

# DDM

## PROPERTY AUCTION

24/7 online  
bidding facility



18 lots  
available  
from £15,000

71%



Sold last year



## Property Auction Event

Forest Pines Hotel, Brigg, DN20 0AQ

**Thursday 22nd August 2019** registration at 6.30pm

# NORTH LINCOLNSHIRE

## EVENT CALENDAR 2019



### January

MON	TUE	WED	THU	FRI	SAT	SUN
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### February

MON	TUE	WED	THU	FRI	SAT	SUN
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

### March

MON	TUE	WED	THU	FRI	SAT	SUN
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### April

MON	TUE	WED	THU	FRI	SAT	SUN
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

### May

MON	TUE	WED	THU	FRI	SAT	SUN
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

### June

MON	TUE	WED	THU	FRI	SAT	SUN
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### July

MON	TUE	WED	THU	FRI	SAT	SUN
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### August

MON	TUE	WED	THU	FRI	SAT	SUN
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

### September

MON	TUE	WED	THU	FRI	SAT	SUN
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

### October

MON	TUE	WED	THU	FRI	SAT	SUN
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### November

MON	TUE	WED	THU	FRI	SAT	SUN
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

### December

MON	TUE	WED	THU	FRI	SAT	SUN
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**NORTH LINCOLNSHIRE PROPERTY AUCTION**



## VENUE

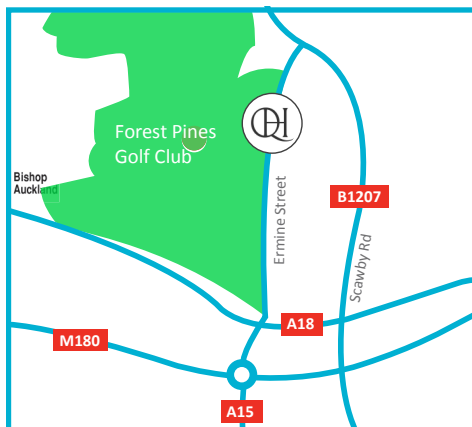
**The Forest Pines Hotel**, Broughton, Near Brigg, North Lincolnshire, DN20 0AQ  
**Tel 01652 650770**

**Registration at 6.30pm**  
**Auction begins at 7.00pm**

## DIRECTIONS

Directions from the North - Take Junction 35 off the M62. Take Junction 5 off the M18 onto the M180.

Exit at Junction 4 and take the Scunthorpe exit. At the next roundabout, take the second exit and the hotel is on the left hand side.



## ATTEND FOR FREE

**If you don't want to register to bid, but are interested in the auction process or potentially selling at auction, you can attend our events to see what it's like. You can also ask our auction team any questions you may have, for example:**

### **Is my property suitable for auction?**

Any type of property is suitable for sale by auction. Lots range from traditional residential properties from all price ranges, style and condition, new-build development, tenanted investments, developments sites and all sectors of commercial property. Selling through auction is the preferred method of sale in the USA, Canada, and in mainland Europe.

**If you are interested in selling by auction and would like to speak to someone sooner, don't hesitate to contact our Auction team on 0345 646 0302.**

A background image showing an auctioneer in a blue shirt and tie, holding a wooden gavel with a gold band, poised to strike a wooden block on a table. The scene is brightly lit, suggesting an indoor auction room.

### Remember!

If you're not planning to attend the auction, but would like to bid by proxy or telephone, please email [enquiries@iam-sold.co.uk](mailto:enquiries@iam-sold.co.uk) to request a digital bidding form. Please clearly state the property address and lot number. Or contact the team on: **0345 646 0302**

## AUCTION DAY PROCEDURE

Before placing a bid we strongly advise that you carry out market research and due diligence on any property you are interested in bidding on. Make sure to review any legal documents we may have for the subject property. We recommend that before bidding you visually inspect the property internally and are completely happy with what's on offer.

### Registration

You will require photographic I.D. **and** proof of address to obtain a bidding paddle to enable you to bid at a property auction. If you intend to bid please remember to bring with you your debit/credit card or bankers draft for your Reservation Fee and the required identification. Please also bring the contact details of the solicitor you intend to use.

### Bidding For Your Lot

When the auctioneer announces your lot he will also bring to your attention any last minute items which you should be aware of. He will read the full address of the property, so please double check before bidding that this is the lot that you are interested in. The current lot number is usually displayed with a photograph on screens at the front of the room. The auctioneer will invite bids at a particular level and you can make this bid by raising your paddle, hand or catalogue. If you wish to make a bid other than the auctioneer calls, please shout out your bid and the auctioneer may or may not accept it. The property will be 'knocked down' to the highest bidder – but not until the auctioneer warns you by saying '*going, going, gone*'. Never delay until the last second with your bid – you may lose it.

Remember, there may be 300+ people in the room and unless your bid is clear the auctioneer may not see you.

### On The Fall Of The Hammer

If you are the successful bidder, a member of the auction team will approach you and ask you to follow them to the sales room. You will be asked to provide a reservation fee or deposit. We will then prepare the acknowledgement of reservation form for you to sign using the details provided. Exchange will usually take place within 56 days under the supervision of your solicitor upon receipt of Draft Contract. Please do not leave the auction room without paying your deposit or reservation fee and signing the relevant paperwork.

### If The Lot You Want Is Unsold

If a lot fails to reach its reserve in the room and you wish to buy it, ensure you register your highest bid with us before you leave the room. We will contact the vendor and ask them for their instructions and contact you if we think that a sale after the auction is negotiable. Alternatively, call us in the office after the sale.

### Bidding Prior to the Auction

Any bid or registration of interest must be presented to the vendor in real time which may lead to a property being sold prior to the auction event. Buyers are urged to register their interest early to avoid any disappointment. If you require any assistance with finance or conveyancing then speak to a member of the auction team who will be happy to provide quotes from our specialist panel.

# OUR METHODS OF AUCTION

## Modern Method of Auction

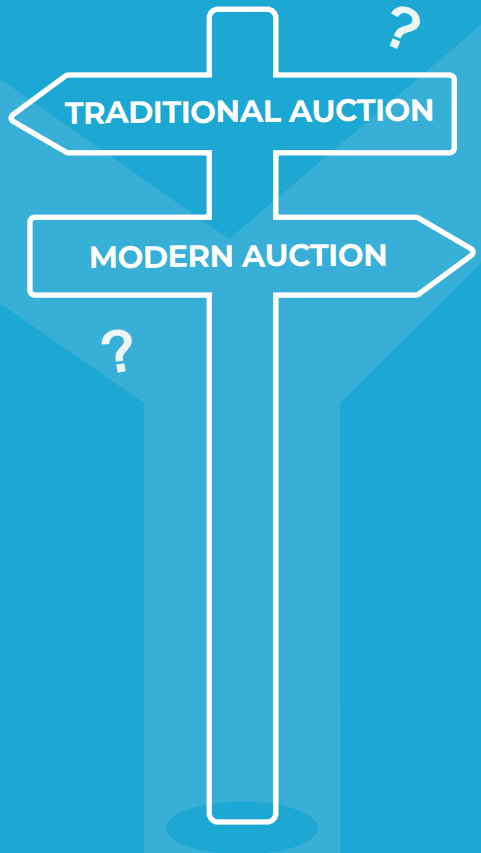
The Modern Method of Auction is different to traditional auction procedures in the UK, in that it is **conditional**. This means that the sale is not legally binding once a bid is accepted. The successful bidder is required to pay a Buyers Reservation Fee/Deposit and sign a Reservation Agreement. The property is then reserved to the buyer. The buyer and seller are then required to unconditionally exchange contracts and complete the transaction within 56 days.

## Traditional Method of Auction

This is an **Unconditional Auction** where on acceptance of an offer or on the fall of the hammer the buyer will pay up to a 10% deposit and exchange of contracts is immediate. Both parties are then legally bound to buy and sell. Traditional Auctions are mainly used by the investment market for properties that attract significant interest from professional investors. The residential sector can find it harder to buy through a traditional auction because there is a limited amount of time to put finance in place, meaning many purchases through a traditional auction are cash based.

## The Verdict

Whilst the Traditional Auction is useful for disposing of investment stock to the investment market quickly and efficiently, the residential market requires more than this. The Modern Method offers the ability to maximise the level of interest from a broad range of buyers, in turn creating the best sales price in the current market but still benefiting from the security of a non refundable reservation fee or deposit and a fixed date to move and sell.



## PROOF OF IDENTIFICATION

All successful bidders must provide Proof of Identity and Proof of Address in order for us to comply with money laundering regulations.

**Original documents must be provided. Photocopies are not accepted.**

**Important notice!**  
You must supply at least one document from **each list** below to proceed with the sale.\*

### Proof of Identity Tick List

- ☒ Current Signed Passport
- ☒ Current Full UK/EU Photo Card Driving Licence\*\*
- ☒ Current full UK Driving Licence\*\* (old style)\*\* (Provisional licenses not accepted).
- ☒ Resident permit issued by the Home Office to EU Nationals.
- ☒ Inland Revenue Tax Notification.

### Proof of Address Tick List

- ☒ Current full UK Driving Licence\*\* (Provisional licenses not accepted).
- ☒ A utility bill issued in the last three months (Not a mobile phone bill)
- ☒ Local Authority tax bill (Current year)
- ☒ Bank / Building Society / Credit Union statement containing current address.
- ☒ Most recent original mortgage statement from a UK lender.

## DEPOSITS / RESERVATION FEES

Deposits and /or fees will be accepted by one of the following methods: Banker's Draft, Debit / Credit Cards.  
**NO CASH OR CHEQUES WILL BE ACCEPTED**

\*We reserve the right to conduct a soft imprint online identification search on any successful buyer.

\*\*Current full UK/EU driving license cannot be used to prove both ID and address. This document can only identify ID or address.

## GLOSSARY OF COMMON AUCTION TERMS

### Addendum

This is the document published on the day of the auction containing all changes and additions to the details within the catalogue. It is important that you read this document before bidding to see if there is anything significant listed against your lot. We will be compiling these amendments right up until the auction day. The most up to date copy is always available from our Auction Department. The Addendum forms part of the contract of sale.

### Reserve Price

This is the minimum price that is acceptable to the vendor for selling their lot in the auction. We do not publish Reserve Prices; this figure is a private agreement between the vendor and the auctioneer, however as a guide the Reserve is generally around 10% in excess of the Starting Bid. Both the Starting Bid and Reserve can be subject to change.

### Reservation Fee

Unless otherwise stated, each property is sold subject to a Reservation Fee of **4.2% including VAT subject to a minimum of £6,000 including VAT**. If you are interested in a particular lot please speak to a member of the team before you bid and

clearly read the Terms & Conditions attached to the property. Please note that the **Reservation Fee is in addition to the final negotiated selling price**, and is paid on a non-refundable basis. It is held as a reservation against the subject property until exchange of contracts take place. If the sale falls through due to the vendor breaching the terms of the agreement the Reservation Fee or deposit becomes repayable to the buyer in full.

### Reservation Deposit

Under this method of sale the buyer will be required to pay a Reservation Deposit. The Reservation Deposit is calculated against the final negotiated selling price at the equivalent of **4.2% including VAT subject to a minimum of £6,000 including VAT**. The deposit is taken as a part payment of the final negotiated selling price and will be deducted from the balance of the final selling price upon completion of contracts. The deposit is taken on a non-refundable basis. The deposit is held as a reservation against the subject property. If the sale falls through due to an act or action of the vendor, the deposit becomes repayable to the buyer in full.



## Exchange of Contracts

The buyer will sign the contract for sale and send it to the seller, who also signs it. This is the point at which both parties are legally obliged to complete the transaction, and usually aim to take place 28 days after the buyer's solicitor is in receipt of draft contracts. At this point there is a legal obligation for the purchaser to buy and the vendor to sell.

## Completion of Contracts

This is when the purchase becomes final.

The purchase price is paid in full by the buyer's conveyancer and received by the seller's conveyancer. The seller must move out of the property on this date and release the keys to the buyer.

## Special Conditions Of Sale

In addition to these 'general' conditions applicable to each lot the vendor's solicitor may draft additional terms applicable to their individual lot – these are the Special Conditions.

These are not printed in the catalogue and are available for free from the Auction Department if applicable. They form part of the Contract of Sale. It is important that you satisfy all of your legal enquiries and are aware of all conditions (including any Addendum) before you bid at auction.

## Energy Performance Certificate (EPCs)

EPCs contain information on your home's energy use and typical energy costs, with recommendations on how to reduce energy use and save money.

## Auction Catalogue

Details of the property and land to be sold are set out in this catalogue. All lots are sold subject to Special Conditions of Sale. It is important that prospective purchasers satisfy themselves as to the location, boundaries, condition and state of the lots before the auction.

## Starting Bids

These are prices published for each property and are the level at which the bidding will commence. They are for guidance only and are not Reserve Prices. They may occasionally change during the marketing period. Each Starting Bid has a corresponding Reserve Price that is usually in excess of the starting price.

## Insurance

Unless indicated to the contrary, the seller will continue to be responsible for insuring the property **until completion**.

## Viewing

Due to the nature and condition of auction properties, we highlight the potential risk that viewing such properties carries and advise all to proceed with caution and take

## Disclaimer

Particulars within this catalogue are believed to be correct but their accuracy is not guaranteed. Information relating to rating matters has been obtained by verbal enquiry only. Prospective purchasers are advised to make their own enquiries of the appropriate authority. All measurements, areas and distances are approximate only. Potential purchasers are advised to check them.

necessary actions to ensure their own safety whilst viewing any lot in this catalogue. Viewings are conducted entirely at your own risk, these properties are not owned or controlled by the Auction Department and we cannot be held liable for loss or injury caused while viewing or accessing any lot. Due to the nature of some auction properties, electricity may not be turned on therefore viewing times are restricted.

## The Legal Aspect

The legal aspect of buying at auction is a contractual commitment. Before making an offer prior to auction or bidding at the auction it is advisable to consult a solicitor regarding the General and Special Conditions of Sale, the Local Authority Search and other legal documentation.

## Pre Auction Offers

If a property has been entered to a live auction room at one of our regional auctions the online bidding facility is disabled. If you wish to place a pre auction offer you will need to speak with a member of the Auction Team who will explain the process to you. The vendor can consider offers prior to the live auction, but this is at their discretion to do so. The auctioneers or vendors cannot be held responsible for costs incurred in respect of any lot which is withdrawn or sold prior to auction.

## Buyer Information Pack

A Buyer Information Pack is a range of legal documents prepared before the property is sold via auction. This gives the buyer a chance to view the legal aspects of the property before purchasing.

The pack includes: Property Information forms, Fixture and Fittings forms, official Land Registry Documents, Title Plan, Local Search and Water and Drainage Search, leasehold documents if applicable and auction Terms and Conditions.

**The successful purchaser will be required to pay £220 including VAT for the preparation of the Buyer Information Pack.**

Once the property is sold, the pack will be forwarded to the solicitors involved to ensure a speedy exchange and completion.

If you have any queries or further questions regarding the information in this catalogue, don't hesitate to speak to a member of our auction team who will be able to offer you sound advice. You can contact us by telephone, email or alternatively visit our website:  
**[www.westmidlandspropertyauction.co.uk](http://www.westmidlandspropertyauction.co.uk)**

[illegible]



## LOT 1

**Starting Bid: £30,000**

**39 Mulgrave Street  
Scunthorpe  
Lincolnshire  
DN15 6DH**



- End Terraced House
- 3 Bedrooms
- 2 Reception Rooms
- 1 Bathroom
- Ideal Investment
- Close to Amenities
- EPC: E
- Tenure: Freehold



**Scunthorpe: 01724 868 168**

## LOT 2

**Starting Bid: £125,000**

**19 High Street  
Messingham, Scunthorpe  
North Lincolnshire  
DN17 3RX**



- Semi Detached Cottage
- 2 Bedrooms
- 1 Reception Room
- 1 Bathroom
- Detached Annex
- Garden
- EPC: C
- Tenure: Freehold



**Scunthorpe: 01724 282 868**

## LOT 3

**Starting Bid: £50,000**

**11 Vicarage Road  
Willoughton, Gainsborough  
Lincolnshire  
DN21 5SA**



- End Terraced House
- 2 Bedrooms
- 1 Reception Room
- 1 Bathroom
- No Chain
- Garden
- EPC: G
- Tenure: Freehold



**Brigg: 01652 651 777**

## LOT 4

### Starting Bid: £15,000

17 Helston Walk  
Scunthorpe  
North Lincolnshire  
DN17 1UD



- Flat
- 1 Bedroom
- 1 Reception Room
- 1 Bathroom
- Double Glazing
- Central Heating
- EPC: D
- Tenure: Leasehold



Scunthorpe: 01724 868 168

## LOT 5

### Starting Bid: £110,000

4 Cemetery Road  
Winterton, Scunthorpe  
North Lincolnshire  
DN15 9UH



- Detached Bungalow
- 2 Bedrooms
- 1 Reception Room
- 1 Bathroom
- Driveway & Garage
- Rear Garden
- EPC: D
- Tenure: Freehold



Grimsby: 01472 358 671

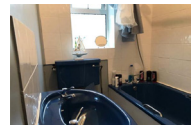
## LOT 6

### Starting Bid: £50,000

146 Park Street  
Grimsby  
Lincolnshire  
DN32 7NS



- Terraced House
- 3 Bedrooms
- 2 Reception Rooms
- 1 Bathroom
- Rear Garden
- Local Amenities
- EPC: C
- Tenure: Freehold



Grimsby: 01472 358 671

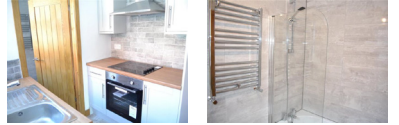
## LOT 7

**Starting Bid: £80,000**

**36 Chapel Lane  
Barton-upon-humber  
Lincolnshire  
DN18 5PJ**



- Terraced House
- 3 Bedrooms
- 1 Reception Room
- 1 Bathroom
- Local Amenities
- Gardens
- EPC: D
- Tenure: Freehold



**Barton: 01652 661 166**

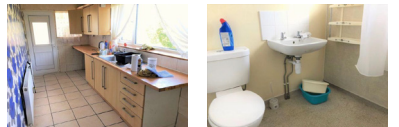
## LOT 8

**Starting Bid: £75,000**

**7 Peacock Street  
Scunthorpe  
North Lincolnshire  
DN17 2DY**



- Semi Detached House
- 3 Bedrooms
- 1 Reception Room
- 1 Bathroom
- Off Street Parking
- Detached Garage
- EPC: D
- Tenure: Freehold



**Scunthorpe: 01724 282 868**

## LOT 9

**Starting Bid: £125,000**

**Keranna, West Street  
North Kelsey, Market Rasen  
Lincolnshire  
LN7 6EL**



- Other
- 4 Bedrooms
- 3 Reception Rooms
- 1 Bathroom
- Driveway
- Garage
- Tenure: Freehold



**Brigg: 01652 653 666**

## LOT 10

### Starting Bid: £100,000



4 Mere Farm Cottages  
Winterton Road, Winterringham,  
Scunthorpe  
North Lincolnshire  
DN15 9PQ

- Semi Detached House
- 3 Bedrooms
- 1 Reception Room
- 1 Bathroom
- Off Street Parking
- Countryside Views
- Tenure: Freehold

Scunthorpe: 01724 282 868



## LOT 11

### Starting Bid: £90,000



167 Fairmont Road  
Grimsby  
North East Lincolnshire  
DN32 8DU

- Semi Detached House
- 3 Bedrooms
- 2 Reception Rooms
- 1 Bathroom
- No Chain
- Garden
- EPC: E
- Tenure: Freehold

Grimsby: 01472 264 960



## LOT 12

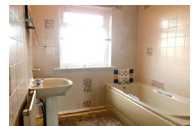
### Starting Bid: £90,000



226-228 Yarborough Road  
Grimsby  
Lincolnshire  
DN34 4EX

- Apartment
- 4 Bedrooms
- 1 Reception Room
- 1 Bathroom
- No Chain
- Local Amenities
- EPC: E
- Tenure: Freehold

Grimsby: 01472 358 671





## LOT 13

**Starting Bid: £40,000**

**31 James Street  
Grimsby  
Lincolnshire  
DN31 2JD**



- Terraced House
- 3 Bedrooms
- 2 Reception Rooms
- 1 Bathroom
- No Chain
- Close to Amenities
- EPC: D
- Tenure: Freehold

**Grimsby: 01472 241735**



## LOT 14

**Starting Bid: £130,000**

**90 Barrow Road  
Barton-upon-humber  
North Lincolnshire  
DN18 6EY**



- Detached Bungalow
- 3 Bedrooms
- 1 Reception Room
- 1 Bathroom
- Drive & Garage
- Garden
- EPC: C
- Tenure: TBC

**Barton: 01652 661 166**



## LOT 15

**Starting Bid: £65,000**

**74 Churchill Avenue  
Brigg  
North Lincolnshire  
DN20 8DZ**



- Semi Detached House
- 1 Bedroom
- 1 Reception Room
- 1 Bathroom
- No Chain
- Off Road Parking
- EPC: E
- Tenure: Freehold

**Brigg: 01652 653 666**



## LOT 16

### Starting Bid: £250,000

16 Radcliffe Road  
Healing, Grimsby  
North East Lincolnshire  
DN41 7NH



- Detached Bungalow
- 3 Bedrooms
- 2 Reception Rooms
- 1 Bathroom
- Very Large Plot
- Private Driveway
- Tenure: Freehold



Cleethorpes: 01472 200666

## LOT 17

### Starting Bid: £120,000

Station House, Woold Lane  
Great Coates, Grimsby  
North East Lincolnshire  
DN37 9NH



- Period
- 4 Bedrooms
- 5 Reception Rooms
- 1 Bathroom
- Historic Building
- Rear Garden
- EPC: E
- Tenure: Freehold



Grimsby: 01472 358 671

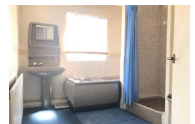
## LOT 18

### Starting Bid: £90,000

Bellmont, Station Road  
North Thoresby  
North Lincolnshire  
DN36 5QP



- End Terraced House
- 2 Bedrooms
- 1 Reception Room
- 1 Bathroom
- Gardens
- Off Road Parking
- Tenure: TBC



Grimsby: 01472 358 671

## NOTES

**North Lincolnshire**  
Property Auction



## NOTES

**North Lincolnshire**  
Property Auction

**Can't see  
anything  
you like?**



If you're not quite sure what type of property you're looking for, why not check out our variety of auction properties available online.

Properties are priced to sell from motivated sellers looking for a swift transaction.

**For more auction benefits**

**tel** 0345 646 0302

**visit** [www.iamsold.co.uk](http://www.iamsold.co.uk)



**iamsold**

## NOTES

**North Lincolnshire**  
Property Auction

# TERMS & CONDITIONS

## Telephone or Proxy Bidding

1. A prospective buyer wishing to make a telephone or proxy bid (a "Bidder") must complete, sign and date the form within this catalogue.

Separate forms must be completed for each lot on which a bid is to be placed.

2. The form must be delivered to The Auction Department, 6th Floor Arden House, Regent Centre, Gosforth, Newcastle upon Tyne, NE3 3LU

3. In the case of a telephone bid a member of the Auctioneers' staff will attempt to contact the Bidder by telephone before the lot in question is offered for sale. If contact is made the Bidder may compete in the bidding through the Auctioneers' staff. However if telephone contact cannot be made or the connection is lost the Bidder hereby authorises the Auctioneers and their staff to bid on their behalf up to their maximum authorised bid for the lot in question.

4. If the Bidder is successful the Bidder

hereby authorises the Auctioneers to sign the Memorandum of Agreement on their behalf.

5. If the Bidder wishes to withdraw or alter his instructions or to attend the Auction to bid it is their responsibility to notify the Auctioneers in writing before the Auction.

6. The Auctioneers shall not be liable for any failure to bid due to inadequate or unclear instructions being received or for any other reason. The Auctioneers have absolute discretion as to whether or not and in what manner to bid.

7. The Bidder is deemed to have full knowledge of the General and Special Conditions of Sale and the Notice to All Prospective Buyers herein. The Bidder is also deemed to have full knowledge of any addendum produced by the Auctioneers at or prior to the Auction. The Bidder is therefore advised to check whether any relevant addendum has or will be produced but the Auctioneers will not be liable to the Bidder if he fails to so check.

# MODERN METHOD OF AUCTION TERMS & CONDITIONS

## Reservation Fee

These conditions govern the conduct of "conditional" or "modern method" auctions operated by IAM Sold Limited (Company or Auctioneer or us/we/our). All properties sold by auction using the Company website or by a physical auction which are expressed to be either a "conditional" or "modern method" auction are governed by these conditions.

*A non-refundable reservation fee of 4.2% including VAT, subject to a minimum of £6,000 including VAT must be paid by the buyer immediately following the conclusion of the auction or acceptance of an offer. This must be paid by cleared funds to the Auctioneer who will issue an Acknowledgement of Reservation.*

## Introduction

These conditions have three main sections.

### 1. Glossary

This gives special meanings to some words used in the rest of the conditions.

### 2. The conduct of the auction

This section regulates the conduct of the auction. If you bid for a property which is offered for sale by conditional auction you do so on the basis that you accept them.

### 3. Conditions of reservation

If you win a conditional auction for a property you must sign a reservation form under which you agree to be

bound by the conditions of reservation relevant to that property. **The conditions are legally binding.**

## Important notice

**A prudent buyer will, before bidding for a property:**

- Take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant.
- Read the conditions.
- Inspect the Buyer Information Pack for the relevant property.
- Have finance available for the deposit and purchase price.

**In addition, before buying a property a prudent buyer will:**

- Carry out usual searches and make usual enquiries.
- Consider with the chosen mortgage provider that the property would be deemed suitable for mortgage lending purposes.
- Check the content of all available leases and other documents relating to the property.
- Check that what is said about the property in the Buyer Information Pack is accurate.
- 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 property 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 type appear they have the specified meanings.

### **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 us.

**Auction** - The auction advertised as online or in the catalogue (as applicable).

### **Auction conduct conditions**

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

**Auctioneers** - The auctioneers of the auction.

### **Buyer Information Pack** - The

pack of documents relating to a property which is advertised online for conditional 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 property 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** - Any catalogue to which the conditions refer including any supplement to it.

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

**Conditional auction** - A conditional or "modern method" of auction as described in these conditions.

**Contract** - The contract by which the seller agrees to sell, and the Buyer agrees to buy the property.

**Online** - On our website or, where applicable, one of our accredited partner's websites.

**Property** - Each separate property described in the catalogue or as the case may be online.

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

**Reservation Deposit** - A non-refundable deposit paid by the buyer to us to reserve a property.

This deposit is used by the seller to pay our fees for conducting the conditional auction.

**Reservation Fee** - A non-refundable fee paid by the buyer to us to reserve a property. This is in payment of our fees for conducting the conditional auction.

**Reservation Form** - The form of contract which is to be signed by a buyer and by us (on behalf of the seller) reserving the property for sale by the seller to the buyer as further described in the conditions of reservation.

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

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

**You (and your)** - Someone who bids on an auction, whether or not a buyer.

## A1 AUCTION CONDUCT CONDITIONS

### **A1 Introduction**

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

A1.2 Where a property is advertised for auction:

(a) online, you have been given access to that auction only on the basis that you accept these auction conduct conditions;

(b) in a catalogue, you are only issued that catalogue on the basis that you accept these auction conduct conditions, which govern our relationship with you and cannot be disappur or varied by the sale conditions (even by a condition purporting to replace the whole of the Conditional 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 (as applicable) from information supplied by or on behalf of each seller;
- (b) offer each property for sale by conditional auction; Page 1 of 3 V3.3
- (c) receive and hold reservation deposits (if applicable);
- (d) receive reservation fees (if applicable);
- (e) sign each reservation form on behalf of each seller; and
- (f) treat a reservation form as repudiated if the buyer fails to sign that reservation form or pay a reservation fee or reservation deposit (as applicable).

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

A2.3 We may cancel the conditional auction, or change

the way in which a property is offered for sale. We may also combine or divide properties. A property may be sold or withdrawn from sale prior to the conditional 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 All bids made online must comply with the terms and conditions which apply to use of our website or to the use of our partner's websites (as applicable).

A3.4 If there is a dispute over bidding we are entitled to resolve it, and our decision is final.

A3.5 Unless stated otherwise each property is subject to a reserve price (which may be fixed just before the property is offered for sale). If no bid equals or exceeds that reserve price the property will be withdrawn from the conditional auction.

A3.6 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.

A3.7 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 Buyer Information Pack and other information

A4.1 We have taken reasonable care to describe each property (either online or in a catalogue). The description of a property is based on information supplied by or on behalf of the seller. You need to check that the information is correct.

A4.2 The description of a property and the Buyer Information Pack may change prior to the conditional auction and it is your responsibility to check that you have the correct versions.

A4.3 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 reservation agreement

A5.1 A successful bid is one we accept as such (normally on the fall of the hammer or close of an auction online). This condition A5 applies to you if you make the successful bid for a property.

A5.2 You are required to enter into a reservation agreement which obliges you to proceed to purchase the property at the price you bid plus VAT (if applicable).

A5.3 You must:

- (a) provide all information we reasonably need from you to enable us to complete the reservation form (including proof of your identity and address if required by us);
- (b) sign the completed reservation form; and
- (c) pay the reservation fee or reservation deposit (as required by the reservation form).

A5.4 If you do not we may either:

- (a) as agent for the seller treat that failure as your repudiation of the reservation form and offer the property for sale again. The seller may then have a claim against you for breach of contract; or

- (b) sign the reservation form on your behalf.

A5.5 Where a reservation deposit is paid, that reservation deposit:

- (a) is to be held by us as agent for the seller, but otherwise is to be held as stated in the reservation conditions; and
- (b) must be paid in pounds sterling either by credit/debit card or by way of a bank transfer made payable to us from an approved financial institution. Please note, we are not able to accept payments made in cash or accept Bank Transfers where the deposit for the transfer was paid in cash.

A5.6 We may retain the reservation form signed by or on behalf of the seller until the reservation deposit or reservation fee (as applicable) has been received in cleared funds.

A5.7 If you do not comply with your obligations under the reservation form then you are personally liable to comply with the obligations under the reservation form even if you are acting as an agent for the buyer.

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

## RESERVATION CONDITIONS

### R1 Introduction

R1.1 Words in bold type have specified meanings, which are defined in the Glossary.

R1.2 Where you win a conditional auction for a property you must sign a reservation form, which is a legally binding contract between the buyer and seller reserving the property for purchase by the buyer within 2 hours of the winning bid being accepted and the auction ending.

R1.3 These reservation conditions summarise the terms of the reservation form.

### R2 Payment of reservation fee

R2.1 This condition applies where a reservation fee must be paid by you on winning a conditional auction for a property. Payment is to be made within 2 hours of the winning bid being accepted and the auction ending.

R2.2 Conditional upon payment of the reservation fee and you signing the reservation form, the property shall be reserved to the buyer for the reservation period stated in that reservation form, this is the period in which time the buyer is to exchange contracts to purchase the property.

### R3 Payment of reservation deposit

R3.1 This condition applies where a reservation deposit must be paid by you on winning a conditional auction for a property. Payment is to be made within 2 hours of the winning bid being accepted and the auction ending.

R3.2 The reservation deposit is to be held by us and, following formal exchange of contracts for the sale and purchase of the property, transferred to the seller's solicitors as part payment of the purchase price under the contract for the purchase of the property.

### R4 Seller's obligations

R4.1 On the reservation form being signed and either res-

ervation fee or reservation deposit being paid, the seller will grant to the buyer a period of exclusivity.

R4.2 During the exclusivity period the seller agrees:

- (a) he or she has instructed us not to agree another reservation of the property;
- (b) not to encumber or deal with the title to the property;
- (c) not to send, instruct or allow anyone else to send any contract for sale of the property to anyone other than the buyer's solicitors;
- (d) to give such access to the property as may be reasonably required by any surveyor or valuer appointed by the buyer;
- (e) not to give access to any other person to view the property nor negotiate with anyone other than the buyer any terms for the sale of the property;
- (f) to use all reasonable endeavours to proceed to a formal exchange of contracts within the exclusivity period;
- (g) to supply all documentation, information and authority to enable the seller's solicitors to draft and negotiate the sale and purchase contract and do all work necessary to enable contracts for sale of the Property to be exchanged and completed within the exclusivity period;
- (h) to immediately instruct the seller's solicitors to issue a contract for the sale of the property to the buyer's solicitors and to do all other work required to enable contracts for the sale of the property to be exchanged within the exclusivity period.

R4.3 The seller may (but shall not be obliged to) grant an extension of the exclusivity period stated in the reservation form. Any such extension shall be confirmed in writing.

## **R5 Buyer's obligations**

R5.1 The buyer agrees:

- (a) to proceed to a formal exchange of contracts and completion within the exclusivity period;
- (b) to immediately instruct the Buyer's solicitors to investigate title to the Property, negotiate the draft contract for the purchase of the Property, raise enquiries of the Seller and any third parties about the Property and do any other work required to enable contracts for the purchase of the Property to be exchanged and for completion to take place, within the exclusivity period;
- (c) to promptly:
  - (i) if the buyer intends to use a loan in connection with the purchase of the property, the buyer shall apply to the relevant lender and complete all necessary documentation and do all such things as such lender may require to process the buyer's application as soon as possible including the payment of any application fees;
  - (ii) if the buyer or the buyer's mortgagee or lender requires that the property is surveyed and/or valued, the buyer will use all reasonable endeavours to arrange for the survey and/or valuation to take place at the property as soon as reasonably practicable including the payment of any valuation fee;
  - (iii) keep the auctioneer and the seller's solicitors advised of progress with the application for the loan;
- (d) Within 5 working days of receiving draft contracts from the seller's solicitor, the buyer must ensure that their nominated solicitor has raised initial enquiries in relation to the draft contract, in writing with the seller's solicitor. If this has not been undertaken, the seller reserves the absolute right to re-offer the property for sale free of any obligation to the buyer. In this event the Reservation Fee is deemed non-refundable.

- (e) the date of completion shall be specified in the contract exchanged for the purchase of the Property, but such date shall be no later than 56 days from the date the draft contract was received by the Buyer's solicitor;
- (f) the buyer shall pay to the auctioneer the cost of the preparation of the Buyer Information Pack relating to the property;
- (g) buyer has received the Buyer Information Pack (if applicable) and is ready willing and able to proceed with the purchase of the property;
- (h) the buyer agrees that if contracts for the purchase of the property have not been legally and unconditionally exchanged within the exclusivity period the seller has the absolute right to re-offer the property for sale free of any obligation to the buyer.

## **R6 Termination of reservation**

R6.1 The reservation form shall not be capable of termination by the seller or buyer during the exclusivity period except as specified below.

R6.2 On the expiry of the exclusivity period specified in the reservation form (or the expiry of any extension granted by the Seller in writing) if the Buyer has not completed the purchase of the Property, the reservation of the Property shall terminate at the discretion of the auctioneer.

R6.3 The seller may terminate the reservation of the property with written notice to the buyer if the buyer is in breach of the buyer's obligations set out above.

## **R7 Binding obligations**

R7.1 These conditions of reservation must be read in conjunction with the reservation form applicable to a particular property. Where there is any conflict or inconsistency between these conditions and the provisions of an individual reservation form, the relevant provisions of the reservation form shall apply.

R7.2 As these conditions and the reservation form comprises legally binding obligations on you, it is recommended you seek independent legal advice on these conditions and the reservation form before making any bid on a property.

## **R8 Auctioneer**

R8.1 You acknowledge and agree that we act as an agent of the seller and not in our own capacity.

R8.2 Save in the event of fraud or death or personal injury resulting from our negligence, neither the us nor any of our group companies, affiliates, third party service providers, licensors, officers, directors or employees shall have any liability of any nature howsoever arising in relation to these conditions or to any property.



# TRADITIONAL AUCTION TERMS AND CONDITIONS

## Reservation Fee

**General Note:** 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. It is hereby agreed between the parties as follows: The buyer shall pay in addition to the balance of the purchase price and Reservation Fee / Deposit, the cost of the Searches of £200 to include a local authority, water and drainage search. The buyer agrees to make payment for the Searches with the Reservation Fee / Deposit at the point of agreeing the purchase of the subject property.

## G1. The lot

These conditions have three main sections.

**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 and 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 way leaves;
- (f) outgoing and other liabilities;
- (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
- (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the buyer has made them; and
- (i) anything the seller does not and could not reasonably know about.

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

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

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

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

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

- (a) the documents, whether or not the buyer has read them;

and

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

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

## G2. Deposit

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

- (a) any minimum deposit stated in the auction conduct conditions (or the total price, if this is less than that minimum); and

- (b) 10% of the price (exclusive of any VAT on the price).

**G2.2** The deposit

(a) must be paid in pounds sterling by cheque or banker's draft drawn on an approved financial institution (or by any other means of payment that the auctioneers may accept); and

(b) is to be held as stakeholder unless the auction conduct conditions provide that it is to be held as agent for the seller.

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

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

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

## G3. Between contract and completion

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

- (a) produce to the buyer on request all relevant insurance details;
  - (b) pay the premiums when due;
  - (c) if the buyer so requests, and pays any additional premium, use reasonable endeavors to increase the sum insured or make other changes to the policy;
  - (d) at the request of the buyer use reasonable endeavors to have the buyer's interest noted on the policy if it does not cover a contracting purchaser;
  - (e) unless otherwise agreed, cancel the insurance at completion, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the buyer; and
  - (f) (subject to the rights of any tenant or other third party) hold on trust for the buyer any insurance payments that the seller receives in respect of loss or damage arising after the contract date or assign to the buyer the benefit of any claim; and the buyer must on completion reimburse to the seller the cost of that insurance (to the extent not already paid by the buyer or a tenant or other third party) for the period from and including the contract date to completion.
- G3.2** No damage to or destruction of the lot nor any deterioration in its condition, however caused, entitles the buyer to any reduction in price, or to delay completion, or to refuse to complete.

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

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

#### **G4. Title and identity**

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

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

(a) The buyer may raise no requisition on or objection to any of the documents that is made available before the auction.

(b) If the lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.

(c) If the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or an examined copy of every relevant document.

(d) If title is in the course of registration, title is to consist of certified copies of:

(i) the application for registration of title made to the land registry;

(ii) the documents accompanying that application;

(iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and

(iv) a letter under which the seller or its conveyancer agrees to use all reasonable endeavors to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the buyer.

(e) The buyer has no right to object to or make requisitions on any title information more than seven business days after that information has been given to the buyer.

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

(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the buyer; and

(b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the lot where the lot is leasehold property.

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

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

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

registration of the transaction to which the conditions apply.

#### **G5. Transfer**

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

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

(b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer.

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

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

#### **G6. Completion**

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

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

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

(a) direct transfer to the seller's conveyancer's client account; and

(b) the release of any deposit held by a stakeholder.

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

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

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

#### **G7. Notice to complete**

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

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

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

(a) terminate the contract;

(b) claim the deposit and any interest on it if held by a stakeholder;

(c) forfeit the deposit and any interest on it;

(d) resell the lot; and

(e) claim damages from the buyer.

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

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

### **G8. If the contract is brought to an end**

If the contract is lawfully brought to an end:

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

### **G9. Landlord's licence**

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

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

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

**G9.4** The seller must:

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

**G9.5** The buyer must:

- (a) promptly provide references and other relevant information; and
- (b) comply with the landlord's lawful requirements. **G9.6** If within three months of the contract date (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition G9) by notice to the other terminate the contract at any time before license is obtained. That termination is without prejudice to the claims of either seller or buyer for breach of this condition G9.

### **G10. Interest and apportionments**

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

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

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

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

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

- (a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;

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

### **G11. Arrears**

#### **Part 1 Current rent**

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

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

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

#### **Part 2 Buyer to pay for arrears**

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

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

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

#### **Part 3 Buyer not to pay for arrears**

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

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

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

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

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

## G12. Management

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

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

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

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

## G13. Rent deposits

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

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

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

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

## G14. VAT

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

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

## G15. Transfer as a going concern

**G15.1** Where the special conditions so state:

- (a) the seller and the buyer intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
- (b) this condition G15 applies. **G15.2** The seller confirms that the seller:

  - (a) is registered for VAT, either in the seller's name or as a member of the same VAT group; and
  - (b) has (unless the sale is a standard-rated supply) made in relation to the lot a VAT option that remains valid and will

not be revoked before completion.

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

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

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

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

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

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

**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 rel-

evant 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 endeavors 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 (ar-rears) 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:

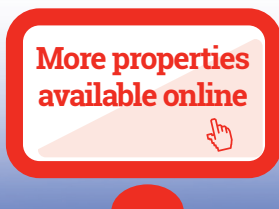
- (a) the seller must pay it (including any interest earned on it) to the buyer on completion; and
- (b) the buyer must covenant with the seller to hold it in accordance with the terms of the tenancies and to indemnify the seller if it does not do so.

### **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



#### BARTON

12a George Street  
Barton DN18 5ES  
TEL: 01652 661166

barton@ddmresidential.co.uk

#### BRIGG

72 Wrawby Street  
Brigg DN20 8JE  
TEL: 01652 653666

brigg@ddmresidential.co.uk

#### GAINSBOROUGH

9 Church Street  
Gainsborough DN21 2JJ  
TEL: 01427 616161

gainsborough@ddmresidential.co.uk

#### GRIMSBY

23 Osborne Street  
Grimsby DN31 1EY  
TEL: 01472 358671

grimsby@ddmresidential.co.uk

#### SCUNTHORPE

46 Oswald Road  
Scunthorpe DN15 7PQ  
TEL: 01724 868168

scunthorpe@ddmresidential.co.uk

#### LETTING CENTRE

46 Oswald Road  
Scunthorpe DN15 7PQ  
TEL: 01724 870 870

letting@ddmlettings.co.uk

#### MORTGAGE CENTRE

2 Wardall Street  
Cleethorpes DN35 8HA  
TEL: 01472 360094

enquiry@ddmfinancial.co.uk



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