

# bramleys

auction | land | property

Thursday 15th November 2018 | 7pm

**IMPORTANT!**  
DON'T FORGET  
TO PRE-REGISTER  
IF YOU ARE BIDDING  
AT AUCTION

The Revell Ward Suite | The John Smith's Stadium  
Leeds Road | Huddersfield | HD1 6PG

**01484 530361**  
**bramleys.com**

# notice to bidders

Due to the new changes to money laundering regulations and legislation, as of 26 June 2017, we are now required by law to verify the identity and address of everyone who offers, bids or buys at auction. A registration process will now take place at all our auctions and you will be required to produce one item from both List A and List B below, prior to the auction or any purchase. We cannot accept scanned copies and each prospective bidder/purchaser must present their own original documents in person to the office or provide copies certified by a professionally recognised individual. A list of suitable options is available below. If you intend to bid by telephone or by proxy bid, we will require this information before the day of the auction. If we do not receive certified ID, we will be unable to bid on your behalf. If you plan to bid in the auction room, you must bring both items with you on the day to show our team when you register. If bidding on behalf of a company, you will also need to show a copy of the Certificate of Incorporation, a list of directors and a letter of authority on company letterhead, signed

by a company director prior to signing the contract.

Forms of Acceptable ID

#### List A: Photo ID

- Current signed passport
- Current full UK/EU photo card driving licence
- Valid ID card
- Firearm or shotgun certificate
- Resident permit issued by the Home Office to EU National

#### List B: Proof of Residence

- Current full UK/EU photo card driving licence (if not used to prove identity)
- Utility bill issued in last three months (paper copy) (not a mobile phone bill)
- Recent bank/building society/mortgage/credit card statement
- HMRC tax notification
- Recent council tax bill

## terms

The successful purchaser will be required to sign the contract on the night of the auction and to pay a deposit of not less than 10%. The balance of the purchase monies will be payable within 28 days. Under current legislation we are no longer permitted to accept cash as payment for deposit. All cheques, banker's drafts etc made payable to Bramleys.

## auctioneers' administration charge

The successful purchaser will be required to pay an auctioneers administration charge of £750 inc Vat for each lot purchased whether the lot is purchased at the auction, prior to or after the auction. Cheques payable to Bramleys.

## telephone and proxy bidding

If you are unable to attend the auction, this does not prevent you from bidding. You can bid by telephone or by proxy. See the terms and conditions and complete the form at the back of the catalogue, provide the appropriate funding and ID and we will do the rest.

## the contract package

The contract package will be available for inspection 14 days prior to the auction date at the auctioneer's office.

## selecting a property

Initially you should identify a property or properties in which you are interested in purchasing, following this a suitable viewing should be arranged with the Auctioneers.

## surveyor's report

Once you have identified a suitable property and wish to proceed further then it is important to commission your own independent survey report, so that you are fully aware of its true condition and likely realisation price. It is important to obtain this information at an advanced stage as time may be required to obtain builders' estimates etc.

## finance

It is vital that appropriate finance is in place before you attend the Auction to bid. Upon the fall of the Auctioneer's hammer you have then entered into a binding contract and will be required to pay a deposit of 10% of the hammer price and the balance is usually payable within 28 days or previously by agreement unless otherwise stated. The deposit paid will be held by the Auctioneers as stakeholders and all cheques, orders, banker's drafts etc should be made payable to the Auctioneers "Bramleys". Under current legislation cash cannot be taken as deposit payment. The deposit can also be paid by a current debit or credit card.

## insurance

If you are intending to purchase a property at auction it is important that insurance arrangements are made as the responsibility for building's insurance passes to the purchaser upon exchange of contracts.

## bidding

Each lot will be offered for sale and sold to the highest bidder above the pre-agreed reserve price. The Vendor reserves the right to accept any offer they wish prior to the Auction. All bids should be made to the Auctioneer at the appropriate time in a clear and precise manner, this will avoid confusion and doubt. The Auctioneer will ask for clarification of any bids which are not clear and precise.

## guide price

An indication of the seller's current minimum acceptable price at auction. The guide price or range of guide prices is given to assist consumers in deciding whether or not to pursue a purchase. It is usual, but not always the case that a provisional reserve range is agreed between the seller and the auctioneer at the start of marketing. As the reserve is not fixed at this stage and can be adjusted by the seller at any time up to the day of the auction in the light of interest shown during the marketing period, a guide price is issued. This guide price can be shown in the form of a minimum and maximum price range within which an acceptable sale price (reserve) would fall, or as a single price figure within 10% of which the minimum acceptable price (reserve) would fall. A guide price is different to a reserve price (see separate definition). Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

## reserve price

The seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. The reserve price is not disclosed and remains confidential between the seller and the auctioneer.

Both the guide price and the reserve can and may be subject to change up to and including the day of the auction.

## the buyer

If you are the fortunate, successful purchaser of your chosen lot a member of our Staff will approach you and request you to sign a Sale Memorandum. You will be then introduced to the Vendor's Solicitor within a private area where signing of the Contracts will take place and the purchase deposit paid.

## withdrawn lots

All properties are sold subject to a reserve price which is confidential between the Auctioneer and Vendor. If the bidding does not reach or exceed the reserve price then that property will be withdrawn from the Auction. If, however, this is a property in which you are potentially interested wait until the end of the Auction, at which time you should approach the Auctioneer who will only be too willing to take details of your proposed offer which will be submitted to the Vendor for an appropriate decision.

# welcome to **bramleys**

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## auction programme 2018

**Thursday 15th November 2018**

If you wish to place land or property in any of our auctions please speak to our auctioneer, Andrew R Moorhouse FRICS

**t: 01484 530361**

**e: [auctions@bramleys1.co.uk](mailto:auctions@bramleys1.co.uk)**

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## auction **location**

### **By Car**

**From M62 west** – Exit M62 at J24, follow signs for Huddersfield Town Centre (A629). After approx. 2 miles follow the signs for the stadium turning left onto Castlegate ring road, turn left onto Leeds Road (A62), then follow the official car park signs.

**From M62 east/north** – Exit M62 at J25, turn left and follow signs for Huddersfield Town Centre (A62) then follow the official car park signs.

**From M1 south** – Exit at J42, continue west on M62. Exit M62 at J25, turn left and follow signs for Huddersfield Town Centre (A62) then follow the official car park signs.

### **By Rail**

Huddersfield Railway Station is situated in St. Georges Square and is approximately ½ mile from the stadium. Buses and taxis available outside the station or alternatively, walking via Northumberland Street.



The Revell Ward Suite

The John Smith's Stadium

Leeds Road

Huddersfield

HD1 6PG

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**If you wish to place land or property in any of our auctions please speak to our auctioneer  
Andrew R Moorhouse FRICS**

**t 01484 530361 | e [auctions@bramleys1.co.uk](mailto:auctions@bramleys1.co.uk)**

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# order of sale

lot	address	guide price
1	1 Hillside View, Linthwaite, Huddersfield HD7 5SZ	£100,000–£120,000
2	Building Plots Adj To 8 & 10 Stratton Close, Brighouse HD6 3TY	£80,000
3	14 Plane Trees, Halifax HX2 0QH	£70,000
4	32 Queen Street, Huddersfield HD1 2SP	£90,000
5	Croft Head Farm, 14 Station Road, Shepley, Huddersfield HD8 8DG	£250,000
6	11 Cross Street, Dewsbury WF12 7BQ	£65,000
7	129 Edale Avenue, Newsome, Huddersfield HD4 6LW	£65,000–£70,000

## Online legal documentation

If you wish to receive legal documents in respect of any lot, please visit [www.bramleys.com](http://www.bramleys.com) where legal packs we have received will be available. Alternatively **please contact the appropriate solicitor listed.**

Please note: larger documents such as architects' plans etc may have to be viewed at our offices.

Copy documentation is available for inspection on the day of the auction at the auction venue or at our offices from receipt until the auction date.



## bramleys

Head Office: 14 St George's Square, Huddersfield HD1 1JF  
info@bramleys1.co.uk | t: 01484 530361  
[bramleys.com](http://bramleys.com)

Offices located in  
Huddersfield, Halifax, Elland,  
Mirfield & Heckmondwike

LOT  
1

## 1 Hillside View, Linthwaite, Huddersfield HD7 5SZ



### EXCELLENT DEVELOPMENT OPPORTUNITY

\*Guide Price £100,000–£120,000

This brick built 3 bedroomed semi-detached property is situated on an elevated plot in the village of Linthwaite. Having superb far reaching views to the front, there are larger than average gardens and a driveway leading to the detached single garage. The property does require a programme of modernisation and upgrading.

#### Accommodation

##### Ground Floor

Entrance Porch

Entrance Hall

Lounge 3.71m x 3.94m (12'2" x 12'11")

Dining Area 2.92m x 2.87m (9'7" x 9'5")

Kitchen 2.97m x 2.87m (9'9" x 9'5")

##### First Floor

Bedroom 3.84m max x 3.35m max (including fitted robes) (12'7" max x 11'0" max (including fitted robes))

Bedroom 3.38m x 3.23m (11'1" x 10'7")

Bedroom 2.57m x 2.18m (8'5" x 7'2")

#### Family Bathroom

#### Outside

The property has a driveway leading to the single detached garage. There are gardens to both the front and rear, the rear gardens are particularly generous.

#### EPC Rating D

#### Council Tax Band B

#### Block Viewings

Sunday, 21 October at 11.00am. Thursday, 25 October at 2.00pm. Saturday, 27 October at 10.00am. Sunday, 4 November at 11.00am.



Tuesday, 6 November at 2.00pm. Saturday, 10 November at 10.00am.

#### Solicitors

Stacy Carr  
Ramsdens  
18 Lewisham Road  
Slaithwaite  
Huddersfield  
HD7 5AL  
Tel: 01484 848969

**Ramsdens**  
Solicitors



LOT  
2

## Building Plots Adj To 8 & 10 Stratton Close, Brighouse HD6 3TY

### BUILDING PLOT WITH POTENTIAL

\*Guide Price £80,000

Located on the right hand side having entered Stratton Gardens to the rear of nos 8 & 10, this is an excellent building plot ideally suited to builders, speculators and developers. Planning permission has been granted by Calderdale Metropolitan Borough Council in a decision notice dated 18 April 2017, application no: 16/00118/FUL for the 'residential development of two dwellings', copies of all relevant documents are available on the council's website (<https://portal.calderdale.gov.uk/online-applications/>). Each of the properties offer spacious family accommodation laid out over 4 levels with integral garaging as detailed on the layout plans. Potential purchasers should note that the relevant section 106 agreement was approved on 8th March 2017. Stratton Gardens is a modern cul-de-sac development located within a very popular area of Brighouse and has readily available access to the M62 motorway network.

**Current Occupancy** notices which expired on 1 October 2018.  
The land is currently occupied by adjacent properties who occupy these on garden licences. The licensees have been served with termination



#### Plan

Not to scale – for identification purposes only.

#### Council Tax Band N/A

#### Block Viewings

Anytime on site.

#### Solicitors

Sarah Crewe  
Crewe Property Law Ltd  
20 Primrose Lane  
Highburton  
Huddersfield  
HD8 0QY  
Tel: 07531 151388

**CREWE**  
PROPERTY LAW SOLICITORS

LOT  
3

## 14 Plane Trees, Halifax HX2 0QH

### EXCELLENT DEVELOPMENT OPPORTUNITY

\*Guide Price £70,000

This through mid terraced property offers deceptively spacious accommodation set out over 3 floors. There is also a good sized cellar. The property requires a comprehensive programme of improvement and modernisation. There is also a great deal of potential. Re-configuring the second floor accommodation would create 2 bedrooms (subject to necessary consents).

#### Accommodation

##### Ground Floor

**Lounge** 4.57m max x 4.52m max (15'0" max x 14'10" max)

**Dining Kitchen** 4.57m max x 3.66m max (15'0" max x 12'0" max)

##### Basement

**Cellar** 4.50m max x 3.68m max (14'9" max x 12'1" max)

##### First Floor

##### Landing

**Bedroom** 4.57m max x 4.57m max (15'0" max x 15'0" max)

**Bedroom** 2.90m max x 2.79m max (9'6" max x 9'2" max)

##### Bathroom

##### Second Floor

**Large Landing/Attic Room** 4.62m max x 4.57m max (15'2" max x 15'0" max)

**Attic Room** 4.62m max x 4.57m max (15'2" max x 15'0" max)

##### Outside

Small garden area to front and small yard to rear.



#### EPC Rating F

#### Council Tax Band A

#### Block Viewings

Saturday, 27 October at 11.00am. Wednesday, 31 October at 12.00pm. Sunday, 4 November at 10.00am. Saturday, 10 November at 2.00pm. Wednesday, 14 November at 1.00pm.

#### Solicitors

David Hofton  
Ramsdens  
6-8 Harrison Road  
Halifax  
HX1 2AQ  
Tel: 01422 330700

**Ramsdens**  
Solicitors

**LOT 4** **32 Queen Street, Huddersfield HD1 2SP**



**IDEAL INVESTMENT PROPERTY**

\*Guide Price £90,000

The property comprises a three storey town centre building having accommodation extending to a NIA of 135.27 sq m (1,456 sq ft) on a net internal floor area basis, excluding the basement and attic. The property is inner terraced, constructed of stone with an Ashlar stone face and is Grade II Listed. The ownership includes a self-contained yard area to the rear and a detached stone built garage workshop which is in a structurally dilapidated condition. The premises offer the opportunity to acquire long leasehold town centre premises for refurbishment as office or retail use or, alternatively, conversion to residential (subject to obtaining relevant planning consents).



**Accommodation**

**Ground Floor**  
**Rear Office** 5.13m x 4.52m (16'10" x 14'10") 242 sq ft  
**Reception/Office** 5.74m x 3.68m (18'10" x 12'1") 127 sq ft

**First Floor**

**Office** 6.35m x 4.60m (20'10" x 15'1") 314 sq ft  
**Office** 4.22m x 4.62m (13'10" x 15'2") 204 sq ft

**Second Floor**

**Office** 3.99m x 4.60m (13'1" x 15'1") 209 sq ft  
**Office** 4.57m x 3.28m (15'0" x 10'9") 161 sq ft  
**Office** 3.51m x 2.49m (11'6" x 8'2") 94 sq ft

**Basement**

**Tenure**  
 Leasehold

**Rateable Value**

£9,700  
 UBR 48p

**Outside**

There is a concrete surfaced area of land to the rear of the property which is accessed via a cobbled way from Southgate. In addition, there is a single storey brick built garage workshop which is in a dilapidated condition included within the title.

**Plan**

Not to scale – for identification purposes only.

**Please Note**

The vendor is a consultant at Bramleys. The rear wall of the property has structural issues. There is no structural report available and the buyer should make their own enquiries.

**Council Tax Band N/A**

**Block Viewings**

Tuesday, 23 October at 1.00pm.  
 Tuesday, 6 November at 1.00pm

**Solicitors**

Chris Annable  
 Ramsdens  
 Oakley House  
 1 Hungerford Road  
 Huddersfield  
 HD3 3AL  
 Tel: 01484 507135



LOT  
5

## Croft Head Farm, 14 Station Road, Shepley, Huddersfield HD8 8DG



### SUPERB DEVELOPMENT OPPORTUNITY

\*Guide Price £250,000

A superb development opportunity has arisen to acquire this Grade II listed building known as Croft Head Farm. The property occupies a superb residential position in the village of Shepley, whilst having the added benefit of peace and privacy by way of additional land running to Abbey Road with the site area extending to approximately 0.85 acres. This Grade II listed property offers spacious accommodation extending to approximately 1,700 sq ft, the property was first listed in June 1965, although constructed circa 1620 it incorporates features associated with this era. Enjoying a south-easterly open aspect to the front and offering excellent development potential. Energy Rating: N/A

#### Accommodation

##### Ground Floor

##### Storm Porch

**Lounge** 6.55m x 5.18m (21'6" x 17'0")

**Sitting Room** 5.41m x 4.11m (17'9" x 13'6")

**Dining Room** 4.42m x 2.67m (14'6" x 8'9")

**Dining Kitchen** 5.33m x 2.97m (17'6" x 9'9")

##### Bathroom

##### Rear Porch

##### First Floor

##### Landing

##### Box Room

**Bedroom** 4.34m x 2.67m (14'3" x 8'9")

##### En Suite Shower Room

**Bedroom** 5.79m x 4.11m (19'0" x 13'6")

**Bedroom** 4.11m x 3.81m (13'6" x 12'6")



#### Outside

Vehicular access is by way of a shared cobbled driveway with a stone built garage/workshop building immediately to the left hand side, together with formal garden areas and additional land extending in total to approximately 0.85 acres.

#### Plan

Not to scale – for identification purposes only.

#### Council Tax Band D

#### Block Viewings

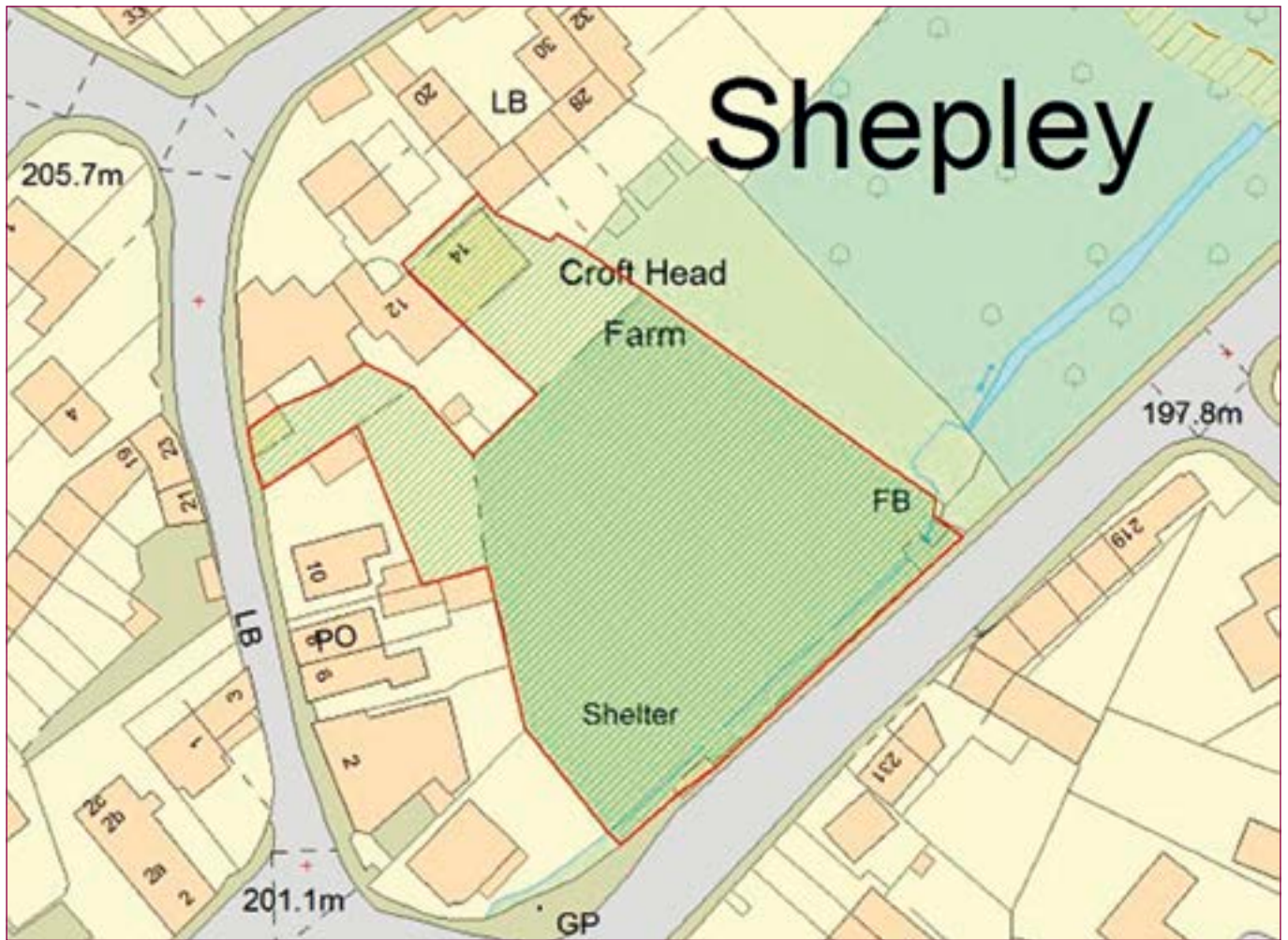
Saturday, 20 October at 10.00am. Tuesday, 23 October at 2.00pm. Sunday, 28 October at 11.00am. Saturday, 3 November at 10.00am. Thursday, 8 November at 2.00pm. Sunday, 11 November at 11.00am.

#### Solicitors

Sonya Baameur  
Britton & Time  
61 Church Road  
Hove  
BN3 2BP  
Tel: 01273 726951

**BRITTON & TIME**





LOT  
6

## 11 Cross Street, Dewsbury WF12 7BQ



### EXCELLENT DEVELOPMENT OPPORTUNITY

\*Guide Price £65,000

Occupying a pleasant slightly elevated cul-de-sac position on the outskirts of Dewsbury town centre is this substantial stone fronted mid terraced house, the property has gardens to the rear and an unmade road way to the front utilised as a parking area. The property offers 3 bedroomed accommodation and does benefit from gas fired central heating and sealed unit double glazing although does require a general programme of modernisation and improvement and general refurbishment.

#### Accommodation

##### Ground Floor

##### Entrance Hall

Lounge 4.62m x 3.20m (15'2" x 10'6")

Dining Room 5.08m x 4.04m (16'8" x 13'3")

Kitchen 3.35m x 2.36m (11'0" x 7'9")

##### First Floor

##### Landing

Bedroom 4.06m x 2.95m (13'4" x 9'8")

Bedroom 3.81m x 3.25m (12'6" x 10'8")

Bedroom 2.06m x 1.65m (6'9" x 5'5")

##### Bathroom

##### Outside

The property is street lined to the front and to the rear there is a yard area.

##### Council Tax Band A

##### EPC Rating D

##### Block Viewings

Saturday, 20 October at 2.30pm. Saturday, 27 October

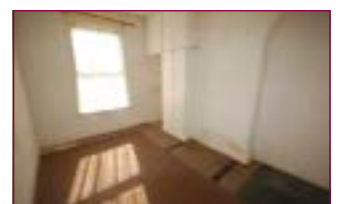


at 2.30pm. Saturday, 3 November at 1.00pm. Thursday, 8 November at 2.00pm. Saturday, 10 November at 2.30pm. Tuesday, 13 November at 2.00pm.

##### Solicitors

Katie Sharp  
Ramsdens  
7 King Street  
Mirfield  
WF14 8AW  
Tel: 01924 499251

**Ramsdens**  
Solicitors



LOT  
7

## 129 Edale Avenue, Newsome, Huddersfield HD4 6LW

### IDEAL INVESTMENT PROPERTY

\*Guide Price £65,000–£70,000

Located within a popular and established residential locality, this an ideal investment property offering well proportioned 3 bedroom accommodation. It is within walking distance of Newsome centre which offers a good range of local amenities, as well as being approximately 1.5 miles from Huddersfield town centre. Having gas fired central heating, together with sealed unit double glazing, the property does still require a general programme of refurbishment and redecoration.



#### Accommodation

##### Ground Floor

Entrance Porch

Entrance Hall

Lounge 5.41m x 3.20m (17'9" x 10'6")

Dining Area 3.00m x 2.69m (9'10" x 8'10")

Kitchen 2.13m x 2.51m (7'0" x 8'3")

##### First Floor

Landing

Bedroom 2.74m x 2.26m (9'0" x 7'5")

Bedroom 3.81m x 3.02m (12'6" x 9'11")

Bedroom 4.19m max. x 3.20m max. (13'9" max. x 10'6" max.)

Bathroom

##### Outside

There is a garden area to the rear with communal gardens to the front. There is also communal parking nearby.

EPC Rating D

Council Tax Band A

#### Block Viewings

Sunday, 21 October at 11.45am. Thursday, 25 October at 2.45pm. Saturday, 27 October at 10.45am. Sunday, 4 November at 11.45am. Tuesday, 6 November at 2.45pm. Saturday, 10 November at 10.45am.

#### Solicitors

Richard Memmott  
Norrie Waite & Slater  
21-23 Bridge Street  
Killamarsh  
Sheffield  
S21 1AH  
Tel: 0114 248 4890

**NORRIE WAITE & SLATER SOLICITORS**

## IMPORTANT INFORMATION FOR ALL BIDDERS

Due to the new changes to money laundering regulations and legislation, we are now required by law to verify the identity and address of **everyone who offers, bids or buys at auction.**

**YOU MUST NOW PRE-REGISTER IN ORDER TO BID FOR ANY LOT IF YOU HAVEN'T PRE-REGISTERED, YOU WON'T BE ABLE TO BID SEE PAGE 2 FOR DETAILS**



# bramleys

## Property – we do the lot!

### Professional surveys and valuations

- For both home buying and security for lending
- RICS Homebuyer service
- Mortgage services – Bramleys Financial Consultants Ltd offer an independent no obligation mortgage advisory service

### Commercial and industrial

- Property sales and leases, land and buildings disposal and valuations

### Property management and lettings

- Highly flexible service from start-up scheme to complete management service

**So if you're buying property at auction  
consult us – the property professionals!**



Head Office: 14 St George's Square, Huddersfield HD1 1JF  
info@bramleys1.co.uk | t: 01484 530361

**bramleys.com**



# terms and conditions

## for proxy bidders

1. All prospective bidders wishing to bid by proxy should complete and sign the Proxy Bidding Form attached. The bidder shall have had sight of and accept the terms of the Sale of Memorandum which will form part of the contract should their bid be successful.
2. The Auctioneer reserves the right to refuse a bid on behalf of the proxy bidder should there be any confusion as to the Maximum Bid Price or with any error in the accompanying cheque.
3. A separate form must be completed for each Lot the proxy bidder wishes to bid on.
4. The completed form(s) must be delivered to Bramleys, 14 St Georges Square, Huddersfield, HD1 1JF by hand or post no later than 48 hours prior to the auction commencing.
5. Any agreed alteration to any Proxy Bidding Form at any time, prior to, or on the day of the auction, must be done so in writing and prior to the commencement of the auction.
6. The proxy bidder must provide a banker's draft or solicitor's client account cheque. Alternatively, the bidder can make payment by debit, credit card or BACS transfer at least 48 hours prior to the auction for the deposit and Auctioneer's administration fee. If the bidder is unsuccessful all monies with the exception of a £60 (inclusive of VAT) handling fee for BACS transfers or 1.5% (inclusive of VAT) handling fee for debit or credit card payment will be returned to the bidder's account, by the same means as the payment was taken, the day after the auction. The amount required is 10% of the maximum bid or £2,000, whichever is the greater.
7. In the event that the lot is knocked down to the proxy bidder, details of the amount of the deposit monies shall be inserted into the Sale Memorandum. Where any cheque presented by a bidder in payment of the deposit exceeds the required 10% any excess will not be returned and will form an increased deposit and will be held in accordance with the general Terms and Conditions of Sale or any variations on them contained in the special conditions.
8. The proxy bidder will be advised if the relevant Lot has been successfully purchased on his behalf as soon as possible after the auction. In the event that the proxy bidder is unsuccessful at the auction, the deposit cheque or banker's draft shall be returned promptly by the Auctioneer to the proxy bidder.
9. The auctioneer reserves the right to bid himself or through an agent up to the reserve price for the Lot.
10. Unless the relevant Lot is sold to the proxy bidder, the amount of the proxy bidder's bid will not be disclosed to the seller or any other person either during or after the sale without the proxy bidder's consent.
11. Proxy bidders are advised to contact Bramleys immediately prior to the Auction to ensure that there are no amendments to the Particulars of Sale or conditions relating to the relevant Lot or other matters relating to it. The proxy bidder will be deemed to have knowledge of such amendments and will buy subject to them in any event.
12. If the proxy bidder wished to attend the Auction and bid in person they must notify the Auctioneer in writing and the Auctioneer will not make any bids on their behalf.
13. The proxy bidder appoints the Auctioneer as Agent and authorises the Auctioneer to bid for the relevant Lot on behalf of the proxy bidder in such manner as the Auctioneer thinks fit up to the Maximum Bid Price.
14. The proxy bidder shall be considered to have inspected the auction particulars for the relevant Lot, the general Terms and Conditions of Sale and any amendments or addendums to any of these and to have full knowledge thereof.
15. The proxy bidder authorises the Auctioneer or any duly authorised employee of Bramleys as the proxy bidder's agent to sign the Sale Memorandum incorporating all such matters at or after the auction.
16. The proxy bidder shall be deemed to have taken all necessary professional and legal advice and to have made the appropriate enquiries, searches, surveys and inspections in respect of any relevant Lot and has knowledge of any announcements made from the rostrum of any amendment or addendum relating to the relevant Lot.
17. Bramleys reserve the right not to bid on behalf of the proxy bidder in the event of any error, doubt or omission, uncertainty as to any bid, or for whatever reason, and give no warranty or agreement that any bid will be made on behalf of the bidder and accept no liability if no bid is made on behalf of the bidder for any Lot.
18. In the event that the proxy bidder is successful the Auctioneer will sign the Sale Memorandum on behalf of the seller (a binding contract between the seller and buyer is formed on the fall of the hammer) and forward the seller's signed part of the contract to the bidder's solicitor.
19. Due to the new changes to money laundering regulations and legislation, as of 26 June 2017, we are now required by law to verify the identity and address of everyone who offers, bids or buys at auction. Please refer to page 2 for full details.
20. Successful bidders will also be required to pay a Buyers administration fee in the sum of £750 inc VAT for each Lot purchased.
21. Please note all cheques must be made payable to Bramleys.

# proxy bidding form

Date of Auction ..... Lot Number .....

Address of Lot .....

**I hereby instruct and authorise you to bid on my behalf in accordance with the terms and conditions attached hereto and I understand that should my bid be successful the offer will be binding upon me.**

Maximum bid price ..... Words .....

Cheque/banker's draft for 10% deposit (£2,000 minimum) £ ..... enclosed herewith (made payable to Bramleys)

**Buyer's Administration Charge** – Should my bid be successful I agree to pay a Buyer's Administration Charge of £750 inc VAT upon exchange of contracts to Bramleys, the auctioneers

## Purchaser Details

Full name(s) .....

Company .....

Address .....

..... Postcode .....

Business telephone

Home telephone ..... Email .....

## Solicitor's Details

Company Name & Address .....

.....

..... Postcode .....

For the attention of .....

Telephone .....

Signed by prospective purchaser .....

Date .....

or person signing on purchaser's behalf. The signatory warrants that authority has been given by the bidder.

Name and address of signatory if different from purchaser's details given above:

.....

.....

Date of signing .....

# terms and conditions

## for telephone bidders

1. All prospective bidders wishing to bid by telephone should complete and sign the Telephone Bidding Form attached. The bidder shall have had sight of and accept the terms of the Sale Memorandum which will form part of the contract should their bid be successful.
2. The Auctioneer reserves the right to refuse a bid on behalf of the telephone bidder should there be any confusion as to the Maximum Bid Price or with any error in the accompanying cheque.
3. A separate form must be completed for each Lot the telephone bidder wishes to bid on.
4. The completed form(s) must be delivered to Bramleys, 14 St Georges Square, Huddersfield, HD1 1JF by hand or post no later than 48 hours prior to the auction commencing.
5. Any agreed alteration to any Telephone Bidding Form at any time, prior to, or on the day of the auction, must be done so in writing and prior to the commencement of the auction.
6. The telephone bidder must provide a banker's draft or solicitor's client account cheque. Alternatively, the bidder can make payment by debit, credit card or BACS transfer at least 48 hours prior to the auction for the deposit and Auctioneer's administration fee. If the bidder is unsuccessful all monies with the exception of a £60 (inclusive of VAT) handling fee for BACS transfers or 1.5% (inclusive of VAT) handling fee for debit or credit card payment will be returned to the bidder's account, by the same means as the payment was taken, the day after the auction. The amount required is 10% of the maximum bid or £2,000, whichever is the greater.
7. When the lot comes up for Auction, Bramleys will attempt to telephone the bidder using the telephone numbers provided by the bidder on the Telephone Bidding Form.
8. In the event that the Lot is knocked down to the telephone bidder, details of the amount of the deposit monies shall be inserted into the Sale Memorandum. Where any cheque presented by a bidder in payment of the deposit exceeds the required 10% any excess will not be returned and will form an increased deposit and will be held in accordance with the general Terms and Conditions of Sale or any variations on them contained in the special conditions.
9. The telephone bidder will be advised if the relevant Lot has been successfully purchased on his behalf as soon as possible after the auction. In the event that the telephone bidder is unsuccessful at the auction, the deposit monies shall be returned promptly by the Auctioneer to the telephone bidder.
10. The Auctioneer reserves the right to bid himself or through an agent up to the reserve price for the Lot.
11. Unless the relevant Lot is sold to the telephone bidder, the amount of the telephone bidder's bid will not be disclosed to the seller or any other person either during or after the sale without the proxy bidder's consent.
12. Telephone bidders are advised to contact Bramleys immediately prior to the Auction to ensure that there are no amendments to the Particulars of Sale or Conditions relating to the relevant Lot or other matters relating to it. The proxy bidder will be deemed to have knowledge of such amendments and will buy subject to them in any event.
13. If the telephone bidder wished to attend the Auction and bid in person they must notify the Auctioneer in writing and the Auctioneer will not make any bids on their behalf.
14. If a successful telephone connection is made between the bidder and Bramleys, the bidder may then compete in the bidding and Bramleys will relay the bidder's bid to the Auctioneer. If a successful telephone connection is not made between the bidder and Bramleys or the connection breaks down, Bramleys are authorised to only bid up the Maximum bid stated on the Telephone Bidding Form.
15. The telephone bidder shall be considered to have inspected the Auction particulars for the relevant Lot, the general Terms and Conditions of Sale, the Special Conditions of Sale and any amendments or addendums to any of these and to have full knowledge thereof.
16. The telephone bidder authorises the Auctioneer or any duly authorised employee of Bramleys as the proxy bidder's agent to sign the Sale Memorandum incorporating all such matters at or after the auction.
17. The telephone bidder shall be deemed to have taken all necessary professional and legal advice and to have made the appropriate enquiries, searches, surveys and inspections in respect of any relevant Lot and has knowledge of any announcements made from the rostrum of any amendment or addendum relating to the relevant Lot.
18. Bramleys reserve the right not to bid on behalf of the telephone bidder in the event of any error, doubt or omission, uncertainty as to any bid, or for whatever reason, and give no warranty or agreement that any bid will be made on behalf of the bidder and accept no liability if no bid is made on behalf of the bidder for any Lot.
19. In the event that the telephone bidder is successful the Auctioneer will sign the Sale Memorandum on behalf of the seller (a binding contract between the seller and buyer is formed on the fall of the hammer) and forward the seller's signed part of the contract to the bidder's solicitor.
20. Due to the new changes to money laundering regulations and legislation, as of 26 June 2017, we are now required by law to verify the identity and address of everyone who offers, bids or buys at auction. Please refer to page 2 for full details.
21. Successful bidders will also be required to pay a Buyers administration fee in the sum of £750 inc VAT for each Lot purchased.
22. Please note all cheques must be made payable to Bramleys.

# telephone bidding form

Date of Auction ..... Lot Number .....

Address of Lot .....

**A member of staff will attempt to contact the bidder by telephone prior to the Lot concerned being offered for sale. If it is impossible to obtain telephone contact, or the line breaks down, the Auctioneer is authorised to continue to bid on behalf of the telephone bidder up to the maximum bid stated on this form.**

Maximum Bid Price £ ..... Words .....

Cheque/banker's draft for 10% deposit of maximum bid £ ..... (minimum £2,000.00).

**Buyer's Administration Charge** – Should my bid be successful I agree to pay a Buyer's Administration Charge of £750 inc VAT upon exchange of contracts to Bramleys, the auctioneers

TOTAL £ ..... (Enclosed herewith made payable to Bramleys)

NB: Should the telephone bidder exceed the bidding price stated on this form, the balance of the deposit must be forwarded to the Auctioneers promptly.

## Purchaser's Details

Full name(s) .....

Company .....

Address .....

..... Postcode .....

Mobile Phone Number ..... Email .....

Home/Business Phone Number .....

## Solicitor's Details

Company Name & Address .....

..... Postcode .....

Phone Number ..... Reference .....

I authorise the Auctioneer to sign the Memorandum of Sale/Contract on my behalf and I recognise that I will then be the fully bound purchaser of the property referred to above and must complete this transaction within the specified time in the Conditions of Sale.

Signature of the Prospective Purchaser .....

Date .....



# common auction conditions

Common Auction Conditions (3rd Edition August 2009 – reproduced with the consent of the RICS).

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.

## 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:

- 1. Glossary** The glossary gives special meanings to certain words used in both sets of conditions.
- 2. 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. We recommend that these conditions are set out in a two-part notice to bidders in the auction catalogue, part one containing advisory material – which auctioneers can tailor to their needs – and part two the auction conduct conditions.
- 3. 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 printed in bold black type appear in bold blue 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 CHATELLETS, 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 blue type have special meanings, which are defined in the Glossary.

A1.2 The CATALOGUE is issued only on the basis that you accept these AUCTION CONDUCT CONDITIONS. They govern our relationship with you and cannot be disappplied or varied by the SALE CONDITIONS (even by a CONDITION purporting to replace the whole of the Common Auction Conditions). They can be varied only if we agree.

### A2 Our role

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

- (a) prepare the CATALOGUE from information supplied by or on behalf of each SELLER;
- (b) offer each LOT for sale;
- (c) sell each LOT;
- (d) receive and hold deposits;
- (e) sign each SALE MEMORANDUM; and
- (f) treat a CONTRACT as repudiated if the BUYER fails to sign a SALE MEMORANDUM or pay a deposit as required by these AUCTION CONDUCT CONDITIONS.

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

A2.3 WE may cancel the AUCTION, or alter the order in which LOTS are offered for sale. WE may also combine or divide LOTS. A LOT may be sold or withdrawn from sale prior to the AUCTION.

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

### A3 Bidding and reserve prices

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

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

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

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

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

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

### A4 The particulars and other information

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

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.

**Words that are capitalised 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.

### G1. The lot

G1.1 The LOT (including any rights to be granted or reserved, and any exclusions from it) is described in the SPECIAL CONDITIONS, or if not so described the LOT is that referred to in the SALE MEMORANDUM.

G1.2 The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.

G1.3 The LOT is sold subject to all matters contained or referred to in the DOCUMENTS, but excluding any FINANCIAL CHARGES: these the SELLER must discharge on or before COMPLETION.

G1.4 The LOT is also sold subject to such of the following as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS:

- (a) matters registered or capable of registration as local land charges;
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
- (c) notices, orders, demands, proposals and requirements of any competent authority;
- (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- (e) rights, easements, quasi-easements, and wayleaves;
- (f) outgoings and other liabilities;
- (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
- (h) matters that ought to be disclosed by the searches and enquires 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 CHATELLETS 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:

	<ul style="list-style-type: none"> <li>• (a) the DOCUMENTS, whether or not the BUYER has read them; and</li> <li>• (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.</li> </ul>	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.		
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.	G4.6	The SELLER (and, if relevant, the BUYER) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the CONDITIONS apply.	G10.3	Income and outgoings are to be apportioned at ACTUAL COMPLETION DATE unless: <ul style="list-style-type: none"> <li>• (a) the BUYER is liable to pay interest; and</li> <li>• (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;</li> <li>• in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the BUYER.</li> </ul>
<b>G2. Deposit</b>		<b>G5. Transfer</b>		<b>G10.4</b>	Apportionments are to be calculated on the basis that: <ul style="list-style-type: none"> <li>• (a) the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;</li> <li>• (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and</li> <li>• (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.</li> </ul>
G2.1	The amount of the deposit is the greater of: <ul style="list-style-type: none"> <li>• (a) any minimum deposit stated in the AUCTION CONDUCT CONDITIONS (or the total PRICE, if this is less than that minimum); and</li> <li>• (b) 10% of the PRICE (exclusive of any VAT on the PRICE).</li> </ul>	G5.1	Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS: <ul style="list-style-type: none"> <li>• (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</li> <li>• (b) the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.</li> </ul>		
G2.2	The deposit <ul style="list-style-type: none"> <li>• (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</li> <li>• (b) is to be held as stakeholder unless the AUCTION CONDUCT CONDITIONS provide that it is to be held as agent for the SELLER.</li> </ul>	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.		
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.	G5.3	The SELLER cannot be required to TRANSFER the LOT to anyone other than the BUYER, or by more than one TRANSFER.	<b>G11. Arrears</b>	
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.	<b>G6. Completion</b>		<b>Part 1 Current rent</b>	
G2.5	Interest earned on the deposit belongs to the SELLER unless the SALE CONDITIONS provide otherwise.	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.	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.
<b>G3. Between contract and completion</b>		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.	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.
G3.1	Unless the SPECIAL CONDITIONS state otherwise, the SELLER is to insure the LOT from and including the CONTRACT DATE to COMPLETION and: <ul style="list-style-type: none"> <li>• (a) produce to the BUYER on request all relevant insurance details;</li> <li>• (b) pay the premiums when due;</li> <li>• (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;</li> <li>• (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;</li> <li>• (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</li> <li>• (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.</li> </ul>	G6.3	Payment is to be made in pounds sterling and only by: <ul style="list-style-type: none"> <li>• (a) direct TRANSFER to the SELLER'S conveyancer's client account; and</li> <li>• (b) the release of any deposit held by a stakeholder.</li> </ul>	G11.3	Parts 2 and 3 of this CONDITION G11 do not apply to arrears of current rent.
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.	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.	<b>Part 2 Buyer to pay for arrears</b>	
G3.3	Section 47 of the Law of Property Act 1925 does not apply.	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.	G11.4	Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of arrears.
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.	G6.6	Where applicable the CONTRACT remains in force following COMPLETION.	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.
<b>G4. Title and identity</b>		<b>G7. Notice to complete</b>		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.
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.	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.	<b>Part 3 Buyer not to pay for arrears</b>	
G4.2	If any of the DOCUMENTS is not made available before the AUCTION the following provisions apply: <ul style="list-style-type: none"> <li>• (a) The BUYER may raise no requisition on or objection to any of the DOCUMENTS that is made available before the AUCTION.</li> <li>• (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.</li> <li>• (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.</li> <li>• (d) If title is in the course of registration, title is to consist of certified copies of: <ul style="list-style-type: none"> <li>• (i) the application for registration of title made to the land registry;</li> <li>• (ii) the DOCUMENTS accompanying that application;</li> <li>• (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and</li> <li>• (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.</li> </ul> </li> <li>• (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.</li> </ul>	G7.2	The person giving the notice must be READY TO COMPLETE.	G11.7	Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS: <ul style="list-style-type: none"> <li>• (a) so state; or</li> <li>• (b) give no details of any arrears.</li> </ul>
G4.3	Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the TRANSFER shall so provide): <ul style="list-style-type: none"> <li>• (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</li> <li>• (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.</li> </ul>	G7.3	If the BUYER fails to comply with a notice to complete the SELLER may, without affecting any other remedy the SELLER has: <ul style="list-style-type: none"> <li>• (a) terminate the CONTRACT;</li> <li>• (b) claim the deposit and any interest on it if held by a stakeholder;</li> <li>• (c) forfeit the deposit and any interest on it;</li> <li>• (d) resell the LOT; and</li> <li>• (e) claim damages from the BUYER.</li> </ul>	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.
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.	G7.4	If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has: <ul style="list-style-type: none"> <li>• (a) terminate the CONTRACT; and</li> <li>• (b) recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder.</li> </ul>	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.
		<b>G8. If the contract is brought to an end</b>		<b>G12. Management</b>	
			If the CONTRACT is lawfully brought to an end: <ul style="list-style-type: none"> <li>• (a) the BUYER must return all papers to the SELLER and appoints the SELLER its agent to cancel any registration of the CONTRACT; and</li> <li>• (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.</li> </ul>	G12.1	This CONDITION G12 applies where the LOT is sold subject to TENANCIES.
		<b>G9. Landlord's licence</b>		G12.2	The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.
		G9.1	Where the LOT is or includes leasehold land and licence to assign is required this CONDITION G9 applies.	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: <ul style="list-style-type: none"> <li>• (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;</li> <li>• (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</li> <li>• (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.</li> </ul>
		G9.2	The CONTRACT is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.	<b>G13. Rent deposits</b>	
		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.	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.
		G9.4	The SELLER must: <ul style="list-style-type: none"> <li>• (a) use all reasonable endeavours to obtain the licence at the SELLER'S expense; and</li> <li>• (b) enter into any authorised guarantee agreement properly required.</li> </ul>	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.
		G9.5	The BUYER must: <ul style="list-style-type: none"> <li>• (a) promptly provide references and other relevant information; and</li> <li>• (b) comply with the landlord's lawful requirements.</li> </ul>	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: <ul style="list-style-type: none"> <li>• (a) observe and perform the SELLER'S covenants and CONDITIONS in the rent deposit deed and indemnify the SELLER in respect of any breach;</li> <li>• (b) give notice of assignment to the tenant; and</li> <li>• (c) give such direct covenant to the tenant as may be required by the rent deposit deed.</li> </ul>
		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.	<b>G14. VAT</b>	
		<b>G10. Interest and apportionments</b>			
		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		

- G14.1 Where a SALE CONDITION requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.
- G14.2 Where the SPECIAL CONDITIONS state that no VAT OPTION has been made the SELLER confirms that none has been made by it or by any company in the same VAT group nor will be prior to COMPLETION.
- G15. Transfer as a going concern**
- G15.1 Where the SPECIAL CONDITIONS so state:
- (a) the SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a TRANSFER of a going concern; and
  - (b) this CONDITION G15 applies.
- G15.2 The SELLER confirms that the SELLER
- (a) is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and
  - (b) has (unless the sale is a standard-rated supply) made in relation to the LOT a VAT OPTION that remains valid and will not be revoked before COMPLETION.
- G15.3 The BUYER confirms that:
- (a) it is registered for VAT, either in the BUYER'S name or as a member of a VAT group;
  - (b) it has made, or will make before COMPLETION, a VAT OPTION in relation to the LOT and will not revoke it before or within three months after COMPLETION;
  - (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
  - (d) it is not buying the LOT as a nominee for another person.
- G15.4 The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence:
- (a) of the BUYER'S VAT registration;
  - (b) that the BUYER has made a VAT OPTION; and
  - (c) that the VAT OPTION has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two BUSINESS DAYS before the AGREED COMPLETION DATE, CONDITION G14.1 applies at COMPLETION.
- G15.5 The BUYER confirms that after COMPLETION the BUYER intends to:
- (a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and
  - (b) collect the rents payable under the TENANCIES and charge VAT on them
- G15.6 If, after COMPLETION, it is found that the sale of the LOT is not a TRANSFER of a going concern then:
- (a) the SELLER'S conveyancer is to notify the BUYER'S conveyancer of that finding and provide a VAT invoice in respect of the sale of the LOT;
  - (b) the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the VAT due; and
  - (c) if VAT is payable because the BUYER has not complied with this CONDITION G15, the BUYER must pay and indemnify the SELLER against all costs, interest, penalties or surcharges that the SELLER incurs as a result.
- G16. Capital allowances**
- G16.1 This CONDITION G16 applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.
- G16.2 The SELLER is promptly to supply to the BUYER all information reasonably required by the BUYER in connection with the BUYER'S claim for capital allowances.
- G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS.
- G16.4 The SELLER and BUYER agree:
- (a) to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G16; and
  - (b) to submit the value specified in the SPECIAL CONDITIONS to HM Revenue and Customs for the purposes of their respective capital allowance computations.
- G17. Maintenance agreements**
- G17.1 The SELLER agrees to use reasonable endeavours to TRANSFER to the BUYER, at the BUYER'S cost, the benefit of the maintenance agreements specified in the SPECIAL CONDITIONS.
- G17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such CONTRACTS from the ACTUAL COMPLETION DATE.
- G18. Landlord and Tenant Act 1987**
- G18.1 This CONDITION G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.
- G18.2 The SELLER warrants that the SELLER has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.
- G19. Sale by practitioner**
- G19.1 This CONDITION G19 applies where the sale is by a PRACTITIONER either as SELLER or as agent of the SELLER.
- G19.2 The PRACTITIONER has been duly appointed and is empowered to sell the LOT.
- G19.3 Neither the PRACTITIONER nor the firm or any member of the firm to which the PRACTITIONER belongs has any personal liability in connection with the sale or the performance of the SELLER'S obligations. The TRANSFER is to include a declaration excluding that personal liability.
- G19.4 The LOT is sold:
- (a) in its condition at COMPLETION;
  - (b) for such title as the SELLER may have; and
  - (c) with no title guarantee; and the BUYER has no right to terminate the CONTRACT or any other remedy if information provided about the LOT is inaccurate, incomplete or missing.
- G19.5 Where relevant:
- (a) the DOCUMENTS must include certified copies of those under which the PRACTITIONER is appointed, the document of appointment and the PRACTITIONER'S acceptance of appointment; and
  - (b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.
- G19.6 The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.
- G20. TUPE**
- G20.1 If the SPECIAL CONDITIONS state "There are no employees to which TUPE applies", this is a warranty by the SELLER to this effect.
- G20.2 If the SPECIAL CONDITIONS do not state "There are no employees to which TUPE applies" the following paragraphs apply:
- (a) The SELLER must notify the BUYER of those employees whose CONTRACTS of employment will TRANSFER to the BUYER on COMPLETION (the "Transferring Employees"). This notification must be given to the BUYER not less than 14 days before COMPLETION.
  - (b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the Transferring Employees.
  - (c) The BUYER and the SELLER acknowledge that pursuant and subject to TUPE, the CONTRACTS of employment between the Transferring Employees and the SELLER will TRANSFER to the BUYER on COMPLETION.
  - (d) The BUYER is to keep the SELLER indemnified against all liability for the Transferring Employees after COMPLETION.
- G21. Environmental**
- G21.1 This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.
- G21.2 The SELLER has made available such reports as the SELLER has as to the environmental condition of the LOT and has given the BUYER the opportunity to carry out investigations (whether or not the BUYER has read those reports or carried out any investigation) and the BUYER admits that the PRICE takes into account the environmental condition of the LOT.
- G21.3 The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT.
- G22. Service Charge**
- G22.1 This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.
- G22.2 No apportionment is to be made at COMPLETION in respect of service charges.
- G22.3 Within two months after COMPLETION the SELLER must provide to the BUYER a detailed service charge account for the service charge year current on COMPLETION showing:
- (a) service charge expenditure attributable to each TENANCY;
  - (b) payments on account of service charge received from each tenant;
  - (c) any amounts due from a tenant that have not been received;
  - (d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.
- G22.4 In respect of each TENANCY, if the service charge account shows that:
- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to the excess when it provides the service charge account;
  - (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the BUYER must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the SELLER within five BUSINESS DAYS of receipt in cleared funds; but in respect of payments on account that are still due from a tenant CONDITION G11 (arrears) applies.
- G22.5 In respect of service charge expenditure that is not attributable to any TENANCY the SELLER must pay the expenditure incurred in respect of the period before ACTUAL COMPLETION DATE and the BUYER must pay the expenditure incurred in respect of the period after ACTUAL COMPLETION DATE. Any necessary monetary adjustment is to be made within five BUSINESS DAYS of the SELLER providing the service charge account to the BUYER.
- G22.6 If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
- (a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and
  - (b) the BUYER must covenant with the SELLER to hold it in accordance with the terms of the TENANCIES and to indemnify the SELLER if it does not do so.
- G23. Rent reviews**
- G23.1 This CONDITION G23 applies where the LOT is sold subject to a TENANCY under which a rent review due on or before the ACTUAL COMPLETION DATE has not been agreed or determined.
- G23.2 The SELLER may continue negotiations or rent review proceedings up to the ACTUAL COMPLETION DATE but may not agree to 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 agreed 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.

## Extra General Conditions

Applicable for all lots where the Common Auction Conditions apply.

### 1. The Deposit

1.1 GENERAL CONDITIONS A5.5a shall be deemed to be deleted and replaced by the following:

A5.5a. The Deposit:

- a) must be paid to the AUCTIONEERS by cheque or bankers draft drawn on a UK clearing bank or building society (or by such other means of payment as they may accept)
- b) is to be held as stakeholder save to the extent of the AUCTIONEERS' fees and expenses which part of the deposit shall be held as agents for the SELLER

### 2. Buyer's Administration Charge

2.1 The successful purchaser will be required to pay an auctioneers administration charge of £750 inc Vat for each lot purchased whether the lot is purchased at the auction, prior to or after the auction. Cheques payable to Bramleys.

### 3. Extra Auction Conduct Conditions

3.1 Despite any special CONDITION to the contrary the minimum deposit we accept is £2,000 (or the total PRICE, if less). A special CONDITION may, however, require a higher minimum deposit.



# auction programme 2018

Thursday 15th November 2018

## bramleys

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