



Property Auction

Property Auction to be held at:

Quality Hotel Stoke-on-Trent

66 Trinity Street, Hanley,
Stoke-on-Trent, Staffordshire ST1 5NB

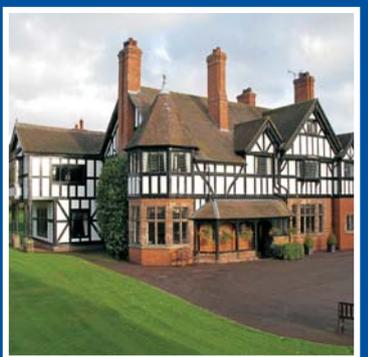
TUESDAY 12th FEBRUARY 2013

(Commencing at 7:00pm)

Louis Taylor

A Complete Property Service

Established 1877





BUYERS REGISTRATION FORM
MONEY LAUNDERING REGULATIONS 2003

If you are intending to bid at the auction you **must** complete this form prior to bidding in case you are a successful purchaser.

If you do purchase a property, one of our staff will assist you. Please have your proof of identity available.

BUYERS ADMINISTRATION FEE

Each successful buyer will be required to pay a **£250 inc VAT** administration fee to Louis Taylor on exchange of contracts for each lot purchased.

SIGNING CONTRACTS AND PAYING 10% DEPOSIT

After administration, you will be taken to the solicitor to sign the contract and pay the deposit.

LOT No(s):.....

PROPERTY:.....

BIDDER'S NAME **TEL. No:**.....

ADDRESS.....

BUYER'S NAME
(if different from above).

ADDRESS.....

YOUR SOLICITOR.....

COMPANY:

SOLICITOR'S ADDRESS.....

For internal use only

**Identity Documents
Number or copy on file**

CURRENT SIGNED PASSPORT

CURRENT UK PHOTO CARD DRIVING LICENCE.....

CURRENT FULL UK DRIVING LICENCE (OLD STYLE).....

OTHER

PROOF OF ADDRESS:

A UTILITY BILL (OF LESS THAN 3 MONTHS OLD).....

BANK, BUILDING SOCIETY STATEMENT

MOST RECENT ORIGINAL MORTGAGE STATEMENT

CURRENT UK DRIVING LICENCE.....
(if not used above).

BUYERS RECEIPT

DATE: _____ / _____ / _____

Received with thanks, administration fees regarding the purchase of the auction properties detailed.

Total amount recieved: £..... cheques / cash / debit card / credit card (2.5% admin fee).

SIGNED ON BEHALF OF LOUIS TAYLOR: _____

Louis Taylor VAT No: 642 8107 48

PROPERTY AUCTION ORDER OF SALE

(Unless previously sold or withdrawn)

Quality Hotel, Stoke-on-Trent 66 Trinity Street, Hanley, Stoke-on-Trent ST1 5NB Phone: 01782 202361

TUESDAY 12th FEBRUARY 2013 (Commencing at 7:00pm)

LOT 1 16 Rivington Crescent, Fegg Hayes,
Stoke-on-Trent ST6 6RD

LOT 2 82 Grosvenor Avenue,
Oakhill ST4 5BQ

LOT 3 10 Cleveland Road,
Shelton ST1 4DX

LOT 4 Former Care Home – 31a
Westmorland Ave, Kidsgrove ST7 1AS

LOT 5 27 Ladywell Road, Tunstall ST6 5DE
SOLD PRIOR TO AUCTION

LOT 6 33 Dyke Street,
Hanley ST1 2DF

LOT 7 Red Lion Inn, Thorncliffe,
Nr Leek, Staffs ST13 7LP

LOT 8 17 Angus Close,
Bucknall ST2 9AY

LOT 9 Development Site at Elstree Grove,
Birches Head ST1 6UB

LOT 10 56 Lawton Street,
Congleton CW12 1RS

LOT 11 24 Watson Street,
Penkhull ST4 7EY

LOT 12 16 Tower Square,
Tunstall ST6 5AB

General Notes.

The legal documents which generally include a copy of the contract, local searches, evidence of title, mining report etc (but not a survey) are made available for inspection a few days prior to the auction. These can be inspected at the relevant Louis Taylor office when available. The Property Auction Department is open between 9.00 and 5.30 pm from Monday to Thursday and 9.00 to 5.00 pm Friday prior to the sale. Please telephone prior to visiting our offices to confirm the legal packs have been received for the property/s you are interested in. You are strongly recommended to inspect the documentation at our offices prior to the sale rather than leave it to just before the auction, when due to demand it may not be readily available.

All buyers MUST bring some form of identification such as a passport or driving licence and evidence of your home address such as a recent utility bill or bank statement. If you are buying in the name of a Company the documents required are either a copy of the certificate of incorporation, evidence of the registered and trading address or the list of shareholders and directors. Deposits can only be paid by bankers draft, building society cheque, company cheque

or personal cheque. Debit and Credit cards are acceptable (2.5% fee for Credit cards).

The guide prices quoted should not be interpreted as asking prices, are purely for guidance only, are an indication of the sellers minimum price expectation and may not reflect the selling price. They are also subject to alteration and it is possible that the reserve price on the day of the auction may exceed any previously quoted guide price.

ALL buyers must pay to the Auctioneers immediately after the fall of the hammer the contractual deposit, cheques to be made payable to Louis Taylor. Debit and Credit cards are acceptable (2.5% fee for Credit cards).

Purchasers administration fee of £250 inc VAT will also be charged.

Not all properties are inspected by the Auctioneers and therefore the description in this catalogue or elsewhere should not be relied upon. It is recommended that you inspect the properties personally prior to bidding. Services, central heating systems etc have not been tested. Plans shown in the catalogue are for identification purposes only and do not form part of the contract.

**Buying a property
without professional
advice can be a
gamble...**

You could lose!

www.louis-taylor.co.uk



A Complete Property Service

**16 Rivington Crescent, FEGG HAYES,
Stoke-on-Trent, Staffordshire ST6 6RD**

LOT 1

MATURE SEMI DETACHED HOUSE
IN NEED OF MODERNISATION /
UPDATING

Accommodation comprises

GROUND FLOOR:

Hall, Lounge, side Lobby, Kitchen

FIRST FLOOR:

Two Bedrooms, Bathroom, Separate W.C.

EXTERNALLY:

Front and Rear Gardens, Garage,.



Legal Representative: **Charltons**

84 High Street, Biddulph, Stoke on Trent ST8 6AS. Tel: 01782 522111

Acting: Julian Barry

GUIDE PRICE
£35,000

Louis Taylor

APPLY: Newcastle Office 01782 622 677 email: newcastle@louis-taylor.co.uk

**82 Grosvenor Avenue, OAKHILL,
Stoke-on-Trent, Staffordshire ST4 5BQ**

LOT 2

TWO BEDROOMED FORECOURTED
MID TERRACE HOUSE

Accommodation comprises

GROUND FLOOR:

Porch, Entrance Hall, Dining Room,
Lounge, Kitchen

FIRST FLOOR:

Two Bedrooms and Bathroom

EXTERNALLY:

Rear Yard



Legal Representative: **Walters and Plaskitt**

19 Glebe Street, Stoke on Trent ST4 1JG. Tel: 01782 845807

Acting: Jim Walker

GUIDE PRICE
£40,000 plus

Louis Taylor

APPLY: Milton Office 01782 538 008 email: milton@louis-taylor.co.uk

**10 Cleveland Road, SHELTON
Stoke-on-Trent, Staffordshire ST1 4DX**

LOT 3

THREE BEDROOMED SEMI-DETACHED
HOUSE WITH GARDENS AND
GARAGE

Accommodation comprises

GROUND FLOOR:

Entrance Hall, Lounge, Diningroom,
Kitchen, Porch

FIRST FLOOR:

Landing, Three Bedrooms and Bathroom

EXTERNALLY:

Front and Rear Gardens and Garage



Legal Representative: **Beswicks**

Sigma House, Festival Way, Festival Park, Stoke on Trent ST1 5DT.

Tel: 01782 205000

Acting: Rebecca Howle

rebecca.howle@beswicks.com

GUIDE PRICE
£55,000 plus

Louis Taylor

APPLY: Milton Office 01782 538 008 email: milton@louis-taylor.co.uk

**Former Care Home – 31a Westmorland Avenue,
KIDSGROVE, Stoke-on-Trent, Staffordshire ST7 1AS**

LOT 4

FORMER CARE HOME SITUATED IN
2.4 ACRES OR THEREABOUTS
CURRENTLY OFFERING GROUND
FLOOR VARIOUS ACCOMMODATION

Accommodation comprises

GROUND FLOOR:

Living Areas, Dining Areas,
Domestic Kitchen, Plant Room,
Double Garage

FIRST FLOOR:

Central Landing, Ten Bedrooms,
Bathroom and Toilet facilities



Legal Representative: **Legal Services, Staffordshire County Council**

2 Staffordshire Place, Stafford c/o Wedgwood Building, Tipping Street,
Stafford ST1 6DH. Tel: 01785 276210

Acting: Steve Morley

steve.morley@staffordshire.gov.uk

GUIDE PRICE
£150,000

Louis Taylor

APPLY: Hanley Office 01782 260 222 email: all@louis-taylor.co.uk

**27 Ladywell Road, TUNSTALL
Stoke-on-Trent, Staffordshire ST6 5DE**

LOT 5

MATURE SEMI DETACHED HOUSE
IN NEED OF MODERNISATION /
UPDATING

Accommodation comprises

GROUND FLOOR:

Hall, Lounge, side Lobby, Kitchen

FIRST FLOOR:

Two Bedrooms, Bathroom, Separate W.C.

EXTERNALLY:

Front and Rear Gardens, Garage,
Shed and Driveway

Legal Representative: **Grindeys**
Glebe Court, Stoke on Trent ST4 1ET.
Acting: Susan Lewis
susan.lewis@grindeys.com



GUIDE PRICE
£29,000

Louis Taylor

APPLY: Hanley Office 01782 260 222 email: all@louis-taylor.co.uk

**33 Dyke Street, HANLEY
Stoke-on-Trent, Staffordshire ST1 2DF**

LOT 6

MATURE DETACHED HOUSE WITH
DOUBLE GLAZING AND GAS
CENTRAL HEATING
OFF ROAD PARKING AND ATTACHED
GARAGE

Accommodation comprises

GROUND FLOOR:

Hall, Lounge, Kitchen/Diner, Lobby,
Staircase

FIRST FLOOR:

Two Bedrooms, Box Room and
Bathroom

Legal Representative: **Beswicks**
Sigma House, Festival Way, Festival Park, Stoke on Trent ST1 5DT.
Tel: 01782 205000
Acting: Rebecca Howle
rebecca.howle@beswicks.com



GUIDE PRICE
£69,950

Louis Taylor

APPLY: Newcastle Office 01782 622 677 email: newcastle@louis-taylor.co.uk

**Red Lion Inn, THORNCLIFFE, NR LEEK, Staffs
Stoke-on-Trent, Staffordshire ST13 7LP**

LOT 7

STONE BUILT PUBLIC HOUSE WITH
EXTENSIVE DINING FACILITIES
STANDING IN APPROXIMATELY
0.6 ACRE EXCELLENT COMMERCIAL
PROJECT OR POSSIBLY RE-
DEVELOPMENT OPPORTUNITY
SUBJECT TO OBTAINING THE
NECESSARY CONSENTS

Accommodation comprises

Porch, Lounge Area, Bar Lounge,
Additional Lounge, Diningroom, Formal
Diningroom, Ladies and Gents W.C.,
Rear Hall, Commercial Kitchen, Changing
Rooms, Prep Room, Storeroom, Former
Kitchen and Cellar

Residential Accommodation:

Inner Hall, Livingroom, Office, Landing,
Bedroom with en-suite, Second Bedroom
with en-suite, Walk-in Dressing Room,
Family Bathroom, Bedroom three with
en-suite, Bedrooms four and five
EXTERNALLY:

Tarmaced Forecourt, spacious tarmaced
car parking, Indian stone flagged patio
area suitable for use as a Beer Garden



Legal Representative: **Bowcock and Pursail**
54 St. Edward Street, Leek,
Staffordshire ST13 5DJ.
Tel: 01538 399199

GUIDE PRICE
£300,000 plus

**BURY
&
HILTON**

APPLY: Leek Office 01538 383 344 email: info@buryandhilton.co.uk

**17 Angus Close, BUCKNALL,
Stoke-on-Trent, Staffordshire ST2 9AY**

LOT 8

THREE BEDROOMED
SEMI-DETACHED HOUSE

Accommodation comprises

GROUND FLOOR:

Lounge, Diningroom, Kitchen and Utility

FIRST FLOOR:

Three Bedrooms and Bathroom

EXTERIOR:

Parking and Gardens to front and rear

Legal Representative: **Beswicks**
Sigma House, Festival Way, Festival Park, Stoke on Trent ST1 5DT.
Tel: 01782 205000
Acting: Rebecca Howle
rebecca.howle@beswicks.com



GUIDE PRICE
£65,000 plus

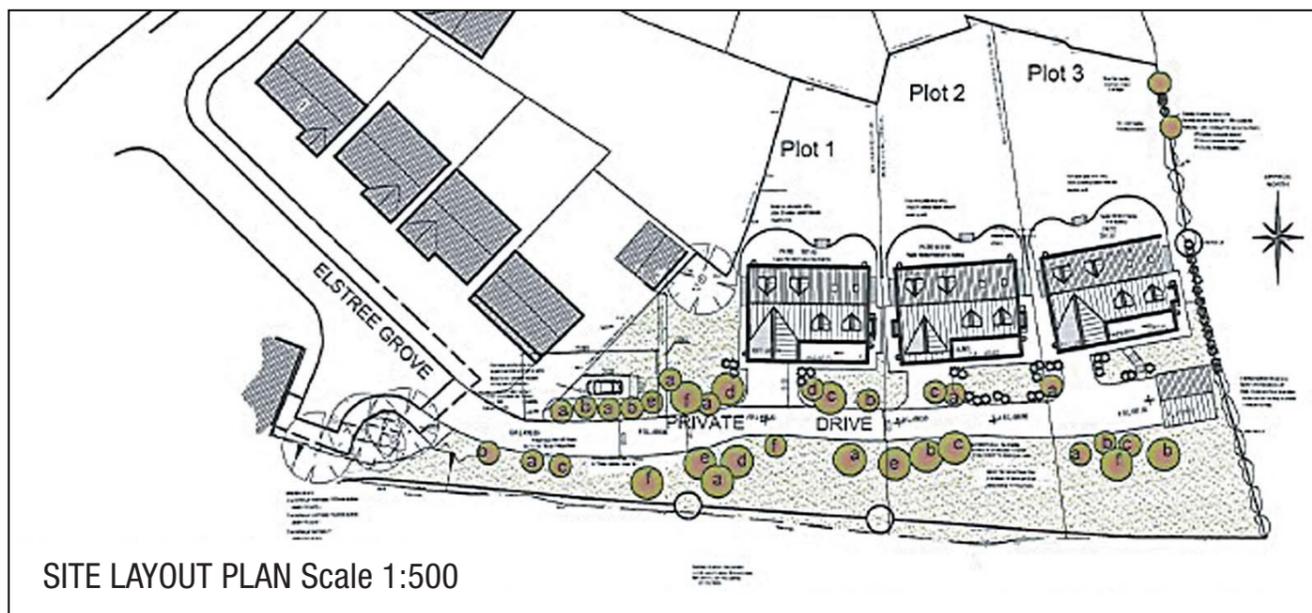
Louis Taylor

APPLY: Milton Office 01782 538 008 email: milton@louis-taylor.co.uk

**Development Site at Elstree Grove, BIRCHES HEAD,
Stoke-on-Trent, Staffordshire ST1 6UB**

LOT 9

DEVELOPMENT SITE WITH PLANNING PERMISSION FOR THE ERECTION OF THREE DETACHED HOUSES



SITE LAYOUT PLAN Scale 1:500



STREET SCENE Scale 1:150

**GUIDE PRICE
£175,000**

**If the Development Site (LOT 9) as a whole remains
unsold then the plots will be offered individually, as
next lots.**

**LOT 9(a) Plot 1 Elstree Grove
LOT 9(b) Plot 2 Elstree Grove
LOT 9(c) Plot 3 Elstree Grove**

**LOT 9(a)
LOT 9(b)
LOT 9(c)**

Legal Representative: **Jamesons Property Lawyers**
1A Church Lane, Knutton, Newcastle, Staffs ST5 6EP.
Tel: 01782 719000
Acting: Mrs Barbara Jameson

**GUIDE PRICE EACH
£60,000**



APPLY: Milton Office 01782 538 008 email: milton@louis-taylor.co.uk

**56 Lawton Street, Congleton
Cheshire CW12 IRS**

LOT 10

INVESTMENT OPPORTUNITY PRO-
DUCING £12,300 PER ANNUM
CURRENTLY SPLIT
GROUND FLOOR LET ON A LICENCE
FROM NOVEMBER 2012 FOR 24
MONTHS AT A RENT OF £4,500 PER
ANNUM

Accommodation comprises
FIRST AND SECOND FLOOR LEVELS:
Two self contained one bedroom
apartments both of which are let at a
rent of £3,900 per annum each



Legal Representative: **Bowcock and Pursaill**
2 Ridge House, Ridge House Drive, Festival Park, Staffordshire ST1 5SJ.
Tel: 01782 200 000
Acting: Emma Gould

**GUIDE PRICE
£120,000**



APPLY: Leek Office 01538 383 344 email: info@buryandhilton.co.uk

**24 Watson Street, PENKHULL,
Stoke-on-Trent, Staffordshire ST4 7EY**

LOT 11

TWO BEDROOMED MID TERRACED
HOUSE CLOSE TO HOSPITAL
COMPLEX



Legal Representative: **Walters and Plaskitt**
19 Glebe Street, Stoke on Trent ST4 1JG. Tel: 01782 845807
Acting: Jim Walker

**GUIDE PRICE
£40,000 plus**



APPLY: Milton Office 01782 538 008 email: milton@louis-taylor.co.uk

16 Tower Square, TUNSTALL, Stoke-on-Trent, Staffordshire ST6 5AB

LOT 12

INVESTMENT OPPORTUNITY
LET TO ARTHUR CHATWIN AND CO
PRODUCING £7,200 PER ANNUM.
10 YEAR LEASE FROM 17th MARCH 2010
SUBJECT TO BREAK CLAUSE 2015.

Accommodation comprises
GROUND FLOOR:
Retail Area, Preparation Area,
Staff Toilets

FIRST FLOOR:
Ancillary Store and Staff Room



Legal Representative: **J Pearlman and Co.,**
1 Newman House, Russell Parade, Golders Green Road,
London NW11 9PB
Acting: Mr Allan Becker allanbecker33@gmail.com



APPLY: Hanley Office 01782 260 222 email: all@louis-taylor.co.uk

GUIDE PRICE
£50,000 plus

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the mark of
property
professionalism
worldwide

Common Auction Conditions

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

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

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

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

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

Agreed completion date
Subject to **condition** G9.3:
(a) the date specified in the **special conditions**; or
(b) if no date is specified, 20 **business days** after the **contract date**; but if that date is not a **business day** the first subsequent **business day**.

Approved financial institution
Any bank or building society that has signed up to

the Banking Code or Business Banking Code or is otherwise acceptable to the **auctioneers**.

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

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

Auction
The auction advertised in the **catalogue**.

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

Auctioneers
The auctioneers at the **auction**.

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

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

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

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

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

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

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

Documents
Documents of title (including, if title is registered, the entries on the register and the title plan) and other documents listed or referred to in the **special conditions** relating to the **lot**.
Financial charge
A charge to secure a loan or other financial indebtedness (not including a rentcharge).

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

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

Lot
Each separate property described in the **catalogue**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VAT
Value Added Tax or other tax of a similar nature.

VAT option
An option to tax.

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

You (and your)
Someone who has a copy of the **catalogue** or who attends or bids at the **auction**, whether or not a **buyer**.

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

A2 Our role
A2.1 As agents for each **seller** we have authority to:
(a) prepare the **catalogue** from information supplied by or on behalf of each **seller**;
(b) offer each **lot** for sale;
(c) sell each **lot**;
(d) receive and hold deposits;
(e) sign each **sale memorandum**; and
(f) treat a **contract** as repudiated if the **buyer** fails to sign a **sale memorandum** or pay a deposit as required by these **auction conduct conditions**.
A2.2 **Our** decision on the conduct of the **auction** is final.
A2.3 **We** may cancel the **auction**, or alter the order in which **lots** are offered for sale. **We** may also combine or divide **lots**. A **lot** may be sold or withdrawn from sale prior to the **auction**.

A2.4 **You** acknowledge that to the extent permitted by law **we** owe **you** no duty of care and **you** have no claim against **us** for any loss.
A3 Bidding and reserve prices
A3.1 All bids are to be made in pounds sterling exclusive of any applicable **VAT**.
A3.2 **We** may refuse to accept a bid. **We** do not have to explain why.
A3.3 If there is a dispute over bidding **we** are entitled to resolve it, and **our** decision is final.
A3.4 Unless stated otherwise each **lot** is subject to a reserve price (which may be fixed just before the **lot** is offered for sale). If no bid equals or exceeds that reserve price the **lot** will be withdrawn from the **auction**.
A3.5 Where there is a reserve price the **seller** may bid (or ask **us** or another agent to bid on the **seller's** behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. **You** accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the **seller**.
A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the **seller** might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always – as the **seller** may fix the final reserve price just before bidding commences.

A3.7 If the **buyer** does not comply with its obligations under the **contract** then:
(a) **you** are personally liable to buy the **lot** even if **you** are acting as an agent; and
(b) **you** must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.
A3.8 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 £1,000 (or the total **price**, if less). A **special condition** may, however, require a higher minimum deposit.
A6.2 The buyer will pay an administration fee of £250 inclusive of VAT to us for each lot purchased at the auction, prior to the auction or post auction in addition to the deposit.
A6.3 The buyer will provide proof of identity and residency to us.
A6.4 **We** may accept payment by debit or credit card. Credit card payments carry a 2.5% surcharge.

General conditions
The **general conditions** (including any extra general conditions) apply to the **contract** except to the extent that they are varied by **special conditions** or by an **addendum**.
G1. The lot
G1.1 The **lot** (including any rights to be granted or reserved, and any exclusions from it) is described in the **special conditions**, or if not so described the **lot** is that referred to in the **sale memorandum**.
G1.2 The **lot** is sold subject to any **tenancies** disclosed by the **special conditions**, but otherwise with vacant possession on **completion**.
G1.3 The **lot** is sold subject to all matters contained or referred to in the **documents**, but excluding any **financial charges**: these the **seller** must discharge on or before **completion**.
G1.4 The **lot** is also sold subject to such of the following as may affect it, whether they arise before or after the **contract date** and whether or not they are disclosed by the **seller** or are apparent from inspection of the **lot** or from the **documents**:
(a) matters registered or capable of registration as local land charges;
(b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
(c) notices, orders, demands, proposals and requirements of any competent authority;
(d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
(e) rights, easements, quasi-easements, and

A4 The particulars and other information
A4.1 **We** have taken reasonable care to prepare **particulars** that correctly describe each **lot**. The **particulars** are based on information supplied by or on behalf of the **seller**. **You** need to check that the information in the **particulars** is correct.
A4.2 If the **special conditions** do not contain a description of the **lot**, or simply refer to the relevant

lot number, you take the risk that the description contained in the **particulars** is incomplete or inaccurate, as the **particulars** have not been prepared by a conveyancer and are not intended to form part of a legal contract.
A4.3 The **particulars** and the **sale conditions** may change prior to the **auction** and it is **your** responsibility to check that **you** have the correct versions.
A4.4 If **we** provide information, or a copy of a document, provided by others **we** do so only on the basis that **we** are not responsible for the accuracy of that information or document.

A5 The contract
A5.1 A successful bid is one **we** accept as such (normally on the fall of the hammer). This **condition** A5 applies to **you** if **you** make the successful bid for a **lot**.
A5.2 **You** are obliged to buy the **lot** on the terms of the **sale memorandum** at the **price** you bid plus **VAT** (if applicable).
A5.3 **You** must before leaving the **auction**:
(a) provide all information **we** reasonably need from **you** to enable us to complete the **sale memorandum** (including proof of your identity if required by us);
(b) sign the completed **sale memorandum**; and
(c) pay the deposit.
A5.4 If **you** do not **we** may either:
(a) as agent for the **seller** treat that failure as **your** repudiation of the **contract** and offer the **lot** for sale again: the **seller** may then have a claim against **you** for breach of contract; or
(b) sign the **sale memorandum** on **your** behalf.

A5.5 The deposit:
(a) is to be held as stakeholder where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**, but otherwise is to be held as stated in the **sale conditions**; and
(b) must be paid in pounds sterling by cheque or by bankers' draft made payable to **us** on an **approved financial institution**. The extra auction conduct conditions may state if **we** accept any other form of payment.
A5.6 **We** may retain the **sale memorandum** signed by or on behalf of the **seller** until the deposit has been received in cleared funds.
A5.7 If the **buyer** does not comply with its obligations under the **contract** then:
(a) **you** are personally liable to buy the **lot** even if **you** are acting as an agent; and
(b) **you** must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.
A5.8 Where the **buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**.

A6 Extra Auction Conduct Conditions
A6.1 Despite any **special condition** to the contrary the minimum deposit **we** accept is £1,000 (or the total **price**, if less). A **special condition** may, however, require a higher minimum deposit.
A6.2 The buyer will pay an administration fee of £250 inclusive of VAT to us for each lot purchased at the auction, prior to the auction or post auction in addition to the deposit.
A6.3 The buyer will provide proof of identity and residency to us.
A6.4 **We** may accept payment by debit or credit card. Credit card payments carry a 2.5% surcharge.

A7 The deposit
A7.1 The **lot** does not include any tenant's or trade fixtures or fittings.
A7.2 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.
A7.3 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.
A7.4 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

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

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 as 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 outgoing 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 outgoing 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 outgoing 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 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** 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:
(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 **seller's** successor in title a covenant in favour of the **buyer** in similar form to part 3 of this **condition** G11.
G11.9 Where the **seller** has the right to recover **arrears** it must not without the **buyer's** written consent bring insolvency proceedings against a tenant or seek the removal of goods from the **lot**.

G12. Management

G12.1 This **condition** G12 applies where the **lot** is sold subject to **tenancies**.
G12.2 The **seller** is to manage the **lot** in accordance with its standard management policies pending **completion**.
G12.3 The **seller** must consult the **buyer** on all management issues that would affect the **buyer** after **completion** (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a **tenancy**; or a new tenancy or agreement to grant a new tenancy) and:
(a) the **seller** must comply with the **buyer's** reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the **seller** to a liability that the **seller** would not otherwise have, in which case the **seller** may act reasonably in such a way as to avoid that liability;
(b) if the **seller** gives the **buyer** notice of the **seller's** intended act and the **buyer** does not object within five **business days** giving reasons for the objection the **seller** may act as the **seller** intends; and
(c) the **buyer** is to indemnify the **seller** against all loss or liability the **seller** incurs through acting as the **buyer** requires, or by reason of delay caused by the **buyer**.

G13. Rent deposits

G13.1 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** the 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 **agreed completion date**.

G18. Landlord and Tenant Act 1987

G18.1 This **condition** G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.
G18.2 The **seller** warrants that the **seller** has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

G19. Sale by practitioner

G19.1 This **condition** G19 applies where the sale is by a **practitioner** either as **seller** or as agent of the **seller**.
G19.2 The **practitioner** has been duly appointed and is empowered to sell the **lot**.
G19.3 Neither the **practitioner** nor the firm or any member of the firm to which the **practitioner** belongs has any personal liability in connection with the sale or the performance of the **seller's** obligations. The **transfer** is to include a declaration excluding that personal liability.
G19.4 The **lot** is sold:
(a) in its condition at **completion**;
(b) for such title as the **seller** may have; and
(c) with no title guarantee; and the **buyer** has no right to terminate the contract or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.
G19.5 Where relevant:
(a) the **documents** must include certified copies of those under which the **practitioner** is appointed, the document of appointment and the **practitioner's** acceptance of appointment; and
(b) the **seller** may require the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The **buyer** understands this **condition** G19 and agrees that it is fair in the circumstances of a sale by a **practitioner**.
G20. TUPE
G20.1 If the **special conditions** state "There are no employees to which **TUPE** applies", this is a warranty by the **seller** to this effect.
G20.2 If the **special conditions** do not state "There are no employees to which **TUPE** applies" the following paragraphs apply:
(a) The **seller** must notify the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion** (the "Transferring Employees"). This notification must be given to the **buyer** not less than 14 days before **completion**.
(b) The **buyer** confirms that it will comply with its obligations under **TUPE** and any **special conditions** in respect of the Transferring Employees.
(c) The **buyer** and the **seller** acknowledge that pursuant and subject to **TUPE**, the contracts of employment between the Transferring Employees and the **seller** will transfer to the **buyer** on **completion**.
(d) The **buyer** is to keep the **seller** indemnified against all liability for the Transferring Employees after **completion**.

G21. Environmental

G21.1 This **condition** G21 only applies where the **special conditions** so provide.
G21.2 The **seller** has made available such reports as the **seller** has as to the environmental condition of the **lot** and has given the **buyer** the opportunity to carry out investigations (whether or not the **buyer** has read those reports or carried out any investigation) and the **buyer** admits that the **price** takes into account the environmental condition of the **lot**.
G21.3 The **buyer** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the **lot**.

G22. Service Charge

G22.1 This **condition** G22 applies where the **lot** is sold subject to **tenancies** that include service charge provisions.
G22.2 No apportionment is to be made at **completion** in respect of service charges.
G22.3 Within two months after **completion** the **seller** must provide to the **buyer** a detailed service charge account for the service charge year current on **completion** showing:
(a) service charge expenditure attributable to each **tenancy**;
(b) payments on account of service charge received from each tenant;
(c) any amounts due from a tenant that have not been received;
(d) any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.
G22.4 In respect of each **tenancy**, if the service charge account shows that:
(a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the **seller** must pay to the **buyer** an amount equal to the excess when it provides the

service charge account;
(b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds; but in respect of payments on account that are still due from a tenant **condition** G11 (**arrears**) applies.
G22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay the expenditure incurred in respect of the period before **actual completion date** and the **buyer** must pay the expenditure incurred in respect of the period after **actual completion date**. Any necessary monetary adjustment is to be made within five **business days** of the **seller** providing the service charge account to the **buyer**.
G22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
(a) the **seller** must pay it (including any interest earned on it) to the **buyer** on **completion**; and
(b) the **buyer** must covenant with the **seller** to hold it in accordance with the terms of the **tenancies** and to indemnify the **seller** if it does not do so.

G23. Rent reviews

G23.1 This **condition** G23 applies where the **lot** is sold subject to a **tenancy** under which a rent review due on or before the **actual completion date** has not been agreed or determined.
G23.2 The **seller** may continue negotiations or rent review proceedings up to the **actual completion date** but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the **buyer**, such consent not to be unreasonably withheld or delayed.
G23.3 Following **completion** the **buyer** must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the **seller**, such consent not to be unreasonably withheld or delayed.
G23.4 The **seller** must promptly:

(a) give to the **buyer** full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
(b) use all reasonable endeavours to substitute the **buyer** for the **seller** in any rent review proceedings.
G23.5 The **seller** and the **buyer** are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
G23.6 When the rent review has been agreed or determined the **buyer** must account to the **seller** for any increased rent and interest recovered from the tenant that relates to the **seller's** period of ownership within five **business days** of receipt of cleared funds.
G23.7 If a rent review is agreed or determined before **completion** but the increased rent and any interest recoverable from the tenant has not been received by **completion** the increased rent and any interest recoverable is to be treated as **arrears**.
G23.8 The **seller** and the **buyer** are to bear their own costs in relation to rent review negotiations and proceedings.

G24. Tenancy renewals

G24.10 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.
G24.20 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.
G24.30 If the **seller** receives a notice the **seller** must send a copy to the **buyer** within five **business days** and act as the **buyer** reasonably directs in relation to it.
G24.4 Following **completion** the **buyer** must:
(a) with the co-operation of the **seller** take immediate steps to substitute itself as a party to any proceedings;
(b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the **tenancy** and the determination of any interim rent

as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
(c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed **tenancy**) account to the **seller** for the part of that increase that relates to the **seller's** period of ownership of the **lot** within five **business days** of receipt of cleared funds.
G24.5 The **seller** and the **buyer** are to bear their own costs in relation to the renewal of the **tenancy** and any proceedings relating to this.

G25. Warranties

G25.1 Available warranties are listed in the **special conditions**.
G25.2 Where a warranty is assignable the **seller** must:
(a) on **completion** assign it to the **buyer** and give notice of assignment to the person who gave the warranty; and
(b) apply for (and the **seller** and the **buyer** must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by **completion** the warranty must be assigned within five **business days** after the consent has been obtained.
G25.3 If a warranty is not assignable the **seller** must after **completion**:
(a) hold the warranty on trust for the **buyer**; and
(b) at the **buyer's** cost comply with such of the lawful instructions of the **buyer** in relation to the warranty as do not place the **seller** in breach of its terms or expose the **seller** to any liability or penalty or cost.

G26. No assignment

The **buyer** must not assign, mortgage or otherwise transfer or part with the whole or any part of the **buyer's** interest under this **contract**.

G27. Registration at the Land Registry

G27.1 This condition G27.1 applies where the **lot** is leasehold and its sale either triggers first registration or is a registrable disposition. The **buyer** must at its own expense and as soon as practicable:
(a) procure that it becomes registered at Land Registry as proprietor of the **lot**;

(b) procure that all rights granted and reserved by the lease under which the **lot** is held are properly noted against the affected titles; and
(c) provide the **seller** with an official copy of the register relating to such lease showing itself registered as proprietor.
G27.2 This condition G27.2 applies where the **lot** comprises part of a registered title. The **buyer** must at its own expense and as soon as practicable:
(a) apply for registration of the **transfer**;
(b) provide the **seller** with an official copy and title plan for the **buyer's** new title; and
(c) join in any representations the **seller** may properly make to Land Registry relating to the application.

G28. Notices and other communications

G28.1 All communications, including notices, must be in writing. Communication to or by the **seller** or the **buyer** may be given to or by their conveyancers.
G28.2 A communication may be relied on if:
(a) delivered by hand; or
(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
(c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the **sale memorandum**) by a postal service that offers normally to deliver mail the next following **business day**.
G28.3 A communication is to be treated as received:
(a) when delivered, if delivered by hand; or
(b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a **business day** a communication is to be treated as received on the next **business day**.
G28.4 A communication sent by a postal service that offers normally to deliver mail the next following **business day** will be treated as received on the second **business day** after it has been posted.

G29. Contracts (Rights of Third Parties) Act 1999

No one is intended to have any benefit under the **contract** pursuant to the Contract (Rights of Third Parties) Act 1999.

COMMERCIAL EPC's

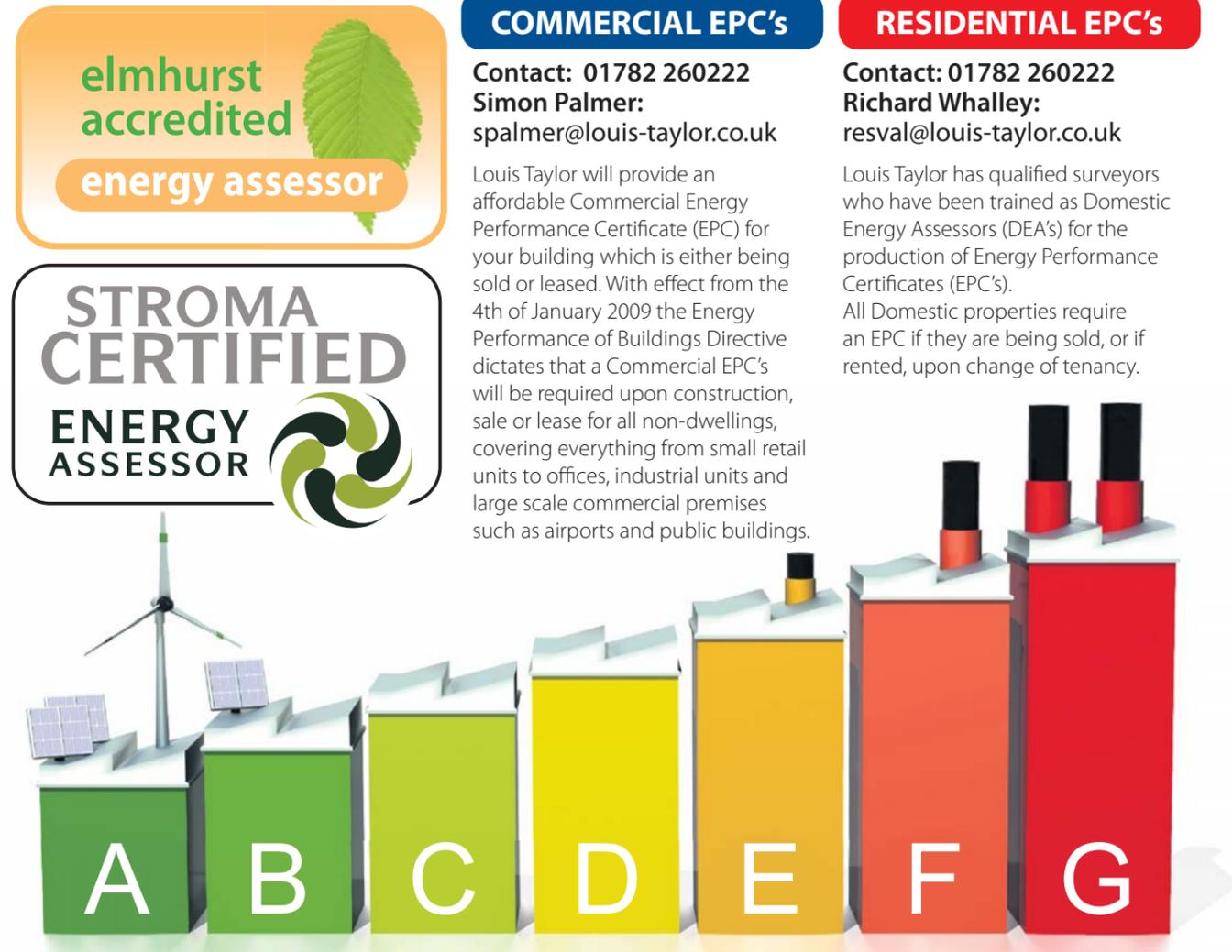
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a Brighter
Future

or a Disaster
waiting to
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3 Defects which are serious and/or need to be repaired, replaced or investigated urgently. 

2 Defects were noted that will need repairing or replacing but are not considered urgent or serious. Maintain the property in a normal manner. 

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Louis Taylor

General conditions of sale applicable to all lots insofar as they are not inconsistent with conditions and/or special conditions in the contract for each lot.

1. Each purchaser shall be deemed to purchase with full knowledge of all the conditions subject to which the property is sold.

2. The successful bidder shall (1) pay a 10% deposit or £1,000 whichever is the greater, and (2) sign a contract or memorandum thereof before leaving the auction room and (3) pay an administration fee of £250 including VAT.

3. The successful bidder must immediately after the fall of the hammer provide proof of their identity and evidence of their address. This can include a current driving licence or current signed passport plus a recent utility bill, Bank or Building Society statement (a full list of acceptable document can be provided by the Auctioneer). If the successful bidder is buying on behalf of someone else then the actual buyer will also be required to provide details and these will be requested from the buyer's solicitor following the auction. Original documentation MUST be provided, photocopies are not acceptable.

4. If a person attending the sale intends to bid on the behalf of some other person or company, he shall, before the sale commences, hand the auctioneer a note of the name and address of that person or company, failing which, the Auctioneer shall be entitled, at any time prior to completion, to treat the bidder as the contractual Purchaser whether or not the auction contract was signed for or on behalf of some other person or company.

5. On each lot being knocked down the successful bidder must, upon being asked by the Auctioneer or the Auctioneer's Clerk, give his name and address and if appropriate the name and the address of the person or company on whose behalf he has been bidding and in default the Auctioneer shall be entitled to re-offer that property for sale as if it had not been previously knocked down.

6. (a) Bidding - All bids shall be made clearly. The Auctioneer reserves the right to regulate bidding and to refuse undesirable bids. The Vendor reserves the right to bid up to the reserve price or to authorise the Auctioneer to do so. In the event of and dispute in respect of the conduct of the auction the Auctioneer's decision is final.

(b) Each lot is offered subject to a reserve price unless otherwise stated.

7. If a cheque given for payment of a deposit is dishonoured on presentation or if the successful bidder fails to pay such a deposit, the Vendor shall be entitled (but shall not be bound) to treat such dishonour or failure as a repudiation of contract.

8. The purchaser shall be deemed to have made local land charge searches and prudent enquiries of the relevant local and other authorities and entities and have knowledge of all matters that would be disclosed thereby and shall purchase subject to all matters.

9. The property is believed to be correctly described as to quantity and otherwise but without responsibility of the Auctioneer or the Vendor and not implying a statement or representation of fact. All measurements stated are approximate only. Any error, omission or misstatement found in the particulars or conditions shall not annul the sale or entitle the Purchaser to any compensation in respect thereof. Auctioneers shall be under no financial liability in respect of any matters arising out of the auction or the particulars or conditions of sale.

10. Auctioneers reserve the right to sell prior to the Auction.

11. The vendor reserves the right to alter or add to the said particulars and conditions of sale at any time prior to the sale.

12. Nothing herein contained shall be deemed to constitute any warranty by the Vendor or the Auctioneers that the property or any part thereof is authorised under the planning acts, leases or otherwise for use for any specific purpose.

13. Notwithstanding anything in these conditions or in the particulars contained or referred to no representation warranty or condition either collaterally or directly or indirectly shall be made or implied howsoever arising either as to the state or condition of the property or any part thereof or as to whether the same is subject to any resolution, scheme, development or order, improvement plan, improvement notice or scheme, sanitary notice or intimation notice or statutory proposals, or as to whether any property is in an area where redevelopment is proposed or is subject to a road widening proposal or scheme or any other matter whatsoever.

The purchaser shall be deemed to purchase in all respects subject thereto whether or not the Purchaser makes any enquiry and neither the Vendor nor the Auctioneers shall be required or bound to inform the Purchaser of any such matters whether known to them or not and the Purchaser shall raise no enquiry, requisition or objection thereon or on any such matters as aforesaid and neither the Vendor nor the Auctioneers shall be in any way liable in respect of such matters or failure to disclose the same, it being solely the duty of the Purchaser to be satisfied at the Purchaser's own risk in respect of the above matters.

14. It shall be the Purchaser's responsibility to be satisfied before making a bid as to the accuracy of the particulars contained in the particulars of sale. (Not all properties are inspected by the Auctioneers). Service, central heating systems etc have not been tested. Any plans are for identification purposes only and do not form part of the contract. All areas and dimensions are approximate only.

15. The Purchaser hereby admits and confirms that the Purchaser:

- has inspected the property.
- has obtained advice and information with regard thereto independently to the Vendor and the Auctioneers.
- in relation to the property that the Purchaser has not acted in reliance or nor been induced to enter into a purchase by any representations, warranties or statements made by or on behalf of the Vendor or the Auctioneers other than such as may have been given or confirmed by the Vendor's solicitors on behalf of the Vendor in any written reply to any enquiry made by or on behalf of the Purchaser before the auction.

16. Each bidder shall be deemed to be personally liable on making an accepted bid even though he shall purport to act as agent for a principal and despite him purporting to sign a memorandum in a representative capacity so that their liability under the contract shall be joint and several.

17. The successful bidder is under a binding contract upon the fall of Auctioneer's the hammer and thereafter the property is at the Purchaser's risk including insurance.

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Auction Date

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8th March 2013.....		16th April 2013
24th May 2013.....		2nd July 2013
2nd August 2013.....		10th September 2013
4th October 2013.....		12th November 2013

For more information regarding our Property Auction Sales or to enter a property into one of our sales, please contact Simon Palmer on 01782 260222 or spalmer@louis-taylor.co.uk



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