AUCTION HOUSE

COPELANDS

AUCTION HOUSE

SOUTH YORKSHIRE

Wednesday 10th July 2019
12.30pm
The Copthorne Hotel
Bramall Lane
Sheffield
S2 4SU

Wednesday 10th July 2019
2019
7.00pm
The Chesterfield Football Club
The Proact Stadium
1866 Sheffield Road
Chesterfield
S41 8NZ



AUCTION VENUES

SOUTH YORKSHIRE
Wednesday
10th July 2019
12.30pm

The Copthorne Hotel
Bramall Lane
Sheffield
S2 4SU



COPELANDS
Wednesday
10th July 2019
7.00pm

The Chesterfield Football Club
The Proact Stadium
1866 Sheffield Road
Chesterfield S41 8NZ



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4th September 2019

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AUCTION HOUSE COPELANDS

AUCTION HOUSE SOUTH YORKSHIRE

auctionhouse.co.uk/copelands
auctionhouse.co.uk/southyorkshire

MESSAGE FROM THE AUCTIONEERS



DAVID J TATE
BSc MRICS
PRINCIPAL & AUCTIONEER



MARCUS S LINSEY
MSc BSc (Hons) MRICS
ASSOCIATE



RICHARD A PRICE
AUCTION CO-ORDINATOR



ALEX CHAUNTRY
AUCTION CO-ORDINATOR

Welcome to our July sale!

Our May auctions delivered a highly impressive set of results, which were strong across both of our auction rooms. Across our two rooms, we had a sale success rate of over 83%, and raised just over £725,000. Other Auction House branches across the country also reported impressive figures for their vendors, and Auction House now sells 1 in 6 properties sold by auction in the UK.

These figures show that Auction House continues to deliver exceptional results for our clients, and this is a positive signal that the auction method continues to be popular, despite the uncertainty for the months ahead.

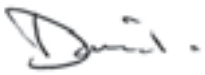
All our entries in our July auction would make excellent investment opportunities – we have residential properties, commercial buildings, and a piece of land all to offer. They are all suitable for a wide range of purchasers, including the owner occupier or an investor.

If you have a property that you are looking to put onto the rental market, our dedicated lettings team would be more than happy to assist. Our lettings department always remains busy, and our Head of Lettings – Richard - can be contacted on 01246 232698, for further information.

Our next auction will be held on the 4th September, and entries are currently being invited. Our highly experienced and professional team specialise in the sale of a wide range of entries. If selling by auction is something that you are interested in, contact our auction team for more information, and to book your FREE market appraisal!

We hope you will be able to join us at our sale, however if you are unable to attend, you can place a proxy bid on any of our lots. Contact the team for further information.

To all our July buyers and sellers, we wish you the best of luck!



David J Tate
BSc MRICS
(Chartered Surveyor) (Registered Valuer) Principal and Auctioneer

NEXT AUCTION DATES

4th September 2019 • 16th October 2019 • 4th December 2019

AUCTION INFORMATION

Administration Charge Purchasers will be required to pay by cheque or debit/credit card an administration charge of £750 (£625.00 + VAT payable to Copelands) or the fixed figure as stated in the property details, in addition to the deposit. A VAT receipt will be issued after the auction.

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

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

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

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

Deposit When you sign the Memorandum of Sale you will be asked to pay a deposit of 10% of the purchase price subject to a minimum deposit of £6,000. Deposits can only be paid by electronic bank transfer, bankers draft, personal cheque, debit card, credit card or building society cheque. Cash 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/copelands or www.auctionhouse.co.uk/southyorkshire.

***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.

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

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AUCTION HOUSE COPELANDS

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ORDER OF SALE

Wednesday 10th July 2019 12.30pm

The Copthorne Hotel, Bramall Lane, Sheffield S2 4SU

LOT	ADDRESS	*GUIDE PRICE	LOT TYPE
1	12 Hickleton Terrace, Thurnscoe, Rotherham, South Yorkshire	£15,000+	Residential
2	60 Whitehouse Road, Sheffield, South Yorkshire	£80,000	Residential
3	31 Godric Road, Sheffield, South Yorkshire	£40,000+	Residential

ORDER OF SALE

Wednesday 10th July 2019 7.00pm

The Chesterfield Football Club, The Proact Stadium, 1866 Sheffield Road, Chesterfield S41 8NZ

LOT	ADDRESS	*GUIDE PRICE	LOT TYPE
1	41 Mansfield Road, Sutton-In-Ashfield, Derbyshire	£46,000	Residential
2	20 Elmton Road, Creswell, Worksop, Derbyshire	£45,000	Commercial
3	Land to the rear of 47 Jessop Street, Codnor, Ripley, Derbyshire	£25,000+	Plots/Building Land
4	95 Springfield Crescent, Bolsover, Chesterfield, Derbyshire	£30,000	Residential
5	131 Market Street, Clay Cross, Chesterfield, Derbyshire	£95,000	Residential
6	5 Hyndley Road, Bolsover, Chesterfield, Derbyshire	£35,000	Residential
7	Apartment 1, 47 Brockwell Lane, Chesterfield, Derbyshire	£95,000	Residential
8	Buckingham's, 85-87 Newbold Road, Chesterfield, Derbyshire	£435,000+	Commercial
9	15 Occupation Close, Barlborough, Chesterfield, Derbyshire	£95,000	Residential
10	44 Hope Street, Chesterfield, Derbyshire	£65,000+	Residential

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

*Description on Auction Information page

Wednesday 10th July 2019
12.30pm

AUCTION HOUSE
SOUTH YORKSHIRE

3 lots for sale by auction
(unless previously sold or withdrawn)

The Copthorne Hotel
Bramall Lane
Sheffield
S2 4SU





Residential

1

12 Hickleton Terrace, Thurnscoe, Rotherham, South Yorkshire S63 0BS

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



An excellent opportunity to purchase a mid terraced house, arranged over three levels.

The property is situated within the popular area of Thurnscoe in Rotherham. The property requires a full scheme of repair and modernisation throughout. It is believed that the property would be of interest to an investor or a developer.

Location: The property is situated to the popular Thurnscoe area of Rotherham, with all of the usual local amenities and facilities nearby. The town centre of Rotherham is approximately 6 miles or so distant, having a wider range of shopping, cultural, and transport facilities, providing greater access to neighbouring towns and cities.

Tenure: See Legal Pack

Local Authority: Barnsley Metropolitan Borough Council

Solicitors: Richard Pearlman LLP, Patman House, 23-27 Electric Parade, George Lane, London, E18 2LS. Tel: 020 7739 6100. Ref: Anthony Bloom.

Energy Performance Certificate (EPC): Current Rating D

Additional Fees

Buyer's Premium: £1950 plus VAT (£2340 inc VAT), payable on exchange of contracts.

Administration Charge: £750 inc VAT payable on exchange of contracts.

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

Additional Fees and Disbursements will be charged to the buyer – see individual property details at auctionhouse.co.uk and Special Conditions of Sale for actual figures

Residential

2

60 Whitehouse Road, Sheffield, South Yorkshire S6 2WB

***GUIDE PRICE: £80,000 (plus fees)**







An excellent opportunity to purchase a two bedroom mid terraced property.

The property is situated in a popular and sought after location and benefits from a gas central heating system (not tested), and uPVC double glazing.The property briefly comprises of a lounge, kitchen, rear lobby, downstairs bathroom, storage cellar, and on the first floor are two bedrooms, together with a yard to the rear of the property.

Description:

Ground Floor: Lounge, accessed via the main entrance door with front double glazed window, central heating radiator with radiator cover and coving (not tested). Kitchen, having an excellent range of Cream wall and base units, sink unit with mixer tap and double glazed window above, washing machine, integrated fridge and freezer, electric oven, four ring gas hob, extractor fan, tiling to the back of the units, double radiator (not tested), cupboard and access to the first floor. Downstairs Bathroom, having a white suite comprising panelled bath, Mira shower unit, shower curtain and rail, pedestal wash hand basin and low flush WC, together with side obscure double glazed window, shaver point, central heating radiator (not tested) and cupboard housing the main combination boiler (not tested). The property is under a 10 year knot-weed management plan with insurance backed guarantees.

First Floor: A flight of stairs leads to the first floor landing, having access to both bedrooms. Bedroom One, having front facing double glazed window, exposed pine floorboards, and central heating radiator (not tested). Bedroom Two, having a rear facing double glazed window, central heating radiator (not tested), coving, and exposed floorboards.

Outside : The outside sees an enclosed rear yard with external water tap, and raised flower borders.

Special Conditions of Sale: Upon exchange of contracts, the purchaser shall pay Auction House the sum of £300 plus VAT (£360 inc VAT), for the auction searches.



Tenure: See Legal Pack

Local Authority: Sheffield City Council

Solicitors: Butterworths Solicitors, 3 Walker Terrace, Gateshead, Tyne & Wear, NE8 1EB. Tel: 0191 482 1152. Ref: Rebekah West.

Energy Performance Certificate (EPC): Current Rating D

Additional Fees

Buyer's Premium: £2000 plus VAT (£2400 inc VAT), payable on exchange of contracts.

Administration Charge: £900 inc VAT payable on exchange of contracts.

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

Additional Fees and Disbursements will be charged to the buyer - see individual property details at auctionhouse.co.uk and Special Conditions of Sale for actual figures

Residential

3

31 Godric Road, Sheffield, South Yorkshire S5 0AH

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





An excellent opportunity to purchase a three bedroomed semi detached house.

The property benefits from a newly installed combination boiler, providing central heating (not tested), and uPVC double glazed windows. The property has undergone a partial refurbishment - this includes re-plastering to some of the internal rooms, new central heating boiler, new alarm system, together with a new kitchen and bathroom. The property requires some cosmetic works to finish the property, and it is thought to be of interest to the owner occupier or the investor, having a potential rental income in the order of £575 per calendar month (£6900 per annum).



Description:

Ground Floor: A front entrance door leads to the entrance hall. Lounge, 4.1m x 3.7m. Kitchen, 4.9m x 2.7m, having a range of newly fitted base and wall units, insert sink, plumbing for automatic washing machine, and a door leading to the rear garden.

First Floor: A flight of stairs leads to the first floor. Bedroom One, 4.7m x 2.7m, having front facing double glazed window. Bedroom Two, 2.7m x 2.7m, having double glazed window. Bedroom Three, 3.0m x 1.8m, having front facing double glazed window. Bathroom, 1.8m x 1.3m, having a partially tiled suite, comprising bath, pedestal wash hand basin, and WC.

Outside: The outside sees a garden to the front, together with a driveway to the left hand side, leading to an enclosed rear garden.

Special Conditions of Sale: Upon exchange of contracts, the purchaser shall pay Auction House South Yorkshire the sum of £360.00 (inclusive of VAT), for the auction searches.

Tenure: See Legal Pack

Local Authority: Sheffield City Council

Solicitors: Poole Alcock LLP, Poplar House, 12 Manchester Road, Cheshire, SK9 1BG. Tel: 01625380063. Ref: Victoria Moetamedi.

Additional Fees

Buyer's Premium: £1495 plus VAT (£1794 inc VAT), payable on completion.

Administration Charge: £750 inc VAT payable on exchange of contracts.

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

Additional Fees and Disbursements will be charged to the buyer - see individual property details at auctionhouse.co.uk and Special Conditions of Sale for actual figures

Wednesday 10th July 2019
7.00pm

AUCTION HOUSE
COPELANDS

10 lots for sale by auction
(unless previously sold or withdrawn)

The Chesterfield Football Club
The Proact Stadium
1866 Sheffield Road
Chesterfield
S41 8NZ





Residential

1

41 Mansfield Road, Sutton-In-Ashfield, Derbyshire NG17 4EL

***GUIDE PRICE: £46,000 (plus fees)**







An excellent opportunity to purchase a three bedroomed mid terraced house.

The property is believed to benefit from gas fired central heating (not tested), and uPVC double glazing. The property would benefit from a scheme of repair and modernisation, and is thought to be of interest to the owner occupier or the investor, having a potential rental income in the order of £475 per calendar month (£5700 per annum).

Description:

Ground Floor: A uPVC entrance door leads to the lounge, 3.6m x 3.5m. Kitchen, 3.7m x 3.6m. Rear Entrance Hall, 2.3m x 1.3m. Bathroom, having bath, wash hand basin, and WC.

First Floor: A flight of stairs leads to the first floor. Bedroom One, 3.6m x 3.6m. Bedroom Two, 3.6m x 2.4. Bedroom Three.

Outside: The outside sees an enclosed rear yard.

Location: The property is located on Mansfield Road, approximately one mile from the town centre of Sutton In Ashfield, which has all of the usual local amenities and facilities nearby.

Special Conditions of Sale: Upon exchange of contracts, the purchaser shall pay Auction House Copelands the buyers premium of £950 plus VAT (£1140 inc VAT).



Tenure: See Legal Pack
Local Authority: Ashfield District Council
Energy Performance Certificate (EPC): Current Rating D

Additional Fees

Buyer's Premium: £950 plus VAT (£1140 inc VAT), payable on exchange of contracts.

Administration Charge: £750 inc VAT payable on exchange of contracts.

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

Additional Fees and Disbursements will be charged to the buyer - see individual property details at auctionhouse.co.uk and Special Conditions of Sale for actual figures

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Commercial/Industrial

2

20 Elmton Road, Creswell, Worksop, Derbyshire S80 4HE

***GUIDE PRICE: £45,000 (plus fees)**







An excellent opportunity to purchase a three storey mid terraced retail unit, benefiting from vacant possession

The property is thought to be suitable for a variety of uses, subject to the necessary local authority consents. The property is believed to be of interest to the owner occupier or investor, and has previously been let at £4800 per annum.

Description:
Ground Floor: Comprising of an Office, Kitchen Area, Disabled WC.
First Floor: Comprising of an Office, and two WC's.
Second Floor: Comprising of an office.
Special Conditions of Sale: Upon exchange of contracts, the purchaser shall pay Auction House Copelands the sum of £300 plus VAT (£360 inc VAT), for the auction searches.



Tenure: See Legal Pack
Local Authority: Bolsover District Council
Solicitors: Poole Alcock LLP, 6 Middlewich Road, Sandbach, Cheshire, CW11 1DL. Tel: 01270527046. Ref: Victoria Moetamedi.
Energy Performance Certificate (EPC): Current Rating D

Additional Fees
Buyer's Premium: £1250 plus VAT (£1500 inc VAT), payable on completion.
Administration Charge: £750 inc VAT payable on exchange of contracts.
Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Additional Fees and Disbursements will be charged to the buyer – see individual property details at auctionhouse.co.uk and Special Conditions of Sale for actual figures







3

Plots/Building Land

Land to the rear of 47 Jessop Street, Codnor, Ripley, Derbyshire DE5 9RP

***GUIDE PRICE:**

£25,000+ (plus fees)

An excellent opportunity to purchase a parcel of land.

The land measures approximately 204.22 metres squared, however the land has not formally been measured by ourselves, and we cannot guarantee accuracy of these measurements. The land is accessed off Jessop Street, Codnor. It is thought that the land would be of interest to the owner occupier or the developer, being suitable for a variety of uses (subject to the necessary local authority consents).

Description:

Location: The land is accessed off Jessop Street, Codnor, having all of the usual local amenities and facilities available nearby. The land has vehicular access between 49a and 57 Jessop Street.

Tenure: See Legal Pack

Local Authority: Amber Valley Borough Council

Solicitors: Hawley and Rodgers, 19-23 Granby Street, Loughbrough, Leicestershire, LE11 3DY. Tel: 01509 230333. Ref: Bhavesh Mistry.

Energy Performance Certificate (EPC): Current Rating N/A

Additional Fees

Buyer's Premium: £950 plus VAT (£1140 inc VAT), payable on completion.

Administration Charge: £750 inc VAT payable on exchange of contracts.

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

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AUCTION HOUSE
auctionhouse.co.uk

Residential

4

95 Springfield Crescent, Bolsover, Chesterfield, Derbyshire S44 6RY

***GUIDE PRICE: £30,000 (plus fees)**







An excellent opportunity to purchase a three bedroomed mid terraced house, requiring a complete scheme of repair and modernisation.

It is thought that the property would be of interest to the owner occupier or the investor, having a potential rental income in the order of £475 per calendar month (£5700 per annum), once the works have been completed.

Description:

Ground Floor: An entrance door leads to the entrance hall. Lounge, 6.0m x 3.5m, having front and rear facing double glazed window. Kitchen, 3.4m x 3.0m, having a rear facing double glazed window and rear entrance door. Rear Store, 2.9m x 1.7m, having useful storage space and rear facing window.

First Floor: Bedroom One, 3.5m x 3.4m, having front facing double glazed window and useful storage cupboard. Bedroom Two, 4.1m x 2.5m, having rear facing double glazed window. Bedroom Three, having front facing double glazed window. Bathroom, 2.2m x 1.7m, having a bath, WC, and wash hand basin, together with rear facing double glazed window.

Location: The property is located on Springfield Crescent, close to the town centre of Bolsover, which has all of the usual local amenities and facilities nearby.



Tenure: See Legal Pack

Local Authority: Bolsover District Council

Solicitors: Poole Alcock LLP, 6 Middlewich Road, Sandbach, Cheshire, CW11 1DL. Tel: 01270527046. Ref: Victoria Moetamedi.

Energy Performance Certificate (EPC): Current Rating TBC

Additional Fees

Buyer's Premium: £950 plus VAT (£1140 inc VAT), payable on completion.

Administration Charge: £750 inc VAT payable on exchange of contracts.

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

Additional Fees and Disbursements will be charged to the buyer – see individual property details at auctionhouse.co.uk and Special Conditions of Sale for actual figures

Residential

5

131 Market Street, Clay Cross, Chesterfield, Derbyshire S45 9LX

***GUIDE PRICE: £95,000 (plus fees)**







An excellent opportunity to purchase a five bedroomed end terraced house.

The property has previously been held as an investment, and would benefit from a scheme of modernisation, in order to bring it into a suitable condition. In addition, there is a large outbuilding, together with a garage, providing further storage space and the potential for further opportunities (subject to the necessary local authority consents).



Description:

Ground Floor: A rear entrance door leads to the kitchen, having rear and side facing double glazed window, a range of base and wall units, gas hob, insert electric oven and insert sink. Rear dining room, having rear facing double glazed window, radiator, and feature fireplace. Bedroom One, having front and side facing double glazed windows, together with pedestal wash hand basin. Bedroom Two, having front facing double glazed window, and feature fireplace.

First Floor: A flight of stairs leads to the first floor. Bedroom Three, having front and side facing double glazed window. Bedroom Four, having front facing double glazed window. Shower Room, having a shower cubicle, WC, and wash hand basin. Bedroom Five, having rear facing double glazed window, a useful storage cupboard, and a door leading to an en-suite. Bathroom, having a suite of sanitary fittings, comprising bath, pedestal wash hand basin, and WC, together with side facing double glazed window.

Outside: The outside sees an enclosed rear yard, together with a large outbuilding providing additional storage area and a large garage, having timber door and roller shutter door.

Special Conditions of Sale: Upon exchange of contracts, the purchaser shall pay Auction House the sum of £360.00 (inclusive of VAT), for the auction searches.

Tenure: See Legal Pack

Local Authority: North East Derbyshire District Council

Solicitors: Mulcahy Smith, 23 Regent Terrace, Gateshead, Tyne and Wear, NE8 1LU. Tel: 01909 490 1000. Ref: Gerard Blackburn.

Energy Performance Certificate (EPC): Current Rating D

Additional Fees

Buyer's Premium: 1.0% of the purchase price plus VAT (1.2% inc VAT), payable on completion.

Administration Charge: £750 inc VAT payable on exchange of contracts.

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

Additional Fees and Disbursements will be charged to the buyer - see individual property details at auctionhouse.co.uk and Special Conditions of Sale for actual figures

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AUCTION HOUSE

Residential

6

5 Hyndley Road, Bolsover, Chesterfield, Derbyshire S44 6RT

***GUIDE PRICE: £35,000 (plus fees)**







An excellent opportunity to purchase a three bedroom end town house.

The property benefits from uPVC double glazing and recently installed gas combination boiler (not tested). The property is in need of some cosmetic work throughout and it is thought that it would ideally suit the buy to let investor or owner occupier. The property would command a rental income of approximately £450pcm (£5400 per annum) once the work has been carried out.



Description:

Ground Floor: A uPVC entrance door leads to the lounge, 6.0m x 3.0m, having front and rear facing uPVC double glazed window, and two radiators. Kitchen, 3.3m x 3.1m, having a range of base and wall units, insert stainless steel sink, gas hob, plumbing for washing machine, and rear facing uPVC double glazed window. Utility Room, 2.4m x 1.9m, having useful storage cupboards, double glazed window, and uPVC side entrance door.

First Floor: A flight of stairs leads to the first floor. Bedroom One, 3.5m x 3.3m, having uPVC double glazed window, radiator, and over-stairs cupboard. Bedroom Two, 4.0m x 2.5m, having uPVC double glazed window and radiator. Bedroom Three, 3.3m x 1.9m, having uPVC double glazed window and radiator. Bathroom, 2.2m x 1.7m, having a suite of sanitary fittings, comprising bath, wash hand basin, and WC.

Tenure: See Legal Pack

Local Authority: Bolsover District Council

Solicitors: Anderson Partnership Solicitors, 71 Saltergate, Chesterfield, S40 1JS. Tel: 01246 220737. Ref: Alison Hardy.

Energy Performance Certificate (EPC): Current Rating D

Additional Fees

Buyer's Premium: £950 plus VAT (£1140 inc VAT), payable on completion.

Administration Charge: £750 inc VAT payable on exchange of contracts.

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

Additional Fees and Disbursements will be charged to the buyer - see individual property details at auctionhouse.co.uk and Special Conditions of Sale for actual figures

Residential

7

Apartment 1, 47 Brockwell Lane, Chesterfield, Derbyshire S40 4EA

***GUIDE PRICE: £95,000 (plus fees)**







An excellent opportunity to purchase a modern two bedroomed apartment.

The apartment is situated to the sought after area of Brockwell in Chesterfield. The property is currently let on an assured shorthold tenancy agreement, from December 2018, producing a monthly rental income in the order of £695 (£8340 per annum). It is thought the property would be of interest to the owner occupier or the investor. There is the option for an eight week completion on this property.

Description:

Location: The property is situated on Brockwell Lane, close to the centre of Chesterfield, which has a wide range of local amenities and transport facilities available nearby.
Accommodation: Comprising of kitchen/dining room, lounge, bedroom one, and bedroom two.
Outside: The outside sees communal gardens and ample off street parking.
Special Conditions of Sale: Upon exchange of contracts, the purchaser shall pay Auction House the sum of £360.00 (inclusive of VAT), for the auction searches.

Tenure: See Legal Pack
Local Authority: Chesterfield Borough Council
Solicitors: Poole Alcock LLP, 6 Middlewich Road, Sandbach, Cheshire, CW11 1DL. Tel: 01270527046. Ref: Victoria Moetamedi.
Energy Performance Certificate (EPC): Current Rating C

Additional Fees

Buyer's Premium: £950 plus VAT (£1140 inc VAT), payable on completion.
Administration Charge: £750 inc VAT payable on exchange of contracts.
Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Additional Fees and Disbursements will be charged to the buyer – see individual property details at auctionhouse.co.uk and Special Conditions of Sale for actual figures

Commercial

8

Buckingham's, 85-87 Newbold Road, Chesterfield, Derbyshire S41 7PU

***GUIDE PRICE: £435,000+ (plus fees)**











An excellent opportunity to purchase a substantial two storey brick building with additional attic accommodation.

The property was originally two semi detached houses, which have been combined to create one large detached property, currently running as 'Buckinghams Hotel'. The property benefits from lettable accommodation, situated to the first and upper floors, together with private accommodation to the lower ground floor. The property also benefits from a small car park to the front, together with enclosed rear gardens. The property has been well maintained, and is thought to be of interest to the investor or developer, being suitable for a variety of uses (subject to the necessary local authority consents).

Description:

Location : The property is located on Newbold Road, close to the town centre of Chesterfield, which has all the usual local amenities and transport facilities nearby. Junction 29 of the M1 motorway is some eight miles or so distant, providing greater access to the transport network.

Accommodation: An entrance lobby to the front elevation of the premises gives access to the trading areas, consisting of a reception area with a lobby, a small private dining area, bar area giving access to the rear of the property housing the main dining area, and a conservatory. There is a fully fitted kitchen on this level, which can be found to the rear of the property.

Lower Ground Floor - 4 en-suite bedrooms, domestic kitchen, and lounge.

The letting accommodation on the upper floors are all en-suite rooms, and comprise of the following: 6 en-suite bedrooms to the first floor, 4 en-suite bedrooms to the second floor (attic).

Outside: The outside sees a small car park to the front, housing four vehicular spaces, together with enclosed rear garden.

Tenure: See Legal Pack
Local Authority: Chesterfield Borough Council
Solicitors: BRM, 99 Saltergate, Chesterfield, S40 1LD. Tel: 01246 555111. Ref: Jonathan Knight.
Energy Performance Certificate (EPC): Current Rating C

Additional Fees

Buyer's Premium: 1% of the purchase price plus VAT (1.2% inc VAT), payable on completion.

Administration Charge: £750 inc VAT payable on exchange of contracts.

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

Additional Fees and Disbursements will be charged to the buyer - see individual property details at auctionhouse.co.uk and Special Conditions of Sale for actual figures

15 Occupation Close, Barlborough, Chesterfield, Derbyshire S43 4HS

***GUIDE PRICE: £95,000 (plus fees)**







An excellent opportunity to purchase a two bedroomed semi detached bungalow.

The property is well presented throughout, and benefits from gas central heating (not tested), and uPVC double glazing. The property also has the added bonus of ample attic storage and off road parking to rear. The bungalow is situated on a corner plot with easy access to J30 of the M1, and offers great links to Sheffield and Chesterfield. It is believed that the property would be of interest to the owner occupier or investor.

Description:

Accommodation: A uPVC entrance porch leads through to the kitchen, 2.97m x 1.83m (maximum overall dimensions), having a range of high gloss base and wall units, complementary work surfaces and tiled splash backs, ceramic sink with integrated oven, together with space and plumbing for a washing machine and space for a fridge. Lounge, 6.05m x 3.38m (maximum overall dimensions), having feature fireplace with electric fire and wood fire surround, together with a staircase leading to the attic area, and access to the rear garden.
Bedroom One, 4.37m x 3.02m (maximum overall dimensions). Bedroom Two, 3.43m x 2.87m (maximum overall dimensions). Bathroom, having a three piece white suite comprising of a panelled bath with mixer shower over, built in low flush WC, and hand wash basin with storage underneath, together with tiled flooring. Attic/Storage Space, 6.81m x 2.16m (maximum overall dimensions), having two velux windows and access to the eaves for further storage.
Outside: The outside sees a low maintenance gravelled side garden, with a gate giving access to the rear, which has a laid to lawn garden with hard standing for a garden shed. A further hard standing area opposite the property to the rear provides ample off road storage space, and a further area with a metal garden shed, also suitable for a garage (subject to the necessary permissions).



Tenure: See Legal Pack
Local Authority: Bolsover District Council
Solicitors: Poole Alcock LLP, 6 Middlewich Road, Sandbach, Cheshire, CW11 1DL. Tel: 01270527046. Ref: Victoria Moetamedi.
Energy Performance Certificate (EPC): Current Rating E

Additional Fees

Buyer's Premium: 1% of the purchase price plus VAT (subject to a minimum fee of £950 plus VAT), payable on completion.
Administration Charge: £750 inc VAT payable on exchange of contracts.
Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Additional Fees and Disbursements will be charged to the buyer – see individual property details at auctionhouse.co.uk and Special Conditions of Sale for actual figures

44 Hope Street, Chesterfield, Derbyshire S40 1DG

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







An excellent opportunity to purchase a two bedroomed mid terraced house.

The property would benefit from a scheme of renovation and modernisation. It is believed that the property would be of interest to the owner occupier or the investor, having a potential rental income in the order of £450 per calendar month (£5400 per annum).

Description:

Location: The property is located on Hope Street, and is situated to the popular Brampton area of Chesterfield, having all of the usual local amenities and facilities nearby.

Ground Floor: An entrance door leads to the lounge, having front facing window and radiator and gas fire (not tested). Kitchen, having a basic range of base and wall units, insert sink, rear facing window, and an entrance door.

First Floor: A flight of stairs leads to the first floor. Bedroom One, having front facing window. Bedroom Two. Bathroom, having a basic suite of sanitary fittings, comprising of a bath, WC, and wash hand basin.

Outside: The outside sees a small enclosed rear garden.



Tenure: See Legal Pack

Local Authority: Chesterfield Borough Council

Solicitors: Knights Plc, HQ Offices, 58 Nicholas Street, Chester, Chesire, CH1 2NP. Tel: 01244 896674. Ref: Amy Glasgow.

Energy Performance Certificate (EPC): Current Rating TBC

Additional Fees

Buyer's Premium: £1495 plus VAT (£1794 inc VAT), payable on completion.

Administration Charge: £750 inc VAT payable on exchange of contracts.

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

Additional Fees and Disbursements will be charged to the buyer – see individual property details at auctionhouse.co.uk and Special Conditions of Sale for actual figures

MEMORANDUM OF SALE

Property Address: | Lot No. | Price:

The Vendor:

The Purchaser:

Post Code: | Tel:

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

Purchase Price: £

Less Deposit: £

Balance: £

Dated:

Completion Date:

Signed:

Authorised Agent for Vendor

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

of:

Dated:

Signed:

The Purchaser

Purchasers Solicitor:

Post Code: | Tel:

Vendors Solicitor:

Post Code: | Tel:

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

In addition and at the same time, the purchaser is required to pay by cheque or debit/credit card to the Auctioneer an Administration Charge of £750 (£625.00 + VAT plus Buyers Premium if applicable. Please make cheques payable to Copelands.

NON-ATTENDING BID OR TELEPHONE BID

Please also sign and return the reverse side of this form

AUTHORISATION FOR BIDDING BY PROXY OR TELEPHONE

Full Name (s):

Name of Company (if applicable):

Home or Company (address):

Postcode:

Tel: Mobile:

Email:

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

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

PROPERTY AND BID DETAILS

Lot No.: Property Address:

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

(amount in words):

DEPOSIT (tick as applicable)

☐ I attach a cheque for 10% of my proxy bid or £6000, whichever is the greater, plus Administration Charge of £750 (£625.00 + VAT payable to Copelands). Plus Buyers Premium if applicable.

OR

☐ I attach a blank cheque to be completed by the Auctioneer if my bid is successful, within which he will include an Administration fee of £750 (£625.00 + VAT).

My cheque of £ payable to COPELANDS (amount if applicable)

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

Date of Birth Period living at current address NI Number

Passport Number

Driving Licence Number

Previous address if less than 6 months

SOLICITORS

My solicitors are:

Of (address):

Postcode:

Tel: Person Acting:

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

Signed: **Date:**

PLEASE MARK THE ENVELOPE EITHER PROXY OR TELEPHONE BID

TERMS AND CONDITIONS FOR TELEPHONE BIDS AND BIDDING BY LETTER

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

1. The bidder must complete a separate authority form for each Lot involved, and provide a bankers draft, solicitor's client's account cheque or personal cheque for 10% of the maximum amount of the bid for each Lot. Please note the minimum deposit for any bid is £6,000 PER LOT.

2. The bidder must upload Proof of Identity in the form of a scan of a driving licence or passport, and a scan of a utility bill to the Auctions Passport Service that accesses the property's Legal Pack. Also you authorise Auction House to undertake a search with Experian for the purpose of verifying your identity. To do so Experian may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.

3. The form must be sent to, or delivered to: Copelands, Bridge House, Hady Hill, Chesterfield S41 0DT 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 £6,000) and the balance of the deposit (if any) will be held by the vendors solicitor pending completion. An Administration charge of £750 (£625.00 plus VAT payable to Copelands) should be provided on a separate cheque made payable to Copelands.

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 indebtness (not including a rentcharge).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VAT
Value Added Tax or other tax of a similar nature.

VAT option
An option to tax.

We (and us and our)
The **auctioneers**.

You (and your)
Someone who has a copy of the **catalogue** or who attends or bids at the **auction**, whether or not a **buyer**.

AUCTION CONDUCT CONDITIONS

A1 INTRODUCTION

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

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

A2 OUR ROLE

A2.1 As agents for each **seller** we have authority to:
(a) prepare the **catalogue** from information supplied by or on behalf of each **seller**;
(b) offer each **lot** for sale;
(c) sell each **lot**;
(d) receive and hold deposits;
(e) sign each **sale memorandum**; and
(f) treat a **contract** as repudiated if the **buyer** fails to sign a **sale memorandum** or pay a deposit as required by these **auction conduct conditions**.

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

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

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

A3 BIDDING AND RESERVE PRICES

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

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

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

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

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

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

A4 THE PARTICULARS AND OTHER INFORMATION

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

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

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

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

A5 THE CONTRACT

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

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

A5.3 **You** must before leaving the **auction**:
(a) provide all information **we** reasonably need from **you** to enable **us** to complete the **sale memorandum** (including proof of your identity if required by **us**);
(b) sign the completed **sale memorandum**; and
(c) pay the deposit.

A5.4 If **you** do not **we** may either:
(a) as agent for the **seller** treat that failure as **your** repudiation of the **contract** and offer the **lot** for sale again: the **seller** may then have a claim against **you** for breach of contract; or
(b) sign the **sale memorandum** on **your** behalf.

A5.5 The deposit:
(a) is to be held as stakeholder where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**, but otherwise is to be held as stated in the **sale conditions**; and
(b) must be paid in pounds sterling by cheque or by bankers' draft made payable to **us** on an **approved financial institution**. The extra auction conduct conditions may state if **we** accept any other form of payment.

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

A5.7 If the **buyer** does not comply with its obligations under the **contract** then:
(a) **you** are personally liable to buy the **lot** even if **you** are acting as an agent; and
(b) **you** must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.

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

A6 EXTRA AUCTION CONDUCT CONDITIONS

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

GENERAL CONDITIONS OF SALE

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

G1. THE LOT

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

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

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

G1.4 The **lot** is also sold subject to such of the following as may affect it, whether they arise before or after the **contract date** and whether or not they are disclosed by the **seller** or are apparent from inspection of the **lot** or from the **documents**:
(a) matters registered or capable of registration as local land charges;
(b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
(c) notices, orders, demands, proposals and requirements of any competent authority;
(d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
(e) rights, easements, quasi-easements, and wayleaves;
(f) outgoings and other liabilities;
(g) any interest which overrides, within the meaning of the Land Registration Act 2002;
(h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the **buyer** has made them; and
(i) anything the **seller** does not and could not reasonably know about.

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

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

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

G2. DEPOSIT

G2.1 The amount of the deposit is the greater of:
(a) any minimum deposit stated in the **auction conduct conditions** (or the total **price**, if this is less than that minimum); and
(b) 10% of the **price** (exclusive of any **VAT** on the **price**).

G2.2 The deposit
(a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept); and
(b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the **seller**.

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

G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the **seller** may treat the **contract** as at an end and bring a claim against the **buyer** for breach of contract.

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

G3. BETWEEN CONTRACT AND COMPLETION

G3.1 Unless the **special conditions** state otherwise, the **seller** is to insure the **lot** from and including the **contract date** to **completion** and:
(a) produce to the **buyer** on request all relevant insurance details;
(b) pay the premiums when due;
(c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
(d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;
(e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and
(f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim;
and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.

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

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

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

G4. TITLE AND IDENTITY

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

G4.2 If any of the **documents** is not made available before the **auction** the following provisions apply:
(a) The **buyer** may raise no requisition on or objection to any of the **documents** that is made available before the **auction**.
(b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the **lot** is being sold.
(c) If the **lot** is not registered land the **seller** is to give to the **buyer** within five **business days** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the **buyer** the original or an examined copy of every relevant **document**.
(d) If title is in the course of registration, title is to consist of certified copies of:
(i) the application for registration of title made to the land registry;
(ii) the **documents** accompanying that application;
(iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
(iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the **buyer**.
(e) The **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.

G4.3 Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that (and the **transfer** shall so provide):
(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **buyer**; and
(b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.

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

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

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

G5. TRANSFER

G5.1 Unless a form of **transfer** is prescribed by the **special conditions**:
(a) the **buyer** must supply a draft **transfer** to the **seller** at least ten **business days** before the **agreed completion date** and the engrossment (signed as a deed by the **buyer** if **condition** G5.2 applies) five **business days** before that date or (if later) two **business days** after the draft has been approved by the **seller**; and
(b) the **seller** must approve or revise the draft **transfer** within five **business days** of receiving it from the **buyer**.

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

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

G6. COMPLETION

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

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

G6.3 Payment is to be made in pounds sterling and only by:
(a) direct transfer to the **seller's** conveyancer's client account; and
(b) the release of any deposit held by a stakeholder.

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

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

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

G7. NOTICE TO COMPLETE

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

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

G7.3 If the **buyer** fails to comply with a notice to complete the **seller** may, without affecting any other remedy the **seller** has:
(a) terminate the **contract**;
(b) claim the deposit and any interest on it if held by a stakeholder;
(c) forfeit the deposit and any interest on it;
(d) resell the **lot**; and
(e) claim damages from the **buyer**.

G7.4 If the **seller** fails to comply with a notice to complete the **buyer** may, without affecting any other remedy the **buyer** has:
(a) terminate the **contract**; and
(b) recover the deposit and any interest on it from the **seller** or, if applicable, a stakeholder.

G8. IF THE CONTRACT IS BROUGHT TO AN END

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

G9. LANDLORD'S LICENCE

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

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

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

G9.4 The **seller** must:
(a) use all reasonable endeavours to obtain the licence at the **seller's** expense; and
(b) enter into any authorised guarantee agreement properly required.

G9.5 The **buyer** must:
(a) promptly provide references and other relevant information; and
(b) comply with the landlord's lawful requirements.

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

G10. INTEREST AND APPORTIONMENTS

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

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

G10.3 Income and outgoings are to be apportioned at **actual completion date** unless:
(a) the **buyer** is liable to pay interest; and
(b) the **seller** has given notice to the **buyer** at any time up to **completion** requiring apportionment on the date from which interest becomes payable by the **buyer**;
in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the **buyer**.

G10.4 Apportionments are to be calculated on the basis that:
(a) the **seller** receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
(b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
(c) where the amount to be apportioned is not known at **completion** apportionment is to be made by reference to a reasonable estimate and further payment is to be made by **seller** or **buyer** as appropriate within five **business days** of the date when the amount is known.

G11. ARREARS

Part 1 Current rent

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

G11.7 Part 3 of this **condition** G11 applies where the **special conditions**:
(a) so state; or
(b) give no details of any **arrears**.

G11.8 While any **arrears** due to the **seller** remain unpaid the **buyer** must:
(a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the **tenancy**;
(b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the **interest rate** calculated on a daily basis for each subsequent day's delay in payment);
(c) on request, at the cost of the **seller**, assign to the **seller** or as the **seller** may direct the right to demand and sue for **old arrears**, such assignment to be in such form as the **seller's** conveyancer may reasonably require;
(d) if reasonably required, allow the **seller's** conveyancer to have on loan the counterpart of any **tenancy** against an undertaking to hold it to the **buyer's** order;
(e) not without the consent of the **seller** release any tenant or surety from liability to pay **arrears** or accept a surrender of or forfeit any **tenancy** under which **arrears** are due; and
(f) if the **buyer** disposes of the **lot** prior to recovery of all **arrears** obtain from the **buyer's** successor in title a covenant in favour of the **seller** in similar form to part 3 of this **condition** G11.

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

G12. MANAGEMENT

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

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

G12.3 The **seller** must consult the **buyer** on all management issues that would affect the **buyer** after **completion** (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a **tenancy**; or a new tenancy or agreement to grant a new tenancy) and:
(a) the **seller** must comply with the **buyer's** reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the **seller** to a liability that the **seller** would not otherwise have, in which case the **seller** may act reasonably in such a way as to avoid that liability;
(b) if the **seller** gives the **buyer** notice of the **seller's** intended act and the **buyer** does not object within five **business days** giving reasons for the objection the **seller** may act as the **seller** intends; and
(c) the **buyer** is to indemnify the **seller** against all loss or liability the **seller** incurs through acting as the **buyer** requires, or by reason of delay caused by the **buyer**.

G13. RENT DEPOSITS

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

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

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

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

G14. VAT

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

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

G15. TRANSFER AS A GOING CONCERN

G15.1 Where the **special conditions** so state:
(a) the **seller** and the **buyer** intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
(b) this **condition** G15 applies.

G15.2 The **seller** confirms that the **seller**
(a) is registered for **VAT**, either in the **seller's** name or as a member of the same **VAT** group; and
(b) has (unless the sale is a standard-rated supply) made in relation to the **lot** a **VAT option** that remains valid and will not be revoked before **completion**.

G15.3 The **buyer** confirms that:
(a) it is registered for **VAT**, either in the **buyer's** name or as a member of a **VAT** group;
(b) it has made, or will make before **completion**, a **VAT option** in relation to the **lot** and will not revoke it before or within three months after **completion**;
(c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
(d) it is not buying the **lot** as a nominee for another person.

G15.4 The **buyer** is to give to the **seller** as early as possible before the **agreed completion date** evidence:
(a) of the **buyer's VAT** registration;
(b) that the **buyer** has made a **VAT option**; and
(c) that the **VAT option** has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, **condition** G14.1 applies at **completion**.

G15.5 The **buyer** confirms that after **completion** the **buyer** intends to:
(a) retain and manage the **lot** for the **buyer's** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**; and
(b) collect the rents payable under the **tenancies** and charge **VAT** on them

G15.6 If, after **completion**, it is found that the sale of the **lot** is not a transfer of a going concern then:
(a) the **seller's** conveyancer is to notify the **buyer's** conveyancer of that finding and provide a **VAT** invoice in respect of the sale of the **lot**;
(b) the **buyer** must within five **business days** of receipt of the **VAT** invoice pay to the **seller** the **VAT** due; and
(c) if **VAT** is payable because the **buyer** has not complied with this **condition** G15, the **buyer** must pay and indemnify the **seller** against all costs, interest, penalties or surcharges that the **seller** incurs as a result.

G16. CAPITAL ALLOWANCES

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

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

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

G16.4 The **seller** and **buyer** agree:
(a) to make an election on **completion** under Section 198 of the Capital Allowances Act 2001 to give effect to this **condition** G16; and
(b) to submit the value specified in the **special conditions** to HM Revenue and Customs for the purposes of their respective capital allowance computations.

G17. MAINTENANCE AGREEMENTS

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

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

G18. LANDLORD AND TENANT ACT 1987

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

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

G19. SALE BY PRACTITIONER

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

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

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

G19.4 The **lot** is sold:
(a) in its condition at **completion**;
(b) for such title as the **seller** may have; and
(c) with no title guarantee;
and the **buyer** has no right to terminate the contract or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.

G19.5 Where relevant:
(a) the **documents** must include certified copies of those under which the **practitioner** is appointed, the document of appointment and the **practitioner's** acceptance of appointment; and
(b) the **seller** may require the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.

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

G20. TUPE

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

G20.2 If the **special conditions** do not state "There are no employees to which **TUPE** applies" the following paragraphs apply:
(a) The **seller** must notify the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion** (the "Transferring Employees"). This notification must be given to the **buyer** not less than 14 days before **completion**.
(b) The **buyer** confirms that it will comply with its obligations under **TUPE** and any **special conditions** in respect of the Transferring Employees.
(c) The **buyer** and the **seller** acknowledge that pursuant and subject to **TUPE**, the contracts of employment between the Transferring Employees and the **seller** will transfer to the **buyer** on **completion**.
(d) The **buyer** is to keep the **seller** indemnified against all liability for the Transferring Employees after **completion**.

G21. ENVIRONMENTAL

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

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

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

G22. SERVICE CHARGE

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

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

G22.3 Within two months after **completion** the **seller** must provide to the **buyer** a detailed service charge account for the service charge year current on **completion** showing:
(a) service charge expenditure attributable to each **tenancy**;
(b) payments on account of service charge received from each tenant;
(c) any amounts due from a tenant that have not been received;
(d) any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.

G22.4 In respect of each **tenancy**, if the service charge account shows that:
(a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the **seller** must pay to the **buyer** an amount equal to the excess when it provides the service charge account;
(b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds;
but in respect of payments on account that are still due from a tenant **condition** G11 (**arrears**) applies.

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

G22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
(a) the **seller** must pay it (including any interest earned on it) to the **buyer** on **completion**; and
(b) the **buyer** must covenant with the **seller** to hold it in accordance with the terms of the **tenancies** and to indemnify the **seller** if it does not do so.

G23. RENT REVIEWS

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

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

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

G23.4 The **seller** must promptly:
(a) give to the **buyer** full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
(b) use all reasonable endeavours to substitute the **buyer** for the **seller** in any rent review proceedings.

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

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

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

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

G24. TENANCY RENEWALS

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

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

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

G24.4 Following **completion** the **buyer** must:
(a) with the co-operation of the **seller** take immediate steps to substitute itself as a party to any proceedings;
(b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the **tenancy** and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
(c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed **tenancy**) account to the **seller** for the part of that increase that relates to the **seller's** period of ownership of the **lot** within five **business days** of receipt of cleared funds.

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

G25. WARRANTIES

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

G25.2 Where a warranty is assignable the **seller** must:
(a) on **completion** assign it to the **buyer** and give notice of assignment to the person who gave the warranty; and
(b) apply for (and the **seller** and the **buyer** must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by **completion** the warranty must be assigned within five **business days** after the consent has been obtained.

G25.3 If a warranty is not assignable the **seller** must after **completion**:
(a) hold the warranty on trust for the **buyer**; and
(b) at the **buyer's** cost comply with such of the lawful instructions of the **buyer** in relation to the warranty as do not place the **seller** in breach of its terms or expose the **seller** to any liability or penalty.

G26. NO ASSIGNMENT

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

G27. REGISTRATION AT THE LAND REGISTRY

G27.1 This condition G27.1 applies where the **lot** is leasehold and its sale either triggers first registration or is a registrable disposition. The **buyer** must at its own expense and as soon as practicable:
(a) procure that it becomes registered at Land Registry as proprietor of the **lot**;
(b) procure that all rights granted and reserved by the lease under which the **lot** is held are properly noted against the affected titles; and
(c) provide the **seller** with an official copy of the register relating to such lease showing itself registered as proprietor.

G27.2 This condition G27.2 applies where the **lot** comprises part of a registered title. The **buyer** must at its own expense and as soon as practicable:
(a) apply for registration of the **transfer**;
(b) provide the **seller** with an official copy and title plan for the **buyer's** new title; and
(c) join in any representations the **seller** may properly make to Land Registry relating to the application.

G28. NOTICES AND OTHER COMMUNICATIONS

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

G28.2 A communication may be relied on if:
(a) delivered by hand; or
(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
(c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the **sale memorandum**) by a postal service that offers normally to deliver mail the next following **business day**.

G28.3 A communication is to be treated as received:
(a) when delivered, if delivered by hand; or
(b) when personally acknowledged, if made electronically;
but if delivered or made after 1700 hours on a **business day** a communication is to be treated as received on the next **business day**.

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

G29. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

Going once...

The most suitable properties for auction include:

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

Auction dates:

4th September 2019

16th October 2019

4th December 2019

auctionhouse.co.uk/copelands
auctionhouse.co.uk/southyorkshire

Bridge House, Hady Hill
Chesterfield S41 0DT
0124 623 2698 (Chesterfield)
chesterfield@auctionhouse.co.uk
0114 223 0777 (Sheffield)
sheffield@auctionhouse.co.uk

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