

auction: Wednesday 22nd February 2012 6:30pm
SEDFIELD RACECOURSE, SEDGFELD, STOCKTON-ON-TEES TS21 2HW



Tees Valley
Land & Property Auctioneers



the **property** auction specialist



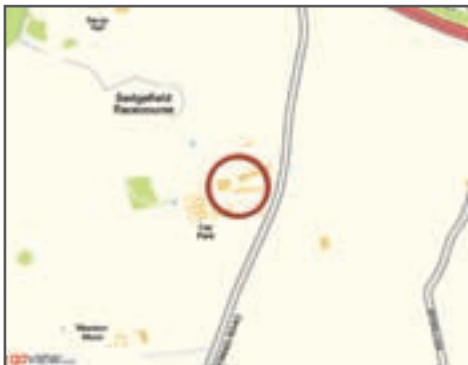
11 Lots
For Sale By Auction
(Unless previously sold or withdrawn)

Auction Venue



Sedgefield Racecourse

Sedgefield, Stockton-on-Tees TS21 2HW



Auction Office

85 Borough Road, Middlesbrough TS1 3AA

Tel: 0845 241 2112 Fax: 01642 239033

Email: teesvalley@auctionhouse.uk.net

www.auctionhouse.uk.net

Auction Team:

Paul Rogers, Lawrie Stewart, Carol Cottrell, Jim Johnstone, Chris Newell,
Sue Hewitson, Margaret Stewart, Jo Shutt, Catherine Bell

Message from the Auctioneers



Lawrie Stewart



Paul Rogers

A terrific end to 2011 saw Auction House achieve an 80% sales conversion rate which proves that we are worthy of our number two position of biggest auction houses in the country.

We also received the Estate Agency industry's benchmarks for excellence with Auction House receiving both Gold and Silver at the Estate Agent of the Year Awards.

2012, looks like another record year as we have 3000 entries for our auctions so far with auction lots coming thick and fast.

A new year and a new opportunity to sell your property with the introduction of our NO SALE – NO FEE option...

Looking ahead we expect house sale volumes to "flat line" in 2012, and for the economic squeeze to drive up repossession and receivership instructions. We anticipate local demand for auction lots will be strong throughout the year as buyers search for best value. With rising residential rents and capital growth offered through refurbishment, the climate bodes well for us. More private sellers will switch from private treaty to auction in order to achieve a definite sale.

Auction House Tees Valley operates an unconditional auction. In this type of auction legal exchange of contracts is on the fall of the gavel, legal completion is within 28 days and legal documents are available for inspection prior to bidding.

There are other auctioneers operating locally whom predominantly offer conditional sales where a non-refundable deposit is payable without any legal documents being available. Please be careful not to compare these directly as these offer a very different service and type of sale. In our opinion, they cannot offer the benefits our method of sale offers, with the transparency of sale it provides to both sellers and buyers.

There are also a number of auction companies advertising, sell for free, where the buyer pays a buyers premium of 5% + VAT (minimum £5,000 + VAT). This effectively pays the sellers fees (auctioneers fees, introducing agents fees and marketing fees) and is added to the purchase price.

Please note that this does not apply to any of the lots in this catalogue, our sellers pay their own fees, what you pay is what you bid, realising the properties true value for both buyer and seller.

With regards to our February sale we are pleased with the range of properties to be offered and are most grateful to our clients and partner agents, who have kindly entrusted us with their properties to sell.

We look forward to seeing you at the open house viewings and would remind you that we offer facilities to download legal documents free of charge from our new and improved website www.auctionhouse.uk.net/teesvalley.

If you are an existing property agent in the Tees Valley area that might have clients with suitable properties for sale by auction please call us and see how we can work together: We already have a wide network of partner agents across the region who benefit from offering a joint auction service. Please call our business development manager Jim Johnstone on 07795 199491 who will be delighted to discuss the opportunity with you.

Our next auction for 2012 is scheduled for Tuesday 3rd April with a closing date for entries on the 9th March.

We are taking new instructions for this sale and if you have a property or land that needs to be sold, call the Auction House team on 0845 241 2112.

**To be part of our success please call
0845 241 2112 for advice on how to
sell your property at our future
auction to be held on**

3rd April 2012 - Riverside Stadium

17th May 2012 - Sedgefield Racecourse

27th June 2012 - Sedgefield Racecourse

Order of Sale

Wednesday 22nd February 2012, Sedgefield Racecourse, Sedgefield, Stockton-on-Tees TS21 2HW

LOT	ADDRESS	GUIDE PRICE	LOT TYPE
1	22 Carrick Street, Hartlepool TS24 9JG	£30,000 - £40,000	Residential
2	12 Raby Street, Evenwood, Bishop Auckland DL14 9QG	£35,000 - £45,000	Residential
3	2 Ashtree Terrace, Low Worsall, Yarm TS15 9PN	SOLD PRIOR	Residential
4	Westgarth Farm, Copley Bent, Butterknowle, Bishop Auckland DL13 5QL	£135,000 - £155,000	Residential
5	2 Redcar Road, Guisborough TS14 6DB	£175,000 - £195,000	Mixed Use
6	33 Campbell Street, Tow Law DL13 4DX	£45,000 - £55,000	Residential
7	97 Roman Road, Linthorpe, Middlesbrough TS5 5PH	£120,000 - £140,000	Residential
8	18 Arthur Terrace, Bishop Auckland DL14 6BL	£65,000 - £75,000	Residential
9	3 William Street, Ferryhill DL17 0DJ	£35,000 - £45,000	Residential
10	28 Albatross Way, Darlington DL1 1DN	£85,000 - £95,000	Residential
11	85 Cornwall Street, Hartlepool TS25 5RG	£25,000 - £35,000	Residential

Catalogue Subscription Form



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Auction Catalogue Subscription, Auction House Tees Valley, 85 Borough Road, Middlesbrough TS1 3AA.

Name _____

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Postcode _____

Telephone _____ Home _____ Business _____ Mobile _____

Email _____

Payment Enclosed Cheque No: _____

Viewing Schedule

LOT	ADDRESS	TIME	DATE
1	22 Carrick Street, Hartlepool TS24 9JG	15.15 - 15.45 15.15 - 15.45 15.15 - 15.45 15.15 - 15.45 15.15 - 15.45	Saturday 4th February Wednesday 8th February Saturday 11th February Wednesday 15th February Saturday 18th February
2	12 Raby Street, Evenwood, Bishop Auckland DL14 9QG	11.30 - 12.00 11.30 - 12.00 11.30 - 12.00 11.30 - 12.00 11.30 - 12.00	Saturday 4th February Wednesday 8th February Saturday 11th February Wednesday 15th February Saturday 18th February
3	2 Ashtree Terrace, Low Worsall, Yarm TS15 9PN	SOLD PRIOR	
4	Westgarth Farm, Copley Bent, Butterknowle, Bishop Auckland DL13 5QL	By Appointment Only	
5	2 Redcar Road, Guisborough TS14 6DB	10.00 - 10.30 10.00 - 10.30 10.00 - 10.30 12.00 - 12.30 10.00 - 10.30	Saturday 4th February Wednesday 8th February Saturday 11th February Thursday 16th February Saturday 18th February
6	33 Campbell Street, Tow Law DL13 4DX	10.00 - 10.30 10.00 - 10.30 10.00 - 10.30 10.00 - 10.30 10.00 - 10.30	Saturday 4th February Wednesday 8th February Saturday 11th February Wednesday 15th February Saturday 18th February
7	97 Roman Road, Linthorpe, Middlesbrough TS5 5PH	10.30 - 11.00 10.30 - 11.00 10.30 - 11.00 10.30 - 11.00 10.30 - 11.00	Saturday 4th February Wednesday 8th February Saturday 11th February Wednesday 15th February Saturday 18th February
8	18 Arthur Terrace, Bishop Auckland DL14 6BL	11.30 - 12.00 10.30 - 11.00 11.30 - 12.00 10.30 - 11.00 11.30 - 12.00	Saturday 4th February Wednesday 8th February Saturday 11th February Wednesday 15th February Saturday 18th February
9	3 William Street, Ferryhill DL17 0DJ	By Appointment Only	
10	28 Albatross Way, Darlington DL1 1DN	12.45 - 13.15 12.45 - 13.15 12.45 - 13.15 12.45 - 13.15 12.45 - 13.15	Saturday 4th February Wednesday 8th February Saturday 11th February Wednesday 15th February Saturday 18th February
11	85 Cornwall Street, Hartlepool TS25 5RG	14.15 - 14.45 14.15 - 14.45 14.15 - 14.45 14.15 - 14.45 14.15 - 14.45	Saturday 4th February Wednesday 8th February Saturday 11th February Wednesday 15th February Saturday 18th February

If you are unable to attend an open day and want to view any of the above lots then contact Auction House Tees Valley on 0845 241 2112 to arrange a separate viewing

LOT 1

22 Carrick Street
Hartlepool TS24 9JG

Residential

GUIDE PRICE

£30,000 - £40,000

IDEAL FIRST-TIME BUYER / INVESTMENT OPPORTUNITY

A two bedroom mid terraced property with gas central heating and double glazing.

Ground Floor:

Lounge - To the front aspect with central heating radiator.

Kitchen - Fitted with range of wall and base units.

Downstairs WC - Fitted with WC and wall mounted wash hand basin.

First Floor:

Bedroom One - To the front of the property.

Bedroom Two - To the rear of the property

Bathroom - Fitted with white bathroom suite comprising WC, wash hand basin and straight panelled bath.

Outside: Small walled garden to front and paved garden to rear.

Directions:

From the A179 head towards Hartlepool Town Centre, When on Easington Road take the first left onto Jones Road, at the end of this road turn left onto Davison Drive then take the first right onto Carrick Street.

N.B. The Energy Performance Certificate for this property will be available in the legal pack.



Tenure: Freehold

Services: Interested parties are invited to make their own enquiries of the relevant authorities as to the availability of the services.

Local Authority: Hartlepool Borough Council. Tel: 01429 266522

Viewing: Strictly by appointment with the Auctioneers. Tel: 0845 241 2112

Solicitors: Lupton Fawcett LLP, Yorkshire House, 26 East Parade, Leeds LS1 5BD Tel: 0113 280 2061 Ref: Mr Richard Baum

Plans and Photographs: The plans and photographs are there to aid identification of the property only. The plans are not to scale.



AUCTION DATES 2012

3rd April

17th May

27th June

12th September

24th October

5th December

TRY OUR NO SALE/NO FEE OPTION

LOT 2

12 Raby Street, Evenwood, Bishop Auckland DL14 9QG

Residential

GUIDE PRICE

£35,000 - £45,000

SUPERB INVESTMENT OPPORTUNITY/ FIRST-TIME PURCHASE

Spacious three bedroom end-terraced home situated within Evenwood, a small village on the outskirts of Bishop Auckland. Requiring only a degree of updating, this home comprises, in brief, entrance, hallway, lounge, dining room, kitchen and downstairs WC to ground floor. The first floor comprises three bedrooms and bathroom with a refitted white bathroom suite. This home features gas central heating and UPVC double glazing. OFF STREET PARKING available in rear yard.

Ground Floor:

Entrance Hall
Hallway
Lounge – 13'6" x 12'9" (max)
Dining Room – 14'10" x 12'10" (max)
Kitchen – 19'1" x 6'1"
Downstairs WC

First Floor:

Landing
Bedroom One – 15'9" x 8'2" (to fitted wardrobe)
Bedroom Two – 12'6" x 10'2" (into alcove)
Bedroom Three – 12'7" (max) x 6'11"
Bathroom

Outside:

OFF STREET PARKING available in rear yard.

Directions:

Take the A688 towards Evenwood. Take Evenwood Lane, where the road forks bear right onto Raby Street.



Tenure: Freehold

Services: Interested parties are invited to make their own enquiries of the relevant authorities as to the availability of the services.

Local Authority: Durham County Council. Tel: 0191 383 4567.

Viewing: Strictly by appointment with the Auctioneers. Tel: 0845 241 2112.

Solicitors: TBI Law, 8 Newgate Street, Barnard Castle, County Durham DL12 8NG. Tel: 01833 638326 Ref: Mr Ian Cowan.

Plans and Photographs: The plans and photographs are there to aid identification of the property only. The plans are not to scale.

Services and Appliances: Please note that any services, heating systems or appliances have not been tested and no warranty can be given or implied as to their working order.



LOT 3

Residential

2 Ashtree Terrace, Low Worsall, Yarm TS15 9PN

GUIDE PRICE

£150,000 - £170,000

Charming two bedroom mid-terraced cottage, circa 1800's

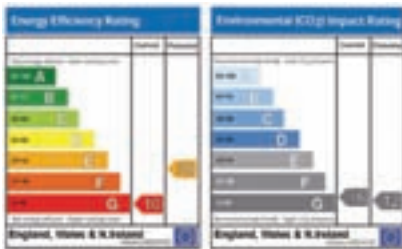
Situated in the idyllic and much sought after village of Low Worsall, near Yarm. This property offers a wealth of charm and character with original features such as exposed beams and has also been maintained and updated throughout the years to a very high standard featuring a stylish new fitted bathroom and new decoration throughout.

Ground Floor: Entrance – Enter via a hardwood part glazed external door. Fitted coir matting. An internal door leads into the lounge. Lounge – 15'9" x 15'8" – A spacious, yet cosy, reception room featuring skimmed walls and exposed beams. The focal point to the lounge is a brick built fireplace with open fire. Two electric storage heaters. A spiral staircase leads to the first floor. Kitchen – 21'7" x 5'0" – Situated across the rear of this home with an oak fitted kitchen featuring a range of wall and base units. A stainless steel single bowl and drainer kitchen sink is inset to worktop. Plumbing available for an automatic washing machine and dishwasher. Oak effect laminate flooring to one side of this room with a tiled floor to the fitted kitchen. An external door leads out into the rear garden.

First Floor: Landing – Built-in storage cupboard and airing cupboard. Bedroom One – 11'10" x 8'6" – Situated to the front of this home. Low access via drop down ladder. Built-in wardrobes. Loft window. Electric storage heater. Bedroom Two – 11'2" x 8'0" – Situated to the front of this home. Built-in wardrobe. Bathroom – Stylish new fitted bathroom featuring a modern white suite comprising WC with concealed cistern, wash hand basin inset to fitted vanity furniture and a straight panelled bath with electric shower over and shower screen. Chrome heated towel rail. Shaver socket. Tiled walls and floor

Outside: Externally is a good sized garden with rural views to the rear with a small garden to the front and also a DETACHED GARAGE.

Directions: From Yarm take the B1264 towards Low Worsall, pass the Ship Inn on the right hand side. Turn right onto Village Road the property is on the left hand side opposite Manor Court.



Tenure: Freehold

Services: Interested parties are invited to make their own enquiries of the relevant authorities as to the availability of the services.

Local Authority: Hambleton District Council. Tel: 0845 121 1555

Viewing: Strictly by appointment with the Auctioneers. Tel: 0845 241 2112

Solicitors: Jacksons Law, Innovation House, Yarm Road, Stockton-on-Tees TS18 3TN Tel: 01642 356500 Ref: Ms Gina Dowson

Plans and Photographs: The plans and photographs are there to aid identification of the property only. The plans are not to scale.

Services and Appliances: Please note that any services, heating systems or appliances have not been tested and no warranty can be given or implied as to their working order.



LOT 4

Westgarth Farm, Copley Bent,
Butterknowle, Bishop Auckland DL13 5QL

Residential

GUIDE PRICE

£135,000 - £155,000

DEVELOPMENT OPPORTUNITY.

A former pig farm with farmhouse, outbuildings and approximately 7 acres available for sale.

The large pig sheds offer huge potential, subject to relevant planning consent being obtained, for possible redevelopment and change of use to residential.

The outhouses enjoy open views across the approximate 7 acres.

The farmhouse requires complete renovation and the living accommodation comprises;

Ground Floor:

Entrance Hall

Lounge – 14'1" x 11'10"

Dining Room – 15'5" (max) x 10'10"

Kitchen – 11'7" x 5'7"

Rear Hall

Bathroom

First Floor:

Landing

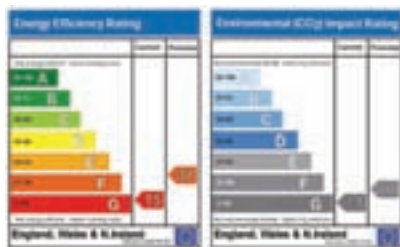
Bedroom One – 15'5" x 10'10"

Bedroom Two – 14'1" x 11'10"

Outside: Wall enclosed yard to the rear. Large paddock extending to approximately 7 acres.

Directions:

Take the A68 towards Bishop Auckland, take the B6282 (Toft Hill Lane) turn off towards Butterknowle, continue on this road which becomes Lands Road, then Copley Bent. The property is on the lefthand side.



Tenure: Freehold

Services: Interested parties are invited to make their own enquiries of the relevant authorities as to the availability of the services.

Local Authority: Durham County Council. Tel: 0191 383 4567

Viewing: Strictly by appointment with the Auctioneers. Tel: 0845 241 2112

Solicitors: Jacksons Law, Innovation House, Yarm Road, Stockton-on-Tees TS18 3TN Tel: 01642 356500 Ref: Miss Gina Dowson

Plans and Photographs: The plans and photographs are there to aid identification of the property only. The plans are not to scale.

Services and Appliances: Please note that any services, heating systems or appliances have not been tested and no warranty can be given or implied as to their working order.



LOT 5

2 Redcar Road, Guisborough Cleveland TS14 6DB

Commercial/Residential

GUIDE PRICE

£175,000 - £195,000

AN EXCELLENT PROPERTY INVESTMENT AND DEVELOPMENT OPPORTUNITY

This former veterinary surgery, situated at the entrance of Prior Pursglove College in Guisborough Town Centre, offers a wealth of opportunities. To the front of this building is two self contained flats, consistently tenanted in recent years with a potential income of upto £12,000 per annum.

The large surgery with attached offices measures approximately 1300sq.ft. offers great potential to convert into further residential accommodation or retail units, subject to the relevant planning consent. Take a look at the floorplans to view the accommodation the surgery has to offer.

Ground Floor Flat: Comprises: Entrance Hall, Lounge, Kitchen/ Diner – 14'6" x 7'8", Bedroom One – 14'5" x 10'1", Shower Room – 7'4" x 5'10"

First Floor Flat: Comprises: Landing, Lounge – 14'5" x 12'5" Kitchen/Diner – 10'11" x 10'4", Bedroom One – 10'5" x 10'4" Bedroom Two – 9'7" x 5'11", Bathroom – 7'10" x 7'7" Both flats feature modern fixtures and fittings, skimmed walls, UPVC double glazing and gas central heating.

Veterinary Surgery - Ground Floor: Waiting Area Reception, Office, Two Consulting Rooms, Boiler Room, WC, Staff Entrance, Store. **First Floor:** Staff Room

Outside: Small enclosed rear yard.

Additional Information: Short stay parking available outside of commercial unit.

N.B. The Energy Performance Certificate for this property will be available in the legal pack.

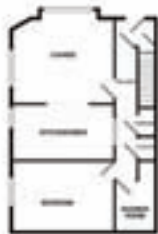
Directions: Take the A171 towards Guisborough, at the roundabout turn onto Church Lane, take the second left onto Redcar Road. The property is situated at the entrance of Prior Pursglove College.

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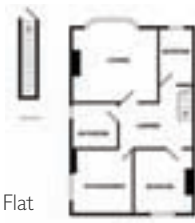


Veterinary

Ground Floor Flat



First Floor Flat



Tenure: Freehold.

Services: Interested parties are invited to make their own enquiries of the relevant authorities as to the availability of the services.

Local Authority: Redcar & Cleveland Borough Council. Tel: 01642 744744.

Viewing: Strictly by appointment with Roger Darnton Tel: 01287 619222.

Solicitors: Ian Cowie Solicitors, 14 Chaloner Street, Guisborough, Cleveland TS14 6QD Tel: 01287 636401 Ref: Mr Ian Cowie.

Plans and Photographs: The plans and photographs are there to aid identification of the property only. The plans are not to scale.

Services and Appliances: Please note that any services, heating systems or appliances have not been tested and no warranty can be given or implied as to their working order.



LOT 6

**33 Campbell Street, Tow Law
Bishop Auckland DL13 4DX**

Residential

GUIDE PRICE

£45,000 - £55,000

ATTENTION INVESTORS

Ideal buy-to-let opportunity situated within Tow Law, Bishop Auckland. The living accommodation comprises, in brief, hallway, through lounge to dining room and kitchen to ground floor and three bedrooms and family bathroom to the first floor. To the rear of the property there is a wall enclosed yard with carport/garage with lighting. This property has recently been re-wired, a new central heating system installed and is fully double glazed.

Ground Floor:

Entrance Hall – With UPVC double glazed entrance door, stairs leading to first floor and central heating radiator. Lounge -13'1" x 11'1" – With UPVC double glazed window to the front, laminate flooring and central heating radiator. Leading to.. Dining Room – 14'1" x 13'2" – UPVC window to the rear and central heating radiator. Kitchen – 17'0" x 6'4" – Fitted with wall and base units, contrasting worktops incorporating stainless steel sink unit and electric cooker point. Tiled floor. UPVC double glazed window and door to the side.

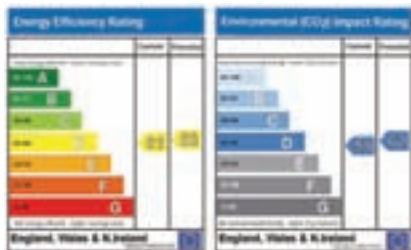
First Floor:

Landing – Two storage cupboards. Bedroom One – 14'3" x 10'8" – With UPVC double glazed window to the rear with views over fields and central heating radiator. Bedroom Two – 11'0" x 10'6" – With UPVC double glazed window to the front, central heating radiator. Bedroom Three – 7'8" x 5'9" – With UPVC double glazed window to the front, central heating radiator. Bathroom – Fitted with panelled bath, shower tray with electric shower, wash hand basin and low level WC. Central heating radiator. UPVC double glazed window to the side and store room with UPVC double glazed window to the side and combi gas central heating boiler.

Outside: To the rear is a wall enclosed yard with carport/garage with lighting.

Directions: Take the A68 to Tow Law, Bishop Auckland continue onto the High Street, turn onto Station Street. Turn right onto Campbell Street.

Introduced by:



Tenure: Freehold
Services: Interested parties are invited to make their own enquiries of the relevant authorities as to the availability of the services.
Local Authority: Durham County Council. Tel: 0191 383 4567
Viewing: Strictly by appointment with the Auctioneers. Tel: 0845 241 2112
Solicitors: Anthony Walters Solicitors, Barrington Chambers, 23a Victoria Avenue, Bishop Auckland DL14 7NE Tel: 01388 662222 Ref: Mrs Elaine Morland
Plans and Photographs: The plans and photographs are there to aid identification of the property only. The plans are not to scale.
Services and Appliances: Please note that any services, heating systems or appliances have not been tested and no warranty can be given or implied as to their working order.



LOT 7

97 Roman Road, Linthorpe Middlesbrough TS5 5PH

Residential

GUIDE PRICE

£120,000 - £140,000

SPACIOUS FAMILY HOME

Spacious mid-terraced four bedroom family home situated within the popular residential location of Linthorpe, Middlesbrough. Easy walking distance to local amenities including shops and schools.

The living accommodation comprises, in brief, entrance hallway, lounge, sitting room, dining area and kitchen to ground floor. The first floor comprises four bedrooms, including THREE DOUBLE BEDROOMS, fitted bathroom with Jacuzzi Spa Bath and separate WC.

This home features double glazing and gas central heating with combi-boiler.

Ground Floor:

Entrance Hall

Lounge – 13'10" x 12'4" (to chimney breast)

Walk through to:

Sitting Room – 14'7" (to 11'11") x 11'2" (max)

Dining Area – 15'0" x 11'4"

Kitchen – 12'8" x 11'3"

First Floor:

Bedroom One – 17'2" (max) x 13'4"

Bedroom Two – 13'11" (max) x 10'0" (to chimney breast)

Bedroom Three – 11'4" x 9'2"

Bedroom Four – 8'3" x 7'7"

Bathroom

Separate WC

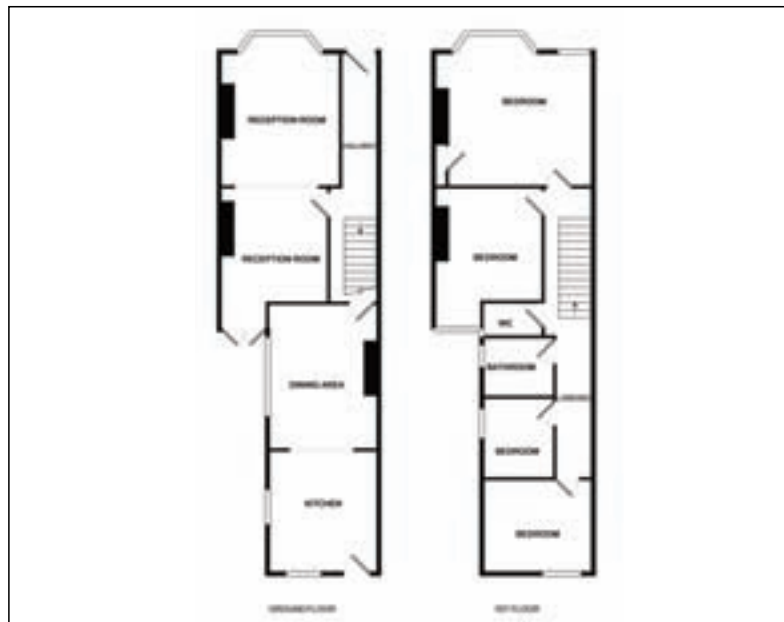
Outside:

To the rear of this home is a wall enclosed yard with large double car port with electric roller shutter door giving access from the rear alley.

Directions:

Take the A66 towards Middlesbrough Town Centre. Take the B1272 (Hartington Road) at the crossroads turn right onto Linthorpe Road continue on this road through the next crossroads. Follow the road round to the left then at the mini roundabout turn right. At the lights turn right onto Roman Road.

N.B. The Energy Performance Certificate for this property will be available in the legal pack.



Tenure: Freehold

Services: Interested parties are invited to make their own enquiries of the relevant authorities as to the availability of the services.

Local Authority: Middlesbrough Borough Council. Tel: 01642 245432

Viewing: Strictly by appointment with the Auctioneers. Tel: 0845 241 2112

Solicitors: Jacksons Law, Innovation House, Yarm Road, Stockton-on-Tees TS18 3TN Tel: 01642 356500 Ref: Ms Gina Dowson

Plans and Photographs: The plans and photographs are there to aid identification of the property only. The plans are not to scale.

Services and Appliances: Please note that any services, heating systems or appliances have not been tested and no warranty can be given or implied as to their working order.

LOT 8

18 Arthur Terrace Bishop Auckland DL14 6BL

Residential

GUIDE PRICE
£65,000 - £75,000

SUPERB INVESTMENT OPPORTUNITY/ FIRST-TIME PURCHASE

Three bedroom terraced house with two spacious reception rooms. Modern fitted kitchen and upstairs bathroom. Gas central heating. UPVC double glazing. Close to good local amenities

Ground Floor:

Entrance Hall

Lounge – 11'11" x 12'8" (plus bay window) – An attractively proportioned room with a bay window to the front and having a feature fireplace with electric fire. The room has laminate flooring and double central heating radiator. An archway leads to the dining room.

Dining Room – 13'6" x 10'3" – Another excellent room with double central heating radiator and an understair cupboard.

Kitchen – 11'3" x 6'10" – Refitted with a range of base and wall units including drawer units. There are contrasting work surfaces incorporating a stainless steel hob, electric oven, extractor and a single drainer sink unit. There is plumbing for automatic washing machine. Double central heating radiator. Tiled floor.

First Floor:

Landing – with access to the attic space.

Bedroom One – 10'6" x 12'0" – With central heating radiator.

Bedroom Two – 9'7" x 10'6" – With central heating radiator and cupboard housing a central heating boiler.

Bedroom Three – 8'8" x 5'4" – Single bedroom or study.

Bathroom – Fitted with white bathroom suite. Central heating radiator.

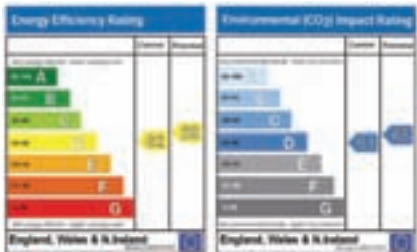
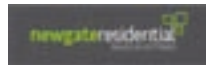
Outside:

To the front there is a gravelled fore court garden whilst to the rear there is a yard area which has double gates.

Directions:

Take the A688 towards Bishop Auckland, turn onto the B6282 (St Andrew's Road) at the crossroads continue onto Woodhouse Lane. Arthur Street is first on the right

Introduced by:



Tenure: Freehold.

Services: Interested parties are invited to make their own enquiries of the relevant authorities as to the availability of the services.

Local Authority: Durham County Council. Tel: 0191 383 4567.

Viewing: Strictly by appointment with Newgate Properties Tel: 01388 743720.

Solicitors: Kenneth M Barrows, 15-16 Adelaide Row, Seaham, County Durham SR7 7EF Tel: 0191 513 03333 Ref: Ms Heather Newton.

Plans and Photographs: The plans and photographs are there to aid identification of the property only. The plans are not to scale.

Services and Appliances: Please note that any services, heating systems or appliances have not been tested and no warranty can be given or implied as to their working order.



LOT 9

3 William Street
Ferryhill DL17 0DJ

Residential

GUIDE PRICE

£35,000 - £45,000

IDEAL INVESTMENT OPPORTUNITY

Currently let on an assured short hold tenancy of origination in September 2009 in the sum of £95.00 per week.

The property comprises: Two bedroom mid terraced house which has gas central heating, is double glazed and is conveniently located close to local amenities. The property is well presented throughout and offers an ideal investment opportunity.

Ground Floor:

Entrance Vestibule – With UPVC entrance door.

Lounge – 14'5" x 11'9" – With central heating radiator.

Kitchen/Dining Room – 15'2" x 8'3" – Fitted with a range of modern wall and base units, laminate work surfaces, inset sink unit, built in electric oven, hob and extractor fan, part tiled walls, wall mounted combination gas boiler, UPVC entrance door and central heating radiator.

First Floor:

Landing – with loft access.

Bedroom One – 15'2" x 11'6" – With central heating radiator.

Bedroom Two – 11'5" x 9'0" – With central heating radiator.

Bathroom WC – Fitted with a modern white suite comprising: panelled bath, pedestal wash hand basin, central heating radiator.

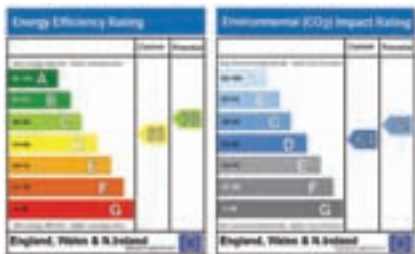
Outside:

There is an enclosed rear yard.

Directions:

From the A167 follow sign towards Ferryhill, turn onto Dean Road at the end of this road turn right onto Lough House Bank. Turn right onto Chilton Lane. Continue onto Commercial Street. Take the first left then first right onto William Street

Introduced by:



Tenure: Freehold.

Services: Interested parties are invited to make their own enquiries of the relevant authorities as to the availability of the services.

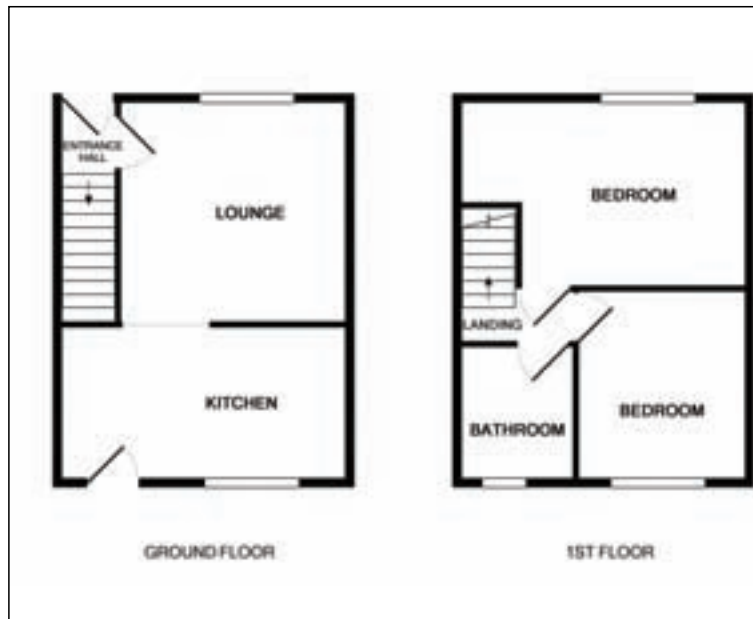
Local Authority: Redcar & Cleveland Borough Council. Tel: 01 642 774774.

Viewing: Strictly by appointment with Peter Clark Property Services Tel: 01740 657777.

Solicitors: Freeman Johnson, 11-12 Whitworth Terrace, Spennymoor DL16 7LD Tel: 01388 814389 Ref: Mrs Joan Shaw.

Plans and Photographs: The plans and photographs are there to aid identification of the property only. The plans are not to scale.

Services and Appliances: Please note that any services, heating systems or appliances have not been tested and no warranty can be given or implied as to their working order.



LOT 10

28 Albatross Way Darlington DL1 1DN

Residential

GUIDE PRICE
£85,000 - £95,000

Ideal opportunity for a first-time purchaser or investor

Three bedroom semi-detached family home situated in the Eastbourne area of Darlington. This well maintained home comprises, in brief, entrance hall, lounge/diner and kitchen to the ground floor. The first floor comprises three bedrooms and bathroom. This home features gas central heating and UPVC double glazing.

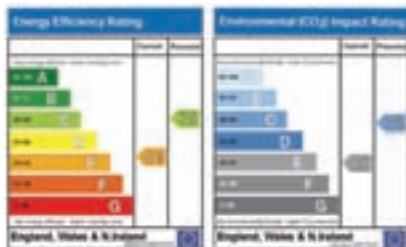
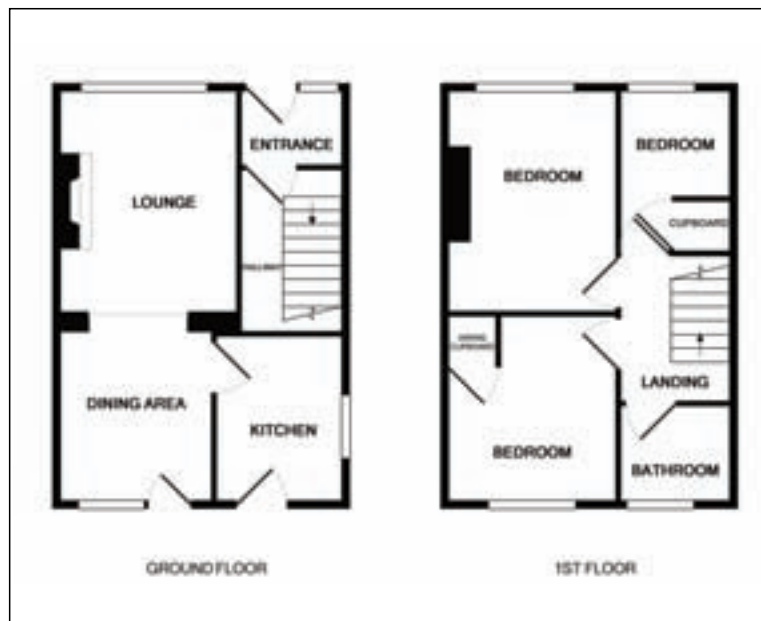
Ground Floor: Entrance Hall – Enter via a UPVC double glazed external door. Stairs lead off to the first floor. Understairs storage cupboard. Central heating radiator. Lounge – 12'10" x 10'3" – The focal point to the lounge is a living flame coal effect gas fire with marble back panel, hearth and decorative surround. Central heating radiator. Dining Area – 10'9" x 8'10" – Situated to the rear of this home with a UPVC double glazed picture window and door leading to the rear garden. Double central heating radiator.

Kitchen – 10'4" x 7'10" – Fitted kitchen featuring a range of wall and base units with white fascias. A stainless steel single bowl and drainer kitchen sink is inset to worktop with a tiled splashback. Cooking facilities are provided for with a freestanding cooker and integrated cooker hood above. White goods included in the sale are a fridge/freezer, automatic washing machine and dishwasher. A UPVC double glazed door leads to the rear garden.

First Floor: Landing – Loft access provided via hatch. UPVC double glazed window to side aspect. Bedroom One – 12'11" x 9'10" – Spacious double bedroom situated to the front of this home. Fitted wardrobes. Central heating radiator. Bedroom Two – 10'9" x 10'0" – Second double bedroom situated to the rear of this home. Built-in airing cupboard. Central heating radiator. Bedroom Three – 9'11" (max) x 6'5" – Situated to the front of this home. Overstair storage cupboard. Fitted wardrobe. Central heating radiator. Bathroom – Fitted three-piece bathroom suite comprising pedestal wash hand basin, WC and straight panelled bath with shower over. Central heating radiator.

Outside: Externally to the front is a lawned garden and driveway to a detached garage. To the rear is a good sized garden.

Directions From Yarm Road (B6280) turn onto Teal Road take the first left onto Albatross Way.



Tenure: Freehold

Services: Interested parties are invited to make their own enquiries of the relevant authorities as to the availability of the services.

Local Authority: Durham County Council. Tel: 0191 383 4567

Viewing: Strictly by appointment with the Auctioneers. Tel: 0845 241 2112

Solicitors: Hewitts, Freemans Place, Haughton Road, Darlington DL1 1SZ Tel: 01325 468573 Ref: Ms Karen Dove

Plans and Photographs: The plans and photographs are there to aid identification of the property only. The plans are not to scale.

Services and Appliances: Please note that any services, heating systems or appliances have not been tested and no warranty can be given or implied as to their working order.



LOT 11

85 Cornwall Street
Hartlepool TS25 5RG

Residential

GUIDE PRICE

£25,000 - £35,000

ATTENTION INVESTORS

Ideal buy-to-let opportunity situated within Hartlepool Town Centre.

The living accommodation comprises, in brief, entrance hall, lounge, dining room, kitchen and bathroom to the ground floor. The first floor comprises THREE BEDROOMS. A degree of modernisation is required.

Externally to the rear is a wall enclosed yard.

Ground Floor: Entrance Hall – Enter via a UPVC external door. Lounge – 12'9" (max) x 11'6" – The focal point to the lounge is a contemporary style wall mounted fire with conglomerate marble hearth and laminate flooring.

Dining Room – 12'9" (max) x 11'5" – Double glazed patio doors lead out to the rear yard. Living flame coal effect gas fire with granite effect back panel, hearth and decorative surround. Laminate flooring.

Kitchen – 12'2" (to 8'7") x 6'10" – Fitted kitchen featuring a range of wall and base units. A stainless steel one and a half bowl and drainer kitchen sink. Understair storage cupboard.

Bathroom – Fully tiled bathroom featuring a fitted white three-piece bathroom suite comprising pedestal wash hand basin, WC and straight panelled bath with electric shower over.

First Floor: Landing – Built-in storage cupboard housing loft hatch.

Bedroom One – 11'7" x 10'4"

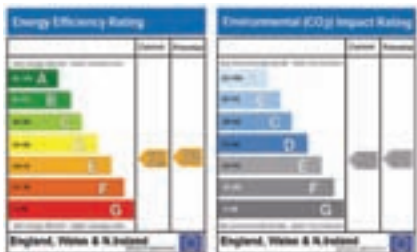
Bedroom Two – 11'3" x 10'3"

Bedroom Three – 8'2" x 5'8"

Outside: Wall enclosed yard with up and over door giving access.

Directions:

From the A689 turn onto Brenda Road (B1277) this turns into Stockton Road. Turn left onto Cornwall Street.



Tenure: Freehold.

Services: Interested parties are invited to make their own enquiries of the relevant authorities as to the availability of the services.

Local Authority: Hartlepool Borough Council. Tel: 01429 266522.

Viewing: Strictly by appointment with the Auctioneers. Tel: 0845 241 2112.

Solicitors: Lupton Fawcett LLP, Yorkshire House, 26 East Parade, Leeds LS1 5BD Tel: 0113 280 2061 Ref: Mr Richard Baum.

Plans and Photographs: The plans and photographs are there to aid identification of the property only. The plans are not to scale.

Services and Appliances: Please note that any services, heating systems or appliances have not been tested and no warranty can be given or implied as to their working order.



Non-Attending Bid or Telephone Bid

Please also sign and return the reverse side of this form.



AUTHORISATION FOR BIDDING BY PROXY OR TELEPHONE

Name _____

Name of Company (if applicable) _____

Of (address) _____

_____ Postcode _____

Tel: _____ Mobile: _____

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 £3000, whichever is the greater, plus £474.00 (£395.00 + VAT Administration Charge)

OR

I attach a blank cheque to be completed by the Auctioneer if my bid is successful, within which he will include £474.00 (£395.00 + VAT Administration Charge)

My cheque of £ _____ is made payable to AUCTION HOUSE TEES VALLEY
(amount if applicable)

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 £3,000 PER LOT. We will require proof of identity in the form of a driving licence or passport and a utility bill.
2. The form must be sent to, or delivered to: Written & Telephone Bids, Auction House Tees Valley, 85 Borough Road, Middlesbrough TS1 3AA 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.
3. In the case of a telephone bid the prospective purchaser should provide a blank cheque 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 buyers premium or in accordance with the General or Special Conditions of Sale relating to the lot.
4. 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.
5. 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.
6. 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, 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.
7. 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).
8. 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 £3,000) and the balance of the deposit (if any) will be held by the vendors solicitor pending completion. An Administration charge of £474.00 (£395.00 + VAT) should be added to the deposit cheque or a separate cheque should be made payable to Auction House Tees Valley.
9. In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.

Memorandum Of Sale



Lot No: Price:

Property Address:
.....

Name of Vendor:
Address of Vendor:
.....
.....
Postcode:
Telephone:

Name of Purchaser:
Address of Purchaser:
.....
.....
Postcode:
Telephone:

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: £ Balance: £

Deposit: £ Completion Date:

We acknowledge receipt of the deposit in the form of

Signed: **Date:**
(Authorised Agent for Vendor)

Signed: **Date:**
(The Purchaser)

Vendors Solicitor:
Address of Solicitor:
.....
.....
Postcode:
Telephone:

Purchasers Solicitor:
Address of Solicitor:
.....
.....
Postcode:
Telephone:

* 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 to the Auctioneer an Administration Charge of £395 +VAT

Common Auction Conditions (Edition 3)

REPRODUCED WITH THE CONSENT OF THE RICS

INTRODUCTION

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

GLOSSARY

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

AUCTION CONDUCT CONDITIONS

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

SALE CONDITIONS

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

IMPORTANT NOTICE

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

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

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

GLOSSARY

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

Wherever it makes sense:

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

Actual completion date

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

Addendum

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

Agreed completion date

Subject to **condition** G9.3:

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

Approved financial institution

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

Arrears

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

Arrears schedule

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

Auction

The auction advertised in the **catalogue**.

Auction conduct conditions

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

Auctioneers

The auctioneers at the **auction**.

Business day

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

Buyer

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

Catalogue

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

Completion

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

Condition

One of the **auction conduct conditions** or **sales conditions**.

Contract

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

Contract date

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

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

Documents

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

Financial charge

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

General conditions

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

Interest rate

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

Lot

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

Old arrears

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

Particulars

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

Practitioner

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

Price

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

Ready to complete

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

Sale conditions

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

Sale memorandum

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

Seller

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

Special conditions

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

Tenancies

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

Tenancy schedule

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

Transfer

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

TUPE

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

VAT

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax.

We (and us and our)

The **auctioneers**.

You (and your)

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

AUCTION CONDUCT CONDITIONS

A1 Introduction

- A1.1 Words in bold type have special meanings, which are defined in the Glossary.
- A1.2 The **catalogue** is issued only on the basis that **you** accept these **auction conduct conditions**. They govern **our** relationship with **you** and cannot be disappled or varied by the **sale conditions** (even by a **condition** purporting to replace the whole of the Common Auction Conditions). They can be varied only if **we** agree.

A2 Our role

- A2.1 As agents for each **seller** we have authority to:
 - (a) prepare the **catalogue** from information supplied by or on behalf of each **seller**;
 - (b) offer each **lot** for sale;
 - (c) sell each **lot**;
 - (d) receive and hold deposits;
 - (e) sign each **sale memorandum**; and
 - (f) treat a **contract** as repudiated if the **buyer** fails to sign a **sale memorandum** or pay a deposit as required by these **auction conduct conditions**.
- A2.2 **Our** decision on the conduct of the **auction** is final.
- A2.3 **We** may cancel the **auction**, or alter the order in which **lots** are offered for sale. **We** may also combine or divide **lots**. A **lot** may be sold or withdrawn from sale prior to the **auction**.
- A2.4 **You** acknowledge that to the extent permitted by law **we** owe **you** no duty of care and **you** have no claim against **us** for any loss.

A3 Bidding and reserve prices

- A3.1 All bids are to be made in pounds sterling exclusive of any applicable VAT.
- A3.2 **We** may refuse to accept a bid. **We** do not have to explain why.
- A3.3 If there is a dispute over bidding **we** are entitled to resolve it, and **our** decision is final.
- A3.4 Unless stated otherwise each **lot** is subject to a reserve price (which may be fixed just before the **lot** is offered for sale). If no bid equals or exceeds that reserve price the **lot** will be withdrawn from the **auction**.
- A3.5 Where there is a reserve price the **seller** may bid (or ask **us** or another agent to bid on the **seller's** behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. **You** accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the **seller**.
- A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the **seller** might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always – as the **seller** may fix the final reserve price just before bidding commences.

A4 The particulars and other information

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

Common Auction Conditions (Edition 3)

REPRODUCED WITH THE CONSENT OF THE RICS

- A4.2 If the **special conditions** do not contain a description of the **lot**, or simply refer to the relevant **lot** number, you take the risk that the description contained in the **particulars** is incomplete or inaccurate, as the **particulars** have not been prepared by a conveyancer and are not intended to form part of a legal contract.
- A4.3 The **particulars** and the **sale conditions** may change prior to the **auction** and it is **your** responsibility to check that you have the correct versions.
- A4.4 If **we** provide information, or a copy of a document, provided by others **we** do so only on the basis that **we** are not responsible for the accuracy of that information or document.
- A5 The contract**
- A5.1 A successful bid is one **we** accept as such (normally on the fall of the hammer). This **condition A5** applies to **you** if **you** make the successful bid for a **lot**.
- A5.2 **You** are obliged to buy the **lot** on the terms of the **sale memorandum** at the **price** you bid plus **VAT** (if applicable).
- A5.3 **You** must before leaving the **auction**:
- (a) provide all information **we** reasonably need from **you** to enable **us** to complete the **sale memorandum** (including proof of your identity if required by **us**);
- (b) sign the completed **sale memorandum**; and
- (c) pay the deposit.
- A5.4 If **you** do not **we** may either:
- (a) as agent for the **seller** treat that failure as **your** repudiation of the **contract** and offer the **lot** for sale again; the **seller** may then have a claim against **you** for breach of contract; or
- (b) sign the **sale memorandum** on **your** behalf.
- A5.5 The deposit:**
- (a) is to be held as stakeholder where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**, but otherwise is to be held as stated in the **sale conditions**; and
- (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to **us** on an **approved financial institution**. The extra auction conduct conditions may state if **we** accept any other form of payment.
- A5.6 **We** may retain the **sale memorandum** signed by or on behalf of the **seller** until the deposit has been received in cleared funds.
- A5.7 If the **buyer** does not comply with its obligations under the **contract** then:
- (a) **you** are personally liable to buy the **lot** even if **you** are acting as an agent; and
- (b) **you** must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.
- A5.8 Where the **buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**.
- A6 Extra Auction Conduct Conditions**
- A6.1 Despite any **special condition** to the contrary the minimum deposit **we** accept is £3,000 (or the total **price**, if less). A **special condition** may, however, require a higher minimum deposit.
- ## GENERAL CONDITIONS OF SALE
- Words in **bold type** have special meanings, which are defined in the Glossary
- G1. THE LOT**
- G1.1 The **lot** (including any rights to be granted or reserved, and any exclusions from it) is described in the **special conditions**, or if not so described the **lot** is that referred to in the **sale memorandum**.
- G1.2 The **lot** is sold subject to any **tenancies** disclosed by the **special conditions**, but otherwise with vacant possession on **completion**.
- G1.3 The **lot** is sold subject to all matters contained or referred to in the **documents**, but excluding any **financial charges**: these the **seller** must discharge on or before **completion**.
- G1.4 The **lot** is also sold subject to such of the following as may affect it, whether they arise before or after the **contract date** and whether or not they are disclosed by the **seller** or are apparent from inspection of the **lot** or from the **documents**:
- (a) matters registered or capable of registration as local land charges;
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
- (c) notices, orders, demands, proposals and requirements of any competent authority;
- (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- (e) rights, easements, quasi-easements, and wayleaves;
- (f) outgoing and other liabilities;
- (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
- (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the **buyer** has made them; and
- (i) anything the **seller** does not and could not reasonably know about.
- G1.5 Where anything subject to which the **lot** is sold would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against that liability.
- G1.6 The **seller** must notify the **buyer** of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the **contract date** but the **buyer** must comply with them and keep the **seller** indemnified.
- G1.7 The **lot** does not include any tenant's or trade fixtures or fittings.
- G1.8 Where chattels are included in the **lot** the **buyer** takes them as they are at **completion** and the **seller** is not liable if they are not fit for use.
- G1.9 The **buyer** buys with full knowledge of:
- (a) the **documents**, whether or not the **buyer** has read them; and
- (b) the physical condition of the **lot** and what could reasonably be discovered on inspection of it, whether or not the **buyer** has inspected it.
- G1.10 The **buyer** is not to rely on the information contained in the **particulars** but may rely on the **seller's** conveyancer's written replies to preliminary enquiries to the extent stated in those replies.
- G2. DEPOSIT**
- G2.1 The amount of the deposit is the greater of:
- (a) any minimum deposit stated in the **auction conduct conditions** (or the total **price**, if this is less than that minimum); and
- (b) 10% of the **price** (exclusive of any **VAT** on the **price**).
- G2.2 The deposit
- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept); and
- (b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the **seller**.
- G2.3 Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the **seller** on **completion** or, if **completion** does not take place, to the person entitled to it under the **sale conditions**.
- G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the **seller** may treat the **contract** as at an end and bring a claim against the **buyer** for breach of contract.
- G2.5 Interest earned on the deposit belongs to the **seller** unless the **sale conditions** provide otherwise.
- G3. BETWEEN CONTRACT AND COMPLETION**
- G3.1 Unless the **special conditions** state otherwise, the **seller** is to insure the **lot** from and including the **contract date** to **completion** and:
- (a) produce to the **buyer** on request all relevant insurance details;
- (b) pay the premiums when due;
- (c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
- (d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;
- (e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and
- (f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim;
- and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.
- G3.2 No damage to or destruction of the **lot** nor any deterioration in its condition, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.
- G4. TITLE AND IDENTITY**
- G4.1 Unless **condition G4.2** applies, the **buyer** accepts the title of the **seller** to the **lot** as at the **contract date** and may raise no requisition or objection except in relation to any matter that occurs after the **contract date**.
- G4.2 If any of the **documents** is not made available before the **auction** the following provisions apply:
- (a) The **buyer** may raise no requisition on or objection to any of the **documents** that is made available before the **auction**.
- (b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the **lot** is being sold.
- (c) If the **lot** is not registered land the **seller** is to give to the **buyer** within five **business days** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the **buyer** the original or an examined copy of every relevant **document**.
- (d) If title is in the course of registration, title is to consist of certified copies of:
- (i) the application for registration of title made to the land registry;
- (ii) the **documents** accompanying that application;
- (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
- (iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the **buyer**.
- (e) The **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.
- G4.3 Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that (and the **transfer** shall so provide):
- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **buyer**; and
- (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.
- G4.4 The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.
- G4.5 The **seller** does not have to produce, nor may the **buyer** object to or make a requisition in relation to, any prior or superior title even if it is referred to in the **documents**.
- G4.6 The **seller** (and, if relevant, the **buyer**) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgages 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.

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- 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:
- terminate the **contract**;
 - claim the deposit and any interest on it if held by a stakeholder;
 - forfeit the deposit and any interest on it;
 - resell the **lot**; and
 - 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:
- terminate the **contract**; and
 - 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:
- the **seller** must return all papers to the **seller** and appoints the **seller** its agent to cancel any registration of the **contract**; and
 - 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 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:
- use all reasonable endeavours to obtain the licence at the **seller's** expense; and
 - enter into any authorised guarantee agreement properly required.
- G9.5 The **buyer** must:
- promptly provide references and other relevant information; and
 - 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:
- the **buyer** is liable to pay interest; and
 - 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:
- the **seller** receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
 - 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
 - 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**:
- so state; or
 - give no details of any **arrears**.
- G11.8 While any **arrears** due to the **seller** remain unpaid the **buyer** must:
- try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the **tenancy**;
 - 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); and
 - 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;
- 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;
 - 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
 - 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:
- 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;
 - 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
 - the **buyer** is to indemnify the **seller** against all loss or liability the **seller** incurs through acting as the **buyer** requires, or by reason of delay caused by the **buyer**.
- G13. RENT DEPOSITS**
- G13.1 This **condition G13** applies where the **seller** is holding or otherwise entitled to money by way of rent deposit in respect of a **tenancy**. In this **condition G13** "rent deposit deed" means the deed or other document under which the rent deposit is held.
- G13.2 If the rent deposit is not assignable the **seller** must on **completion** hold the rent deposit on trust for the **buyer** and, subject to the terms of the rent deposit deed, comply at the cost of the **buyer** with the **buyer's** lawful instructions.
- G13.3 Otherwise the **seller** must on **completion** pay and assign its interest in the rent deposit to the **buyer** under an assignment in which the **buyer** covenants with the **seller** to:
- observe and perform the **seller's** covenants and conditions in the rent deposit deed and indemnify the **seller** in respect of any breach;
 - give notice of assignment to the tenant; and
 - 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:
- 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
 - this **condition G15** applies.
- G15.2 The **seller** confirms that the **seller**
- is registered for **VAT**, either in the **seller's** name or as a member of the same **VAT** group; and
 - 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:
- it is registered for **VAT**, either in the **buyer's** name or as a member of a **VAT** group;
 - 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**;
 - article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
 - 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:
- of the **buyer's** **VAT** registration;
 - that the **buyer** has made a **VAT option**; and
 - 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:
- 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
 - 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:
- 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**;
 - the **buyer** must within five **business days** of receipt of the **VAT** invoice pay to the **seller** the **VAT** due; and
 - 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:
- to make an election on **completion** under Section 198 of the Capital Allowances Act 2001 to give effect to this **condition G16**; and
 - to submit the value specified in the **special conditions** to HM Revenue and Customs for the purposes of their respective capital allowance computations.

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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.



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