

Thursday
21st April 2011

Property Auction Catalogue

Feather Smailes Scales

Property Auctioneers Estate Agents Residential Lettings Commercial Agency Surveyors

Collective Auction Sale – Thursday 21st April 2011

Sale Commences at 3.00pm

at The Pavilions of Harrogate
The Great Yorkshire Showground
Wetherby Road, Harrogate HG2 8PW



8 Raglan Street, Harrogate, North Yorkshire HG1 1LE
phone: 01423 501 211 fax: 01423 500 215
e-mail: info@fss4property.co.uk web: www.fssproperty.co.uk

Information

About Us

Here at **Feather Smailes Scales**, we offer a different approach to property. Our friendly, experienced team is dedicated to providing you with the very best service, whether you are looking to buy, sell or rent residential and commercial property in Harrogate and the outlying district.

We offer a truly comprehensive portfolio of property services, giving us a depth of knowledge and experience which is hard to beat. From auctions and professional valuations, residential and commercial sales, to lettings, management and development advice, our professionalism and impressive track record mean that we have become the local, independent 'estate agent of choice' for property buyers and sellers.

Founded in 1994, we are situated in the heart of Harrogate town centre, and our 20+ strong experienced and professionally qualified team is led by our three partners, Charles Smailes, Michael Hare and Simon Croft.

Straight talking, innovative, and totally committed to delivering results, our expertise and 'different approach' keeps us ahead of the game. For the latest example of how we do that, take a look at our back page now to see the exciting new service we are offering in our Residential Sales department.

We hope you have a successful day at the auction...and if you would like to talk to one of our team, please contact us on 01423 534 183 or email us at auctions@fss4property.co.uk for further information. We will be happy to help!

Directions

Pavilions of Harrogate is ideally situated on the outskirts of Harrogate approximately 2 miles from the town centre.

Approaching from the south - turn off the A1 at the A59 Junction and follow the signs for Harrogate via the southern bypass, turning into Wetherby Road. Filter left at the Sainsbury's traffic lights into Railway Road and follow the signs for Pavilions of Harrogate.

Approaching from the north or east - turn off the A1 onto the A59 York/Knaresborough road in the direction of Knaresborough. Go straight over the first roundabout, at the second roundabout take the A658 Bradford/Harrogate exit, straight across the third roundabout and turn right at the fourth roundabout onto the A661. Turn left at the traffic lights at Sainsbury's into Railway Road and follow the signs for Pavilions of Harrogate.

Approaching from Leeds on the A61, Bradford or Leeds/Bradford Airport on the A658 - at the first roundabout follow signs for York/A1 along the bypass on the A658. At the second roundabout take the A661 Harrogate exit and turn left at the traffic lights at Sainsbury's into Railway Road and follow the signs for Pavilions of Harrogate.



Charles R R Smailes
PPF NAEA(Hon) FICBA FNAVA



Michael D Hare
BSc LL.M FRICS FNAEA FICBA



Simon C Croft
MNAEA FNAVA



Notice to all Prospective Buyers

Prospective Purchasers Wishing to Bid by Telephone or Proxy Please Contact the Auctioneers

Feather Smiles Scales LLP ("the Auctioneers") for themselves and for the vendors of the properties to be offered herein draw the attention of prospective purchasers to the following information:

1. All Lots are subject to the RICS Published General Conditions of Sale (3rd Edition) as printed herein and the Special Conditions of Sale (if any) applicable to each particular Lot. If there is any conflict between the contents of the General Conditions of Sale and the Special Conditions of Sale and the contents of this Notice the Special Conditions of sale shall prevail. Details of the Special Conditions of Sale are available upon enquiry to the solicitors whose name appears against each individual Lot, or the Auctioneers offices one week prior to the sale date or will be available at the time and place of the Auction.
2. No representation or warranty is made in respect of the structure of any of the properties nor in relation to their state of repair. The Auctioneers advise that all prospective purchasers should arrange for a building survey of the property to be undertaken by a professionally qualified person.
3. Prospective purchasers are deemed to have inspected the properties before purchasing and to have made all necessary and appropriate searches and enquiries with all relevant authorities, the vendor and other bodies.
4. Prospective purchasers are asked to make inspection arrangements as indicated in the catalogue. The Auctioneers will make all reasonable endeavours to arrange access to the properties offered. Such access cannot, however, be guaranteed.
5. Whilst every care is taken in the preparation of this catalogue including descriptions, dimensions, location and other plans and photographs, such information is for identification purposes only and is expressly excluded from any contract of sale. Neither the Auctioneers nor any of their employees nor any person appointed by them can be held responsible for any inaccuracies including without limitation measurements, areas and sizes. All photographs and details were prepared at the date of inspection of the property and may not therefore reflect the current state of the property. All property descriptions must be checked against actual legal documentation available for each Lot. All Planning and Building Regulations and Rateable Value statements must be verified with the Local Authority.
6. The Auctioneers and the vendors' solicitors reserve the right to amend the particulars and conditions of sale at any time before the date of the Auction. In the event of there being any additions or amendments an addendum will be issued for the information of purchasers and the addendum will be attached to the sale contract and form part thereof. In the event of any conflict between the addendum and the particulars or the conditions of sale, the addendum shall prevail. Prospective purchasers are deemed to have read and to have full knowledge of the contents of the addendum if any.
7. Bids may be refused at the Auctioneers' discretion. The Auctioneers reserve the right to bid on behalf of the vendor up to the reserve.
8. The Auctioneers reserve the right to amend the order of the sale. The Auctioneers may re-offer a property in separate Lots if the whole of the property is not sold or sell in one Lot properties which are first offered individually.
9. Prospective purchasers intending to attend the Auction to bid are advised to contact the Auctioneers prior to the sale date and time to check whether the particular property has been withdrawn or sold prior and to check at the Auction that there have been no variations to the Special Conditions of Sale in respect of any particular property. Neither the Auctioneers nor the vendors can be held responsible for any losses, damages or abortive costs incurred in respect of Lots which are withdrawn or sold prior and therefore prospective purchasers interested in specific Lots are invited to register that interest with the Auctioneers.
10. Guide prices which are given by the Auctioneers are intended to be an indication only of the price at which the property might sell and are not taken by any prospective purchasers as a valuation. Prospective purchasers are strongly advised to consult their own professional advisers with respect to any sums to be offered at the Auction. The Auctioneers and the vendors accept no responsibility for any loss, damage, costs or expenses incurred as a result of relying on the Auctioneers' guide prices. The Auctioneers are under no obligation to provide any advice to prospective purchasers with respect to rental values of any particular property.
11. No fittings, fixtures, appliances etc have been examined or tested as to their functionality.
12. Unless otherwise provided in the Special Conditions of Sale the price of each Lot is exclusive of any Value Added Tax which may be chargeable thereon.
13. Upon the fall of the Auctioneers' hammer the successful bidder is under a binding contract to purchase the property in accordance with the General and Special Conditions of Sale and the contents of this Notice. The purchaser will then be required to provide his or her name and address together with those of the solicitors acting for the purchaser. Should the purchaser refuse to or incorrectly provide this information the Auctioneers reserve the right to offer the property to the under bidder or alternatively re-offer the Lot by auction and claim any resultant loss against the original bidder.
14. Upon the fall of the hammer the purchaser is required to sign the memorandum of sale as it appears in this catalogue.
15. A separate deposit amounting to 10% of the price (plus Value Added Tax where applicable) is required in respect of each Lot purchased. THE DEPOSIT MUST BE PAID BY BANKERS DRAFT UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE TO PAY BY CHEQUE. PAYMENT BY CREDIT CARD IS NOT ACCEPTABLE.
16. In accordance with the General Conditions of Sale unless varied by any Special Condition the purchaser will not be responsible for insurance of the property until completion.
17. These particulars do not constitute any part of an offer or a contract. None of the statements contained in these particulars as to the properties may be relied on as statements or representations of fact. Prospective purchasers must satisfy themselves on the accuracy of each of the statements contained in these particulars and should take their own legal and professional advice. The vendors do not make or give and neither the Auctioneers nor any of their employees or any person appointed by them has any authority to make or give any representation or warranty in relation to the properties.
18. BUYERS ADMINISTRATION CHARGE. The successful buyer will be required to pay the Auctioneers a Buyers Administration Charge of £350.00 inc. VAT upon exchange of contracts for each property purchased.
19. Whilst every care is taken in the compilation of this catalogue the Auctioneers may not have been able to verify all of the information contained herein. However the details of the properties are believed to be correct at the time of compilation but they may be subject to amendment or alteration up to the time and date of sale.
20. AS AUCTIONEERS WE HAVE A LEGAL RESPONSIBILITY TO VERIFY THE IDENTITY OF BOTH SELLERS AND BUYERS. ANYONE WHO THEREFORE INTENDS TO BID FOR ANY PROPERTY INCLUDED IN THIS SALE WILL BE REQUIRED TO PRODUCE EVIDENCE OF IDENTIFICATION BY PRODUCTION OF AN OFFICIAL DOCUMENT BEARING A PHOTOGRAPH, THEREFORE MODERN DRIVING LICENCE, PASSPORT OR OTHER FORM OF IDENTITY WHEN COMPLETING THE MEMORANDUM OF SALE OR CONTRACT. THIS ALSO APPLIES TO PROSPECTIVE PURCHASERS WISHING TO BID BY TELEPHONE OR PROXY WHO NEED TO PRODUCE THIS INFORMATION WHICH MUST ACCOMPANY THE COMPLETED BIDDERS AUTHORISATION FORM.
21. These particulars are copyright and may not be reproduced without the consent of the Auctioneers.

LOT 1

Guide Price: Circa

£80,000

10 Ambrose Road,
Ripon
HG4 1SH



Description

A traditional brick built semi-detached home which occupies a generous plot. The property is now in need of comprehensive modernisation, though it does have the benefit of full replacement uPVC sealed unit double glazing.

Location

Ambrose Road is situated to the South of the city, still within walking distance of the centre and all of its amenities.

Accommodation

GROUND FLOOR

Entrance Hall

Sitting Room

Kitchen

Bathroom

windows to the front and rear, tiled fire surround and built in cupboards.

built in sink unit, window and half frosted glazed door to the rear, gas cooker point and two large walk-in stores.

through to the white suite, comprising original cast iron roll top bath, wash hand basin and WC, window to the rear.

FIRST FLOOR

Landing

Bedroom 1

Bedroom 2

Bedroom 3

window overlooking the rear garden.

window to the front and rear.

window to the front.

window to the rear.

Outside

The property occupies a good sized plot with breeze block store in the rear garden.

Tenure

Freehold with vacant possession on completion.

Solicitors

Tunnard & Co, Cathedral Chambers, 4 Kirkgate, Ripon, HG4 1PA (Tel: 01765 605629) (FAO: Christopher Tunnard)

Viewing Arrangements

Strictly by appointment, please contact the auctioneers – Feather Smailes Scales LLP (Tel: 01423 501211), or visit our website to book a viewing www.fssproperty.co.uk

LEGAL PACK

To access the legal pack for this property visit our website: www.fssproperty.co.uk

LOT 2

Guide Price: circa **£130,000**

7 Beech Grove,
Knaresborough
HG5 0NR



Description

A brick built 3 bedroom terraced house with almost complete uPVC double glazing installed, also featuring 2 reception rooms and garage. This property offers scope to upgrade to a purchasers own taste and requirement.

Location

Situated towards the outskirts of the town, Beech Grove is a quiet cul-de-sac off Boroughbridge Road.

Accommodation

GROUND FLOOR

Entrance Hall

Dining Room

with night storage heater leading to tiled fireplace and fitted gas fire, night storage heater, cupboard understairs and glazed sliding doors giving access to sitting room.

Sitting Room

Bay window to front, fitted gas fire, surround and night storage heater.

Kitchen

Stainless steel sink unit, base unit with cupboards and drawers beneath Formica working top, single and double wall cupboards, walk-in larder with fitted shelves.

FIRST FLOOR

Landing

with night storage heater.

Bedroom 1

double room with two windows overlooking the front garden, recessed wardrobe cupboard.

Bedroom 2

double room with recessed oak door fronted wardrobe with storage cupboards over and night storage heater.

Bedroom 3

A small single room with window to rear, airing cupboard having lagged cylinder.

Bath / Shower room

Half tiled with pedestal hand basin, low suite WC, shower base cubicle with fitted shower, night storage heater and wall mounted berry electric fire.

Outside

To the rear is an integral WC and built on single garage, having side personal door and window, up and over door leading to rear access road. The remainder of the rear of the property forms an enclosed yard. To the front is a well stocked garden with lawn, flower beds and borders, dwarf brick wall and wrought iron hand gate entrance.

Tenure

Freehold with vacant possession on completion.

Solicitors

Steel & Co, 36 Gracious Street, Knaresborough, HG5 8DS
(Tel: 01423 869977) (FAO: Mr John Steel)

Viewing Arrangements

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LOT 3

AN EXCELLENT
COMMERCIAL
INVESTMENT

Guide Price: circa **£260,000**

5/7 Fishergate, Ripon HG4 1EA



Description

A double fronted brick built retail property, let on FRI Lease, currently producing £21,000 per annum which rises to £22,500 per annum from 1 September 2011.

Location

This property occupies a multiple trading position adjacent to the Market Place, next door to Timpson's and opposite M&Co and the pedestrian link to Market Gate Retail Park including Booths Supermarket. The City of Ripon with its famous Cathedral is one of the most vibrant of North Yorkshire's communities.

Accommodation

HAIR/BEAUTY SALON
GROUND FLOOR

Gross frontage 42'1" (12.83m)
Net frontage 40'5" (12.32m)
Internal area 622ft² (57.79m²)

FIRST FLOOR
Open Landing
Four treatment rooms
Cloakroom
Kitchen

internal staircase, leading to
recessed walk-in storage cupboard.

low suite WC and hand basin.
with stainless steel sink unit.

Tenure

The property is freehold and offered subject to a leasehold interest for 10 years from the 1 September 2010 on full repairing and insuring terms at a rental of £21,000 per annum, rising to £22,500 per annum from the 1 September 2011 with a rent review and break option after the first five years.

Solicitors

Hunt & Wrigley Solicitors, The Old Post Office,
83 High Street, Northallerton, DL7 8PX
(Tel:01609 772502) (FAO: Mr S A Lonsdale)

Viewing Arrangements

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LOT 4

Guide Price: Circa

£210,000

25 Swinburn
Close, Harrogate
HG1 3LX

Description

A 4 bedroom detached house, brick built, with interlocking tiled roof, equipped with gas fired central heating and uPVC double glazing. This house offers the opportunity of extension and upgrade of the existing family accommodation.

Location

The house occupies an elevated position and enjoys long distance views from first floor rooms, being at the head of a Cul-de-sac which is off Tennyson Avenue and Hall Lane to the north of the town centre, local schools and amenities are close by.

Accommodation

GROUND FLOOR

Spacious Entrance Hall

Cloakroom

Extended Sitting Room

Dining Room

Spacious Breakfast
Room / Kitchen

radiator.

hand basin and low suite WC, radiator.

marble interior fireplace with pine surround and fitted gas fire, radiator.

radiator and double French windows to rear patio.

range of Oak base and wall cupboards

incorporating sink unit, space for dryer and washing machine, fitted New Home gas cooker with extractor hood over, space for a fridge/freezer and door to rear and radiator.

FIRST FLOOR

Landing

Bedroom 1 double room to front

Bedroom 2 double room to the rear

Bedroom 3 double room to the front

Bedroom 4 single room to the rear

Bathroom & WC

radiator and recessed airing cupboard, having lagged cylinder.

range of built in wardrobes, two windows to front and two radiators.

radiator.

radiator and recessed wardrobe.

radiator and recessed walk-in wardrobe.

comprising: panelled bath with power shower over, radiator, low suite WC and hand basin.

Outside

Integral single garage with up-and-over door to front and side personal door, wall mounted gas fired central heating boiler and water tap. To the front the garden comprises lawn with mature trees and shrubs and flagged drive-in approach to the garage. To the rear the garden is enclosed and private with extensive patio and raised beds.

Tenure

Freehold with vacant possession on completion.

Solicitors

Berwins LLP, 2 North Park Road, Harrogate HG1 5PA (Tel: 01423 509000) (FAO: Mrs Sue Blake)

Viewing Arrangements

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LEGAL PACK

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LOT 5

Guide Price: Circa **£110,000**

27 Nesfield Close, Harrogate, North Yorkshire HG1 2BL

Description

A brick built terraced house with uPVC double glazing and brick built garage. This house also features 2 double bedrooms, is thought to be of interest to both investors as a buy to let opportunity and also to first time buyers.

Location

This property is situated just off Jennyfields Drive and Stonebeck Avenue, close to the Harrogate Hydro Swimming Pool complex with other amenities in the area.

Accommodation

GROUND FLOOR

Entrance Vestibule glazed inner door leading to
Sitting Room fitted gas fire in tiled interior fireplace and oriel bay window to front.

Spacious Breakfast Room / Kitchen useful walk-in storage cupboard downstairs. Range of roll top Formica finished base units incorporating stainless steel sink, plumbing for automatic washing machine, matching range of wall cupboards, fitted extractor hood over cooker position, wall mounted Worcester gas fired water heater and patio doors to the rear.

FIRST FLOOR

Bedroom 1 double room with wall mounted electric dimplex radiator.
Bedroom 2 double room to the front.
Bathroom / WC panelled bath with Triton shower over and fitted shower screen, panel hand basin, low suite WC, automatic extractor fan, extensive splash back tiling and deep recessed storage cupboard.

Outside

To the front there is a small garden with steps leading up to the front door and beyond the front path there is a single brick built garage being the end garage of a complex of matching units with up and over door to front. To the rear of the property the garden is enclosed and private with extensive flagged patio area.

Tenure

Freehold with vacant possession upon completion.

Solicitors

Bervins LLP, 2 North Park Road, Harrogate HG1 5PA
(Tel: 01423 509000) (FAO: Mrs Sue Blake)



Viewing Arrangements

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LEGAL PACK

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LOT 6

Guide Price: Circa **£90,000**

The Studio, Back Granville Road, Harrogate HG1 1BY



Description

A detached brick built two storey artist studio equipped with gas fired central heating, considered suitable for a variety of alternative uses.

Location

This property is situated within the central area of the town being just off Cheltenham Parade and Mount Parade close to the multi-storey Jubilee car park, the Kings Road Conference Centre complex and the town's shopping centre.

Accommodation

GROUND FLOOR	overall 259ft ² (24.15m ²) comprising work room
Kitchen area	Belfast sink with pine draining board and work top.
Cloakroom	low suite WC and hand basin. Internal staircase to
FIRST FLOOR	
Studio	229ft ² (21.27m ²) an attractive open area with inset roof lights providing excellent natural light.

Tenure

Freehold with vacant possession upon completion.

Solicitors

Greenwood & Co,
90 High Street,
Knaresborough HG5 0EA
(Tel: 01423 862975)
(FAO: Ms Linda
Greenwood)

Viewing Arrangements

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LEGAL PACK

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LOT 7

Guide Price: **£300,000**

3 Medlar Court, Thorne, Doncaster DN8 5RZ



Description

A three storey 6 bedroom, 5 bathroom property in a cul-de-sac location, forming part of a small new development of only 5 homes. Brick built with tile covered roof and uPVC double glazing throughout and gas fired central heating.

The house was constructed relatively recently and has not yet been occupied, been fully carpeted the property is ready for immediate occupation.

Location

Situated close to Thorne town centre.

Thorne South railway station is only a short distance from the property and this provides direct access into Doncaster and Scunthorpe. The property is also close to the M18 and the National Motorway Network. Doncaster city centre is approximately 10 miles to the south west.

Accommodation

GROUND FLOOR

Entrance Hall	with understairs storage cupboard.
Cloakroom	hand basin and low suite WC.
Drawing Room	inset wall mounted electric fire and double doors opening to french windows to the rear garden.
Dining Room	to front.
Family Sitting Room	with excellent range of units incorporating 1.5 bowl sink unit, fitted NEFF dishwasher, fitted Hotpoint fridge, fitted Hotpoint freezer, NEFF five burner gas hob, NEFF extractor hood, NEFF electric double oven and fitted microwave.
Kitchen	Worcester gas fired central heating boiler, single drainer stainless steel sink unit and electric fan heater and plumbing for automatic washing machine.
Utility Room	



FIRST FLOOR

Master Suite	comprising
Bedroom 1	double room with en suite, low suite WC, hand wash basin and shower. access via
Dressing Room	
Bedroom 2	double room.
Bedroom 3	double room with en suite shower room comprising low suite WC, hand basin and fitted shower cubicle.
Bedroom 4	double room.
House Bathroom	spacious with low suite WC, hand basin, shower and bath with mixer taps and shower attachment.

SECOND FLOOR

Bedroom 5	double room with en suite shower room comprising low suite WC, pedestal hand basin, bath with mixer taps and shower attachment.
Bedroom 6	double room with en suite comprising low suite wc, pedestal hand basin, bath with mixer taps and shower attachment.



Outside

The property occupies a corner plot, gardens to the front and rear are mostly laid to lawn and pathways are concrete paved. Off street parking and double garage in a brick built block of four which are adjacent.

Tenure

Freehold with vacant possession on completion.

Solicitors

Ashworth Law, 2 Grove Park Court, Harrogate HG1 4DP
(Tel: 0871 288 7020)

Viewing Arrangements

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LEGAL PACK

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Terms and Conditions for Bidding by Telephone or Proxy

1. A prospective purchaser wishing to make a telephone bid or proxy (a "Bidder") must complete sign and date the form. A separate form must be completed for each lot on which a bid is to be placed.
2. The form must be delivered to the Auctioneers at least 48 hours before the start of the Auction together with the appropriate payment as mentioned below.
3. Each form must be accompanied by a deposit payment of either:
 - (a) 10% of the Bidder's maximum bid in the case of a bid by proxy; or
 - (b) 10% of the Auctioneers' guide price for the property in the case of a bid by telephone. The deposit payment should be made by bankers draft. Cheques will only be accepted if given to the Auctioneers in sufficient time for them to clear through the banking system prior to the Auction.
4. In the case of a proxy bid the Bidder hereby authorises the Auctioneers and their staff to bid on his behalf as his agent up to the maximum amount of the authorised proxy bid. If successful; the Bidder will be notified as soon as possible. If the Bidder is successful at a figure which is less than the maximum of the authorised proxy bid the whole of the Bidder's deposit will be used as a deposit towards the purchase price. If the Bidder is unsuccessful the full amount of the Bidder's deposit will be refunded to the Bidder promptly after the Auction (without interest).
5. In the case of a telephone bidder the auctioneer's staff will attempt to contact the bidder by telephone before the lot in question is offered. If contact is made the bidder may compete in the bidding through the auctioneers' staff, however, if the telephone contact cannot be made the bidder hereby authorises the Auctioneers' staff to bid on his behalf up to the guide price for the lot in question. If the Bidder is successful at a price which is higher than the Auctioneers' guide price the Bidder must within 24 hours of the Auction provide the Auctioneers with additional funds to make the amount of his deposit equal to 10% of the purchase price. If the Bidder is successful at a price which is less than the guide price the whole of the Bidder's deposit will be used as a deposit towards the purchase price. If the Bidder is unsuccessful the full amount of the Bidder's deposit will be refunded to the Bidder promptly after the Auction (without interest).
6. If the Bidder is successful the Bidder hereby authorises the Auctioneers to sign the Memorandum of Agreement on his behalf.
7. The authority can only be withdrawn by notification in writing delivered to FSS at their office at least two hours before the start of the Auction on the day the relevant Lot is scheduled to be auctioned, or by delivery into the hands of the Auctioneer in the Auction Room half an hour before the start of that day's auction. It is the Bidder's responsibility to obtain a receipt on a copy of the withdrawal notification signed by one of the Auctioneers and without such a receipt the authority stands and any successful Contract is binding on the Bidder.
8. The Auctioneers will 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.
9. The Bidder shall be deemed to have read the 'Notice to all Bidders', the particulars of the relevant Lot in the Catalogue and the Common Auction Conditions of Sale. The Bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum and of any addendum relating to the relevant Lot. The addendum can, and should, be checked by Bidders by telephone on the day of the Auction between 9.00 a.m. and one hour before the commencement of the Auction.
10. If the Bidder, or an agent, actually bids at the Auction without having previously withdrawn the authority, the Auctioneer is at liberty to accept such bid in addition to any bid from FSS staff as empowered under the telephone/ written authority. FSS have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
11. The receipt of a telephone or written bid shall not in any way hinder the right of the Vendor to withdraw any Lot or to sell prior to auction to a third party and neither the Vendor nor FSS shall be under any liability to the telephone or written Bidder in the event that the Lot is not offered at the Auction.
12. The auctioneer may disclose to the Vendor the existence of these instructions but not the amount of the maximum bid.
13. BUYERS ADMINISTRATION CHARGE
The successful buyer will be required to pay the Auctioneers Buyers Administration Charge of £350.00 inc. VAT upon exchange of contracts for each property purchased. Cheques made payable to Feather, Smailes Scales.

Authorisation Form for Bidders by Telephone or Proxy

Name:

Address:

.....

.....

Telephone Numbers: Business

Home

Mobile

I hereby authorise Feather Smailes Scales ("the Auctioneers") to accept a bid on my behalf whether by proxy or telephone for the property referred to below subject to the Terms and Conditions for Bidding by Telephone or Proxy and published in the Auctioneers' catalogue and subject also to the General Conditions of Sale and the Special Conditions of Sale applicable and to any addendum produced at or prior to the Auction.

Address of Lot:

.....

Lot Number:

Maximum bid (proxy bid) £(figures)

Guide price (telephone bid)

.....Pounds (words)

N.B. The bid must be a definite specified amount. A bid which is expressed to be relative to any other bid will not be accepted.

I attach a cheque/bankers draft/for 10% of the maximum bid (proxy bid) or guide price (telephone bid). If my bid is successful I confirm the Auctioneers are authorised to sign the Memorandum of Agreement on my behalf. I also enclose herewith my cheque for the sum of £350.00 administration charge inc. VAT which will be returned to me if I am unsuccessful in the purchase.

My solicitors:

.....

Their Reference is:

Their telephone number is

Signed

Dated

Please Return Completed Authorisation Form To:-

Feather Smailes Scales
The Auction House, 8 Raglan Street, Harrogate HG1 1LE
Tel: 01423 501211 Fax: 01423 500215

General Conditions of Sale

Introduction

The Common Auction Conditions have been produced for real estate auctions in England and Wales to set a common standard across the industry. This is the third edition and are reproduced with the consent of RICS. They are in three sections:

Glossary

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

Auction Conduct Conditions

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

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 document 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

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 rent charge).

General conditions

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

Interest rate

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

Lot

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

Old arrears

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

Particulars

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

Practitioner

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

Price

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

Ready to complete

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

General Conditions of Sale continued

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

A2 Our role

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

A3 Bidding and reserve prices

- A3.1 All bids are to be made in pounds sterling exclusive of any applicable VAT.
- A3.2 We may refuse to accept a bid. We do not have to explain why.
- A3.3 If there is a dispute over bidding we are entitled to resolve it, and our decision is final.
- A3.4 Unless stated otherwise each lot is subject to a reserve price (which may be fixed just before the lot is offered for sale). If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction.
- A3.5 Where there is a reserve price the seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller.

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

A4 The particulars and other information

- A4.1 We have taken reasonable care to prepare particulars that correctly describe each lot. The particulars are based on information supplied by or on behalf of the seller. You need to check that the information in the particulars is correct.
- A4.2 If the special conditions do not contain a description of the lot, or simply refer to the relevant lot number, you take the risk that the description contained in the particulars is incomplete or inaccurate, as the particulars have not been prepared by a conveyancer and are not intended to form part of a legal contract.
- A4.3 The particulars and the sale conditions may change prior to the auction and it is your responsibility to check that you have the correct versions.
- A4.4 If we provide information, or a copy of a document, provided by others we do so only on the basis that we are not responsible for the accuracy of that information or document.

A5 The contract

- A5.1 A successful bid is one we accept as such (normally on the fall of the hammer). This condition A5 applies to you if you make the successful bid for a lot.
- A5.2 You are obliged to buy the lot on the terms of the sale memorandum at the price you bid plus VAT (if applicable).
- A5.3 You must before leaving the auction:
- 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);
 - sign the completed sale memorandum; and
 - pay the deposit.
- A5.4 If you do not we may either:
- 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
 - sign the sale memorandum on your behalf.
- A5.5 The deposit:
- 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
 - 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:
- you are personally liable to buy the lot even if you are acting as an agent; and
 - you must indemnify the seller in respect of any loss the seller incurs as a result of the buyer's default.
- A5.8 Where the buyer is a company you warrant that the buyer is properly constituted and able to buy the lot.

A6 Extra Auction Conduct Conditions

- A6.1 Despite any special condition to the contrary the minimum deposit we accept is £1500 (or the total price, if less). A special condition may, however, require a higher minimum deposit.

General Conditions Of Sale

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:
- matters registered or capable of registration as local land charges;
 - matters registered or capable of registration by any competent authority or under the provisions of any statute;

- (c) notices, orders, demands, proposals and requirements of any competent authority;
- (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- (e) rights easements, quasi-easements, and wayleaves;
- (f) outgoings and other liabilities;
- (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
- (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the buyer has made them; and
- (i) anything the seller does not and could not reasonably know about.
- G1.5 Where anything subject to which the lot is sold would expose the seller to liability the buyer is to comply with it and indemnify the seller against that liability.
- G1.6 The seller must notify the buyer of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the contract date but the buyer must comply with them and keep the seller indemnified.
- G1.7 The lot does not include any tenant's or trade fixtures or fittings.
- G1.8 Where chattels are included in the lot the buyer takes them as they are at completion and the seller is not liable if they are not fit for use.
- G1.9 The buyer buys with full knowledge of:
- (a) the documents, whether or not the buyer has read them; and
- (b) the physical condition of the lot and what could reasonably be discovered on inspection of it, whether or not the buyer has inspected it.
- G1.10 The buyer is not to rely on the information contained in the particulars but may rely on the seller's conveyancer's written replies to preliminary enquiries to the extent stated in those replies.
- G2. Deposit**
- G2.1 The amount of the deposit is the greater of:
- (a) any minimum deposit stated in the auction conduct conditions (or the total price, if this is less than that minimum); and
- (b) 10% of the price (exclusive of any VAT on the price).
- G2.2 The deposit
- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an approved financial institution (or by any other means of payment that the auctioneers may accept); and
- (b) is to be held as stakeholder unless the auction conduct conditions provide that it is to be held as agent for the seller.
- G2.3 Where the auctioneers hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the seller on completion or, if completion does not take place, to the person entitled to it under the sale conditions.
- G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the seller may treat the contract as at an end and bring a claim against the buyer for breach of contract.
- G2.5 Interest earned on the deposit belongs to the seller unless the sale conditions provide otherwise.
- G3. Between contract and completion**
- G3.1 Unless the special conditions state otherwise, the seller is to insure the lot from and including the contract date to completion and:
- (a) produce to the buyer on request all relevant insurance details;
- (b) pay the premiums when due;
- (c) if the buyer so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
- (d) at the request of the buyer use reasonable endeavours to have the buyer's interest noted on the policy if it does not cover a contracting purchaser;
- (e) unless otherwise agreed, cancel the insurance at completion, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the buyer; and
- (f) (subject to the rights of any tenant or other third party) hold on trust for the buyer any insurance payments that the seller receives in respect of loss or damage arising after the contract date or assign to the buyer the benefit of any claim; and the buyer must on completion reimburse to the seller the cost of that insurance (to the extent not already paid by the buyer or a tenant or other third party) for the period from and including the contract date to completion.
- G3.2 No damage to or destruction of the lot nor any deterioration in its condition, however caused, entitles the buyer to any reduction in price, or to delay completion, or to refuse to complete.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion.
- G4. Title and identity**
- G4.1 Unless condition G4.2 applies, the buyer accepts the title of the seller to the lot as at the contract date and may raise no requisition or objection except in relation to any matter that occurs after the contract date.
- G4.2 If any of the documents is not made available before the auction the following provisions apply:
- (a) The buyer may raise no requisition on or objection to any of the documents that is made available before the auction.
- (b) If the lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.
- (c) If the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or an examined copy of every relevant document.
- (d) If title is in the course of registration, title is to consist of certified copies of:
- (i) the application for registration of title made to the land registry;
- (ii) the documents accompanying that application;
- (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
- (iv) a letter under which the seller or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the buyer.
- (e) The buyer has no right to object to or make requisitions on any title information more than seven business days after that information has been given to the buyer.
- G4.3 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):
- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the buyer; and
- (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the lot where the lot is leasehold property.
- G4.4 The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract.
- G4.5 The seller does not have to produce, nor may the buyer object to or make a requisition in relation to, any prior or superior title even if it is referred to in the documents.
- G4.6 The seller (and, if relevant, the buyer) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the conditions apply.
- G5. Transfer**
- G5.1 Unless a form of transfer is prescribed by the special conditions:
- (a) the buyer must supply a draft transfer to the seller at least ten business days before the agreed completion date and the engrossment (signed as a deed by the buyer if condition G5.2 applies) five business days before that date or (if later) two business days after the draft has been approved by the seller; and
- (b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer.
- G5.2 If the seller remains liable in any respect in relation to the lot (or a tenancy) following completion the buyer is specifically to covenant in the transfer to indemnify the seller against that liability.
- G5.3 The seller cannot be required to transfer the lot to anyone other than the buyer, or by more than one transfer.
- G6. Completion**
- G6.1 Completion is to take place at the offices of the seller's conveyancer, or where the seller may reasonably require, on the agreed completion date. The seller can only be required to complete on a business day and between the hours of 0930 and 1700.
- G6.2 The amount payable on completion is the balance of the price adjusted to take account of apportionments plus (if applicable) VAT and interest.
- G6.3 Payment is to be made in pounds sterling and only by:
- (a) direct transfer to the seller's conveyancer's client account; and
- (b) the release of any deposit held by a stakeholder.
- G6.4 Unless the seller and the buyer otherwise agree, completion cannot take place until both have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.
- G6.5 If completion takes place after 1400 hours for a reason other than the seller's default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next business day.

General Conditions of Sale continued

- G6.6 Where applicable the contract remains in force following completion.
- G7. Notice to complete**
- G7.1 The seller or the buyer may on or after the agreed completion date but before completion give the other notice to complete within ten business days (excluding the date on which the notice is given) making time of the essence.
- G7.2 The person giving the notice must be ready to complete.
- G7.3 If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has:
- terminate the contract;
 - claim the deposit and any interest on it if held by a stakeholder;
 - forfeit the deposit and any interest on it;
 - resell the lot; and
 - claim damages from the buyer.
- G7.4 If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has:
- terminate the contract; and
 - recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.
- G8. If the contract is brought to an end**
If the contract is lawfully brought to an end:
- the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and
 - the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the seller is entitled to forfeit the deposit under condition G7.3.
- G9. Landlord's licence**
- G9.1 Where the lot is or includes leasehold land and licence 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:
- use all reasonable endeavours to obtain the licence at the seller's expense; and
 - enter into any authorised guarantee agreement properly required.
- G9.5 The buyer must:
- promptly provide references and other relevant information; and
 - comply with the landlord's lawful requirements.
- G9.6 If within three months of the contract date (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition G9) by notice to the other terminate the contract at any time before licence is obtained. That termination is without prejudice to the claims of either seller or buyer for breach of this condition G9.
- G10. Interest and apportionments**
- G10.1 If the actual completion date is after the agreed completion date for any reason other than the seller's default the buyer must pay interest at the interest rate on the price (less any deposit paid) from the agreed completion date up to and including the actual completion date.
- G10.2 Subject to condition G11 the seller is not obliged to apportion or account for any sum at completion unless the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds.
- G10.3 Income and outgoings are to be apportioned at actual completion date unless:
- the buyer is liable to pay interest; and
 - the seller has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.
- G10.4 Apportionments are to be calculated on the basis that:
- the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
 - annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
 - where the amount to be apportioned is not known at completion apportionment is to be made by reference to a reasonable estimate and further payment is to be made by seller or buyer as appropriate within five business days of the date when the amount is known.
- G11. Arrears**
- Part 1 Current rent**
- G11.1 "Current rent" means, in respect of each of the tenancies subject to which the lot is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding completion.
- G11.2 If on completion there are any arrears of current rent the buyer must pay them, whether or not details of those arrears are given in the special conditions.
- G11.3 Parts 2 and 3 of this condition G11 do not apply to arrears of current rent.
- Part 2 Buyer to pay for arrears**
- G11.4 Part 2 of this condition G11 applies where the special conditions give details of arrears.
- G11.5 The buyer is on completion to pay, in addition to any other money then due, an amount equal to all arrears of which details are set out in the special conditions.
- G11.6 If those arrears are not old arrears the seller is to assign to the buyer all rights that the seller has to recover those arrears.
- Part 3 Buyer not to pay for arrears**
- G11.7 Part 3 of this condition G11 applies where the special conditions:
- so state; or
 - give no details of any arrears.
- G11.8 While any arrears due to the seller remain unpaid the buyer must:
- try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;
 - pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment);
 - on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require;
 - if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order;
 - not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and
 - if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to part 3 of this condition G11.
- G11.9 Where the seller has the right to recover arrears it must not without the buyer's written consent bring insolvency proceedings against a tenant or seek the removal of goods from the lot.
- G12. Management**
- G12.1 This condition G12 applies where the lot is sold subject to tenancies.
- G12.2 The seller is to manage the lot in accordance with its standard management policies pending completion.
- G12.3 The seller must consult the buyer on all management issues that would affect the buyer after completion (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a tenancy; or a new tenancy or agreement to grant a new tenancy) and:
- the seller must comply with the buyer's reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the seller to a liability that the seller would not otherwise have, in which case the seller may act reasonably in such a way as to avoid that liability;
 - if the seller gives the buyer notice of the seller's intended act and the buyer does not object within five business days giving reasons for the objection the seller may act as the seller intends; and
 - the buyer is to indemnify the seller against all loss or liability the seller incurs through acting as the buyer requires, or by reason of delay caused by the buyer.
- G13. Rent deposits**
- G13.1 This condition G13 applies where the seller is holding or otherwise entitled to money by way of rent deposit in respect of a tenancy. In this condition G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.
- G13.2 If the rent deposit is not assignable the seller must on completion hold the rent deposit on trust for the buyer and, subject to the terms of the rent deposit deed, comply at the cost of the buyer with the buyer's lawful instructions.
- G13.3 Otherwise the seller must on completion pay and assign its interest in the rent deposit to the buyer under an assignment in which the buyer covenants with the seller to:
- observe and perform the seller's covenants and conditions in the rent deposit deed and indemnify the seller in respect of any breach;
 - give notice of assignment to the tenant; and
 - give such direct covenant to the tenant as may be required by the rent deposit deed.
- G14. VAT**
- G14.1 Where a sale condition requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.

- G14.2 Where the special conditions state that no VAT option has been made the seller confirms that none has been made by it or by any company in the same VAT group nor will be prior to completion.
- G15. Transfer as a going concern**
- G15.1 Where the special conditions so state:
- (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 paragraph 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.

General Conditions of Sale continued

G23. Rent reviews

- G23.1 This condition G23 applies where the lot is sold subject to a tenancy under which a rent review due on or before the actual completion date has not been agreed or determined.
- G23.2 The seller may continue negotiations or rent review proceedings up to the actual completion date but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the buyer, such consent not to be unreasonably withheld or delayed.
- G23.3 Following completion the buyer must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the seller, such consent not to be unreasonably withheld or delayed.
- G23.4 The seller must promptly:
- give to the buyer full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
 - use all reasonable endeavours to substitute the buyer for the seller in any rent review proceedings.
- G23.5 The seller and the buyer are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- G23.6 When the rent review has been agreed or determined the buyer must account to the seller for any increased rent and interest recovered from the tenant that relates to the seller's period of ownership within five business days of receipt of cleared funds.
- G23.7 If a rent review is agreed or determined before completion but the increased rent and any interest recoverable from the tenant has not been received by completion the increased rent and any interest recoverable is to be treated as arrears.
- G23.8 The seller and the buyer are to bear their own costs in relation to rent review negotiations and proceedings.

G24. Tenancy renewals

- G24.1 This condition G24 applies where the tenant under a tenancy has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- G24.2 Where practicable, without exposing the seller to liability or penalty, the seller must not without the written consent of the buyer (which the buyer must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- G24.3 If the seller receives a notice the seller must send a copy to the buyer within five business days and act as the buyer reasonably directs in relation to it.
- G24.4 Following completion the buyer must:
- with the co-operation of the seller take immediate steps to substitute itself as a party to any proceedings;
 - 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
 - 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:

- on completion assign it to the buyer and give notice of assignment to the person who gave the warranty; and
- 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:

- hold the warranty on trust for the buyer; and
- 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:
- procure that it becomes registered at Land Registry as proprietor of the lot;
 - procure that all rights granted and reserved by the lease under which the lot is held are properly noted against the affected titles; and
 - 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:
- apply for registration of the transfer;
 - provide the seller with an official copy and title plan for the buyer's new title; and
 - 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:
- delivered by hand; or
 - made electronically and personally acknowledged (automatic acknowledgement does not count); or
 - 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 Communication is to be treated as received:
- when delivered, if delivered by hand; or
 - 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.

Memorandum of Agreement

Property:

..... Lot No.

Vendor:

Address:

.....

.....

.....

Purchaser:

Address:

.....

.....

.....

Hereby acknowledge and agree to the sale and purchase respectively of the property described herein for the sum as appearing herein, in accordance with the particulars of Sale, the General Conditions of Sale and the Special Conditions of Sale annexed hereto.

Purchase Price £

Less Deposit £

Balance £

All sums are exclusive of any Value Added Tax chargeable thereon. The successful buyer will be required to pay the Auctioneers a Buyers Administration Charge of £350.00 including VAT upon exchange of contracts.

Completion date

Dated this.....day of 20.....

Signed Purchaser(s)

Signed Purchaser(s)

Signed For and on behalf of Feather Smailes Scales LLP as Agents for the Vendor and acknowledging receipt of the said Deposit.

Purchasers Solicitors

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Diary Dates 2011

Auction Date

30th June

8th September

27th October

8th December

Closing Date for Entries

20th May

29th July

16th September

28th October

Entries are invited from owners or their agents.
Please contact Charles Smailes, Michael Hare or Simon Croft on
01423 534 183

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