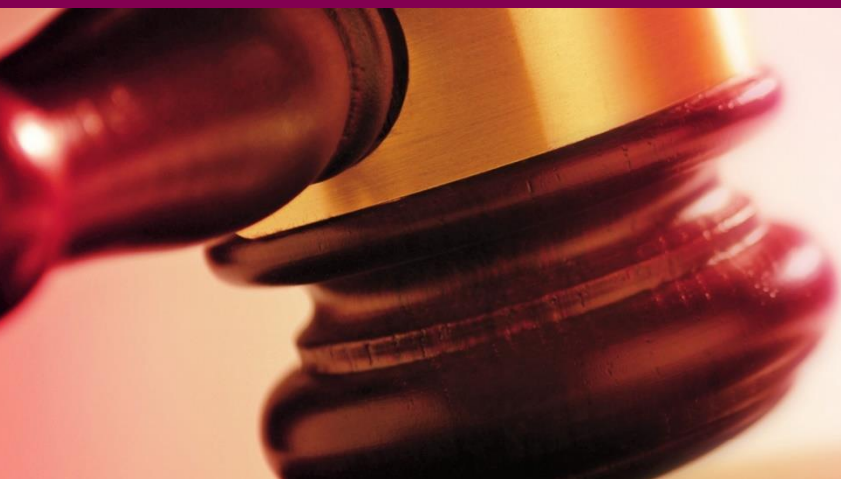


# bramleys

Land & Property Auction

## Common Auction Conditions



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Below are the Common Auction Conditions (4th ed.) that were originally crafted for room auctions. We have made several modifications to the Glossary section as well as the Auction Conduct Conditions section in order for them to better suit **online auctions**. Specific sections have been added after each of these sections to include any amendments or additions; amended clauses can be identified as those that are followed by ‘(\*)’.

## INTRODUCTION

The Common Auction Conditions are designed for real estate auctions, to set a common standard across the industry. There are three sections, all of which are compulsory except where stated:

## Glossary

The glossary gives special meanings to certain words used in the conditions.

## Auction Conduct Conditions

The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who participates in the auction. They apply wherever the property is located and cannot be changed without the auctioneer’s agreement.

## Sale Conditions

The Sale Conditions apply only to property in England and Wales, and 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. They must not be used if other standard conditions apply.

The RICS owns the copyright in all editions of the Common Auction Conditions (CAC), but permits the free use of Edition 4.0 if the user:

- relies on its own legal advice as to whether the CAC are suitable;
- agrees that the Royal Institution of Chartered Surveyors and those who advised it have no liability to anyone who uses or relies on the CAC;
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- refers to the conditions as the Common Auction Conditions (Edition 4.0).

The RICS reserves the right to withdraw its licence to use this and any previous edition of the Common Auction Conditions.

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

The general conditions (including any extra general conditions) apply to the contract except to the extent that they are varied by special conditions or by an addendum.

# GLOSSARY

This glossary applies to the **AUCTION CONDUCT CONDITIONS** and the **SALE CONDITIONS**. It is a compulsory section of the Common **AUCTION 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 appear in small capitals they have the specified meanings.

Where (\*) appears next to a term, this term has had its definition altered in the ‘Amendments and Additions to the Glossary’ section.

## 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, twenty **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 is regulated by a competent UK regulatory authority 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) Saturday or Sunday or (b) a bank or public holiday in England and Wales.

## 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** for the **AUCTION** as it exists at the date of the **AUCTION** (or, if the **CATALOGUE** is then different, the date of the **CONTRACT**) including any **ADDENDUM** and whether printed or made available electronically.

## Completion

Unless the **SELLER** and the **BUYER** otherwise agree, the occasion when they have both complied with the obligations under the **CONTRACT** that they are obliged to comply with prior to **COMPLETION**, and the amount payable on **COMPLETION** has been unconditionally received in the **SELLER**’s conveyancer’s client account (or as otherwise required by the terms of the **CONTRACT**).

## Condition

One of the **AUCTION CONDUCT CONDITIONS** or **SALE 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 sold before or after 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** apart from **FINANCIAL CHARGES**.

## Extra General Conditions

Any **CONDITIONS** added or varied by the **AUCTIONEERS** starting at **CONDITION G30**.

## Financial Charge

A charge to secure a loan or other financial indebtedness (but not including a rent charge or local land charge).

## General Conditions

The **SALE CONDITIONS** headed ‘**GENERAL CONDITIONS OF SALE**’, including any **EXTRA GENERAL CONDITIONS**.

## Interest Rate

If not specified in the **SPECIAL CONDITIONS**, the higher of 6% and 4% above the base rate from time to time of Barclays Bank plc. The **INTEREST RATE** will also apply to any judgment debt, unless the statutory rate is higher.

## 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, a person undertaking a similar role).

## Price

The **PRICE** (exclusive of **VAT**) 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 schedule of **TENANCIES** (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 seen the **CATALOGUE** or who attends or bids at or otherwise participates in the **AUCTION**, whether or not a **BUYER**.

## Amendments:

### 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** made available via the **WEBSITE**, **LOT** details page, email or by any other method that the **AUCTIONEERS** see fit.

### Auction

The **AUCTION** of each **LOT** advertised in the **CATALOGUE** which will take place online via the Internet.

## Contract Date

The date of the **AUCTION** or, if the **LOT** is sold before or after the **AUCTION**:

- (a) the date of the **SALE MEMORANDUM** signed by the **AUCTIONEER** on behalf of 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.

## You (and Your)

Someone who has seen the **CATALOGUE** or who visits the **WEBSITE** or bids at or otherwise participates in the **AUCTION**, whether or not a **BUYER**.

## Additions:

### Administration Fee

An **ADMINISTRATION FEE** (the amount of which will be specified on a **LOT** by **LOT** basis within the **PARTICULARS** and/or the **SPECIAL CONDITIONS** of sale) must be paid (or secured by way of a hold on a debit card) in advance of the **AUCTION** as part of the **AUCTION ENTRANCE FEE**. If **YOU** are not the successful bidder, then the **AUCTION ENTRANCE FEE** will be refunded to **YOU**.

### Auction Entrance Fee

An **AUCTION ENTRANCE FEE** is required for each **LOT** that **YOU** wish to bid on and is comprised of the **ADMINISTRATION FEE** as well as the **BIDDER SECURITY FEE** (should **YOU** be the successful bidder). It must be secured in advance either by way of bank transfer or a hold being made on a debit card. Where **YOU** have not made a **SUCCESSFUL BID** in relation to the **LOT** the **AUCTION ENTRANCE FEE** will be released to **YOU** if **YOU** provided it via bank/electronic transfer or released back to **YOU** if a hold was placed on the funds via the online payment system.

### Auction Operation Guide

A document(s) that outlines the **AUCTION** process in its entirety, for both **BUYERS** and **SELLERS**. The document can be found on the **AUCTIONEER**'s **WEBSITE** or on request.

### Bidder Security Fee

The **BIDDER SECURITY FEE** forms part of the **AUCTION ENTRANCE FEE** and if **YOU** are the successful bidder it will go on to form part of the **DEPOSIT**.

### Deposit

The **DEPOSIT** is a sum of money (usually 10% of the sale **PRICE**) calculated at the fall of the electronic gavel that **YOU** must pay to the **AUCTIONEER** if **YOU** are the successful bidder within two **BUSINESS DAYS** or as specified in the **PARTICULARS** of sale or **AUCTION OPERATION GUIDE**, or other such **DOCUMENTS** that the **AUCTIONEER** may specify. This payment must be made via bank or electronic transfer taking into account any amount paid already by the **BIDDER SECURITY FEE**.

### Online Bidding Process

The method and processes that allow a **BIDDER** to bid at the **AUCTION** online as described on the **AUCTIONEERS' WEBSITE**.

### Reserve

The **RESERVE** is the minimum amount that the **AUCTIONEER** is authorised to sell the **LOT** at. It is subject to change and will not normally be disclosed.

### Successful Bid

The highest bid at the fall of the electronic gavel that will win the **LOT** for the **BIDDER**, providing that the bid is at or above the **RESERVE**.

### Website

The **WEBSITE** controlled by the **AUCTIONEERS** and on which the online **AUCTION** is conducted.

# AUCTION CONDUCT CONDITIONS

The **AUCTION CONDUCT CONDITIONS** (as supplemented or varied by **CONDITION A6**, if applicable) are a compulsory section of the Common **AUCTION CONDITIONS**. They cannot be disapplied or varied without **OUR** agreement, even by a **CONDITION** purporting to replace the Common **AUCTION CONDITIONS** in their entirety.

## A1 Introduction

A1.1 The **AUCTION CONDUCT CONDITIONS** apply wherever the **LOT** is located.

A1.2 If **YOU** make a bid for a **LOT** or otherwise participate in the **AUCTION** it is on the basis that **YOU** accept these **AUCTION CONDUCT CONDITIONS**. They govern **OUR** relationship with **YOU**. 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 **BIDDER SECURITY** and **DEPOSITS** as agent for the **SELLER**;
- (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.

A2.5 **WE** may refuse to admit one or more persons to participate in the **AUCTION** without having to explain why.

## A3 Bidding and Reserve Prices

A3.1 All bids are to be made in pounds sterling exclusive of **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 published, that guide **PRICE** (or the lower end of the range) is the minimum **PRICE** at which the **SELLER** might be prepared to sell at the date of the guide **PRICE**. It is not an indication of the **RESERVE PRICE**, which may not be set until the date of the **AUCTION**.

## A4 The Particulars and Other Information

A4.1 **WE** have taken reasonable care to prepare **PARTICULARS** that correctly describe each **LOT**. The **PARTICULARS** are based on information supplied by or on behalf of the **SELLER**. **YOU** need to check that the information in the **PARTICULARS** is correct.

A4.2 If the **SPECIAL CONDITIONS** do not contain a description of the **LOT**, or simply refer to the relevant **LOT** number, **YOU** take the risk that the description contained in the **PARTICULARS** is incomplete or inaccurate, as the **PARTICULARS** have not been prepared by a conveyancer and are not intended to form part of a legal **CONTRACT**.

A4.3 The **PARTICULARS** and the **SALE CONDITIONS** may change prior to the **AUCTION** and it is **YOUR** responsibility to check that **YOU** have the correct versions.

A4.3 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, **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** only 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** or breach of **CONTRACT**; or
- (b) sign the **SALE MEMORANDUM** on **YOUR** behalf.

A5.5 The Deposit:

- (a) is to be held by **US** (or, at **OUR** option, the **SELLER**'s conveyancer)
- (b) 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 stakeholder unless the **SALE CONDITIONS** require it to be held as agent for the **SELLER**; and
- (c) must be paid in pounds sterling by bank transfer, debit card payment, cheque or by bankers' draft made payable to **US** (or, at **OUR** option, the **SELLER**'s conveyancer) on an **APPROVED FINANCIAL INSTITUTION**. **CONDITION A6** 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 Where **WE** hold the **DEPOSIT** as stakeholder, **WE** 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**.

A5.8 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.

A5.9 Where the **BUYER** is a company **YOU** warrant that the **BUYER** is properly constituted and able to buy the **LOT**.



## Amendments:

Section A5 has been reproduced in full below and also includes **OUR** amendments (as marked by (\*)):

A5.1 (\*) A **SUCCESSFUL BID** is one **WE** accept as such (normally on the fall of the electronic hammer). This **CONDITION A5** applies to **YOU** only 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 (\*) In order to bid online **YOU** must:

- (a) provide all information **WE** reasonably need from **YOU** to enable **US** to verify **YOUR** identity and complete the **SALE MEMORANDUM**;
- (b) accept and agree that **WE** can sign the **SALE MEMORANDUM** on **YOUR** behalf;
- (c) pay the **AUCTION ENTRANCE FEE**.

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 **AUCTION ENTRANCE FEE**.

- (a) **YOU** accept and agree that the **AUCTION ENTRANCE FEE** (comprised of the **BIDDER SECURITY** and **ADMINISTRATION FEE**) is deemed non-refundable if **YOU** are the successful bidder at the fall of the electronic gavel and that it will be returned to **YOU** should **YOU** be unsuccessful;
- (b) the **BIDDER SECURITY** element of the **AUCTION ENTRANCE FEE** shall be used to make a partial payment of the **DEPOSIT** due;
- (c) the **ADMINISTRATION FEE** element of the **AUCTION ENTRANCE FEE** shall be paid to the **AUCTIONEERS**.

A5.6 (\*) **WE** reserve the right to retain the **SALE MEMORANDUM** signed by/on behalf of the **BUYER** until such time as **WE** have received the full **DEPOSIT** in cleared funds.

A5.7 Where **WE** hold the **DEPOSIT** as stakeholder, **WE** 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**.

A5.8 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.

A5.9 Where the **BUYER** is a company **YOU** warrant that the **BUYER** is properly constituted and able to buy the **LOT**.

## Additions:

A2.6 **YOU** accept and acknowledge that **WE** will use reasonable care to provide the online **AUCTION** platform. In the event that a situation or situations arise that affect the running of the online **AUCTION** platform, **WE** may at **OUR** absolute discretion suspend or cancel the **AUCTION** and declare any or all results of the online **AUCTION** as null and void without any liability on the part of **US** or **OUR** third-party providers of the online **AUCTION** platform. **OUR** decision in these situations is final and **WE** do not have to give any reasons for **OUR** actions.

A2.7 Should **YOU** be unable to connect to and bid on the online **AUCTION** platform **YOU** accept that **WE** and **OUR** third party providers accept no liability for any loss of any nature that results from, directly or indirectly, **YOUR** inability to successfully bid on the **AUCTION** platform.

A2.8 **YOU** accept that the **AUCTIONEER** and **OUR** third party providers are in no way liable for any loss suffered by **YOU** in relation to the online **AUCTION** platform even if the **AUCTIONEER** has been made aware of the possibility of any such risks.

A2.9 The **AUCTION** process will be run in accordance with **OUR AUCTION** operation guide which can be found on **OUR WEBSITE**.

A2.10 If the **AUCTION** platform fails to work in the way as described in the **AUCTION** operation guide then **YOU** accept that neither **WE** nor **OUR** third party providers hold any liability for a loss of any kind that **YOU** may incur.

A5.10 Within the period specified in the **AUCTION** operation guide of the **AUCTION** closing, the **DEPOSIT** or balance of **DEPOSIT** due, (usually 10% of the sale **PRICE**) must be paid by **YOU** via electronic transfer or bank transfer to the **AUCTIONEERS**.

## A6 Extra Auction Conduct Conditions

A6.1 Despite any special **CONDITION** to the contrary the minimum **DEPOSIT WE** accept is £5,000 (or the total **PRICE**, if less). A special **CONDITION** may, however, require a higher minimum **DEPOSIT**.

# GENERAL CONDITIONS

The **GENERAL CONDITIONS** (as supplemented or changed by any **EXTRA GENERAL CONDITIONS** or **ADDENDUM**) are compulsory but may be disappplied or changed in relation to one or more **LOTS** by **SPECIAL CONDITIONS**. The template forms of **SPECIAL CONDITIONS**, schedules and **SALE MEMORANDUM** are not compulsory and may be changed.

## 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 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**. The **SELLER** must discharge **FINANCIAL CHARGES** 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, under 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. The **SPECIAL CONDITIONS** state whether any chattels are included in the **LOT**, but if they are:

- (a) the **BUYER** takes them as they are at **COMPLETION** and the **SELLER** is not liable if they are not fit for use, and
- (b) the **SELLER** is to leave them at the **LOT**.

G1.8 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.

G1.9 The **BUYER** admits that it is not relying on the information contained in the **PARTICULARS** or on any representations made by or on behalf of the **SELLER** but the **BUYER** may rely on the **SELLER's** conveyancer's written replies to written 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 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**.

## G3. Between Contract and Completion

G3.1 From the **CONTRACT DATE** the **SELLER** has no obligation to insure the **LOT** and the **BUYER** bears all risks of loss or damage unless:

- (a) the **LOT** is sold subject to a tenancy that requires the **SELLER** to insure the **LOT**; or
- (b) the **SPECIAL CONDITIONS** require the **SELLER** to insure the **LOT**.

G3.2 If the **SELLER** is required to insure the **LOT** then the **SELLER**:

- (a) must produce to the **BUYER** on request all relevant insurance details;
- (b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due;
- (c) gives no warranty as to the adequacy of the insurance;
- (d) must 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) must, 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 as from the **CONTRACT DATE** (to the extent not already paid by the **BUYER** or a tenant or other third party).

G3.3 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.

G3.4 Section 47 of the Law of Property Act 1925 does not apply to the **CONTRACT**.

G3.5 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 to any of the **DOCUMENTS** that is made available before the **AUCTION** or any other matter, except one that occurs after the **CONTRACT DATE**.

G4.2 The following provisions apply only to any of the following **DOCUMENTS** that is not made available before the **AUCTION**:

- (a) 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.
- (b) If the **LOT** is not registered land the **SELLER** is to give to the **BUYER** within five **BUSINESS DAYS** of the **CONTRACT DATE** 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**.
- (c) If title is in the course of registration, title is to consist of:
  - (i) certified copies of the application for registration of title made to the Land Registry and of the **DOCUMENTS** accompanying that application;
  - (ii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
  - (iii) 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**.

(d) 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(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any **CONDITION** or tenant's obligation relating to the state or **CONDITION** of the **LOT** where the **LOT** is leasehold property.

G4.4 The **TRANSFER** is to have effect as if expressly subject to all matters subject to which the **LOT** is sold under the **CONTRACT**.

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

G4.6 The **SELLER** (and, if relevant, the **BUYER**) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Money Laundering Regulations and Land Registry Rules.

## 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** has any liability (other than to the **BUYER**) 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**.

G5.4 Where the **SPECIAL CONDITIONS** state that the **SELLER** is to grant a new lease to the **BUYER**:

- (a) the **CONDITIONS** are to be read so that the **TRANSFER** refers to the new lease, the **SELLER** to the proposed landlord and the **BUYER** to the proposed tenant;
- (b) the form of new lease is that described by the **SPECIAL CONDITIONS**; and
- (c) the **SELLER** is to produce, at least five **BUSINESS DAYS** before the **AGREED COMPLETION DATE**, the engrossed counterpart lease, which the **BUYER** is to sign and deliver to the **SELLER** on **COMPLETION**.

## 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 09:30 and 17:00.

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 and any other amounts stated in the **SPECIAL CONDITIONS**.

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

- (a) direct **TRANSFER** from the **BUYER**'s conveyancer to the **SELLER**'s conveyancer; and
- (b) the release of any **DEPOSIT** held by a stakeholder or in such other manner as the **SELLER**'s conveyancer may agree.

G6.4 Unless the **SELLER** and the **BUYER** otherwise agree, **COMPLETION** cannot take place until both have complied with the obligations under the **CONTRACT** that they are obliged to comply with prior to **COMPLETION**, and the amount payable on **COMPLETION** is unconditionally received in the **SELLER**'s conveyancer's client account or as otherwise required by the terms of the **CONTRACT**.

G6.5 If **COMPLETION** takes place after 14:00 hours for a reason other than the **SELLER**'s default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next **BUSINESS DAY**.

G6.6 Where applicable the **CONTRACT** remains in force following **COMPLETION**.

## G7. Notice to Complete

G7.1 The **SELLER** or the **BUYER** may on or after the **AGREED COMPLETION DATE** (but before **COMPLETION**) give the other notice to complete within ten **BUSINESS DAYS** (excluding the date on which the notice is given) making time of the essence.

G7.2 The person giving the notice must be **READY TO COMPLETE**.

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

- (a) terminate the **CONTRACT**;
- (b) claim the **DEPOSIT** and any interest on it if held by a stakeholder;
- (c) forfeit the **DEPOSIT** and any interest on it;
- (d) resell the **LOT**; and
- (e) claim damages from the **BUYER**.

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

- (a) terminate the **CONTRACT**; and
- (b) recover the **DEPOSIT** and any interest on it from the **SELLER** or, if applicable, a stakeholder.

## G8. If The Contract is Brought to an End

G8.1 If the **CONTRACT** is lawfully brought to an end:

- (a) the **BUYER** must return all papers to the **SELLER** and appoints the **SELLER** its agent to cancel any registration of the **CONTRACT**; and
- (b) the **SELLER** must return the **DEPOSIT** and any interest on it to the **BUYER** (and the **BUYER** may claim it from the stakeholder, if applicable) unless the **SELLER** is entitled to forfeit the **DEPOSIT** under **CONDITION** G7.3.

## G9. Landlord's Licence

G9.1 Where the **LOT** is or includes leasehold land and licence to assign or sublet 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 ("licence notice").

G9.4 The **SELLER** must:

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

G9.5 The **BUYER** must promptly:

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



G9.6 If within three months of the **CONTRACT DATE** (or such longer period as the **SELLER** and **BUYER** agree) the **SELLER** has not given licence notice to the **BUYER** 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 the **SELLER** has given licence notice. 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 money due from the **BUYER** at **COMPLETION** for the period starting on the **AGREED COMPLETION DATE** and ending on 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 promptly 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 the **ACTUAL COMPLETION DATE** unless:

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

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

- (a) the **SELLER** receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
- (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year (or 366 in a leap year), and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
- (c) where the amount to be apportioned is not known at **COMPLETION** apportionment is to be made by reference to a reasonable estimate and further payment is to be made by **SELLER** or **BUYER** as appropriate within five **BUSINESS DAYS** of the date when the amount is known.

G10.5 If a payment due from the **BUYER** to the **SELLER** on or after **COMPLETION** is not paid by the due date, the **BUYER** is to pay interest to the **SELLER** at the **INTEREST RATE** on that payment from the due date up to and including the date of payment.

### 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 on the most recent rent payment date on or within four months preceding **COMPLETION**.

G11.2 If on **COMPLETION** there are any **ARREARS** of current rent the **BUYER** must pay them, whether or not details of those **ARREARS** are given in the **SPECIAL CONDITIONS**.

G11.3 Parts 2 and 3 of this **CONDITION G11** do not apply to **ARREARS** of current rent.

#### Part 2 - BUYER to pay for ARREARS

G11.4 Part 2 of this **CONDITION G11** applies where the **SPECIAL CONDITIONS** give details of **ARREARS**.

G11.5 The **BUYER** is on **COMPLETION** to pay, in addition to any other money then due, an amount equal to all **ARREARS** of which details are set out in the **SPECIAL CONDITIONS**.

G11.6 If those **ARREARS** are not **OLD ARREARS** the **SELLER** is to assign to the **BUYER** all rights that the **SELLER** has to recover those **ARREARS**.

#### Part 3 – BUYER not to pay for ARREARS

G11.7 Part 3 of this **CONDITION G11** applies where the **SPECIAL CONDITIONS**:

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

G11.8 While any **ARREARS** due to the **SELLER** remain unpaid the **BUYER** must:

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

G11.9 Where the **SELLER** has the right to recover **ARREARS** it must not without the **BUYER**'s written consent bring insolvency proceedings against a tenant or seek the removal of goods from the **LOT**.

### G12. Management

G12.1 This **CONDITION G12** applies where the **LOT** is sold subject to **TENANCIES**.

G12.2 The **SELLER** is to manage the **LOT** in accordance with its standard management policies pending **COMPLETION**.

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

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

### G13. Rent Deposits

G13.1 Where any **TENANCY** is an assured shorthold **TENANCY**, the **SELLER** and the **BUYER** are to comply with their respective statutory duties in relation to the protection of tenants' **DEPOSITS**, and to demonstrate in writing to the other (before **COMPLETION**, so far as practicable) that they have complied.

G13.2 The remainder of 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.

G13.3 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.

G13.4 Otherwise the **SELLER** must on **COMPLETION** pay and assign its interest in the rent **DEPOSIT** to the **BUYER** under an assignment in which the **BUYER** covenants with the **SELLER** to:

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

#### G14. VAT

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

G14.2 Where the **SPECIAL CONDITIONS** state that no **VAT OPTION** has been made the **SELLER** confirms that none has been made by it or by any company in the same **VAT** group nor will be prior to **COMPLETION**.

#### G15. Transfer as a Going Concern

G15.1 Where the **SPECIAL CONDITIONS** so state:

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

G15.2 The **SELLER** confirms that the **SELLER**:

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

G15.3 The **BUYER** confirms that:

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

G15.4 The **BUYER** is to give to the **SELLER** as early as possible before the **AGREED COMPLETION DATE** evidence:

- (a) of the **BUYER**'s **VAT** registration;
- (b) that the **BUYER** has made a **VAT OPTION**; and
- (c) that the **VAT OPTION** has been notified in writing to HM Revenue and Customs;

and if it does not produce the relevant evidence at least two **BUSINESS DAYS** before the **AGREED COMPLETION DATE**, **CONDITION** G14.1 applies at **COMPLETION**.

G15.5 The **BUYER** confirms that after **COMPLETION** the **BUYER** intends to:

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

G15.6 If, after **COMPLETION**, it is found that the sale of the **LOT** is not a **TRANSFER** of a going concern then:

- (b) 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**;
- (c) the **BUYER** must within five **BUSINESS DAYS** of receipt of the **VAT** invoice pay to the **SELLER** the **VAT** due; and

- (a) if **VAT** is payable because the **BUYER** has not complied with this **CONDITION** G15, the **BUYER** must pay and indemnify the **SELLER** against all costs, interest, penalties or surcharges that the **SELLER** incurs as a result.

#### G16. Capital Allowances

G16.1 This **CONDITION** G16 applies where the **SPECIAL CONDITIONS** state that there are capital allowances available in respect of the **LOT**.

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

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

G16.4 The **SELLER** and **BUYER** agree:

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

#### G17. Maintenance Agreements

G17.1 The **SELLER** agrees to use reasonable endeavours to **TRANSFER** to the **BUYER**, at the **BUYER**'s cost, the benefit of the maintenance agreements specified in the **SPECIAL CONDITIONS**.

G17.2 The **BUYER** must assume, and indemnify the **SELLER** in respect of, all liability under such agreements 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 fourteen 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:

- (a) that payments that the tenant has made on account exceed attributable service charge expenditure, the **SELLER** must pay to the **BUYER** an amount equal to that excess when it provides the service charge account; or
- (b) that attributable service charge expenditure exceeds payments made on account, the **BUYER** must use all reasonable endeavours to recover the shortfall from the tenant as soon as practicable and promptly pay the amount so recovered to the **SELLER**;

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 the 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 the 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 17:00 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 **CONTRACTS** (Rights of Third Parties) Act 1999.