

Wednesday 11th December 2019 2.00pm

Norman Hunter
Banqueting Suite
Leeds United Football Club
Elland Road Stadium
Leeds
LS11 OES



AUCTION VENUE



Auction Room

Norman Hunter Banqueting Suite, Elland Road Stadium, Leeds LS11 OES (Just off M621, Junction 1)

Leeds, Bradford, Wakefield Auction Team:

James Pank BSc (Hons) MRICS - Director,
Tracy Priest - Auction Co-ordinator,
Chris Jackson - Valuer,
Simon Duckworth - Accompanied Viewer,
Carly Sutton - Auction Administrator,
Michele Clarke - Auction Administrator

Huddersfield, Halifax Auction Team:

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



MESSAGE FROM THE AUCTIONEERS



JAMES PANK BSc (Hons) MRICS
DIRECTOR/AUCTIONEER

Welcome to our final auction of the year.

We have 46 lots available to purchase including a real mix of property and prices ranging from £10,000 to £210,000.

Our last auction saw success rates dip a little under 80% and unusually, the outstanding results of the day all came from mixed use and commercial properties. One in Alwoodley even sold for £100,000 more than the quoted guide price! Will we see the same in December or will the residential lots bounce back? Only time will tell.

My ones to watch this auction include:

Lot $1 - A \frac{2}{3}$ bed semi-detached property in need of refurbishment. Classic auction stock.

Lot 10a – A local eyesore for many years. Finally, you have the chance to restore it to former glories.

Lot 33 – The Red Bus Café. A real head turner but will anyone be willing to buy a ticket?

We are now inviting entries for our next auction which launches in early January. If you have a property you would like to discuss please get in touch with Chris or I for a chat.

Merry Christmas

James Pank Director / Auctioneer

NEXT AUCTION DATES

AUCTION INFORMATION



Administration Charge Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price, subject to a minimum of £1080.00 (including VAT) or the fixed figure as stated in the property details



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



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



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



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



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



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



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



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



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



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



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



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



Pre Auction Sales Offers made on property included in this auction may be accepted by the Vendor prior to the auction. In such instances all buyer charges will be payable including the Administration Charge, any Buyers Premium plus all other payments detailed in the Special Conditions of Sale. If you are intending to bid at the auction for a specific lot, we recommend that you keep in contact with the Auctioneer's office.

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



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



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



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



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



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

INTRODUCING ESTATE AGENTS

A Selection of our Loyal Joint Agents from the region



ORDER OF SALE

Wednesday 11th December 2019 2.00pm

Norman Hunter Banqueting Suite, Elland Road Stadium, Leeds LS11 oES

LOT	ADDRESS	*GUIDE PRICE	LOT TYPE
1	40 Greaves Avenue, Wakefield, West Yorkshire WF2 8AY	£35,000+	Residential for Improvement
2	Former Library, Carlton Lane, Wakefield, West Yorkshire WF3 3LJ	£35,000 - £40,000	Commercial
3	10 Clifton Terrace, Leeds, West Yorkshire LS9 6ET	£40,000 - £45,000	Residential Investment
4	64 Elford Place East, Harehills, Leeds, LS8 5QB	£80,000+	Residential for Improvement
5	12 Colwyn Terrace, Beeston, Leeds, West Yorkshire LS11 6RB	£55,000+	Residential for Improvement
5a	9 Bradford Road, Stanningley, Pudsey, West Yorkshire LS28 6AT	£50,000+	Commercial Investment
6	4 Armley House, Kingsdale Court, Seacroft, Leeds LS14 1LW	£20,000 - £25,000	Residential Investment
7	10 Farnley House, Kingsdale Court, Leeds, West Yorkshire LS14 1PU	£15,000 - £20,000	Residential for Improvement
8	12 Surrey Street, Halifax, West Yorkshire HX1 3UF	£35,000 - £45,000	Residential
8a	1 James Court, Hemsworth, Pontefract, West Yorkshire WF9 4NZ	£20,000 - £25,000	Residential Investment
9	16 Kingswood Terrace, Bradford, West Yorkshire, BD7 3DT	£65,000+	Commercial
10	6&6a Town Street, Farsley, Pudsey, West Yorkshire LS28 5DB	£125,000+	Mixed Use
10a	The Boars Head, Roker Lane, Pudsey, Leeds LS28 9HW	£75,000+	Commercial
11	78 Silverhill Road, Bradford, West Yorkshire, BD3 7JJ	£75,000 - £85,000	Residential
12	18 Blackmires, Halifax, West Yorkshire HX2 9AA	£50,000+	Residential
12a	11 Quarry Mount Place, Woodhouse, Leeds, West Yorkshire LS6 2JE	£90,000+	Residential for Improvement
13	Flat 4, 38 - 40 Trentham Street, Leeds, West Yorkshire, LS11 6HW	£20,000 - £25,000	Residential Investment
14	Land To Rear Of 94 Highfield Avenue, Leeds, West Yorkshire, LS12 4BY	£30,000 - £35,000	Land
15	10 Ealand Road, Batley, West Yorkshire, WF17 8HS	£45,000 - £50,000	Residential
15a	29 Wesley Road, Leeds, West Yorkshire LS12 1UN	£210,000+	Residential Investment
16	5 Seaforth Grove, Leeds, West Yorkshire, LS9 6AL	£70,000+	Residential Investment
17	Land Adj 26 Stowe Grove, Leeds, West Yorkshire, LS9 9EH	£40,000 - £45,000	Plots/Building Land
18	22 Irwell Street, Bradford, West Yorkshire BD4 7EQ	£35,000+	Residential for Improvement
19	22 Commercial Street, Queensbury, Bradford, West Yorkshire BD13 2HP	SOLD PRIOR	Residential
20	3/3a Fountain Street, Morley, Leeds, West Yorkshire LS27 9AA	£100,000+	Mixed Use
21	1 Hope Hall Terrace, Halifax, West Yorkshire HX1 2JX	£75,000+	Residential
22	23 France Street, Soothill, Batley, West Yorkshire WF17 6NU	£35,000 - £40,000	Residential
22a	26 Nowell Mount, Leeds, West Yorkshire LS9 6HW	£55,000 - £65,000	Residential Investment
23	The Gatehaus, Leeds Road, Bradford, West Yorkshire BD1 5BL	£35,000 - £40,000	Residential
23a	2 Highgate Mill, Highgate Mill Fold, Queensbury, Bradford BD13 2SL	£30,000+	Residential
24	45 Crown Street, Halifax, West Yorkshire HX1 1JB	£125,000+	Mixed Use
25	Land to the Rear of 17 - 29 Industrial Road, Sowerby Bridge, West Yorkshire HX6 2RB	£10,000 - £20,000	Land
26	Flat 1 Coach House, Coach Lane, Cleckheaton, BD19 3LT	£30,000 - £35,000	Residential
26a	Land at Hope Street, Sowerby Bridge, West Yorkshire HX6 3PN	£35,000 - £45,000	Land
27	Apt 12 Peploe House, 6 Nab Lane, Bradford, West Yorkshire BD18 4EH	£55,000+	Residential
27a	19 Tilbury Terrace, Leeds, West Yorkshire LS11 oDA	£55,000 - £65,000	Residential Investment
28	Apt 2 Talbot Mills, Well Lane, Batley, West Yorkshire WF17 5HQ	£25,000 - £30,000	Residential Investment
29	Apt 11 Talbot Mills, Well Lane, Batley, West Yorkshire WF17 5HQ	£25,000 - £30,000	Residential Investment
30	16 Oliver Street, Mexborough, South Yorkshire S64 9NW	£35,000 - £45,000	Residential
30a	35-37 Chapletown, Pudsey, Leeds, LS28 7RZ	£145,000+	Commercial
31	41A Linton Road, Wakefield, West Yorkshire, WF1 4HH	£33,000+	Residential Investment
31a	Flat 4 Beach House, 11 Albion Terrace, Bridlington, East Yorkshire YO15 2PJ	£40,000+	Residential
32	3E The Crescent, Selby, YO8 4PU	£30,000+	Residential
33	Red Bus Cafe, York Road, Leeds, West Yorkshire LS14 3AE	£15,000 - £20,000	Commercial
34	5 Swaine Hill Terrace, Yeadon, Leeds, West Yorkshire LS19 7HD	£150,000+	Residential for Improvement
35	8 West Lodge Gardens, Leeds, West Yorkshire LS7 3NY	£210,000+	Residential for Improvement









Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080 inc VAT in addition to the deposit

Buyer's Premium: £900 inc VAT

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

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*Description on Auction Information page





Tenure: Freehold

Local Authority: Wakefield Metropolitan District Council

Energy performance Certificate(EPC): Current Rating D



Additional Fees

Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

Search Fees: £200 inc VA

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

Residential for improvement

1

40 Greaves Avenue, Wakefield, West Yorkshire, WF2 8AY

*GUIDE PRICE:

£35,000+ (plus fees)

This former three bedroom semi-detached house has been adapted in recent years and currently forms two large bedrooms. The property has been neglected and requires complete refurbishment. Externally the property has gardens to the front and rear with a good sized workshop providing additional storage space. It is located in Lupset, with excellent transport links to Wakefield city centre and M1 motorway. The property will be sold as seen with all contents, fixtures and fittings included. Please note: The completion date for this property is the 3rd January 2020.

Description:

Ground Floor: Entrance hall, living room, dining kitchen and wc. **First Floor:** Currently two bedrooms and a bathroom.

Externally: Gardens to front and rear.



Commercial

Former Library, Carlton Lane, Wakefield, West Yorkshire, WF3 3LJ

*GUIDE PRICE:

£35,000 - £40,000 (plus fees)

This former library extends to a total area of 50 sqm (538 sqft) and is sure to be of interest to developers and anyone looking to start their own business in an affordable property. Changes of use to A1 and D1 were approved in 2017 and 2018 respectively which include the addition of two parking spaces to the side of the building. The property is located on Carlton Lane in Lofthouse and is well positioned for access to Leeds, Wakefield and Bradford city centres. The property will be sold as seen with all contents, fixtures and fittings included.Please note: A 21 day completion applies to this lot.

Description:

Ground Floor: Open plan floor space with kitchenette and WC. **Externally:** Gardens to the front and side.

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Residential Investment

10 Clifton Terrace, Leeds, West Yorkshire LS9 6ET

*GUIDE PRICE:

£40,000 - £45,000 (plus fees)

This two bedroom back to back terrace has been let to the same tenant for over ten years and is currently producing an annual income of £5,100. This equates to an impressive return of almost 13% when based on the lower guide price. Auction House have been unable to inspect the property internally and regret that no viewings will be taking place prior to the auction.

Description:

Ground Floor: Living room and kitchen **First Floor:** Bedroom and bathroom **Second Floor:** Bedroom

Externally: Small yard to the front

Tenure: Freehold

Local Authority: Leeds City Council

Energy Performance Certificate (EPC): Current Rating E

Additional Fees

Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

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

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*Description on Auction Information page



Residential for improvement



64 Elford Place East, Harehills, Leeds, West Yorkshire, LS8 5QB

*GUIDE PRICE:

£80,000+ (plus fees)

This four bedroom through terrace occupies a pleasant position overlooking the park but is now in need of some of modernisation and refurbishment. Likely to be of interest to both homeowners and developers looking for a property they can add value to. The property is located in Harehills, Leeds and is just a short distance from the many shops and amenities on Harehills Road and Roundhay Road. The property will be sold as seen with all contents, fixtures and fittings included.Please note: A 21 day completion applies to this lot.

Additional Fees

Description:

Basement: Storage

Ground Floor: Living room, dining room and kitchen First Floor: Two bedrooms and a shower room Second Floor: Two further bedrooms Externally: Small yards to the front and rear

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

Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

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

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Residential for improvement



12 Colwyn Terrace, Beeston, Leeds, West Yorkshire, LS11 6RB

*GUIDE PRICE:

£55,000 + (plus fees)

This double fronted back to back terrace has two reception rooms, four bedrooms and is now in need of some refurbishment. It is likely to make an ideal buy to let investment once the necessary works have been undertaken. Externally the property has a yard to the front. It is located in Beeston, south Leeds and is less than two miles from the city centre. The property will be sold as seen with all contents, fixtures and fittings included.Please note: A 6 week completion applies to this lot.

Description:

Lower Ground Floor: Dining kitchen and storage room

Ground Floor: Living room and dining room **First Floor:** Two bedrooms and a bathroom

Second Floor: Two bedrooms **Externally:** Yard to the front

Additional Fees

Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

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

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*Description on Auction Information pag





Commercial Investment

9 Bradford Road, Stanningley, Pudsey, West Yorkshire, LS28 6AT

*GUIDE PRICE:

£50,000 + (plus fees)

This workshop premises totalling 68.9 m sq (741 sq ft) has been let to the same tenant for over nine years and is generating an annual income of £8,340. Based on the quoted guide price this equates to a return of over 16%. The property is located on Bradford Road in Stanningley with good access to both Leeds and Bradford city centres.

Description:

Ground Floor: Warehouse, office and WC

Additional Fees

Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit.

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

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

Tenure: Freehold

Local Authority: Leeds City Council







Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080,00 inc VAT in addition to the deposit

Residential Investments

4 Armley House, Kingsdale Court, Leeds, West Yorkshire LS14 1LW

This one bedroom ground floor flat will appeal to those looking for an instant income and a high yield. The flat, let on a 6 month tenancy agreement, is generating an income of £4,200 per annumwhich equates to a gross return of 21%, based on the lower guide price. It benefits from a separate kitchen and also has electric heating. Externally, there is ample parking for residents. The property is located between the suburbs of Roundhay, Seacroft and Gipton with the famous Roundhay Park less than a mile away. Leasehold

Ground Floor: Hall, lounge, kitchen, bedroom and bathroom.

£20,000 - £25,000 (plus fees)

Information: please refer to the legal pack.

Externally: Parking for residents

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

Description:

*GUIDE PRICE:



Tenure: Leasehold Local Authority: Leeds City Council Energy Performance Certificate (EPC): Current Rating F



Additional Fees

Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

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

Residential for **improvement**



10 Farnley House, Kingsdale Court, Leeds, West Yorkshire, LS14 1PU

*GUIDE PRICE:

£15,000 - £20,000 (plus fees)

This one bedroom second floor flat has been rented for £4,680 per annum until recently but is now offered with vacant possession. The apartment has the potential to provide a high yield following some improvements. The property is located between the suburbs of Roundhay, Seacroft and Gipton with the famous Roundhay Park less than a mile away. Leasehold Information: please refer to the legal pack. The property will be sold as seen with all contents, fixtures and fittings included.

Second Floor: Hall, lounge, kitchen, bedroom and bathroom. Externally: Parking for residents.







Tenure: See legal pack Local Authority: Calderdale Council Energy Performance Rating (EPC): Current Rating D

Residential

12 Surrey Street, Halifax, West Yorkshire HX1 3UF

*GUIDE PRICE

£35,000 - £45,000 (plus fees)

A Two Bedroomed Mid Terraced Property

A back to back terraced property suited to both investors and owner occupiers alike. Within walking distance to local schools, shops, parks, and great transport links. The property briefly comprises lounge, kitchen, cellar, bathroom, bedroom, and attic bedroom with the benefits of gas central heating, PVCu double glazing and new carpets/flooring throughout.

Description

Cellar: Store

Ground Floor: Lounge, Kitchen **First Floor:** Landing, Bedroom, Bathroom

Second Floor: Attic Room

Additional Fees

 $\begin{tabular}{ll} \textbf{Administration Charge:} Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £1080 inc VAT \\ \end{tabular}$

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

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Tenure: Leasehold

Local Authority: Wakefield Metropolitan District Council

Energy Performance Certificate (EPC): Current Rating

Residential Investments



*Description on Auction Information Page

1 James Court, Hemsworth, Pontefract, West Yorkshire WF9 4NZ

*GUIDE PRICE:

£20,000 - £25,000 (plus fees)

This two bedroom apartment, within a purpose built development in Hemsworth, is ideal for those looking for an instant income. The property is currently tenanted and is generating an income of £5,385 per annum, which equates to a return in excess of 26%. The last recorded sale in the development was for £58,780 in November 2018 suggesting this is very competitively price. Auction House have not inspected the property and details may be updated.

Lease term -TBC

Service charge - £1,306 per annum Ground Rent - £180 per annum

Description

Ground Floor: Hall, Living kitchen, two bedrooms and bathroom.

Externally: Communal parking.

Additional Fees

Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

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

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Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

Commercial

*GUIDE PRICE:

Description: Basement Storage:

16 Kingswood Terrace, Bradford,

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

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

Second Floor: One treatment room and two storage rooms.

First Floor: Four treatment rooms and wc.

Externally: Parking to the rear.

West Yorkshire, BD7 3DT

£65,000 + (plus fees)

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

*Description on Auction Information page









Additional Fees

Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit.

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

Mixed Use

6&6a Town Street, Farsley, Leeds, West Yorkshire, LS28 5DB

*GUIDE PRICE:

£125,000 + (plus fees)

This vacant mixed use property comprises a ground floor retail unit with basement store and a spacious self-contained two bedroom flat across the first and second floors. The property does require some refurbishment but is sure to be of interest to investors looking to add to their portfolios. The property is located in a prominent position on Farsley Town Street with nearby businesses including a Co-op convenience store and the Olive & Feta boutique restaurant.

Description:

Basement Storage:

Ground Floor: Sales area, kitchenette and wc. First Floor: Living room and dining kitchen. Second Floor: Two bedrooms and a bathroom.









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Additional Fees

Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

Description: Not Inspected

Commercial

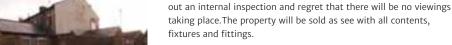
*GUIDE PRICE:

£75,000+ (plus fees)

The Boars Head, Roker Lane, Pudsey, Leeds, West Yorkshire, LS28 9HW

This substantial public house in Pudsey, formerly The Boars Head has been vacant since 2003 and is sure to appeal to builders and renovators alike. Currently, a planning application (19/04687/FU) is being considered by the council which requires the demolition of the public house and construction of two new dwellings. Although this process is ongoing, the seller is in need of a quick sale due to personal circumstances. So, whether you're looking for land to develop or a substantial refurbishment project, this is definitely a project to get stuck into. Auction House have been unable to carry

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





Residential

78 Silverhill Road, Bradford, West Yorkshire, BD3 7JJ

*GUIDE PRICE:

£75,000 - £85,000 (plus fees)

Formerly two cottages, this property now offers family accommodation with four double bedrooms, two reception rooms and multiple bathrooms. The property enjoys pleasant views over Bradford Moor Park and will appeal to the local resident. Although the property has double glazing and part central heating it would now benefit from some updating throughout.

Description:

Cellars to Basement:

Ground Floor: Two porches, living kitchen, reception room, shower room and w/c.

First Floor: Landing, four bedrooms and bathroom.

Externally: Yard to the front.





Tenure: Freehold Local Authority: Bradford Metropolitan District Council Energy Performance Certificate (EPC): Current Rating D

Additional Fees

Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

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



*Description on Auction Information page





Residential

18 Blackmires, Halifax, West Yorkshire HX2 9AA

*GUIDE PRICE

£50,000 + (plus fees)

A Three Bedroomed Mid Terraced Property

The property is a short drive to Halifax Town Centre and its amenities with public transport links offering easy access to Halifax town centre. Briefly comprising Porch, Lounge, Kitchen, Three Bedrooms and a Bathroom with the benefit of gas central heating and PVCu double glazing throughout. Please note there may be some contents remaining in the property upon completion.

Please note that there will be a Buyers Premium of £1,140 inclusive of VAT.

Description

Ground Floor: Porch, Lounge, Kitchen

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

Bathroom

Outside: There is a garden to the front of the property.

Tenure: See Legal Pack
Local Authority: Calderdale Metropolitan Borough Council
Energy Performance Rating (EPC): Current Rating D

Additional Fees

Buyers Premium: Please note that there will be a Buyers Premium of £1,140 inclusive of VAT.

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £1080 inc VAT

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

auctionhouse.co.uk

*Description on Auction Information Page



Residential for improvement



11 Quarry Mount Place, Woodhouse, Leeds, West Yorkshire LS6 2JE

*GUIDE PRICE:

£90,000 + (plus fees)

This two bedroom back to back terrace has been neglected in recent years and is now in need of some refurbishment to restore it to former glories. The property, which also has a useful room and WC in the basement is located in Woodhouse, an area popular with students and is approximately one mile from Leeds University and the city centre. The property will be sold as seen with all contents, fixtures and fittings included.

Description:

Basement: Room and WC

Ground Floor: Living room and kitchen **First Floor:** Bedroom and bathroom

Second Floor: Bedroom







Additional Fees

Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

Search Fees: £200 inc VAT

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

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Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

Search Fees: £200 inc VAT

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





Tenure: Freehold Local Authority: Leeds City Council Energy Performance Certificate (EPC): N/A



Additional Fees

Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

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



Residential Investments

Flat 4, 38 - 40 Trentham Street, Leeds, West Yorkshire, LS11 6HW

*GUIDE PRICE:

£20,000 - £25,000 (plus fees)

This tenanted second floor one bedroom flat, within a converted terrace in Beeston, will appeal to the buy to let investor. The property is currently generating £4,800 per annum which equates to a return of 24% when based on the lower guide price. It has central heating, double glazing and is in reasonable decorative order. The property is located in Beeston, approximately two miles south of Leeds city centre. Leasehold Information – 99 years from 1st January 2007. Service charge - £1080.25 per annumGround rent - £400 per

Land

Land To Rear Of 94 Highfield Avenue, Leeds, West Yorkshire LS12 4BY

*GUIDE PRICE:

£30,000 - £35,000 (plus fees)

This modest plot of land measures approximately 4,000 sq ft and may be suitable for a range of uses subject to the necessary consents being obtained. It is located in the popular residential area in Lower Wortley and borders the local cemetery grounds.











Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

Search Fees: £200 inc VAT



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





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



Additional Fees

Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

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

Residential

10 Ealand Road, Batley, West Yorkshire, WF17 8HS

*GUIDE PRICE:

£45,000 - £50,000 (plus fees)

Located on a pleasant street in Batley comes this well-proportioned two bedroom through terrace. Although the property has central heating and double glazing it would now benefit from a cosmetic improvement before becoming part of a portfolio or sold onwards. Externally, there is a communal yard to the rear and a small garden to the front. The property is only 0.5 miles north of Batley town centre and amenities. According to Rightmove, at the time of writing, this was the cheapest two bedroom house in WF17!

Description:

Cellars to basement.:

Ground Floor: Lounge and kitchen.

First Floor: Landing, two bedrooms and bathroom Externally: Small front yard. Communal yard to rear.



Residential Investments

29 Wesley Road, Leeds, West Yorkshire LS12 1UN

*GUIDE PRICE:

£210,000 + (plus fees)

This substantial terrace in Armley, located two miles west of Leeds city centre, is sure to appeal to those looking for a high yielding investment. The property has been an HMO for many years and currently has a licence for eight people and is generating an income of £33,155 per annum. This equates to a return in excess of 15% based on the guide price. There are 2 x self-contained flats on the top floor and six rooms with their own kitchen facilities and use of various communal bathrooms/shower rooms.

Description:

Lower Ground Floor: Hall, Room G, w/c

Ground Floor: Communal Hall, Room A, Room B, Room C

First Floor: Landing, Room D, Room E, Store, Shower room, Bathroom Second Floor: Landing, Flat 1 - Living bedroom, kitchen and shower room.

Flat 2 - Living bedroom, kitchen and shower room.

Externally: Yard to rear









Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

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

Residential Investment

Seaforth Grove, Leeds, West Yorkshire LS9 6AL

*GUIDE PRICE:

£70,000+ (plus fees)

This terraced property is divided into four fully managed units, generating an impressive annual rental income of £20,600.00. Based on the quoted guide price, this equates to a gross return of almost 26%. The seller has advised us that the property has been in its current configuration for more than ten years. The property is located in Harehills, Leeds with a good range of shops and amenities just a short walk away.

Please note a 21 days completion applies to this lot.

Description:

Lower Ground Floor: Unit 1. Ground Floor: Unit 2 First Floor: Unit 3. Second Floor: Unit 4.

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*Description on Auction Information page



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Plots/Building Land

Land Adj 26 Stowe Grove, Leeds, West Yorkshire, LS9 9EH

*GUIDE PRICE:

£40,000 - £45,000 (plus fees)

This well-proportioned plot of land has planning permission for a pair of three bedroom semi-detached houses and is sure to be of interest to any developers looking for a project to keep them busy over winter.For further information please visit the Leeds planning portal searching reference 18/06258/FU.The site is located at the end of a quiet cul-de-sac approximately two miles to the east of Leeds city centre.



Additional Fees

Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

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

auctionhouse.co.uk/westyorkshire

*Description on Auction Information page



Residential for improvement

22 Irwell Street, Bradford, West Yorkshire, BD4 7EQ

*GUIDE PRICE:

£35,000 + (plus fees)

This three bedroom through terrace, located approximately one mile south of Bradford city centre, will appeal to those looking to add to their portfolio. The property requires clearance and a scheme of improvement but does have central heating and double glazing. Externally, there is on street parking and small yards to the front and rear. Please note: The completion date for this property is the 27th December 2019.

Description:

Basement: Cellars

Ground Floor: Lounge and kitchen

First Floor: Landing, two bedrooms and bathroom

Second Floor: Bedroom

Tenure: Freehold

Local Authority: Bradford Metropolitan District Council Energy Performance Certificate (EPC): Current Rating D

Additional Fees

Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

Buyer's Premium: £1140 inc VAT

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

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Residential

19

22 Commercial Street, Queensbury, Bradford, West ron shire BD13 2HP

*GUIDE PRIC

£4 0 0 + (s fe

The two clooms of by light terrace would make a good as a composition to buy to let portfolio. The property is located in the centre of Queensbury with good access to the local amenities and transport links. The property has central heating, double glazing and is decorated to a good standard throughout. According to Rightmove, at the time of writing, this was the cheapest available two bedroom house in the whole of BD13!

Description:

Basement: Cellars

Ground Floor: Hall, living kitchen

First Floor: Landing, two bedrooms and shower room

Additional Fees

Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

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

Mixed Use

*GUIDE PRICE:

auctionhouse.co.uk/westyorkshire

*Description on Auction Information page





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



Description:

Basement: Storage

Ground Floor: Sales area and kitchen

and restaurants on the doorstep.

£100,000 + (plus fees)

First Floor: Living room, dining kitchen and bathroom

3/3a Fountain Street, Morley, Leeds, West Yorkshire LS27 9AA

This fully let mixed use investment is currently producing £9,840 per annum and includes a long-standing tenant of four years to the ground floor and fifteen years in the two bedroom flat above.Likely to be of interest to investors seeking strong returns and possibly looking to diversify their portfolio.The property is located in the popular town of Morley in South Leeds with a range of shops, bars

Second Floor: Two bedrooms and a room

Additional Fees

Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

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









Tenure: See legal pack
Local Authority: Calderdale Council
Energy Performance Rating (EPC): Current Rating E

Residential

21

1 Hope Hall Terrace, Halifax, West Yorkshire HX1 2JX

*GUIDE PRICE

£75,000 + (plus fees)

An Extended Five Bedroomed End Terraced Property over Four Floors

This property offers accommodation over four floors. Located less than 1 mile from Halifax Town Centre and close to amenities and Transport Links including Halifax Railway Station. Briefly comprises Hall, Open Plan Lounge/Kitchen/Dining Area, Five Bedrooms all including Shower Rooms/En-Suite, a Bathroom and a Basement. Please note there may be contents remaining in the property upon completion.

Please note there is a further buyers premium of £1,140 inc VAT payable on this lot.

Description

Ground Floor: Entrance Vestibule, Hall, Open Plan Lounge/Kitchen/Dining Area, Bedroom Five with En-Suite Shower Room

First Floor: Landing, Bedroom One with En-Suite, Bedroom Two with Shower Room, Bathroom

Second Floor: Landing, Bedroom Three with En-Suite, Bedroom Four with En-Suite

Basement: Room plus Storage Cupboard housing the boiler

Additional Fees

Buyer's Premium: Please note there is a further buyers premium of £1,140 inc VAT payable on this lot.

 $\label{lem:Administration Charge: Purchasers will be required to pay an administration fee of 0.6\% inc VAT, subject to a minimum of £1080 inc VAT$

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

auctionhouse.co.uk

*Description on Auction Information Page









Ground Floor: Living room, kitchen and bathroom

First Floor: Bedroom
Second Floor: Bedroom
Externally: Yard to the front

Additional Fees

Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

Search Fees: £200 inc VA

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

22

Residential

23 France Street, Soothill, Batley, West Yorkshire WF17 6NU

*GUIDE PRICE:

£35,000 - £40,000 (plus fees)

This two bedroom terrace has been reconfigured in recent months with a new bathroom and kitchen having been installed. As you can see from the photographs, there is still some work to do but it should make an ideal buy to let investment once finished. The property is located on a quiet street facing the local park. Leasehold Information: 999 years from Dec 1957. Service Charge: Nil. Ground Rent: £7 per annum. The property will be sold as seen with all contents, fixtures and fittings included.

ionhouse.co.uk/westyorkshire





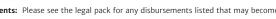




Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

Search Fees: £200 inc VAT

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







Tenure: Leasehold Local Authority: Bradford Metropolitan District Council Energy Performance Certificate (EPC): Current Rating C



Additional Fees

Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

Buyers Premium: £480 inc VAT Search Fees: £200 inc VAT

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

Residential Investments

26 Nowell Mount, Leeds, West Yorkshire LS9 6HW

*GUIDE PRICE:

£55,000 - £65,000 (plus fees)

This 4 bed through terrace with central heating and double glazing is currently let and producing an annual income on £6,300. That equates to a yield in excess of 11% based on the lower guide price. The current tenant has lived in the property for three and a half years. The property is located in Harehills, Leeds and is just a short walk from the many shops and amenities in the area. According to Rightmove, at the time of writing, this was the cheapest 4 bedroom house in the whole of Leeds!

Description:

Ground Floor: Lounge and dining kitchen First Floor: Landing, two bedrooms and bathroom

Second Floor: Two bedrooms Externally: Yard to rear



Residential Investments

The Gatehaus, Leeds Road, Bradford, West Yorkshire BD1 5BL

*GUIDE PRICE:

£35,000 - £40,000 (plus fees)

This 2nd floor apartment, located within The Gatehaus development, is sure to appeal to the buy to let landlord. The property was let until recently and had been generating an income £6,420 per annum. Accommodation comprises large modern living kitchen, two double bedrooms, en-suite shower room and house bathroom. It also benefits from double glazing, electric heating and is tastefully decorated throughout. Also being sold with this apartment is the lease for a parking space which is located in the basement of the building. The development is very close to Bradford City Centre and only a short walk from the new Broadway shopping centre.

Description:

Second Floor: Hall, living/dining/kitchen, two bedrooms, ensuite shower room and bathroom.

Externally: Parking space to basement.









Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

Buyer's Premium: £1140 inc VAT



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



Mixed Use

45 Crown Street, Halifax, West Yorkshire HX1 1JB

*GUIDE PRICE £125,000 +

(plus fees)

A Mid Terraced Four Storey Town Centre Property Comprising Restaurant and 3 Apartments Producing £19,200pa/£1,600pcm

Occupying a prominent trading position within Halifax Town Centre this substantial fully let Grade II Listed property offers an excellent income for the investor looking to add variety to a portfolio. The Ground Floor, Mezzanine and Basement is Let as a Licensed Restaurant and Takeaway producing £7,800pa/£650pcm and the upper three floors comprise 3 self contained studio apartments Let under the terms of an AST at £4,200pa/£350pcm each. The property offers an excellent return at this Guide Price. See legal pack for copies of tenancy agreements.

Description & Tenancies

Not inspected by Auction House West Yorkshire however the vendor has provided the following Gross Internal Areas Basement: Kitchen, Preparation & Storage

Ground Floor: Restaurant & Bar

Mezzanine Floor: Restaurant –Let to E A Junghietoru Trading as Edward Cuisine for a term expiring on 1st April 2025 at a rental of £7.800pa/£650pcm.

First Floor: Studio Apartment - Let under an AST at a rental of £4,200pa/£350pcm. Second Floor: Studio Apartment - Let under an AST at a rental of £4,200pa/£350pcm. Third Floor Studio Apartment - Let under an AST at a rental of £4,200pa/£350pcm.

Additional Fees

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

Tenure: See Legal Pack Local Authority: Calderdale Metropolitan Borough Council Energy Performance Rating (EPC): Current Rating E

*Description on Auction Information Page

Queensbury, Bradford BD13 2SL *GUIDE PRICE:

£30,000 + (plus fees)

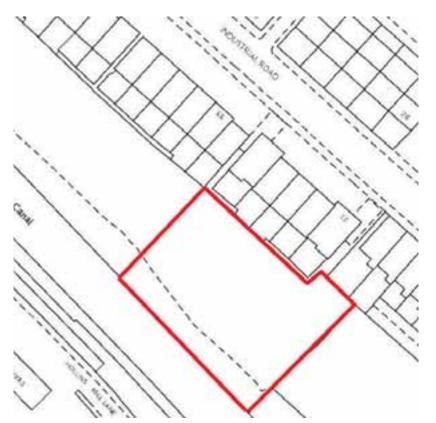
Residential

This one bedroom ground floor apartment, set within a converted mill in Queensbury, will appeal to the buy to let landlord or local resident. The property features a modern living kitchen, electric heating, double glazing and attractive exposed stone walls. There is a lift in the building, intercom entry system and ample parking for residents. Please refer to the legal pack for leasehold details. Please note: A 14 day completion applies to this lot and the buyer will be required to pay the exchange deposit from cleared funds.

2 Highgate Mill, Highgate Mill Fold,

Description:

Ground Floor: Communal entrance. Hallway, lounge, kitchen, bedroom and bathroom.



Land

25

Land to the Rear of 17 - 29 Industrial Road, Sowerby Bridge, West Yorkshire HX6 2RB

*GUIDE PRICE

£10,000 - £20,000 (plus fees)

A Parcel of Land with Canal Frontage

The land, more particularly shown edged red on the attached plan is situated to the rear of 17 - 29 Industrial Road and with a frontage to the Rochdale Canal. The adjoining area is densely populated so this is sure to be of interest to nearby occupiers as well as the boating community. The site is landlocked so there is no vehicular or pedestrian access.

Please note there will be an additional Buyers Premium of £1,500 including VAT in respect of this Lot.

Tenure: See Legal Pack

Local Authority: Calderdale Metropolitan Borough Council

Energy Performance Rating (EPC): N/A

Additional Fees

Buyers Premium: Please note there will be an additional Buyers Premium of £1,500 including VAT in respect of this Lot.

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £1080 inc VAT

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

auctionhouse.co.uk

*Description on Auction Information Page



Residential



Flat 1 Coach House, Coach Lane, Cleckheaton, West yorkshire, BD19 3LT

*GUIDE PRICE:

£30,000 - £35,000 (plus fees)

This immaculate one bedroom ground floor apartment has been lovingly restored in recent months and is ready to move into with all furnishings, decorations and light fittings included as part of the sale. Sure to be of interest to an owner occupier or buy to let investor looking to add to their portfolio. The property is located in Cleckheaton just 0.2 miles from all the shops and amenities in the town centre and one mile from the M62 motorway. Service Charge £200paLength of Lease 84 years unexpired Ground rent £500pa The property will be sold as seen with all contents, fixtures and fittings included



Description:

Basement Storage:

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

Tenure: Leasehold Local Authority: Bradford Metropolitan District Council Energy Performance Certificate (EPC): Current Rating E

Additional Fees

Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

Search Fees: £200 inc VA

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

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Land



Land at Hope Street, Sowerby Bridge, West Yorkshire HX6 3PN

*GUIDE PRICE

£35,000 - £45,000 (plus fees)

In an elevated position above the popular Calder Valley village of Sowerby Bridge, is a development opportunity with planning permission for a 4/5 bedroom detached executive family home. Once built the property will provide accommodation across four floors with a large garage and off street parking. A balcony on one of the upper floors provides an excellent vantage point to take in the extensive views. Please note that the existing planning permission is due to expire on 10/01/2020, interested parties must satisfy themselves with the local authority regarding their proposed use of the land. Planning permission was also previously granted for a pair of semidetached houses (now lapsed), therefore options maybe available for the successful hidder.

Tenure: See legal pack Local Authority: Calderdale Council

Energy Performance Rating (EPC): N/A

Additional Fees

Residential

*GUIDE PRICE:

 $\bf Administration\ Charge:$ 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT.

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

Apt 12 Peploe House, 6 Nab Lane, Bradford, West Yorkshire BD18 4ÉH

This one bedroom second floor apartment is well presented and would make an excellent first time purchase or buy to let investment.

Peploe House provides a leafy setting within well-kept and established communal gardens. In addition there is an allocated parking space within the car park. The apartment is well placed for an excellent array of amenities in nearby Saltaire including shops, transport links, bus routes and Saltaire railway station. Leasehold Information: 125 years from 1st January 2006. Service Charge: 2018/

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*Description on Auction Information Page





2019 £191.72 per quarter. Ground Rent: TBC. **Description:**

Ground Floor: Communal entrance

£55,000 + (plus fees)

Second Floor: Living kitchen, shower room, bedroom. Externally: Communal gardens and allocated parking space

Tenure: Leasehold Local Authority: Bradford City Council Energy Performance Certificate (EPC): Current Rating C

Additional Fees

Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit.

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



Residential Investments

27a

19 Tilbury Terrace, Leeds, West Yorkshire LS11 oDA

*GUIDE PRICE:

£55,000 - £65,000 (plus fees)

This back to back terrace in Holbeck, close to Leeds city centre, will appeal to the buy to let landlord. The property comprises of a two bedroom terrace and a basement studio flat. Both units are tenanted until July 2020 and are generating a combined income of £10,960 per annum. This equates to a return of 20% based on the lower guide price. Auction House have not inspected and details will be updated once access has been gained.

Description:

Lower Ground Floor : Studio flat **Ground Floor :** Lounge and kitchen

First Floor: Landing, bedroom and bathroom

Second Floor: Bedroom

Tenure: Freehold

Local Authority: Leeds City Council

Energy Performance Certificate (EPC): Current Rating D

Additional Fees

Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

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

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*Description on Auction Information page

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Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

Description:

*GUIDE PRICE:

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











Additional Fees

Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

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

Residential Investments

Residential Investments

Apt 2 Talbot Mills, Well Lane, Batley, West Yorkshire WF17 5HQ

£25,000 - £30,000 (plus fees)

Ground Floor: Hall, living kitchen, bedroom and bathroom.

annum Ground rent - £600 per annum

This one bedroom ground floor apartment in Batley town centre will appeal to the buy to let landlord. The property is currently tenanted generating an income of £4,200 per annum which equates to a gross yield in excess of 16%, based on the lower guide price. The property has a substantial living area, modern kitchen, bathroom and double bedroom. It also benefits from storage heaters, double glazing and neutral décor throughout. Auction House are also offering Flat 11 Talbot Mills within our December catalogue should anyone wish to buy both. Lease - 103 years remaining Service charge - £1,000 per



Apt 11 Talbot Mills, Well Lane, Batley, West Yorkshire WF17 5HQ

*GUIDE PRICE:

£25,000 - £30,000 (plus fees)

This one bedroom ground floor apartment in Batley town centre will appeal to the buy to let landlord. The property is currently tenanted generating an income of £4,200 per annum which equates to a gross yield in excess of 16%, based on the lower guide price. The property has a substantial living area, modern kitchen, bathroom and double bedroom. It also benefits from storage heaters, double glazing and neutral décor throughout. Auction House are also offering Flat 2 Talbot Mills within our December catalogue should anyone wish to buy both.Lease - Seller advises us there are 103 years remaining. Service charge - £1,000 per annum. Ground rent - £600 per annum.

Ground Floor: Hall, living kitchen, bedroom and bathroom



Residential

16 Oliver Street, Mexborough, South Yorkshire S64 9NW

*GUIDE PRICE

£35,000 - £45,000 (plus fees)

A Two Bedroomed, Plus Attic Room, Mid Terraced Property

The property is close to Mexborough Town Centre and would be ideal for first time buyers or buy to let landlords. Whilst not inspected we believe the property to comprise cellar, lounge, kitchen/diner, two bedrooms, a bathroom and an attic room with the benefit of gas central heating and double glazing

Description

Cellar: Storage

Ground Floor: Lounge, Kitchen/Diner

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

Second Floor: Attic Room

Outside: There is a courtyard to the rear of the property

Tenure: See Legal Pack

Local Authority: Doncaster Metropolitan Borough Council Energy Performance Rating (EPC): Current Rating E

Additional Fees

Administration Charge: Purchasers will be required to pay an administration fee of 0.6% inc VAT, subject to a minimum of £1080 inc VAT

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



Commercial



35-37 Chapletown, Pudsey, Leeds, West Yorkshire LS28 7RZ

*GUIDE PRICE:

£145,000 + (plus fees)

This vacant double-fronted retail unit totals approximately 337 m sq (3,627 sq ft) and is sure to be of interest to investors and developers looking for their next project. Planning permission has been granted allowing a conversion of the shop into four two-bedroom apartments. Further information can be found on the Leeds Planning Portal by searching reference number 17/06967/FU. The property is located on an established parade in Pudsey with good access to both Leeds and Bradford city centres.







Additional Fees

Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

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

auctionhouse.co.uk/westyorkshire

Local Authority: Leeds City Council

Tenure: Freehold





Tenure: Leasehold Local Authority: Wakefield Metropolitan District Council Energy Performance Certificate (EPC) Current rating,

Residential Investments

41A Linton Road, Wakefield, West Yorkshire, WF1 4HH

*GUIDE PRICE:

£33,000 + (plus fees)

This one bedroom first floor apartment in Wakefield will appeal to those looking for a stable income. The property is let to a longstanding tenant of eight years and is generating an income of £4,320 per annum. This equates to a return in excess of 13% based on the guide price. Auction house have not inspected the property but the seller has advised that the property that basic internal fixtures and fittings.

First Floor: Lounge, kitchen, bedroom and bathroom-Not Inspected.

Additional Fees

Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

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

auctionhouse.co.uk/westyorkshire

*Description on Auction Information page





Tenure: Leasehold
Local Authority: East Riding of Yorkshire Council
Energy Performance Certificate (EPC): Current Rating C



Residential

Flat 4 Beach House, 11 Albion Terrace, Bridlington, East Yorkshire YO15 2PJ

*GUIDE PRICE:

£40,000+ (plus fees)

This self-contained one bedroomed apartment is on the second floor of a large property which is part of an imposing terrace that is only approximately 100 yards from Bridlington's seafront and the North Beach. The flat offers compact accommodation, which is gas centrally heated and uPVC double glazed with the attraction of side views to the sea from the windows of the kitchen and living room. An excellent opportunity to purchase a seaside property and ideal holiday home or letting unit.Please refer to the legal pack for leasehold information. Please note: A 14 day completion applies to this lot and the buyer will be required to pay the exchange deposit from cleared funds.

Description:

Second Floor: Hallway, living room, kitchen, bedroom and bathroom.

Additional Fees

Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

Buyer's Premium: £1140 inc VAT

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

auctionhouse.co.uk/westyorkshire



LANDLORDS AND THE ELECTION

As a landlord you may be forgiven for feeling a bit battered and negative about prospects.

Our views have not changed in over 30 years of managing and owning buy to let properties.

There is still a fundamental under supply of rented property and the idea that any political party can wave a magic wand and solve these issues is nonsense.

Our advice is very simple at Jane Wetherop Ltd. We have been working with Landlords, Banks, Solicitors and asset managers for years and we provide the day to day management that is required to ensure that you can make money out of your investment. Because we are passionate about renting we recognise that working with tenants and bodies such as local Councils is not only a legal requirement but, also good business.

We never charge money in advance - we only get paid if we achieve.

As an approachable family owned and run business, we have always attempted to foster long term relationships and if you share our long term views about property do not hesitate to get in touch.

We source properties for investors, we manage distressed situations where a very prompt response is required and you can rely on common sense down to earth advice.

CALL US NOW ON 0113 279 4040

dave@wetherop-properties.co.uk | bill@wetherop-properties.co.uk www.wetherop-properties.co.uk







Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

Residential

*GUIDE PRICE:

3E The Crescent, Selby North Yorkshire, YO8 4PU

This vacant top floor studio apartment, located in the heart of Selby town centre, is sure to appeal to the buy to let landlord. There are five units within this substantial terrace and it enjoys amazing views of Selby Abbey. The property has a separate kitchen, central heating, double glazing and would now benefit from redecoration before being rented. The property may have the potential to become a high yielding investment. Please refer to the legal pack for details regarding the lease, service charges and ground rent. Please note: The completion date for this property is the 30th December 2019.

Third Floor: Living area, bedroom area, kitchen and bathroom

£30,000 + (plus fees)

Buyer's Premium: £1140 inc VAT

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





Tenure: Leasehold **Energy Performance Certificate (EPC):** Current Rating Exempt



Additional Fees

Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080,00 inc VAT in addition to the deposit

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



Commercial

Red Bus Cafe, York Road, Leeds, West yorkshire, LS14 3AE

*GUIDE PRICE:

£15,000 - £20,000 (plus fees)

Most will have eaten here at some point and those that haven't will have surely driven past. We are now offering you the chance to acquire this famous Leeds land mark, The Red Bus Cafe. Sure to be of interest to investors and those looking to set up their own business, the premises comprise a fully fitted double decker bus with ground floor kitchen and upstairs seating area. We have been advised that it was last rented at £6,600 per annum suggesting a gross return of 44% would be possible based on the lower guide price. There are no mains facilities available, however power to the Red Bus Cafe is by way of a generator housed in the container, also included as part of the sale. The premises are conveniently situated immediately off the A64 York Road to the North East of Leeds and in close proximity to the A1 national motorway which in turn provides access onto the M62 east bound. The property will be sold as seen with all contents, fixtures and fittings included.Ground rent: £650 per annum. Please refer to the legal pack for service charge and length of lease.

Description:

Ground Floor: Entrance and kitchen.

Externally: A container providing storage

auctionhouse.co.uk/westyorkshire







Residential for improvement



5 Swaine Hill Terrace, Yeadon, Leeds, West Yorkshire LS19 7HD

*GUIDE PRICE:

£150,000 + (plus fees)

This four bedroom back to back terrace in Yeadon is a sizeable project for an investor/builder. The property occupies an enviable position, overlooking the local green, and is now in need of a full scheme of refurbishment. Currently, the two bedrooms on the second floor are accessed via the bathroom on the first floor. Buyers should look to relocate the bathroom and reconfigure the first floor layout to overcome this. The property also has two large cellar rooms which could be converted into additional living space. Externally, there is a garden to the front and on street parking. The property will be sold as seen with all contents, fixtures and fittings included.

Description:

Lower Ground Floor : Three cellar rooms **Ground Floor :** Hall, lounge and dining kitchen **First Floor :** Landing, two bedrooms and bathroom

Second Floor: Two bedrooms **Externally**: Garden to front

Additional Fees

Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

Search Fees: £200 inc VAT

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

auctionhouse.co.uk/westyorkshire

*Description on Auction Information page





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



Residential for improvement

35

8 West Lodge Gardens, Leeds, West Yorkshire LS7 3NY

*GUIDE PRICE:

£210,000 + (plus fees)

This three bedroom semi-detached property has been neglected in recent years and is now in need of refurbishment throughout. The last property to sell on the street achieved £295,000 in September 2018 suggesting there is potential for a significant uplift in the value once the necessary works have been undertaken. The property is located just 0.2 miles from the centre of Chapel Allerton offering a wide range of bars, restaurants and amenities. Internal photographs will be added once the property has been cleared. The property will be sold as seen with all contents, fixtures and fittings included

Description:

Ground Floor: Living room with dining area and kitchen. **First Floor:** Landing, three bedrooms and a bathroom with seperate

Externally: The property has a driveway to the side with gardens front and rear

Additional Fees

Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £1080.00 inc VAT in addition to the deposit

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

auctionhouse.co.uk/westyorkshire

NON-ATTENDING BID OR TELEPHONE BID

Please also sign and return the reverse side of this form



AUTHORISATION FOR BIDDING BY PROXY OR TELEPH	ONE Proxy Telephone
Full Name (s):	
Name of Company (if applicable):	
Of (address):	
	Postcode:
Tel:	Mobile:
Email:	
I hereby authorise Auction House to bid on my behalf for the property I confirm that I have read and understood all the Conditions of Sale a overleaf.	
PROPERTY AND BID DETAILS	
Lot No.: Date of Auction:	
Property Address:	
My maximum bid will be: £	
(amount in words):	
DEPOSIT (tick as applicable)	
Administration Charge of 0.6% inc. VAT of the purchase price page states otherwise) plus Buyers Premium if applicable. Che OR For A Telephone Bid - I attach a blank cheque/bank transfer t will be made out for 10% of my telephone bid or £5,000, whi	o be completed by the Auctioneer if my bid is successful. The cheque chever is the greater, plus an Administration Charge of 0.6% inc. including VAT (unless the Lot page states otherwise) plus Buyers
I hereby authorise Auction House to undertake Proof of Identification	checks using the information provided.
Date of Birth Period living at current a	ddress NI Number
Passport Number	
Driving Licence Number	
Previous address if less than 6 months	
SOLICITORS	
My solicitors are:	
Of (address):	
	Postcode:
Tel: Per	rson Acting:
If my bid is successful, I authorise the Auctioneer to sign the Memorandum of S bound purchaser of the property referred to above and must complete the purc Conditions of Sale if the property is sold by the Traditional Auction Method.	
I enclose original photo Identification or certified copy of the same (passpo	rt, driving licence) and a utility bill not more than 3 months old.
Signed:	Date:

TERMS AND CONDITIONS FOR TELEPHONE BIDS AND BIDDING BY LETTER

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

- 1. The bidder must complete a separate authority form for each Lot involved, and provide a bankers draft, solicitor's client's account cheque, bank transfer or personal cheque for 10% of the maximum amount of the bid for each Lot. Please note the minimum deposit for any bid is £5,000 PER LOT.
- 2. The bidder must upload Proof of Identity in the form of a scan of a driving licence or passport, and a scan of a utility bill to the Auctions Passport Service that accesses the property's Legal Pack. Also you authorise Auction House to undertake a search with Smart Search for the purpose of verifying your identity. To do so Smart Search may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.
- 3. The form must be sent to, or delivered to: Written & Telephone Bids, Auction House, 1 Feast Field, Horsforth, Leeds LS18 4TJ to arrive before 6pm two working days prior to the start of the auction. It is the bidders responsibility to check that the form is received by Auction House and this can be done by telephoning the office.
- 4. In the case of a telephone bid the prospective purchaser should provide a blank cheque in the name of the purchaser which the Auctioneer will complete on behalf of the prospective purchaser if the prospective purchaser is successful in purchasing the relevant property for 10% of the purchase price, plus the administration charge or in accordance with the General or Special Conditions of Sale relating to the lot.
- 5. The bidder shall be deemed to have read the "Important Notice to be read by all bidders"; the particulars of the relevant Lot in the catalogue the general and special conditions of sale. The bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum of any amendments relating to the relevant Lot. Announcements can and should be checked by bidders on the day before the auction. However, the Auctioneers will advise the bidders of any announcements as soon as possible prior to the Auction.
- 6. In the case of a written bid, Auction House staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted, Auction House reserve the right not to bid.
- 7. Auction House reserve the right not to bid on behalf of written bidders, in the event of any error, doubt, omission, uncertainty as to the bid, any failure to validate Proof of Identification, or for any reason whatsoever and give no warranty, or guarantee, that a bid would be made on behalf of the bidder and accept no liability.
- 8. In the event that the written or telephone bid is successful, the Auctioneer will sign the Memorandum of the Contract on behalf of the bidder (a Contract would have been formed on the fall of the hammer).
- 9. In the event of a Contract, the deposit monies will be applied so far as necessary to meet the requirement for a 10% deposit (minimum £5,000) and the balance of the deposit (if any) will be held by the vendors solicitor pending completion. An Administration charge of 0.6% inc VAT of the purchase price, subject to a minimum of £1080.00 including VAT should be added to the deposit cheque or a separate cheque should be made payable to Auction House (West Yorkshire) Ltd.
- 10. In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
- 11. The Auctioneer will make no charge to a prospective purchaser for this service and will accept no liability whatsoever for any bid not being made on behalf of the prospective purchaser whether through lack of clarity of instructions or for any other reason whatsoever. Prospective telephone purchasers will not hold Auction House liable for any loss or claims relating to the telephone bidding system. The prospective purchaser will be advised if the relevant lot has been successfully purchased on his behalf as soon as possible after the auction. Where the lot has not been purchased the prospective purchaser will be notified by post and the deposit returned as soon as reasonably possible.
- 12. Once delivered to the Auctioneers, the authority to bid is binding on the bidder on the day on which the particular Lot is auctioned. This is to allow for the possibility of a Vendor agreeing to sell post auction where the bidding has not reached the reserve.
- 13. The authority can only be withdrawn by notification in writing delivered to Auction House at their office two hours before the start of the auction on the day the relevant Lot is scheduled to be auctioned, or by delivery into the hands of the Auctioneer in the auction room half-an-hour before the start of that day's auction. It is the bidders responsibility to obtain a receipt on a copy of the withdrawal notification signed by one of the Auctioneers and without such a receipt the authority stands, any successful Contract is binding on the bidder.
- 14. If the bidder, or an agent, actually bids at the auction without having previously withdrawn the authority, the Auctioneer is at liberty to accept such bid in addition to any bid from Auction House staff as empowered under the written authority. Auction House will have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
- 15. Prospective purchasers are advised in respect of telephone bids should they become disconnected during bidding or are unobtainable, Auction House will not be held responsible or liable for any loss suffered in respect thereof. I hereby confirm that I have read and understood the above terms and conditions to bid by letter.

Ciamad.	Data	
Signed:	 	

ANTI-MONEY LAUNDERING EXPLAINED

Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017

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

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

The Documentation you must bring with you to the Auction

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

List A – Evidence of Identity (inc Photograph)

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

List B – Evidence of Residence (and your Name)

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

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

Bidding/Buying on behalf of another party

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

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

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

Matching an Identified Buyer with source of funds

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

Auction Passport

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

Electronic Anti-Money Laundering Checks

Auction House West Yorkshire have also set up a facility with ETSOS to undertake electronic AML checks and will use the service to further verify all successful buyers and those for whom we provide remote bidding services. It will include a search with Experian who may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.

Queries and Contacting Us

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

1 Feast Field, Horsforth Leeds LS18 4TJ

(0113) 393 3482

Edge View House, Salmon Fields Business Village Royton OL2 6HT

**** 01484 411069

► huddersfield@auctionhouse.co.uk

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

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

- 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 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.

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

Wherever it makes sense

- 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.

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

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

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

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.

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.

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.

One of the auction conduct conditions or sales conditions.

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 Inspace and the due 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 indebtness (not including a rentcharge).

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.)

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).

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

Particulars

The corticulars

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

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.

ale 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 rec

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.

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

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").

Transfer of Undertakings (Protection of Employment) Regulations 2006.

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

INTRODUCTION

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

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

OUR ROLE

- OUR ROLE

 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.

 Our decision on the conduct of the auction is final.

 We may cancel the auction, or alter the order in which lots
- 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. 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 lose.

BIDDING AND RESERVE PRICES

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

 We may refuse to accept a bid. We do not have to explain
- If there is a dispute over bidding we are entitled to resolve it, and our decision is final.

 Unless stated otherwise each lot is subject to a reserve price (which may be fixed just before the lot is offered for sale). If
- (Which may be rixed 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.

 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.
- seller.

 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

THE PARTICULARS AND OTHER INFORMATION

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. If the special conditions do not contain a description of the

If the special contains 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.

- or a legal contract.
 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. 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. document.

THE CONTRACT

- 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.
- make the successful bid for a lot.
 You are obliged to buy the lot on the terms of the sale memorandum at the price you bid plus VAT (if applicable).
 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.
 If you do not we may either:
 (a) as agent for the seller treat that failure as your

(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 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

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.

- We may retain the sale memorandum signed by or on behalf of the seller until the deposit has been received in cleared
- 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.
- Where the buyer is a company you warrant that the buyer is properly constituted and able to buy the lot.

EXTRA AUCTION CONDUCT CONDITIONS

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 Glossan

THE LOT

- 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.
- The lot is sold subject to any tenancies disclosed by the special conditions, but otherwise with vacant possession on completion.
- 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.
 - 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 (c) notices, orders, demands, proposals and requirements of
 - (d) induces, orders, definations, 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) outgoings 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.
- know about.

 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.

 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.
- The lot does not include any tenant's or trade fixtures or
- 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.
- The **buyer** buys with full knowledge of: (a) the documents, whether or not the buyer has read them;

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(b) the physical condition of the lot and what could reasonably be discovered on inspection of it, whether or not the buyer has inspected it.

The buyer is not to rely on the information contained in the

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.

- 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). 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.
- 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.
- to the person entitled to it under the sale conditions. 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. Interest earned on the deposit belongs to the seller unless the sale conditions provide otherwise.

 BETWEEN CONTRACT AND COMPLETION

 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;

 - 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 to be nell'at the

- 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. 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.
- Section 47 of the Law of Property Act 1925 does not apply. Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion.

TITLE AND IDENTITY

- 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.
- 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.

 - 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. 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
 - (i) the application for registration of title made to the land registry;
 (ii) the documents accompanying that application;
 (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
 (iv) a letter under which the seller or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the buyer.

 (e) The buyer has no right to object to or make requisitions on any title information more than seven business days after that information has been given to the buyer.

 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):
- 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
 - these are to be treated as willing 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.

- The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract. 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. The seller (and, if relevant, the buyer) must produce to each other such confirmation of, or evidence of, their identity and that of their mentances and attempts (if any) as is processed.
- 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.

- Unless a form of transfer is prescribed by the special conditions:
 - 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 65.2 applies) five business days before that date
 or (if later) two business days after the draft has been
- (b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer.

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

COMPLETION

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

 Payment is to be made in pounds sterling and only by:
- (a) direct transfer to the seller's conveyancer's client account;
- (b) the release of any deposit held by a stakeholder.
- 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
- 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.

 Where applicable the contract remains in force following completion.

NOTICE TO COMPLETE

- NOTICE TO COMPLETE

 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.

 The person giving the notice must be ready to complete. 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;
- - stakeholder.
 - (c) forfeit the deposit and any interest on it; (d) resell the lot; and
- (d) resell the lot; and (e) claim damages from the buyer. If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has: (a) terminate the contract; and (b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.

 IF THE CONTRACT IS BROUGHT TO AN END

- 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.

LANDLORD'S LICENCE

- Where the lot is or includes leasehold land and licence to assign is required this condition G9 applies. The contract is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully
- 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.
- 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.
- The buyer must:
 - (a) promptly provide references and other relevant information; and
- information; and (b) comply with the landlord's lawful requirements. 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.

INTEREST AND APPORTIONMENTS

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.
- Income and outgoings are to be apportioned at actual completion date unless:
 - (a) the buyer is liable to pay interest; and
 - (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.
- 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;

 - 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 data when the appoint is known. of the date when the amount is known.

ARREARS

Part 1 Current rent

- "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.
- 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.
- Parts 2 and 3 of this condition G11 do not apply to arrears of G11.3 current rent.

Part 2 Buyer to pay for arrears

- Part 2 Buyer to pay for arrears
 Part 2 of this condition G11 applies where the special
 conditions give details of arrears.

 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.

 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
 Part 3 of this condition G11 applies where the special conditions:
 - (a) so state: or
- (b) give no details of any arrears. While any arrears due to the seller remain unpaid the buyer must:

 - 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.
 - 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.

 Where the seller has the right to recover arrears it must not without the buyer's written consent bring insolvency
- without the **buyer's** written consent bring insolvency proceedings against a tenant or seek the removal of goods from the **lot**.

MANAGEMENT

- This condition G12 applies where the lot is sold subject to
- This condition of a appries where the lot is 2000 2000, tenancies.

 The seller is to manage the lot in accordance with its standard management policies pending completion.

 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 fenancy: or a new tenancy or agreement to grant a new
 - 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.

RENT DEPOSITS

- 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.
- 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. 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)

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in which the buver 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:
- (c) give such direct covenant to the tenant; and (d) give such direct covenant to the tenant as may be required by the rent deposit deed.

WAT
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.
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.

TRANSFER AS A GOING CONCERN 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

- treated as a transfer or a going concern, and
 (b) this condition G15 applies.

 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.

 The hungr confirms that:
- not be revoked before completion.
 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. 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

 - (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
- The buyer confirms that after completion the buyer intends
 - (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
- VAI on them
 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

 - (A) the buyer must within his business days in receipt of the VAT invoice pay to the seller the VAT due; and id 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.

- CAPITAL ALLOWANCES
 This condition G16 applies where the special conditions state that there are capital allowances available in respect of the
- lot. 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. The value to be attributed to those items on which capital allowances may be claimed is set out in the special conditions.
- 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.

MAINTENANCE AGREEMENTS

- 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.
- The buyer must assume, and indemnify the seller in respect of, all liability under such contracts from the actual completion date.

LANDLORD AND TENANT ACT 1987

- This condition G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act
- 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. G18.2

- SALE BY PRACTITIONER
 This condition G19 applies where the sale is by a practitioner either as seller or as agent of the seller.
 The practitioner has been duly appointed and is empowered to sell the lot.
- to sell the lot. 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.
- - 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.

- Where relevant:
 - wnere 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 1025

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

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

 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.

 - the buyer on completion.

 The buyer is to keep the seller indemnified against all liability for the Transferring Employees after completion.

ENVIRONMENTAL

- This condition G21 only applies where the special conditions
- The seller has made available such reports as the seller has as to the environmental condition of the lot and has given the buyer the opportunity to carry out investigations (whether or not the buyer has read those reports or carried out any investigation) and the buyer admits that the price takes into account the environmental condition of the lot.
- The buyer agrees to indemnify the seller in respect of all liability for or resulting from the environmental condition of the lot.

SERVICE CHARGE

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

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

 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.

 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
 - (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 ten
- 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. 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.
- 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.

RENT REVIEWS

- 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.
- 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.
- ronsent not to be unreasonably withheld or delayed.
 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.
 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.
 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.

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

TENANCY RENEWALS

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

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

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

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

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

WARRANTIES

- Available warranties are listed in the special conditions.
- Where a warranty is assignable the **seller** must:
- where a warranty is assignable the seller must:

 (a) on completion assign it to the buyer and give notice of assignment to the person who gave the warranty; and (b) apply for (and the seller and the buyer must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by completion the warranty must be assigned within five business days after the consent has been obtained. If a warranty is not assignable the seller must after completion:
- G25.3 If
 - completion: (a) hold the warranty on trust for the buyer; and
 - (b) at the buyer's cost comply with such of the lawful instructions of the buyer in relation to the warranty as do not place the seller in breach of its terms or expose the seller to any liability or penalty.

NO ASSIGNMENT

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

REGISTRATION AT THE LAND REGISTRY

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

 (a) procure that it becomes registered at Land Registry as
 - proprietor of the lot;
 (b) procure that all rights granted and reserved by the lease
- (c) produce that all rights grained and reserved by the lease under which the lot is held are properly noted against the affected titles; and (c) provide the seller with an official copy of the register relating to such lease showing itself registered as proprietor.
- G27.2 This condition G27.2 applies where the lot comprises part of a registered title. The **buyer** must at its own expense and as soon as practicable:

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

NOTICES AND OTHER COMMUNICATIONS

- All communications, including notices, must be in writing. Communication to or by the seller or the buyer may be given to or by their conveyancers.
- A communication may be relied on if:
 - (a) delivered by hand; or
 - (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or (c) there is proof that it was sent to the address of the person
 - to whom it is to be given (as specified in the sale memorandum) by a postal service that offers normally to deliver mail the next following business day.
- - A communication is to be treated as received:
 (a) when delivered, if delivered by hand, or
 (b) when personally acknowledged, if made electronically;
 but if delivered or made after 1700 hours on a business day a communication is to be treated as received on the next
- communication is to be treated as received on the next business day. A communication sent by a postal service that offers normally to deliver mail the next following business day will be treated as received on the second business day after it has been posted.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

TOP AUCTION RESULTS - October 2019

South Yorkshire DN4 8BB

Guide: £30,000 - £35,000

Lot 2 - 24 Burton Avenue, Doncaster,

SOLD £48,500

Lot 1 - 22 Rydall Street, Holbeck, Leeds LS11 9LF Guide: £35,000 - £40,000



Lot 7 - 305 Harehills Lane, Leeds LS₉ 6AA Guide: £125,000+

SOLD £169,000

Lot 15 - Land at 55 Temple View

SOLD £5,500

Lot 21 - 5 Kensington Street,

Bradford BD8 9LZ

Guide: £70,000+

Terrace, Leeds LS9 9JE

Guide: £5,000 - £10,000



Lot 8 - 90 Bradford Road, Menston, Ilkley LS29 6BX Guide: £100,000+



Lot 17a - 3 Armley House, Kingsdale Court, Seacroft, Leeds LS14 1LW Guide: £20,000 - £25,000



Lot 24 - Land to the rear of 31-41 Industrial Road, Sowerby Bridge, Halifax Guide: £5,000 - £10,000



Lot 28a - 22 Chapel Hill, Morley, Leeds LS27 8JP Guide: £50,000 - £55,000



Lot 5 - 5 Landscove Avenue, Bradford BD4 oHX Guide: £50,000 - £60,000



Lot 10 - 20 Coach Road, Wakefield WF1 3EZ Guide: £90,000+



Lot 17b -7 Gillstead House, Kingsdale Court, Leeds LS14 1PY Guide: £20,000 - £25,000



Lot 26a - 29 Lee Street, Dewsbury WF13 3DJ Guide: £37,000+



Lot 29 - Land and garage at Springwell View, Birstall, Batley WF17 oDN Guide: £5,000 - £10,000



Lot 6 - 32 Raincliffe Road, Leeds Guide: £60,000+



Lot 14 - 223 Dewsbury Road, Beeston, Leeds LS11 5HZ Guide: £99,000+



Lot 18a - Flat 209 Cheapside Chambers, 43 Cheapside, Bradford BD1 4HP Guide: £25,000 - £30,000



Lot 27 - 280 Harehills Lane, Leeds LS₉ 7BD Guide: £110,000+



Lot 30 - 708 King Lane, Alwoodley, Leeds LS17 7AW Guide: £165,000+



Batley WF17 6AA Guide: £20,000 - £25,000 SOLD £41,000

Lot 27a- Land at Howard Street,



Going once...

The most suitable properties for auction include:

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

Auction dates:

5th February 2020

25th March 2020

13th May 2020

8th July 2020

2nd September 2020

21st October 2020

9th December 2020

auctionhouse.co.uk/westyorkshire

1 Feast Field, Horsforth Leeds LS18 4TJ

(0113) 393 3482

✓ info@ahwy.co.uk

Edge View House, Salmon Fields Business Village Royton OL2 6HT

C 01484 411069

→ huddersfield@auctionhouse.co.uk



PROPERTY AUCTION EXPERTS LOCALLY REGIONALLY NATIONALLY