitioner has been duly appointed and is empowered to sell the lot.
- G19.3 Neither the practitioner nor the firm or any member of the firm to which the practitioner belongs has any personal liability in connection with the sale or the performance of the seller's obligations. The transfer is to include a declaration excluding that personal liability.
- G19.4 The lot is sold:
- (a) in its condition at completion;
 - (b) for such title as the seller may have; and
 - (c) with no title guarantee;
- and the buyer has no right to terminate the contract or any other remedy if information provided about the lot is inaccurate, incomplete or missing.
- G19.5 Where relevant:
- (a) the documents must include certified copies of those under which the practitioner is appointed, the document of appointment and the practitioner's acceptance of appointment; and
 - (b) the seller may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925.
- G19.6 The buyer understands this condition G19 and agrees that it is fair in the circumstances of a sale by a practitioner.
- G20. TUPE**
- G20.1 If the special conditions state "There are no employees to which TUPE applies", this is a warranty by the seller to this effect.
- G20.2 If the special conditions do not state "There are no employees to which TUPE applies" the following paragraphs apply:
- (a) The seller must notify the buyer of those employees whose contracts of employment will transfer to the buyer on completion (the "Transferring Employees"). This notification must be given to the buyer not less than 14 days before completion.
 - (b) The buyer confirms that it will comply with its obligations under TUPE and any special conditions in respect of the Transferring Employees.
 - (c) The buyer and the seller acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the seller will transfer to the buyer on completion.
 - (d) The buyer is to keep the seller indemnified against all liability for the Transferring Employees after completion.
- G21. ENVIRONMENTAL**
- G21.1 This condition G21 only applies where the special conditions so provide.
- G21.2 The seller has made available such reports as the seller has as to the environmental condition of the lot and has given the buyer the opportunity to carry out investigations (whether or not the buyer has read those reports or carried out any investigation) and the buyer admits that the price takes into account the environmental condition of the lot.
- G21.3 The buyer agrees to indemnify the seller in respect of all liability for or resulting from the environmental condition of the lot.
- G22. SERVICE CHARGE**
- G22.1 This condition G22 applies where the lot is sold subject to tenancies that include service charge provisions.
- G22.2 No apportionment is to be made at completion in respect of service charges.
- G22.3 Within two months after completion the seller must provide to the buyer a detailed service charge account for the service charge year current on completion showing:
- (a) service charge expenditure attributable to each tenancy;
 - (b) payments on account of service charge received from each tenant;
 - (c) any amounts due from a tenant that have not been received;
 - (d) any service charge expenditure that is not attributable to any tenancy and is for that reason irrecoverable.
- G22.4 In respect of each tenancy, if the service charge account shows that:
- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the seller must pay to the buyer an amount equal to the excess when it provides the service charge account;
 - (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the buyer must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the seller within five business days of receipt in cleared funds; but in respect of payments on account that are still due from a tenant condition G11 (arrears) applies.
- G22.5 In respect of service charge expenditure that is not attributable to any tenancy the seller must pay the expenditure incurred in respect of the period before actual completion date and the buyer must pay the expenditure incurred in respect of the period after actual completion date. Any necessary monetary adjustment is to be made within five business days of the seller providing the service charge account to the buyer.
- G22.6 If the seller holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
- (a) the seller must pay it (including any interest earned on it) to the buyer on completion; and
 - (b) the buyer must covenant with the seller to hold it in accordance with the terms of the tenancies and to indemnify the seller if it does not do so.
- G23. RENT REVIEWS**
- G23.1 This condition G23 applies where the lot is sold subject to a tenancy under which a rent review due on or before the actual completion date has not been agreed or determined.
- G23.2 The seller may continue negotiations or rent review proceedings up to the actual completion date but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the buyer, such consent not to be unreasonably withheld or delayed.
- G23.3 Following completion the buyer must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the seller, such consent not to be unreasonably withheld or delayed.
- G23.4 The seller must promptly:
- (a) give to the buyer full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
 - (b) use all reasonable endeavours to substitute the buyer for the seller in any rent review proceedings.
- G23.5 The seller and the buyer are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- G23.6 When the rent review has been agreed or determined the buyer must account to the seller for any increased rent and

interest recovered from the tenant that relates to the seller's period of ownership within five business days of receipt of cleared funds.

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

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

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Auction dates:

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