

AUCTION HOUSE

WEST YORKSHIRE

Wednesday

23rd October 2019

2.00pm

Norman Hunter

Banqueting Suite

Leeds United Football Club

Elland Road Stadium

Leeds

LS11 0ES



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

Leeds, Bradford and Wakefield

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MESSAGE FROM THE AUCTIONEERS



JAMES PANK BSc (Hons) MRICS
DIRECTOR/AUCTIONEER

Welcome to our October auction

First though, I would like to look back at September, a record month for Auction House UK with the group selling more lots than ever before. In total, 526 properties were sold from 689 offered resulting in a success rate of 76% and sales proceeds of £54.5 Million.

Entries for the October auctions do seem to be a little lower than we have become accustomed to but there is still a healthy offering in Yorkshire with 43 properties available to choose from. Many of these were late entries so will this limit the prices we are able to achieve? Only time will tell.

My short list of ones to watch includes:

Lot 1 – A dated 2 bed back to back terrace less than a mile from our auction room. If you are looking for an affordable property you can add value to, perhaps this is the “1”.

Lot 13 – 2 properties, 13 bedrooms and 9 reception rooms. At £460,000 It's the most expensive lot in the auction but you certainly get “a lot” for your money!

Lot 30 – A commercial investment with a long standing tenant, good rental income and a sought after location. What's not to like?

Our final auction of the year is on the 11th of December. If you are keen to sell your property before the market and the weather cools, please get in touch with us now.

Good luck

James Pank
Director / Auctioneer

NEXT AUCTION DATES

11th December 2019 • 5th February 2020 • 25th March 2020 • 13th May 2020

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 23rd October 2019 2.00pm

Norman Hunter Banqueting Suite, Elland Road Stadium, Leeds LS11 0ES

LOT	ADDRESS	*GUIDE PRICE	LOT TYPE
1	33 Rydall Street, Leeds, West Yorkshire, LS11 9LF	£35,000 - £40,000	Residential for Improvement
2	24 Burton Avenue, Doncaster, South Yorkshire DN4 8BB	£30,000 - £35,000	Residential for Improvement
3	Flat 406 Cheapside Chambers, 43 Cheapside, Bradford, West Yorkshire BD1 4HP	SOLD PRIOR	Residential
4	2b Forest Avenue, Harrogate, North Yorkshire HG2 7JJ	£95,000+	Residential
5	5 Landscope Avenue, Bradford, West Yorkshire BD4 0HX	£50,000 - £60,000	Residential
6	32 Raincliffe Road, Leeds, West Yorkshire LS9 9LR	£60,000+	Residential
7	305 Harehills Lane, Leeds, West Yorkshire LS9 6AA	£125,000+	Commercial Investment
8	90 Bradford Road, Menston, Ilkley, West Yorkshire LS29 6BX	£100,000+	Residential for Improvement
8a	165 Leymoor Road, Golcar, Huddersfield, West Yorkshire HD7 4QX	£80,000 - £100,000	Residential for Improvement
9	Land to the side of Blackburn Close, Fairweather Green, Bradford, West Yorkshire BD8 0EY	£49,000+	Plots/Building Land
10	20 Coach Road, Wakefield, West Yorkshire WF1 3EZ	£90,000+	Residential
11	5 Ray Gate, Huddersfield, West Yorkshire HD3 3TF	£100,000 - £110,000	Residential
12	7 Ray Gate, Huddersfield, West Yorkshire HD3 3TF	£140,000 - £150,000	Residential
13	15 Park Drive & Mayland Mews, Bradford, West Yorkshire BD9 4DP	£460,000+	Residential for Improvement
14	223 Dewsbury Road, Beeston, Leeds, West Yorkshire LS11 5HZ	£99,000+	Commercial
14a	78 Silverhill Road, Bradford, West Yorkshire BD3 7JJ	£75,000 - £85,000	Residential
15	Land 55 Temple View Terrace, Leeds, West Yorkshire LS9 9JE	£5,000 - £10,000	Plots/Building Land
16	12 Surrey Street, Halifax, West Yorkshire HX1 3UF	£40,000 - £50,000	Residential
16a	Lionworks, Paternoster Lane, Bradford, BD7 3LP	£115,000	Commercial
17	300 Harehills Lane, Leeds, West Yorkshire LS9 7BG	SOLD PRIOR	Commercial Investment
17a	3 Armley House, Kingsdale Court, Seacroft, West Yorkshire LS14 1LW	£20,000 - £25,000	Residential for Improvement
17b	7 Gillstead House, Kingsdale Court, Leeds, West Yorkshire LS14 1PY	£20,000 - £25,000	Residential for Improvement
18	24 Russell Avenue, Hall Green, Wakefield, West Yorkshire WF4 3LU	£70,000+	Residential
18a	Flat 209 Cheapside Chambers, 43 Cheapside, Bradford, West Yorkshire BD1 4HP	£25,000 - £30,000	Residential Investment
19	178 Deighton Road, Deighton, Huddersfield, West Yorkshire HD2 1JJ	£100,000 - £120,000	Residential
20	3 Kensington Street, Bradford, West Yorkshire BD8 9LZ	£165,000+	Mixed Use
21	5 Kensington Street, Bradford, West Yorkshire BD8 9LZ	£70,000+	Mixed Use
22	Flat 3 16 Park Crescent, Armley, Leeds, LS12 3NL	£29,000	Residential Investment
23	6-8 Sackville Street, Bradford, West Yorkshire BD1 2AJ	£140,000+	Commercial Investment
24	Land to the Rear of 31 - 41 Industrial Road, Sowerby Bridge, West Yorkshire HX6 2RB	£5,000 - £10,000	Land
24a	2 Oakhill Road, Batley, West Yorkshire WF17 8JD	£95,000+	Mixed Use
25	41A Linton Road, Wakefield, West Yorkshire WF1 4HH	£35,000 - £40,000	Residential Investment
25a	1 & 2 Hollins Barn Cottage, Sutton Road, Thirsk, North Yorkshire YO7 2ER	£225,000+	Residential
26	25 George Street, Goldthorpe, Rotherham, South Yorkshire S63 9AY	£25,000 - £30,000	Residential Investment
26a	29 Lee Street, Dewsbury, West Yorkshire, WF13 3DJ	£37,000	Residential
27	280 Harehills Lane, Leeds, West Yorkshire LS9 7BD	£110,000+	Commercial
27a	Howard Street, Batley, West Yorkshire WF17 6AA	£20,000 - £25,000	Land
28	8 Laisteridge Lane, Bradford, West Yorkshire BD7 1RD	£125,000+	Residential for Improvement
28a	22 Chapel Hill, Morley, Leeds, West Yorkshire LS27 8JP	£50,000 - £55,000	Residential for Improvement
29	Land and garage at Springwell View, Birstall, Batley, West Yorkshire WF17 0DN	£5,000 - £10,000	Land
30	708 King Lane, Alwoodley, Leeds, West Yorkshire LS17 7AW	£165,000+	Commercial Investment
31	5 Swaine Hill Terrace, Yeadon, Leeds, West Yorkshire LS19 7HD	£150,000+	Residential for Improvement
32	322 Harrogate Road, Leeds, West Yorkshire LS17 6PE	£135,000+	Residential for Improvement

***Description on Auction Information page**



Tenure: Freehold

Local Authority: Leeds City Council

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

Additional Fees

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

1

**33 Rydall Street, Leeds,
West Yorkshire, LS11 9LF**

***GUIDE PRICE:**

£35,000 - £40,000 (plus fees)

This garden fronted two bedroom terrace in Holbeck will appeal to both the buy to let landlord and those looking for a renovation project. Having been owned by the same family since the 1950s the property is now in need of a full scheme of updating. There may be scope for the new owner to convert the loft into an additional bedroom, subject to planning permission, which would increase the value. According to Rightmove, at the time of writing, this was the cheapest two bedroom house in Leeds! The property will be sold as seen with all contents, fixtures and fittings included.

Description:

Cellars to basement:

Ground Floor: Lounge and kitchen.

First Floor: Landing, two bedrooms and bathroom.

Externally: Yard to front.

auctionhouse.co.uk/westyorkshire

[*Description on Auction Information page](#)



Tenure: Freehold

Local Authority: Doncaster Metropolitan Borough Council

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

Additional Fees

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

Residential for improvement

2

**24 Burton Avenue, Doncaster,
South Yorkshire DN4 8BB**

***GUIDE PRICE:**

£30,000 - £35,000 (plus fees)

This spacious through terrace has two reception rooms and three bedrooms but having been a much-loved family home for many years, would now benefit from some modernisation and refurbishment. The property is located on the outskirts of Doncaster town centre and is just over a mile from the local train station. The property will be sold as seen with all contents, fixtures and fittings included.

Description:

Ground Floor: Living room, dining room and kitchen.

First Floor: Three bedrooms and a bathroom.

Externally: Garden to the rear.

auctionhouse.co.uk/westyorkshire

[*Description on Auction Information page](#)



Residential

Flat 406 Cheapside Chambers, 43 Cheapside, Bradford, West Yorkshire BD1 4HP

***GUIDE PRICE:**
£25,000 - £30,000 (plus fees)

This well-presented 4th floor one bedroom apartment, in Bradford city centre, will appeal to the buy to let landlord. The property is currently generating an income of £4,800 per annum which equates to a yield in excess of 19%. The apartment has electric heating, double glazing, modern dining kitchen, large double bedroom and shower room. This is a relatively new development and is situated less than 0.25 miles from The Broadway shopping centre. Leasehold information: Please refer to the legal pack

Description:

Fouth Floor: Hall, living kitchen, bedroom and shower room.

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 £900.00 inc VAT in addition to the deposit

Search Fees: £200 inc VAT

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

auctionhouse.co.uk/westyorkshire

[*Description on Auction Information page](#)



Residential

2b Forest Avenue, Harrogate, North Yorkshire HG2 7JJ

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

This spacious two bedroom ground floor apartment has been converted in recent years and now offers any interested parties an immaculate space that is ready to move into. The property has a family bathroom and en-suite shower room off the master bedroom. It is located in Starbeck, Harrogate, close to many local shops and just a five minute walk to the train station. Leasehold Information: Remaining lease 248 years (approx). Service Charge & Building Insurance £750.00 per annum. Ground Rent £250.00 per annum.

Description:

Ground Floor: Living kitchen area, two bedroom, bathroom and a shower room.



Tenure: Leasehold

Local Authority: Harrogate Borough 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](#)



Tenure: Freehold

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

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

Residential

5

5 Landscope Avenue, Bradford, West Yorkshire BD4 0HX

***GUIDE PRICE:**

£50,000 - £60,000 (plus fees)

This three bedroom semi-detached home, being sold with vacant possession, will appeal to the buy to let landlord and property speculator. The property has been well maintained by the current owners and features a large modern dining kitchen, small conservatory, three good sized bedrooms as well as double glazing and central heating. Externally, the rear garden has been meticulously maintained and the property also benefits from a driveway to the front. The sellers advise us that they have a flexible agreement with the company that installed the solar panels to the property and additional information regarding this can be found within the legal pack. There are currently two similar properties under offer on the street, from asking prices of £90,000+, suggesting this is very competitively priced.

Description:

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

First Floor: Landing, three bedrooms and bathroom.

auctionhouse.co.uk/westyorkshire

[*Description on Auction Information page](#)



Tenure: Freehold

Local Authority: Leeds City Council

Energy Performance Certificate (EPC): Current Rating D

Additional Fees

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

6

32 Raincliffe Road, Leeds, West Yorkshire LS9 9LR

***GUIDE PRICE:**

£60,000 + (plus fees)

This immaculately presented two bedroom back to back terrace is now offered with vacant possession and should make an excellent addition to any buy to let portfolio. The former site of Mount St Mary's Primary School on Raincliffe Road has now been developed with the local park just a short walk away. The property is located just off the A64 York Road and is approximately 1.2 miles from Leeds city centre. The property will be sold as seen with all contents, fixtures and fittings included. Please note: A 14 day completion applies to this lot.

Description:

Basement Storage:

Ground Floor: Living room and kitchen.

First Floor: Bedroom and bathroom.

Second Floor: Bedroom.

Externally: There is a small yard to the front.

auctionhouse.co.uk/westyorkshire

[*Description on Auction Information page](#)



Tenure: Freehold

Local Authority: Leeds City Council

Energy Performance Certificate (EPC): Current Rating E

Additional Fees

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

7

**305 Harehills Lane, Leeds,
West Yorkshire LS9 6AA**

***GUIDE PRICE:**

£125,000 + (plus fees)

This established takeaway has been let to the same tenant for approximately 17 years and they are currently six years into their fifteen year FRI lease. The rental income is £10,000 per annum. The upper floors are currently being used as storage however the presence of a kitchen and bathroom suggest it may have been a self-contained two bedroom flat at some point in the past. The property is located on a busy parade in Harehills, approximately two miles to the north east of the city centre. Please note that this property is being sold by a member of staff at Auction House or a staff member's family or an associate.

Description:

Ground Floor: Takeaway, kitchen area, preparation room and toilet.

First Floor: Kitchen, bathroom and a store room.

Second Floor: Two further store rooms.

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*Description on Auction Information page

Next Auction Date

11th December 2019

NOW TAKING ENTRIES FOR THIS AUCTIONS

If you are thinking of selling at auction, one of our Auction valuers will be happy to offer you a free market appraisal and advice.

For further information please call Auction House on

0113 393 3482 / 01484 411069

or email

info@ahwy.co.uk / huddersfield@auctionhouse.co.uk

**AUCTION
HOUSE**

WEST YORKSHIRE



Tenure: Leasehold

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

Buyer's Premium: £900 inc VAT

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

Residential for improvement

8

90 Bradford Road, Menston, Ilkley, West Yorkshire LS29 6BX

***GUIDE PRICE:**

£100,000 + (plus fees)

This ground floor two bedroom apartment, located in Menston, will appeal to those looking for a project. The property has double glazing but would now benefit from a full scheme of modernisation. Once updated there may be scope to sell on to a homeowner for a profit or keep as part of a portfolio. Internally, the property boasts two double bedrooms, a generous lounge and small sun room. Externally, there is a garage, private driveway and garden to the front. Please refer to the legal pack for details on the lease, service charges and ground rents. Please note: A 14 day completion applies to this lot.

Description:

Ground Floor: Porch, hall, lounge, sun room, dining kitchen, two bedrooms and bathroom

Externally: Garden to front, driveway and garage.

auctionhouse.co.uk/westyorkshire

[*Description on Auction Information page](#)



Tenure: See Legal Pack

Local Authority: Kirklees Council

Energy Performance Rating (EPC): Current Rating D

Residential for improvement

8A

165 Leymoor Road, Golcar, Huddersfield, West Yorkshire HD7 4QX

***GUIDE PRICE**

£80,000 - £100,000 (plus fees)

A Two Bedroomed Semi Detached House

This is a perfect winter project for someone looking for a property to modernize and refurbish over the winter months with the opportunity to create a great family home. More suited to the builder/developer as some work may be structural. Briefly comprises, Hall, Lounge, Dining Room, Kitchen, Two Bedrooms and Bathroom. There are gardens to the front and rear and, to the side, is a single garage plus additional off road parking. Great location in this popular area with easy access to the village amenities and local schools.

Description

Ground Floor: Entrance Hall, Lounge, Dining Room, Kitchen

First Floor: Landing, Bedroom One with Shower Cubicle, Bedroom Two, Bathroom

Outside: There are Gardens to the front and rear and, to the side, is a single Garage plus additional off road parking.

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.

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[*Description on Auction Information Page](#)



Tenure: Freehold

Local Authority: Bradford Metropolitan District 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

Buyer's Premium: £600.00 inc VAT

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

Plots/Building Land

9

Land to the side of Blackburn Close, Fairweather Green, BD8 0EY

***GUIDE PRICE:**

£49,000 + (plus fees)

This exciting development opportunity has planning permission for a pair of semi-detached dwellings granted earlier this year. The indicative floorplans in the planning submission show 2 x three storey four bedroom houses with the end garage (also included in the sale) being demolished to allow access. For further details interested parties should go to the Bradford planning portal searching reference 18/05381/OUT. The land is located just off Thornton Road approximately 2.5 miles to the west of Bradford city centre.

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[*Description on Auction Information page](#)



Tenure: Freehold

Local Authority: Wakefield 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

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

Residential

10

20 Coach Road, Wakefield, West Yorkshire WF1 3EZ

***GUIDE PRICE:**

£90,000 + (plus fees)

This pleasant and well presented through terrace is sure to make an excellent family home or buy to let investment. Externally the property has a well maintained and sizeable garden which is split into three distinct areas at present. The property is located in Outwood, just two miles north of Wakefield city centre.

Description:

Ground Floor: Living room, dining kitchen to the ground floor.

First Floor: Two bedrooms and a bathroom

Externally: Garden to the rear

auctionhouse.co.uk/westyorkshire

[*Description on Auction Information page](#)

11

Residential

5 Ray Gate, Huddersfield, West Yorkshire HD3 3TF

*GUIDE PRICE

£100,000 - £110,000 (plus fees)

A Two Bedroomed Character Cottage

Enjoying stunning views over the adjoining countryside this character cottage is perfect for the Owner Occupier or Buy to Let investor. Offering ready to move in accommodation over three floors the property briefly comprises, Porch, Lounge, Kitchen/Diner, Two Bedrooms and Bathroom. Benefits from Double Glazing and Gas Central Heating. To the front is a courtyard garden and a further garden area from which the views can be enjoyed. Perfect location for easy access to Huddersfield Town Centre and the M62 Motorway.

Description

Ground Floor: Porch, Lounge, Inner Hall, Bathroom

Lower Ground Floor: Kitchen/Diner

First Floor: Landing, Bedroom One, Bedroom Two

Outside: Adjacent to the kitchen is an enclosed courtyard garden and to the front is a further garden area.

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.



Tenure: See legal pack

Local Authority: Kirklees Council

Energy Performance Rating (EPC): Current Rating D

auctionhouse.co.uk

*Description on Auction Information Page

12

Residential

7 Ray Gate, Huddersfield, West Yorkshire HD3 3TF

*GUIDE PRICE

£140,000 - £150,000 (plus fees)

A Three Bedroomed Character Dwelling

Enjoying stunning views over the adjoining countryside this character dwelling would make a superb family home. Offering ready to move in accommodation over three floors the property briefly comprises, Porch, Lounge, Kitchen, Separate WC, Three Bedrooms, Bathroom and Basement accommodation. Benefits from Double Glazing and Gas Central Heating. To the front is a courtyard garden and a further garden area from which the views can be enjoyed. Perfect location for easy access to Huddersfield Town Centre and the M62 Motorway.

Description

Ground Floor: Porch, Lounge, Inner Hall, Kitchen

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

Basement: Room

Outside: There is a garden to the front.

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.



Tenure: See legal pack

Local Authority: Kirklees Council

Energy Performance Rating (EPC): Current Rating TBC

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*Description on Auction Information Page



Tenure: Freehold

Local Authority: Bradford Metropolitan District Council
Energy Performance Certificate (EPC): Current Rating
 Please refer to the legal pack.

Additional Fees

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

13

15 Park Drive & Mayland Mews, Bradford, West Yorkshire BD9 4DP

***GUIDE PRICE:**

£460,000 + (plus fees)

UNIQUE OPPORTUNITY! TWO DETACHED HOMES BEING SOLD AS A SINGLE LOT - 13 X BEDROOMS AND 9 X RECEPTION ROOMS BETWEEN THEM - A BUILDING PROJECT AND A FAMILY HOME - LOCATED IN THE DESIRABLE AREA OF HEATON. 15 Park Drive - Having been vacant for many years, this substantial former nursing home is now a shell and has the potential to become a huge family home, or be developed into apartments (subject to the necessary planning consents). Mayland - This unique five bedroom family home, also in need of some modernisation, will also appeal to those looking for a manageable project. Investors are likely to modernise the interior to add value for re-sale. Once both projects are finished there may be a significant amount of value added.

Description:

15 Park Drive - Ground Floor: Entrance Hall, six reception rooms, room, shower room, hall and rear porch. **First Floor:** Landing, six rooms/bedrooms. **Second Floor:** Two rooms and a hall. **Externally:** Gardens to three sides and front driveway

Mayland Mews - Ground Floor: Lounge, dining area, dining kitchen, utility room, entrance/dome room, sitting room, kitchen. **First Floor:** Two Landings, five bedrooms, boiler room, two bathrooms and a shower room. **Externally:** Two yards.

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[*Description on Auction Information page](#)



Tenure: Freehold

Local Authority: Leeds City Council
Energy Performance Certificate (EPC): Current Rating C

Additional Fees

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

14

223 Dewsbury Road, Beeston, Leeds, West Yorkshire LS11 5HZ

***GUIDE PRICE:**

£99,000 + (plus fees)

This mixed use property is currently let to one tenant and is generating an annual income of £7,300. The FRI lease commenced in April 2016 and runs until April 2022. The property comprises a convenience store to the ground floor and a spacious one bedroom flat across the first and second floors. It is located on the busy Dewsbury Road in Beeston and is sure to appeal to investors looking for a strong return. Please note that this property is being sold by a member of staff at Auction House or a staff member's family or an associate

Description:

Basement: Storage

Ground Floor: Sales

First Floor: Living room, kitchen and shower room

Second Floor: Bedroom

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[*Description on Auction Information page](#)



14a

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

Search Fees: £200 inc VAT

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

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[*Description on Auction Information page](#)



15

Plots/Building Land

**Land at 55 Temple View Terrace,
Leeds, West Yorkshire LS9 9JE**

***GUIDE PRICE:**

£5,000 - £10,000 (plus fees)

This small plot of land was formally known as 55 Temple View Terrace but a boiler explosion many years ago lead to its demolition along with a number of other adjoining properties. The land is located in East End Park and is approximately 1.5 miles from Leeds city centre.

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.

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[*Description on Auction Information page](#)



16

Residential

12 Surrey Street, Halifax, West Yorkshire HX1 3UF

***GUIDE PRICE**

£40,000 - £50,000 (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. Must be viewed!!! Please note there will be contents remaining inside and outside the property upon completion.

Description

Cellar: Store

Ground Floor: Lounge, Kitchen

First Floor: Landing, Bedroom, Bathroom

Second Floor: Attic Room

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.

Tenure: See legal pack

Local Authority: Calderdale Council

Energy Performance Rating (EPC): Current Rating D

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[*Description on Auction Information Page](#)



16a

Commercial

Lionworks, Paternoster Lane, Bradford, West Yorkshire BD7 3LP

***GUIDE PRICE:**

£115,000 + (plus fees)

This spacious commercial premises is larger than it looks offering accommodation of approximately 309 metres sq (3326 sq ft) according to the VOA website. It was last used as an education centre and comes with a range of offices and meeting rooms over two floors. In addition, planning permission was granted in 2015 to convert the store into a house of multiple occupation with retail unit and single storey extension. A further planning permission was also granted in 2018 to convert the property into four flats. Information on both permissions can be found on the Bradford planning portal by searching reference numbers 15/00900/FUL and 18/01140/FUL.



Tenure: Freehold

Local Authority: Bradford Metropolitan District Council

Energy Performance Certificate (EPC): current rating : G

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](#)

Commercial Investments

300 Harehills Lane, Leeds,
West Yorkshire LS9 7BG

*GUIDE PRICE
£125,000 (plus fees)

This well presented and prominent retail unit has been let to the same tenants since 2008 and is currently generating an annual income of £9,600. The property is located on a busy parade in Harehills approximately two miles to the North East of Leeds city centre and is sure to be of interest to investors both locally and nationally. Please note that this property is being sold by a member of staff at Auction House or a staff member's family or an associate.

Description:

Ground Floor: Sales area.

First Floor: Two offices, kitchenette and wc.

Second Floor: Two Store rooms.

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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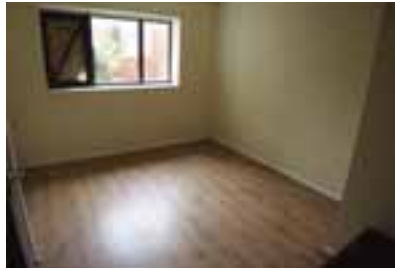
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Tenure: Leasehold

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

17a

3 Armley House, Kingsdale Court, Seacroft, West Yorkshire LS14 1LW

***GUIDE PRICE:**

£20,000 - £25,000 (plus fees)

This one bedroom ground floor flat has been rented until recently and is now offered with vacant possession. The apartment has the potential to provide a high yield following some improvements. According to Rightmove, at the time of writing, this was the cheapest flat in the whole of Leeds! 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.

Description:

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

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[*Description on Auction Information page](#)



Tenure: Leasehold

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 for improvement

17b

7 Gillstead House, Kingsdale Court, Leeds, West Yorkshire LS14 1PY

***GUIDE PRICE:**

£20,000 - £25,000 (plus fees)

This two bedroom first floor flat has been rented until recently and is now offered with vacant possession. The apartment has the potential to provide a high yield and the following some improvements. According to Rightmove, at the time of writing, this was the cheapest two bedroom flat in the whole of Leeds! Please note – Auction House have not inspected the property and no viewings will be taking place. 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.

Description:

First Floor: Hall, living kitchen, two bedrooms and bathroom.

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[*Description on Auction Information page](#)



Tenure: Freehold

Local Authority: Wakefield 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 inc VAT in addition to the deposit

Search Fees : £200 inc VAT

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

Residential

18

24 Russell Avenue, Hall Green, Wakefield, West Yorkshire WF4 3LU

***GUIDE PRICE:**

£70,000 + (plus fees)

This well presented three bedroom semi detached property was marketed for £110,000 as recently as September 2019 and is now offered with an impressive £40,000 discount. It has central heating and double glazing but is now in need of some modernisation and sits on a generous plot with gardens to three sides including a driveway and detached garage. The property is located in Hall Green, one mile from the popular Newmillerdam and 4.4 miles to the south of Wakefield city centre. Buyers should be aware that the property is of non-standard construction resulting in reduced mortgage availability. The property will be sold as seen with all contents, fixtures and fittings included.

Description:

Ground Floor: Living room, dining area and kitchen

First Floor: Three bedrooms and a bathroom

Externally: Gardens to three sides including a garage and driveway

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[*Description on Auction Information page](#)



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 £900.00 inc VAT in addition to the deposit

Search Fees: £200 inc VAT

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

Residential Investments

18a

Flat 209 Cheapside Chambers, 43 Cheapside, Bradford, West Yorkshire BD1 4HP

***GUIDE PRICE:**

£25,000 - £30,000 (plus fees)

This well presented 2nd floor one bedroom apartment, in Bradford city centre, will appeal to the buy to let landlord. Previously let at £400 per calendar month, we have been advised by the letting agent that a tenant has been found and will be moving in shortly at the same rent. This will equate to a yield in excess of 19% based on the lower guide price and details will be update prior to the auction. The apartment has electric heating, double glazing, modern dining kitchen, large double bedroom and shower room. This is a relatively new development and is situated less than 0.25 miles from The Broadway shopping centre.

Leasehold information – Please refer to the legal pack

Description:

Second Floor: Hall, dining kitchen, bedroom and shower room

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[*Description on Auction Information page](#)



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

19

Residential

178 Deighton Road, Deighton, Huddersfield, West Yorkshire HD2 1JJ

*GUIDE PRICE

£100,000 - £120,000 (plus fees)

A Substantial Four Bedroomed House

Most recently in use in multi occupation this would be ideal as an HMO or would make a superb family home offering extensive living space with good sized rooms throughout. Expensive upgrading work has been undertaken to include the installation of self closing fire doors and emergency lighting. Briefly comprises, Hall, WC, Lounge, Dining Room, Kitchen, Four Bedrooms and Bathroom. Benefits from Double Glazing and Gas Central Heating. The sale includes furnishings and kitchen equipment as seen. There are gardens to the front and side together with ample off road parking. One not to be missed for someone looking for the benefit of ample local amenities plus easy access to Huddersfield Town Centre.

Description

Ground Floor: Entrance Hall, WC and whb, Lounge, Dining Room, Kitchen

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

Outside: To the front and side are gardens plus off road parking

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.

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*Description on Auction Information Page



Tenure: Freehold
Local Authority: Bradford Metropolitan District Council
Energy Performance Certificate (EPC): Current Rating
 Please refer to the legal pack

Additional Fees

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

20

Mixed Use

3 Kensington Street, Bradford, West Yorkshire, BD8 9LZ

*GUIDE PRICE:

£165,000 + (plus fees)

This impressive mixed use investment currently comprises a shop, one two bedroom flat and five one bedroom flats. It is fully let and generating an income of £29,900 per annum. Based on the quoted guide price, it equates to a return of over 18%! As you will see from the photographs and floorplans, the flats offer generous accommodation with a shared communal yard to the rear providing some off street parking. The property is located just off Thornton Road with a range of shops and amenities right on the doorstep. Interested parties should be aware that number 5 next door is also available to purchase in the auction.

Description:

Basement: Flat 3F

Ground Floor: Shop and Flat 3D

First Floor: Flats 3B and 3C

Second Floor: Flats 3D and 3E

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*Description on Auction Information page

21

Mixed Use

5 Kensington Street, Bradford, West Yorkshire, BD8 9LZ

*GUIDE PRICE:

£70,000 + (plus fees)

This mixed use investment currently comprises a self-contained retail unit to the front with spacious three bedroom residential accommodation to the rear and upper floors. At present, the property's total annual income is £10,140 meaning a return of more than 14% based on the quoted guide price. The property is located just off Thornton Road with a range of shops and amenities right on the doorstep. Interested parties should be aware that number 3 next door is also available to purchase in the auction.

Description:

Ground Floor: Retail premises and dining kitchen

First Floor: Two bedrooms, bathroom and a further room

Second Floor: One bedroom and additional room

Externally: Yard to the rear



Tenure: Freehold

Local Authority: Bradford Metropolitan District Council

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

Additional Fees

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

22

Residential Investments

Flat 3 16 Park Crescent, Armley, Leeds, West Yorkshire LS12 3NL

*GUIDE PRICE:

£29,000 + (plus fees)

This one bedroom flat within a converted terrace in Armley, will appeal to the buy to let investor. The accommodation comprises modern living kitchen, bedroom and shower room. The property is tenanted generating £5,160 per annum which equates to a gross return of almost 18% based on the quoted guide price. It is situated approximately 2.5 miles east of Leeds city centre. Lease details - please refer to the legal pack for further information.

Description:

First Floor: Living kitchen, bedroom & shower room



Tenure: Leasehold

Local Authority: Leeds City Council

Energy Performance Certificate (EPC): Current Rating E

Additional Fees

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



Tenure: Freehold

Local Authority: Bradford Metropolitan District Council
Energy Performance Certificate (EPC): Current Rating
 Please refer to the legal pack

Additional Fees

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

23

Commercial Investments

6-8 Sackville Street, Bradford, West Yorkshire, BD1 2AJ

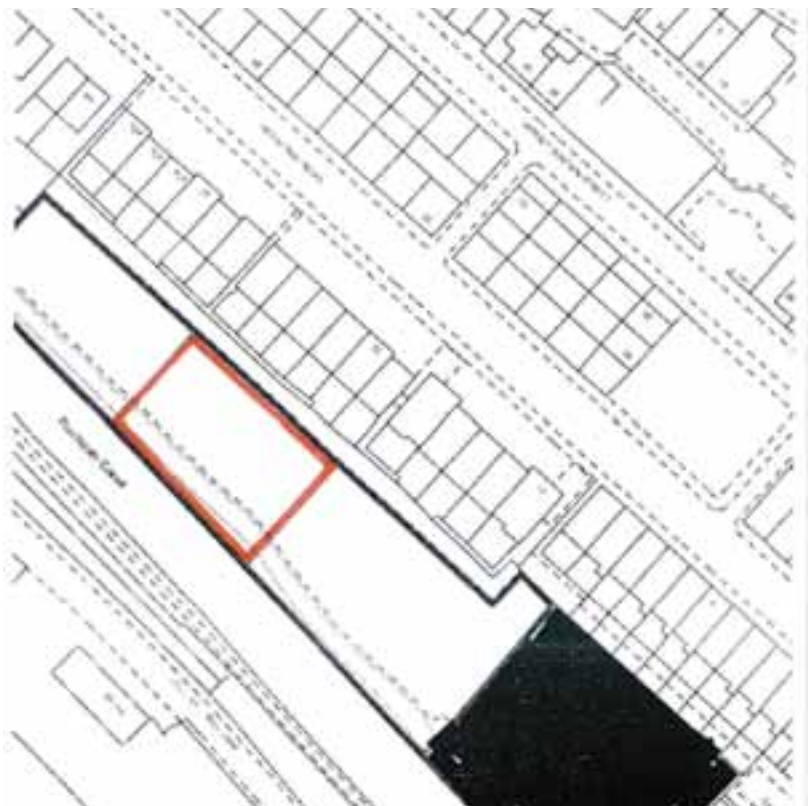
***GUIDE PRICE:**

£140,000 + (plus fees)

This exciting investment opportunity has recently undergone refurbishment work and is currently let on a three year FRI lease generating £20,000 per annum. Based on the quoted guide this equates to a return of 14%! The property is known as lion lounge (a bar) and sits alongside numerous other bars and nightclubs on Sackville Street. It comprises a two storey mid-terrace property with bar to the ground floor and additional seating, WCs and kitchen area to the first floor. The floor area totals approximately 193 msq (2,078 sqft) which is split equally over ground and first floors. Sackville Street is located in Bradford city centre with the nearest train station less than half a mile away.

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[*Description on Auction Information page](#)



24

Land

Land to the Rear of 31 - 41 Industrial Road, Sowerby Bridge, West Yorkshire HX6 2RB

***GUIDE PRICE**

£5,000 - £10,000 (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 31 - 41 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. 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 Council

Energy Performance Rating (EPC): N/A

Additional Fees

Buyer's 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.

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Tenure: Freehold

Local Authority: Wakefield Metropolitan District Council

Energy performance certificate : 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.

Mixed Use

**2 Oakhill Road, Batley,
West Yorkshire WF17 8JD**

***GUIDE PRICE:**

£95,000 + (plus fees)

This mixed use property comprises a spacious ground floor takeaway with two self-contained one bedroom flats to the rear. At present the takeaway is vacant however the flats are let and generating a combined annual income of £8,400. If the takeaway was let we believe the potential income would be in the region of £16,000pa. The property is located just off Bradford Road and opposite the picturesque Wilton park. The property will be sold as seen with all contents, fixtures and fittings included.

24a

auctionhouse.co.uk/westyorkshire

[*Description on Auction Information page](#)



Residential Investments

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

***GUIDE PRICE:**

£35,000 - £40,000 (plus fees)

This one bedroom apartment in Wakefield will appeal to those looking for a steady rental income. The property is let on a regulated tenancy to a longstanding tenant and is generating an income of £4,320 per annum. This equates to a return in excess of 12% when based on the lower guide price. Auction House have not inspected the property but the seller has advised that the property has basic internal fixtures and fittings. Leasehold Information: Please refer to the legal pack.

25

Tenure: Leasehold

Local Authority: Wakefield Metropolitan District Council

Energy Performance Certificate (EPC) Current rating ,

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](#)

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

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



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

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

The properties comprise:

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

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

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

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

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

Description:

Hollin Barn –

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

First Floor: Landing, three bedrooms and bathroom.

Honeysuckle Cottage –

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

First Floor: Landing, two bedrooms and bathroom.

Rose Barn Cottage –

Ground Floor: Living kitchen, two bedrooms and bathroom

Annex – Room and Shower Room

Tenure: Freehold

Local Authority: North Yorkshire County Council

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

Additional Fees

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

Buyer's Premium: £900 inc VAT

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



26

Residential Investments

25 George Street, Rotherham, South Yorkshire S63 9AY

***GUIDE PRICE:**

£25,000 - £30,000 (plus fees)

This two bedroom through terrace in Goldthorpe is sure to appeal to the buy to let landlord. The property is generating an income of £3,600 per annum which equates to a return in excess of 14% when based on the lower guide price. We have been advised by the owners that the current tenant has lived in the property since 2008. Auction House have not inspected the property and no viewings will be taking place.

Description:

Ground Floor: Lounge, dining kitchen, hall and bathroom.

First Floor: Landing and two bedrooms.

Externally: Front and rear yards.

Tenure: Freehold

Local Authority: Barnsley Metropolitan Borough Council

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

Additional Fees

Administration Charge: Purchasers will be required to pay an administration charge of 0.6% inc VAT of the purchase price subject to a minimum of £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](#)



26a

Residential

29 Lee Street, Dewsbury, West Yorkshire, WF13 3DJ

***GUIDE PRICE:**

£37,000 (plus fees)

This two bedroom through terrace property in WF13 is sure to appeal to the buy to let landlord and local resident. There is a central heating system installed and a majority of the double glazing, although taken out of the frames, remains intact. The property is located approximately 2 miles from Dewsbury town centre and amenities.

Description:

Cellars to basement:

Ground Floor: Hall, lounge and kitchen.

First Floor: Landing, two bedrooms and shower room.

Tenure: See Legal Pack

Local Authority: Kirklees 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 VAT in addition to the deposit

Buyer's Premium: £ 1140.00 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](#)

27

Commercial

280 Harehills Lane, Leeds, West Yorkshire LS9 7BD

*GUIDE PRICE:

£110,000 + (plus fees)

A retail unit with residential accommodation above currently generating a rental income of £10,000 per annum. This equates to an impressive return of 9% when based on the quoted guide price. A six year lease commenced in May 2014 and is on FRI terms. The property is located on a busy parade in Harehills approximately two miles to the north east of Leeds city centre. Auction House have not been able to inspect the property internally but hope to add photographs and a floorplan soon. Please note that this property is being sold by a member of staff at Auction House or a staff member's family or an associate.



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.

auctionhouse.co.uk/westyorkshire

*Description on Auction Information page

27a

Land

Howard Street, Batley, West Yorkshire WF17 6AA

*GUIDE PRICE:

£20,000 - £25,000 (plus fees)

This horseshoe shaped piece of land was formerly a stone quarry but has gone unused for many years. Likely to be of interest to investors and developers seeking a speculative purchase. The land is located between Batley and Dewsbury town centres in West Yorkshire.



Tenure: Freehold

Local Authority: Kirklees 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.

auctionhouse.co.uk/westyorkshire

*Description on Auction Information page



Tenure: Freehold

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

Additional Fees

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

28

**8 Laisteridge Lane, Bradford ,
West Yorkshire BD7 1RD**

***GUIDE PRICE:**

£125,000 + (plus fees)

This substantial through terrace and self-contained flat is now in need of some refurbishment but should make an excellent buy to let or family home once the necessary works have been completed. The main house is generously proportioned with two reception rooms on the ground floor and six bedrooms plus study across the first and second floors. The lower ground floor forms a self-contained flat which can be accessed from the rear of the property. The property is located to the south west of Bradford city centre with the university less than half a mile away.

Description:

Lower Ground Floor : Living bedroom, kitchen and bathroom

Ground Floor : Living room, dining room and kitchen

First Floor : Three bedrooms and two bathrooms

Second Floor : Three bedrooms and study

Externally : Yards to front and rear

auctionhouse.co.uk/westyorkshire

[*Description on Auction Information page](#)

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- ☒ Portfolios



Tenure: Freehold

Local Authority: Leeds City Council

Energy Performance Certificate (EPC): Current rating please refer to the legal pack

Additional Fees

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

28a

22 Chapel Hill, Morley, Leeds, West Yorkshire LS27 8JP

***GUIDE PRICE:**

£50,000 - £55,000 (plus fees)

This substantial through terrace, with accommodation over four floors, is the perfect project for the investor/developer. Formerly a commercial premises, the property is now classed as residential and is in need of a new identity. Having been neglected for many years the property has potential to become an HMO, split into flats, a mixed use or commercial premises (all subject to the necessary consents). The adjoining premises, of mixed use, is currently on the market for £150,000 suggesting there may be scope for profit. The property will be sold as seen with all contents, fixtures and fittings included.

Description:

Lower Ground Floor: Two rooms.

Ground Floor: Two rooms.

First Floor: Two rooms and bathroom.

Second Floor: Loft/Attic.

Externally: Garden to the rear.

auctionhouse.co.uk/westyorkshire

*Description on Auction Information page



Tenure: Freehold

Local Authority: Kirklees 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.

Land

29

Land and garage at Springwell View, West Yorkshire WF17 0DN

***GUIDE PRICE:**

£5,000 - £10,000 (plus fees)

In an area where parking is at a premium, this detached garage with additional land is sure to catch the eye. It is located in a quiet backwater within Birstall but still just 0.2 miles from the village centre. The property will be sold as seen with all contents, fixtures and fittings included.

auctionhouse.co.uk/westyorkshire

*Description on Auction Information page



Tenure: Freehold

Local Authority: Leeds City Council

Energy Performance Certificate (EPC): Current Rating C

Additional Fees

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

30

708 King Lane, Alwoodley, Leeds, West Yorkshire LS17 7AW

***GUIDE PRICE:**

£165,000 + (plus fees)

Sure to appeal to any investors looking to add to a portfolio, this two storey retail unit is currently let to an established tenant producing £14,000pa. The FRI lease commenced in March 2017 with a rent review due at the end of year 3. As well as the salon, kitchen, shower room and multiple treatment rooms, a garage to the rear of the property is also included as part of the sale. The property is located on an established parade in Alwoodley, one of North Leeds most popular suburbs. Please note that this property is being sold by a member of staff at Auction House or a staff member's family or an associate.

Description:

Ground Floor: Salon, two treatment rooms, wc and kitchenette.

First Floor: Treatment room, waiting room, shower room and kitchen.

Externally: The property has a garage to the rear.

auctionhouse.co.uk/westyorkshire

*Description on Auction Information page



Tenure: Freehold

Local Authority: Leeds City Council

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

Additional Fees

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

Residential for improvement

31

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

auctionhouse.co.uk/westyorkshire

*Description on Auction Information page



Tenure: Leasehold

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

Search Fees: £200 inc VAT

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

Residential for improvement

32

Flat 2 , 322 Harrogate Road, Leeds, West Yorkshire LS17 6PE

***GUIDE PRICE:**

£135,000 + (plus fees)

This spacious three to four bedroom duplex apartment has been neglected in recent years but now presents as exciting opportunity for any developer looking for a project. A similar property (but newly refurbished) just 0.2 miles away is currently on the market asking £300,000 suggesting there maybe scope for significant profit once the necessary works have been completed. The property is located in Moortown and is just a short distance from the many shops, bars and restaurants on Harrogate Road and Street Lane.

auctionhouse.co.uk/westyorkshire

[*Description on Auction Information page](#)

LEGAL PACKS



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

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

**AUCTION
HOUSE**

auctionhouse.co.uk

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

NON-ATTENDING BID OR TELEPHONE BID

Please also sign and return the reverse side of this form



AUTHORISATION FOR BIDDING BY PROXY OR TELEPHONE

Proxy

☐

Telephone

☐

Full Name (s):

Name of Company (if applicable):

Of (address):

Postcode:

Tel: Mobile:

Email:

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

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

PROPERTY AND BID DETAILS

Lot No.: Date of Auction:

Property Address:

My maximum bid will be: £

(amount in words):

DEPOSIT (tick as applicable)

☐

For A Proxy Bid – I attach a deposit cheque/bank transfer for 10% of my proxy bid or £5,000, whichever is the greater, plus an Administration Charge of 0.6% inc. VAT of the purchase price subject to a minimum of £1080.00 including VAT (unless the Lot page states otherwise) plus Buyers Premium if applicable. Cheques made payable to Auction House West Yorkshire Ltd.

OR

☐

For A Telephone Bid – I attach a blank cheque/bank transfer to be completed by the Auctioneer if my bid is successful. The cheque will be made out for 10% of my telephone bid or £5,000, whichever is the greater, plus an Administration Charge of 0.6% inc. VAT of the purchase price subject to a minimum of £1080.00 including VAT (unless the Lot page states otherwise) plus Buyers Premium if applicable. Cheques made payable to Auction House West Yorkshire Ltd.

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

Date of Birth Period living at current address NI Number

Passport Number

Driving Licence Number

Previous address if less than 6 months

SOLICITORS

My solicitors are:

Of (address):

Postcode:

Tel: Person Acting:

If my bid is successful, I authorise the Auctioneer to sign the Memorandum of Sale/Reservation Form on my behalf. I understand that I will be the legally bound purchaser of the property referred to above and must complete the purchase of the property within the time specified in the General/Special Conditions of Sale if the property is sold by the Traditional Auction Method.

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

Signed: Date:

PLEASE MARK THE ENVELOPE EITHER PROXY OR TELEPHONE BID

PLEASE ALSO SIGN THE REVERSE OF THIS FORM

TERMS AND CONDITIONS FOR TELEPHONE BIDS AND BIDDING BY LETTER

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

1. The bidder must complete a separate authority form for each Lot involved, and provide a bankers draft, solicitor's client's account cheque, bank transfer or personal cheque for 10% of the maximum amount of the bid for each Lot. Please note the minimum deposit for any bid is £5,000 PER LOT.
2. The bidder must upload Proof of Identity in the form of a scan of a driving licence or passport, and a scan of a utility bill to the Auctions Passport Service that accesses the property's Legal Pack. Also you authorise Auction House to undertake a search with Smart Search for the purpose of verifying your identity. To do so Smart Search may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.
3. The form must be sent to, or delivered to: Written & Telephone Bids, Auction House, 1 Feast Field, Horsforth, Leeds LS18 4TJ to arrive before 6pm two working days prior to the start of the auction. It is the bidders responsibility to check that the form is received by Auction House and this can be done by telephoning the office.
4. In the case of a telephone bid the prospective purchaser should provide a blank cheque in the name of the purchaser which the Auctioneer will complete on behalf of the prospective purchaser if the prospective purchaser is successful in purchasing the relevant property for 10% of the purchase price, plus the administration charge or in accordance with the General or Special Conditions of Sale relating to the lot.
5. The bidder shall be deemed to have read the "Important Notice to be read by all bidders"; the particulars of the relevant Lot in the catalogue the general and special conditions of sale. The bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum of any amendments relating to the relevant Lot. Announcements can and should be checked by bidders on the day before the auction. However, the Auctioneers will advise the bidders of any announcements as soon as possible prior to the Auction.
6. In the case of a written bid, Auction House staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted, Auction House reserve the right not to bid.
7. Auction House reserve the right not to bid on behalf of written bidders, in the event of any error, doubt, omission, uncertainty as to the bid, any failure to validate Proof of Identification, or for any reason whatsoever and give no warranty, or guarantee, that a bid would be made on behalf of the bidder and accept no liability.
8. In the event that the written or telephone bid is successful, the Auctioneer will sign the Memorandum of the Contract on behalf of the bidder (a Contract would have been formed on the fall of the hammer).
9. In the event of a Contract, the deposit monies will be applied so far as necessary to meet the requirement for a 10% deposit (minimum £5,000) and the balance of the deposit (if any) will be held by the vendors solicitor pending completion. An Administration charge of 0.6% inc VAT of the purchase price, subject to a minimum of £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.

Signed: Date:

Please sign this page and ensure the form overleaf is completed

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

INTRODUCTION

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

GLOSSARY

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

AUCTION CONDUCT CONDITIONS

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

SALE CONDITIONS

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

IMPORTANT NOTICE

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

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

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

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

GLOSSARY

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

Wherever it makes sense:

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

Actual completion date

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

Addendum

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

Agreed completion date

Subject to condition G9.3:

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

Approved financial institution

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

Arrears

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

Arrears schedule

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

Auction

The auction advertised in the catalogue.

Auction conduct conditions

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

Auctioneers

The auctioneers at the auction.

Business day

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

Buyer

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

Catalogue

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

Completion

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

Condition

One of the auction conduct conditions or sales conditions.

Contract

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

Contract date

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

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

Documents

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

Financial charge

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

General conditions

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

Interest rate

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

Lot

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

Old arrears

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

Particulars

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

Practitioner

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

Price

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

Ready to complete

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

Sale conditions

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

Sale memorandum

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

Seller

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

Special conditions

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

Tenancies

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

Tenancy schedule

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

Transfer

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax.

We (and us and our)

The auctioneers.

You (and your)

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

AUCTION CONDUCT CONDITIONS

A1 INTRODUCTION

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

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

A2 OUR ROLE

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

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

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

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

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

A3 BIDDING AND RESERVE PRICES

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

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

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

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

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

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

A4 THE PARTICULARS AND OTHER INFORMATION

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

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

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

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

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

A5 THE CONTRACT

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

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

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

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

A5.4 If **you** do not **we** may either:

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

A5.5 **The deposit**:

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

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

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

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

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

A6 EXTRA AUCTION CONDUCT CONDITIONS

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

GENERAL CONDITIONS OF SALE

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

G1. THE LOT

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

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

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

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

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

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

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

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

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

G1.9 The **buyer** buys with full knowledge of:

- (a) the **documents**, whether or not the **buyer** has read them; and
- (b) the physical condition of the **lot** and what could reasonably be discovered on inspection of it, whether or not the **buyer** has inspected it.

G1.10 The **buyer** is not to rely on the information contained in the **particulars** but may rely on the **seller's** conveyancer's written replies to preliminary enquiries to the extent stated in those replies.

G2. DEPOSIT

G2.1 The amount of the deposit is the greater of:

- (a) any minimum deposit stated in the **auction conduct conditions** (or the total **price**, if this is less than that minimum); and
- (b) 10% of the **price** (exclusive of any **VAT** on the **price**).

G2.2 The deposit

- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept); and
- (b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the **seller**.

G2.3 Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the **seller** on **completion** or, if **completion** does not take place, to the person entitled to it under the **sale conditions**.

G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the **seller** may treat

the **contract** as at an end and bring a claim against the **buyer** for breach of contract.

G2.5 Interest earned on the deposit belongs to the **seller** unless the **sale conditions** provide otherwise.

G3. BETWEEN CONTRACT AND COMPLETION

G3.1 Unless the **special conditions** state otherwise, the **seller** is to insure the **lot** from and including the **contract date** to **completion** and:

- (a) produce to the **buyer** on request all relevant insurance details;
 - (b) pay the premiums when due;
 - (c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
 - (d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;
 - (e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and
 - (f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim;
- and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.

G3.2 No damage to or destruction of the **lot** nor any deterioration in its condition, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.

G3.3 Section 47 of the Law of Property Act 1925 does not apply.

G3.4 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.

G4. TITLE AND IDENTITY

G4.1 Unless **condition** G4.2 applies, the **buyer** accepts the title of the **seller** to the **lot** as at the **contract date** and may raise no requisition or objection except in relation to any matter that occurs after the **contract date**.

G4.2 If any of the **documents** is not made available before the **auction** the following provisions apply:

- (a) The **buyer** may raise no requisition on or objection to any of the **documents** that is made available before the **auction**.
- (b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the **lot** is being sold.
- (c) If the **lot** is not registered land the **seller** is to give to the **buyer** within five **business days** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the **buyer** the original or an examined copy of every relevant document.
- (d) If title is in the course of registration, title is to consist of certified copies of:
 - (i) the application for registration of title made to the land registry;
 - (ii) the **documents** accompanying that application;
 - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
 - (iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the **buyer**.
- (e) The **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.

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

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

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

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

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

G5. TRANSFER

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

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

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

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

G6. COMPLETION

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

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

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

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

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

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

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

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

G7. NOTICE TO COMPLETE

G7.1 The seller or the buyer may on or after the agreed completion date but before completion give the other notice to complete within ten business days (excluding the date on which the notice is given) making time of the essence.

G7.2 The person giving the notice must be ready to complete.

G7.3 If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has:

- (a) terminate the contract;
- (b) claim the deposit and any interest on it if held by a stakeholder;
- (c) forfeit the deposit and any interest on it;
- (d) resell the lot; and
- (e) claim damages from the buyer.

G7.4 If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has:

- (a) terminate the contract; and
- (b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.

G8. IF THE CONTRACT IS BROUGHT TO AN END

If the contract is lawfully brought to an end:

- (a) the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and
- (b) the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the seller is entitled to forfeit the deposit under condition G7.3.

G9. LANDLORD'S LICENCE

G9.1 Where the lot is or includes leasehold land and licence to assign is required this condition G9 applies.

G9.2 The contract is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.

G9.3 The agreed completion date is not to be earlier than the date five business days after the seller has given notice to the buyer that licence has been obtained.

G9.4 The seller must:

- (a) use all reasonable endeavours to obtain the licence at the seller's expense; and
- (b) enter into any authorised guarantee agreement properly required.

G9.5 The buyer must:

- (a) promptly provide references and other relevant information; and
- (b) comply with the landlord's lawful requirements.

G9.6 If within three months of the contract date (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition G9) by notice to the other terminate the contract at any time before licence is obtained. That termination is without prejudice to the claims of either seller or buyer for breach of this condition G9.

G10. INTEREST AND APPORTIONMENTS

G10.1 If the actual completion date is after the agreed completion date for any reason other than the seller's default the buyer must pay interest at the interest rate on the price (less any deposit paid) from the agreed completion date up to and including the actual completion date.

G10.2 Subject to condition G11 the seller is not obliged to apportion or account for any sum at completion unless the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds.

G10.3 Income and outgoings are to be apportioned at actual completion date unless:

- (a) the buyer is liable to pay interest; and
 - (b) the seller has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer;
- in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.

G10.4 Apportionments are to be calculated on the basis that:

- (a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
- (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
- (c) where the amount to be apportioned is not known at completion apportionment is to be made by reference to a reasonable estimate and further payment is to be made by seller or buyer as appropriate within five business days of the date when the amount is known.

G11. ARREARS

Part 1 Current rent

G11.1 "Current rent" means, in respect of each of the tenancies subject to which the lot is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding completion.

G11.2 If on completion there are any arrears of current rent the buyer must pay them, whether or not details of those arrears are given in the special conditions.

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

Part 2 Buyer to pay for arrears

G11.4 Part 2 of this condition G11 applies where the special conditions give details of arrears.

G11.5 The buyer is on completion to pay, in addition to any other money then due, an amount equal to all arrears of which details are set out in the special conditions.

G11.6 If those arrears are not old arrears the seller is to assign to the buyer all rights that the seller has to recover those arrears.

Part 3 Buyer not to pay for arrears

G11.7 Part 3 of this condition G11 applies where the special conditions:

- (a) so state; or
- (b) give no details of any arrears.

G11.8 While any arrears due to the seller remain unpaid the buyer must:

- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;
- (b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment);
- (c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require;
- (d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order;

(e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and

(f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to part 3 of this condition G11.

G11.9 Where the seller has the right to recover arrears it must not without the buyer's written consent bring insolvency proceedings against a tenant or seek the removal of goods from the lot.

G12. MANAGEMENT

G12.1 This condition G12 applies where the lot is sold subject to tenancies.

G12.2 The seller is to manage the lot in accordance with its standard management policies pending completion.

G12.3 The seller must consult the buyer on all management issues that would affect the buyer after completion (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a tenancy; or a new tenancy or agreement to grant a new tenancy) and:

- (a) the seller must comply with the buyer's reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the seller to a liability that the seller would not otherwise have, in which case the seller may act reasonably in such a way as to avoid that liability;
- (b) if the seller gives the buyer notice of the seller's intended act and the buyer does not object within five business days giving reasons for the objection the seller may act as the seller intends; and
- (c) the buyer is to indemnify the seller against all loss or liability the seller incurs through acting as the buyer requires, or by reason of delay caused by the buyer.

G13. RENT DEPOSITS

G13.1 This condition G13 applies where the seller is holding or otherwise entitled to money by way of rent deposit in respect of a tenancy. In this condition G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.

G13.2 If the rent deposit is not assignable the seller must on completion hold the rent deposit on trust for the buyer and, subject to the terms of the rent deposit deed, comply at the cost of the buyer with the buyer's lawful instructions.

G13.3 Otherwise the seller must on completion pay and assign its interest in the rent deposit to the buyer under an assignment in which the buyer covenants with the seller to:

- (a) observe and perform the seller's covenants and conditions in the rent deposit deed and indemnify the seller in respect of any breach;
- (b) give notice of assignment to the tenant; and
- (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

G14. VAT

G14.1 Where a sale condition requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.

G14.2 Where the special conditions state that no VAT option has been made the seller confirms that none has been made by it or by any company in the same VAT group nor will be prior to completion.

G15. TRANSFER AS A GOING CONCERN

G15.1 Where the special conditions so state:

- (a) the seller and the buyer intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
- (b) this condition G15 applies.

G15.2 The seller confirms that the seller

- (a) is registered for VAT, either in the seller's name or as a member of the same VAT group; and
- (b) has (unless the sale is a standard-rated supply) made in relation to the lot a VAT option that remains valid and will not be revoked before completion.

G15.3 The buyer confirms that:

- (a) it is registered for VAT, either in the buyer's name or as a member of a VAT group;
- (b) it has made, or will make before completion, a VAT option in relation to the lot and will not revoke it before or within three months after completion;
- (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
- (d) it is not buying the lot as a nominee for another person.

G15.4 The buyer is to give to the seller as early as possible before the agreed completion date evidence:

- (a) of the buyer's VAT registration;
- (b) that the buyer has made a VAT option; and
- (c) that the VAT option has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two business days before the agreed completion date, condition G14.1 applies at completion.

G15.5 The buyer confirms that after completion the buyer intends to:

- (a) retain and manage the lot for the buyer's own benefit as a continuing business as a going concern subject to and with the benefit of the tenancies; and
- (b) collect the rents payable under the tenancies and charge VAT on them

G15.6 If, after completion, it is found that the sale of the lot is not a transfer of a going concern then:

- (a) the seller's conveyancer is to notify the buyer's conveyancer of that finding and provide a VAT invoice in respect of the sale of the lot;
- (b) the buyer must within five business days of receipt of the VAT invoice pay to the seller the VAT due; and
- (c) if VAT is payable because the buyer has not complied with this condition G15, the buyer must pay and indemnify the seller against all costs, interest, penalties or surcharges that the seller incurs as a result.

G16. CAPITAL ALLOWANCES

G16.1 This condition G16 applies where the special conditions state that there are capital allowances available in respect of the lot.

G16.2 The seller is promptly to supply to the buyer all information reasonably required by the buyer in connection with the buyer's claim for capital allowances.

G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the special conditions.

G16.4 The seller and buyer agree:

- (a) to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition G16; and
- (b) to submit the value specified in the special conditions to HM Revenue and Customs for the purposes of their respective capital allowance computations.

G17. MAINTENANCE AGREEMENTS

G17.1 The seller agrees to use reasonable endeavours to transfer to the buyer, at the buyer's cost, the benefit of the maintenance agreements specified in the special conditions.

G17.2 The buyer must assume, and indemnify the seller in respect of, all liability under such contracts from the actual completion date.

COMMON AUCTION CONDITIONS (EDITION 3)

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G18. LANDLORD AND TENANT ACT 1987

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

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

G19. SALE BY PRACTITIONER

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

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

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

G19.4 The lot is sold:

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

G19.5 Where relevant:

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

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

G20. TUPE

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

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

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

G21. ENVIRONMENTAL

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

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

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

G22. SERVICE CHARGE

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

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

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

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

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

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

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

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

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

G23. RENT REVIEWS

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

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

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

G23.4 The seller must promptly:

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

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

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

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

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

G24. TENANCY RENEWALS

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

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

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

G24.4 Following completion the buyer must:

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

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

G25. WARRANTIES

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

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

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

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

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

G26. NO ASSIGNMENT

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

G27. REGISTRATION AT THE LAND REGISTRY

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

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

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

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

G28. NOTICES AND OTHER COMMUNICATIONS

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

G28.2 A communication may be relied on if:

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

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

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

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

G29. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

TOP AUCTION RESULTS – September 2019

Lot 1 – 11 Church Crescent,
LS26 8DU

Guide: £75,000 – £85,000



Lot 2 – 66 Glensdale Terrace,
LS9 9JN

Guide: £30,000



Lot 3 – 5 Hansby Drive, LS14 6LT

Guide: £75,000



Lot 7 – 41 Bayswater Crescent,
LS8 5QG

Guide: £45,000



Lot 10 – 26 High Street, Horbury,
WF4 5AA

Guide: £75,000+



Lot 13 – Land North of Laverhills,
WF15 8ED

Guide: £95,000+



Lot 14 – 2-4 Albion Street,
WF10 1EW

Guide: £240,000



Lot 16 – 32 Florist Street,
BD21 4DY

Guide: £35,000 – £40,000



Lot 17 – 33 Glensdale Mount,
LS9 9JQ

Guide: £50,000



Lot 19 – 20a Union Street,
WF9 4AP

Guide: £30,000



Lot 19a – 23 Arthington Street,
LS10 2NG

Guide: £65,000 – £75,000



Lot 21a – 29 Attlee Avenue,
WF4 2EP

Guide: £55,000



Lot 23 – 77A&79A High Street,
LS25 7AH

Guide: £95,000+



Lot 27 – 3 Conway Mount,
LS8 5HZ

Guide: £50,000



Lot 30a – 96 Bayswater Road,
LS8 5NT

Guide: £50,000



Lot 33 – 19 Bolton Lane, BD2 1DR

Guide: £70,000 – £80,000



Lot 34 – 60 Harlech Road,
LS11 7DG

Guide: £55,000



Lot 35 – 125 Sherburn Road North,
LS14 2DP

Guide: £80,000 – £90,000



Lot 37 – 62 Heights Drive,
LS12 3SU

Guide: £50,000 – £60,000



Lot 38 – 27 Woodview Street,
LS11 6JY

Guide: £55,000 – £60,000



Going once...

The most suitable properties for auction include:

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

Auction dates:

11th December 2019

5th February 2020

25th March 2020

13th May 2020

8th July 2020

2nd September 2020

21st October 2020

9th December 2020

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✉ huddersfield@auctionhouse.co.uk



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