

Tuesday 23rd
June 2020

Property auction catalogue

This sale will be
conducted **Online**
Only please contact
us if you require any
further information
0800 090 2200

DARLOWS



Proof of identity and address

All prospective bidders must register and provide proof of identity and address to the Auctioneers prior to the start of the sale.

Original documents **MUST** be provided.

Photocopies are **NOT** acceptable.

You will need to register before the auction starts if you are intending to bid, as we are required to verify anyone who offers, bids, or buys at Darlows auctions.

In each case, for proof of ID we will need one item from List A, (if you cannot produce any of the items on list A, then you must produce two of the items on list B). For proof of address one item from List C (If an item is used from List B for the purposes of identity, the same item may NOT be used for the purposes of proof of address) Failure to produce the correct ID will mean you will NOT be eligible to bid on the night.

There are a few options available to you:

- Go to any of our 17 branches, or head office, with your original paperwork, we will then verify for you free of charge
- The Post Office can verify up to three forms of identification, there is however a charge for this service
- A professional body (solicitor, accountant etc.) can also certify your ID and directly send it on your behalf to auctions@bjbmail.com (please note these parties may make a charge directly to you)
- You can bring the relevant documents to the auction venue between 5.00pm and 6.30pm to register free of charge

If you intend to bid via the Internet, Telephone or Proxy, we will require this information prior to the day of the auction. If we do not receive certified identification, we will be unable to bid on your behalf.

If you are bidding on behalf of a company, you will also need to show a copy of the Certificate of Incorporation, a list of directors and a letter of authority on Company letterhead, signed by a company director, prior to signing the contract.

LIST A – PROOF OF ID

- Current valid (signed) full UK Passport.
- Current valid (signed) overseas Passport.
- Current UK Photocard Driving Licence (provisional acceptable).
- Current EU Photocard Driving Licence.
- Current valid EEA Member State ID card.
- Current biometric residence permit issued by UK Border Agency.
- Current Firearms/Shotgun Certificate.

LIST B – PROOF OF ID

- Bank, Building Society or Credit Union Statement dated within the last 3 months (not printed off the internet).
- Benefits or pensions notification letter confirming the right to benefit.
- Blue disabled drivers pass.
- Current UK paper driving licence.
- Local authority tax bill/council tax bill (we can only accept bills dated until the end of June of the year the client contract is signed).
- Medical Card/Certificate.
- National Insurance Card.
- UK Birth Certificate.
- Utility Bill/Utility Statement or Certificate/Letter from a supplier of utilities dated within the last 3 months.

LIST C – PROOF OF ADDRESS

- Bank Statement (dated in the last three months) - may be an e-copy
- Credit Card Statement (dated in the last three months) - may be an e-copy
- Council Tax bill (we can only accept bills dated until the end of June of the year the client contract is signed)
- Current mortgage statement (correspondence address and address the mortgage applies to must be the same)
- Current TV licence
- Driving licence showing current address (paper OR card version) (provisional acceptable) (not acceptable if used as ID)
- Homeowner's current home insurance policy schedule
- Home service provider bill, such as broadband or digital TV dated within the last three months
- Letter from the employer on company headed paper, signed and dated within the last three months (an email from a verified company email address is acceptable)
- Recent documentation confirming the applicant will be/is receiving local housing allowance or housing benefit
- Tenancy agreement signed and dated within the last six months (the customer being checked must be a named tenant on the tenancy agreement)
- Utility bill dated within the last three months
- Letter from the NHS writing to confirm the customer is living at the address
- Letter from bank to confirm the customer is living at the property - no other bank letter is acceptable

THE FOLLOWING FORMS OF PROOF OF ADDRESS ARE NOT ACCEPTABLE

1. HM Revenue & Customs documents
2. Letters from accountants or solicitors
3. Mobile phone bills
4. NHS medical card

Property auction buyer's guide

Buying at auction is becoming far more popular with the public, many of whom have never previously attended a property auction.

We have drawn up some basic guidelines to ensure that clients maximise their opportunity to take advantage of such a wide variety of properties available at one venue.

- Think ahead, **Darlows** hold regular auction sales with a catalogue printed some weeks in advance. Either buy a catalogue from one of our offices or download one FREE of charge from our website www.darlows.co.uk
- Read the catalogue carefully. Each of our properties carries a brief description. Read our details thoroughly and identify the properties you are interested in.
- Take a look at the property you are interested in. Contact the office listed for viewing arrangements or see the relevant viewing schedule.
- Take legal advice. Purchasing a property at auction is a firm commitment that carries the same legal implications as a signed contract by private treaty. In most cases we have copies of legal documents in our possession, or your solicitor may wish to contact the vendor's solicitor, these legal packs can often be downloaded from our website.
- Read the general conditions of sale at the rear of the catalogue.
- Get a copy of the addendum. These are available online and contain any late amendments, information or alterations.
- Plan ahead if you require mortgage assistance. Note that prospective purchasers should have the necessary mortgage advice well in advance of future auctions.
- Leave time to get a valuation done if required. Your mortgage finance may be reliant upon the results, not to mention your peace of mind.
- Organise your deposit before the auction. We ask for 10% deposit (subject to a minimum of £1000) once the property is knocked down to you, payable on signing contracts on the day of the auction. Your bank or building society should be made aware of this. The balance of the monies will normally be due within 20 working days of the sale. In addition you have to pay to the auctioneer an administration fee of £995 plus VAT if you purchase at the auction, prior to the auction or post auction. Cheques made payable to Darlows. Deposits must be paid by bankers draft, personal/business cheque or debit card.
- Make sure the Auctioneer has your bid, by clearly indicating with catalogue or hand.
- Ensure that you have registered with us before the auction starts, and supplied your two forms of identification. You can do this on the night of the auction, just arrive a bit early to give yourself enough time, or you can go into any of our 17 High Street branches prior to the sale and they will certify you ID free of charge. Original documents MUST be provided, photocopies are NOT acceptable. We will also accept certified ID sent direct from a solicitor or professional body.

- Check that the properties included in the catalogue will be offered on the day of the sale. Some may be withdrawn, and some may be sold prior to auction.
- Keep calm. Our Auctioneers understand the pressure that first time auction buyers can experience in the sale room, and will be as helpful as possible.
- Arrive in plenty of time. It is useful to get some knowledge of how sales are conducted by seeing other lots being sold.
- If the lot you're bidding for fails to make its reserve it may be that the vendor will decide to accept your bid later so make sure you leave your details with us.
- Be ready to sign immediately when the hammer falls. We shall have a copy of the contract available soon after the hammer falls.
- Be positive, with the right forward planning and research you will find an auction a speedy and simple way of buying a property.
- This catalogue contains details about properties being sold at auction. Those details are subject to change up to and including the day of the auction. Please check our website regularly at darlows.co.uk and look out for any additional materials available on the day of the auction, in order to stay fully informed with the up to date information.
- **Guide Price:** An indication of the seller's current minimum acceptable price at auction. The guide price or range of guide prices is given to assist consumers in deciding whether or not to pursue a purchase. It is usual, but not always the case, that a provisional reserve range is agreed between the seller and the auctioneer at the start of marketing. As the reserve is not fixed at this stage and can be adjusted by the seller at any time up to the day of the auction in the light of interest shown during the marketing period, a guide price is issued. This guide price can be shown in the form of a minimum and maximum price range within which an acceptable sale price (reserve) would fall, or as a single price figure within 10% of which the minimum acceptable price (reserve) would fall. A guide price is different to a reserve price (see separate definition). Both the guide price and the reserve price can be subject to change up to and including the day of the auction.
- **Reserve Price:** the seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. The reserve price is not disclosed and remains confidential between the seller and the auctioneer. Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

Order of sale (unless previously sold or withdrawn)

The Best Western Moat House Hotel, Stoke-on-Trent, ST1 5BQ

Tuesday 23rd June 2020



- 9 187 Abercynon Road, Abercynon, CF45 4LU
- 2 20 Beaufort Rise, Beaufort, Ebbw Vale, Blaenau Gwent NP23 5JY
- 7 87 & 87a Bethcar Street, Ebbw Vale, Blaenau Gwent, NP23 6HN
- 13 18 Brondeg Street, Tylorstown, Ferndale, CF43 3AS
- 4 8 Coronation Road, Six Bells, Abertillery, Blaenau Gwent, NP13 2PJ
- 3 3 & 4 East Market Street, Pill, Newport, NP20 2AY
- 11 197 East Road, Tylorstown, Ferndale, CF43 3BY
- 5 1 High Street, Abertdriwr, Caerphilly, CF83 4DD
- 1 36 Morganwyg Street, Trehafod, Pontypridd, CF37 2LT
- 6 Yr Hen Bopty, Rear of Sheppard Street, Pwllgwaun, Pontypridd, CF37 1HT
- 12 124 Trealaw Road, Tonypandy CF40 2NP
- 8 Land adj 1 Woodfield Terrace, Trehafod, Pontypridd, CF37 2NR
- 10 52 Worcester Street, Brynmawr, Blaenau Gwent, NP23 5JP

- 1 36 Morganwyg Street, Trehafod, Pontypridd, CF37 2LT
- 2 20 Beaufort Rise, Beaufort, Ebbw Vale, Blaenau Gwent NP23 5JY
- 3 3 & 4 East Market Street, Pill, Newport, NP20 2AY
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- 6 Yr Hen Bopty, Rear of Sheppard Street, Pwllgwaun, Pontypridd, CF37 1HT
- 7 87 & 87a Bethcar Street, Ebbw Vale, Blaenau Gwent, NP23 6HN
- 8 Land adj 1 Woodfield Terrace, Trehafod, Pontypridd, CF37 2NR
- 9 187 Abercynon Road, Abercynon, CF45 4LU
- 10 52 Worcester Street, Brynmawr, Blaenau Gwent, NP23 5JP
- 11 197 East Road, Tylorstown, Ferndale, CF43 3BY
- 12 124 Trealaw Road, Tonypandy CF40 2NP
- 13 18 Brondeg Street, Tylorstown, Ferndale, CF43 3AS

This catalogue contains details about properties being sold at auction. Those details are subject to change up to and including the day of the auction. **Please check our website regularly at darlows.co.uk** and look out for any additional materials available on the day of the auction, in order to stay fully informed with the up to date information.

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Reserve Price: The seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. The reserve price is not disclosed and remains confidential between the seller and the auctioneer. Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

DARLows

www.darlows.co.uk

Proof of identity and address

A buyer's administration fee of £995 plus VAT is applicable to all lots sold at, pre or post auction

All potential bidders will need to register prior to the auction, and provide proof of identity and address to enable you to bid at our sales. (See 'Proof of Identity' at front of the catalogue).

If the buyer's details are different from the successful bidder's, then the buyer will also be required to submit their details as above. If the successful bidder is buying on behalf of a company we also require a letter from that company on their letterhead authorising the bidder to bid on their behalf, the bidder will still be required to produce their details as above.

Every buyer will be photographed at the auction before the contract is signed.

DARLOWS

www.darlows.com

LOT

1

36 Morganwyg Street, Trehafod, Pontypridd, CF37 2LT

*GUIDE PRICE £55,000



- Mid-terrace house
- Three bedrooms
- Two reception rooms
- First floor bathroom
- In need of modernisation
- Rear yard with access
- Village location
- EPC - TBC



Legal Representative

Spicketts and Battrick

Jason strange

02920 468695

Jason@sbwales.com

Apply: Darlows Pontypridd Tel: 01443 400111 Email: Pontypridd@darlows.co.uk

View property auction results at www.darlows.co.uk

LOT

2

20 Beaufort Rise, Beaufort, Ebbw Vale, Blaenau Gwent,
NP23 5JY

*GUIDE PRICE £95,000



- Link detached house
- Four bedrooms
- Two reception rooms
- Attic room
- Garage
- Highly sought after location
- EPC - E



Legal Representative

David Thickins

Fonseca Law

01495 303124

davidthickins@fonsecalaw



Apply: Brynmawr Tel: 01495 310755 Email: brynmawr@darlows.co.uk

LOT

3

3-4 East Market Street, Pill, Newport, NP20 2AY

*GUIDE PRICE £60,000



- Link detached Coach House
- One bedroom dwelling above
- In need of renovation and repair
- Workshop/Garage Space
- Close to City Centre
- EPC - D



Legal Representative

TBC

Apply: Albany Road Tel: 029 2046 4447 Email: albany.road@darlows.co.uk

View property auction results at www.darlows.co.uk

We offer a whole range of no obligation advice. **Book your appointment now.**

Just mortgage and protection advice

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- ✓ Self Employed
- ✓ Let To Buy*
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- ✓ Debt Consolidation
- ✓ Buy To Let*
- ✓ Life Insurance
- ✓ Critical Illness Cover
- ✓ Income Protection
- ✓ Buildings & Contents Insurance
- ✓ Accident Sickness & Unemployment Cover

THINK CAREFULLY BEFORE SECURING OTHER DEBTS AGAINST YOUR HOME/PROPERTY. YOUR HOME/PROPERTY MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE

**Just
Mortgages**



Backed by
HM Government

*Some buy to let and let to buy mortgages are not regulated by the Financial Conduct Authority



LOT

4

8 Coronation Road, Six Bells, Abertillery, Blaenau Gwent,
NP13 2PJ

*GUIDE PRICE £72,000



- Mid-terrace house
- Three double bedrooms
- Bay fronted
- First floor bathroom
- Front & Rear Gardens
- Six Bells Park Nearby
- EPC - D



Legal Representative

Convey Law

01633 223344

conveyancers@conveylaw.com

Apply: Brynmawr Tel: 01495 310755 Email: Brynmawr@darlows.co.uk

View property auction results at www.darlows.co.uk

LOT

5

1 High Street, Abertrdiwr, Caerphilly, CF83 4DD

*GUIDE PRICE £55,000



- First floor flat
- One bedroom
- One reception room
- Modern kitchen and bathroom
- High street location
- Currently let at £6,000 p/a
- EPC - E



Legal Representative

Convey Law

01633 223344

conveyancers@conveylaw.com

Apply: Caerphilly Darlows Tell: 029 20888555 Email: Caerphilly@Darlows.co.uk

LOT

6

Yr Hen bopty, Rear of Sheppard Street, Pwllgwaun,
Pontypridd, CF37 1HT

*GUIDE PRICE £65,000



- End-terrace house
- Three bedrooms
- Ground floor unfinished renovation
- Accommodation to first floor
- Garage to be completed
- Town centre location
- EPC -G



Legal Representative

Chris Edwards

Hutchinson Thomas solicitors

01639 640178

Christopher.edwards@hutchinsonthomas.com

Apply: Darlows Pontypridd Tel: 01443 400111 Email: Pontypridd@darlows.co.uk

View property auction results at www.darlows.co.uk

LOT
7

**87 & 87a Bethcar Street, Ebbw Vale, Blaenau Gwent,
NP23 6HN**

***GUIDE PRICE £95,000**



- Freehold building
- Comprising two 2 bed flats
- Currently let at £9,360 p/a
- Town centre location
- EPC - C



Legal Representative
TBC

Apply: Brynmawr Tel: 01495 310755 Email: brynmawr@darlows.co.uk

LOT

8

Land adj 1 Woodfield Terrace, Trehafod, Pontypridd,
CF37 2NR

*GUIDE PRICE £38,000 plus



- Parcel of land
- Outline planning
- Three bed detached dwelling
- Planning Ref: 17/1120/13
- Village location
- EPC – N/A

Legal Representative

Rhian Forward

GGP Law

01685 871133

Rhian.forward@ggplaw.co.uk

Apply: Darlows Pontypridd Tel: 01443 400111 Email: Pontypridd@darlows.co.uk

View property auction results at www.darlows.co.uk

LOT

9

187 Abercynon Road, Abercynon, CF45 4LU

*GUIDE PRICE £75,000



- End-terrace house
- Three bedrooms
- Two reception rooms
- Rear garden
- Village location
- Views
- EPC - F



Legal Representative

Jason Strange
Spicketts and Batrick
02920 461480
Jason@sbwales.com

Apply: Pontypridd Tel: 01443 400111 Email: Pontypridd@darlows.co.uk

LOT
10

**52 Worcester Street, Brynmawr, Blaenau Gwent,
NP23 5JP**

***GUIDE PRICE £50,000**



- Mid-terrace house
- Three bedrooms
- Two reception rooms
- Attic room
- In need of modernisation
- Outbuilding to rear
- Town centre location
- EPC - D



Legal Representative
TBC

Apply: Brynmawr Tel: 01495 310755 Email: Brynmawr@darlows.co.uk

View property auction results at www.darlows.co.uk

Offers:

- Portfolio reviews
- Advice on expanding investment portfolios and maximising returns
- Membership of our Investor Club
- Bespoke portfolio management services
- A single point of contact for investment landlords within the Investor Services Team
- One terms of business and agreed fee structure for investors with multi properties
- Hassle free takeover of management service for existing investment portfolios

Contact Kate Hurles
Head of Landlord Investment
07960 120267
investorservicesteam@spicerhaart.co.uk

DARLOWS

Investor Services Team



LOT

11

197 East Road, Tylorstown, Ferndale, CF43 3BY

*GUIDE PRICE £35,000



- Mid-terrace house
- Two bedrooms
- One reception rooms
- In need of modernisation
- Rear garden
- Village location
- EPC - TBC



Legal Representative

Lesley Pearce

Graeme John Solicitors

01443 423797

Lpearce@graemejohnsolicitors.co.uk

Apply: Darlows Tonypany Tel: 01443 436445 Email: Tonypany@darlows.co.uk

View property auction results at www.darlows.co.uk

LOT

12

124 Trealaw Road, Tonypandy, CF40 2NP

*GUIDE PRICE £50,000



- Detached house
- Three bedrooms
- Front and rear gardens
- Town centre location
- EPC - E

It is our understanding that there is Japanese Knotweed present on the property, we recommend that potential buyers make their own enquiries regarding its removal prior to bidding.



Legal Representative

Tayntons Solicitors
03330 145451
info@tayntons.co.uk

Apply: Darlows Tonypandy Tel: 01443 436445 Email: Tonypandy@darlows.co.uk

LOT

13

18 Brondeg Street, Tylorstown, Ferndale, CF43 3AS

*GUIDE PRICE £50,000



- Mid- terrace house
- 3 bedrooms
- Ground floor bathroom
- Enclosed rear garden
- Village location
- EPC - E

Legal Representative

Deb Pugh

Graeme John Solicitors

01443 423797

dpugh@graemejohnsolicitors.co.uk

Apply: Darlows Tonypandy Tel: 01443 436445 Email: Tonypandy@darlows.co.uk

View property auction results at www.darlows.co.uk

Common Auction Conditions

3rd Edition. Reproduced with the consent of  RICS

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

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 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**.

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**.

Important notice

A prudent buyer will, before bidding for a lot at an auction:

- Take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant;
- Read the conditions;
- Inspect the lot;
- Carry out usual searches and make usual enquiries;
- Check the content of all available leases and other documents relating to the lot;
- 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.

Auction Conduct Conditions

- A1 Introduction
- A1.1 Words in bold blue type have special meanings, which are defined in the Glossary.
- A1.2 The **catalogue** is issued only on the basis that **you** accept these **auction conduct conditions**. They govern **our** relationship with **you** and cannot be disappplied or varied by the **sale conditions** (even by a **condition** purporting to replace the whole of the Common Auction Conditions). They can be varied only if **we** agree.
- A2 **Our role**
- A2.1 As agents for each **seller** we have authority to:
- (a) prepare the **catalogue** from information supplied by or on behalf of each **seller**;
 - (b) offer each **lot** for sale;
 - (c) sell each **lot**;
 - (d) receive and hold deposits;
 - (e) sign each **sale memorandum**; and
 - (f) treat a **contract** as repudiated if the **buyer** fails to sign a **sale memorandum** or pay a deposit as required by these **auction conduct conditions**.
- A2.2 **Our** decision on the conduct of the **auction** is final.
- A2.3 **We** may cancel the **auction**, or alter the order in which **lots** are offered for sale. **We** may also combine or divide **lots**. A **lot** may be sold or withdrawn from sale prior to the **auction**.
- A2.4 **You** acknowledge that to the extent permitted by law **we** owe **you** no duty of care and **you** have no claim against **us** for any loss.
- A3 Bidding and reserve prices
- A3.1 All bids are to be made in pounds sterling exclusive of any applicable **VAT**.
- A3.2 **We** may refuse to accept a bid. **We** do not have to explain why
- A3.3 If there is a dispute over bidding **we** are entitled to resolve it, and **our** decision is final.
- A3.4 Unless stated otherwise each **lot** is subject to a reserve price (which may be fixed just before the **lot** is offered for sale). If no bid equals or exceeds that reserve price the **lot** will be withdrawn from the **auction**.
- A3.5 Where there is a reserve price the **seller** may bid (or ask **us** or another agent to bid on the **seller's** behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. **You** accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the **seller**.
- A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the **seller** might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always—as the **seller** may fix the final reserve price just before bidding commences.
- A4 The **particulars** and other information
- A4.1 **We** have taken reasonable care to prepare **particulars** that correctly describe each **lot**. The **particulars** are based on information supplied by or on behalf of the **seller**. **You** need to check that the information in the **particulars** is correct.
- A4.2 If the **special conditions** do not contain a description of the **lot**, or simply refer to the relevant **lot** number, **you** take the risk that the description contained in the **particulars** is incomplete or inaccurate, as the **particulars** have not been prepared by a conveyancer and are not intended to form part of a legal contract.
- A4.3 The **particulars** and the **sale conditions** may change prior to the **auction** and it is **your** responsibility to check that **you** have the correct versions.
- A4.4 If **we** provide information, or a copy of a document, provided by others **we** do so only on the basis that **we** are not responsible for the accuracy of that information or document.
- A5 The **contract**
- A5.1 A successful bid is one **we** accept as such (normally on the fall of the hammer). This **condition** A5 applies to **you** if **you** make the successful bid for a **lot**.
- A5.2 **You** are obliged to buy the **lot** on the terms of the **sale memorandum** at the price **you** bid plus **VAT** (if applicable).
- A5.3 **You** must before leaving the **auction**:
- (a) provide all information **we** reasonably need from **you** to enable us to complete the **sale memorandum** (including proof of your identity if required by **us**);
 - (b) sign the completed **sale memorandum**; and
 - (c) pay the deposit.
- A5.4 If **you** do not **we** may either:
- (a) as agent for the **seller** treat that failure as **your** repudiation of the **contract** and offer the **lot** for sale again; the **seller** may then have a claim against **you** for breach of contract; or
 - (b) sign the **sale memorandum** on **your** behalf.
- A5.5 The deposit:
- (a) is to be held as stakeholder where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**, but otherwise is to be held as stated in the **sale conditions**; and
 - (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to **us** on an **approved financial institution**. The extra auction conduct conditions may state if **we** accept any other form of payment
- A5.6 **We** may retain the **sale memorandum** signed by or on behalf of the **seller** until the deposit has been received in cleared funds.
- A5.7 If the **buyer** does not comply with its obligations under the **contract** then:
- (a) **you** are personally liable to buy the **lot** even if **you** are acting as an agent; and
 - (b) **you** must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.
- A5.8 Where the **buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**.
- A6 Extra Auction Conduct Conditions
- A6.1 Despite any **condition** to the contrary:
- (a) The minimum deposit **we** accept is £1,000 (or the total price, if less). A **special condition** may, however, require a higher minimum deposit
 - (b) Sub-clause (a) of **Auction Conduct Condition** A5.5 shall be deemed to be deleted and shall be replaced with the following: "(a) is to be held as agent for the **seller** unless expressly stated otherwise in the **special conditions** provided that where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**, the deposit will be held as stakeholder despite any contrary provision in any **condition**; and"
 - (c) where the deposit is paid to **us** to be held as stakeholder, **we** may if **we** choose transfer all or part of it to the **seller's** conveyancer for them to hold as stakeholder in **our** place. Any part of the deposit not so transferred will be held by **us** as stakeholder.
- A6.2 The **buyer** will pay an administration fee of £995 plus **VAT** to **us** for each **lot** purchased at the **auction**, prior to **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 payment is not allowed for payment of deposit.
- A6.5 **We** may refuse admittance to any person attending the **auction**. **We** do not have to explain why.
- A6.6 The **buyer** will be photographed at the auction before the contract is signed.
- A6.7 The **Seller** will not be under any obligation to remove any rubbish or other items whatsoever from the **lot**, prior to completion of the purchase and the **Buyer** will not be allowed to delay completion or refuse to complete or claim compensation in respect of any rubbish or other items remaining on the **lot**.

General Conditions

Words in bold blue type have special meanings, which are defined in the Glossary.

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

G1 The lot

- G1.1 The **lot** (including any rights to be granted or reserved, and any exclusions from it) is described in the **special conditions**, or if not so described the **lot** is that referred to in the **sale memorandum**.
- G1.2 The **lot** is sold subject to any **tenancies** disclosed by the **special conditions**, but otherwise with vacant possession on **completion**.
- G1.3 The **lot** is sold subject to all matters contained or referred to in the **documents**, but excluding any **financial charges**: these the seller must discharge on or before **completion**.
- G1.4 The **lot** is also sold subject to such of the following as may affect it, whether they arise before or after the **contract date** and whether or not they are disclosed by the **seller** or are apparent from inspection of the lot or from the **documents**:
- (a) matters registered or capable of registration as local land charges;
 - (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
 - (c) notices, orders, demands, proposals and requirements of any competent authority;
 - (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
 - (e) rights, easements, quasi-easements, and wayleaves;
 - (f) outgoing and other liabilities;
 - (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
 - (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the **buyer** has made them; and
 - (i) anything the **seller** does not and could not reasonably know about.
- G1.5 Where anything subject to which the **lot** is sold would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against that liability.
- G1.6 The **seller** must notify the **buyer** of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the **contract date** but the **buyer** must comply with them and keep the **seller** indemnified.
- G1.7 The **lot** does not include any tenant's or trade fixtures or fittings.
- G1.8 Where chattels are included in the **lot** the **buyer** takes them as they are at **completion** and the **seller** is not liable if they are not fit for use.
- G1.9 The **buyer** buys with full knowledge of:
- (a) the **documents**, whether or not the **buyer** has read them; and
 - (b) the physical condition of the **lot** and what could reasonably be discovered on inspection of it, whether or not the **buyer** has inspected it.
- G1.10 The **buyer** is not to rely on the information contained in the **particulars** but may rely on the **seller's** conveyancer's written replies to preliminary enquiries to the extent stated in those replies.
- G2 Deposit
- G2.1 The amount of the deposit is the greater of:
- (a) any minimum deposit stated in the **auction conduct conditions** (or the total **price**, if this is less than that minimum); and
 - (b) 10% of the **price** (exclusive of any **VAT** on the **price**).
- G2.2 The deposit
- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept); and
 - (b) is to be held as stakeholder unless the **auction conduct**

- conditions** provide that it is to be held as agent for the **seller**.
- G2.3 Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the **seller** on **completion** or, if **completion** does not take place, to the person entitled to it under the **sale conditions**.
- G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the **seller** may treat the **contract** as at an end and bring a claim against the **buyer** for breach of contract.
- G2.5 Interest earned on the deposit belongs to the **seller** unless the **sale conditions** provide otherwise.
- G3 Between contract and **completion**
- G3.1 Unless the **special conditions** state otherwise, the **seller** is to insure the **lot** from and including the **contract date** to **completion** and:
- (a) produce to the **buyer** on request all relevant insurance details;
 - (b) pay the premiums when due;
 - (c) if the **buyer** so requests, and pays any additional premium, use reasonable 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 **action** 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 **action**. (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**.

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| | (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 . | 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 . |
| 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. | 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. |
| 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 . | 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. |
| 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 . | G9 | Landlord's licence |
| 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. | G9.1 | Where the lot is or includes leasehold land and licence to assign is required this condition G9 applies. |
| G5 | Transfer | G9.2 | The contract is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires. |
| 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 . | 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. |
| 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. | 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. |
| G5.3 | The seller cannot be required to transfer the lot to anyone other than the buyer , or by more than one transfer . | G9.5 | The buyer must: (a) promptly provide references and other relevant information; and (b) comply with the landlord's lawful requirements. |
| G6 | Completion | 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. |
| 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. | G10 | Interest and apportionments |
| 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. | 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 . |
| 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. | 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. |
| 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. | G10.3 | Income and outgoings are to be apportioned at actual completion date unless: (a) the buyer is liable to pay interest; and (b) the seller has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer . |
| 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 . | G10.4 | Apportionments are to be calculated on the basis that: (a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made; (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year; and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and (c) where the amount to be apportioned is not known at |
| 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 . | | |

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| | 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. | | or liability the seller incurs through acting as the buyer requires, or by reason of delay caused by the buyer . |
| G11 | Arrears | G13 | Rent deposits |
| Part 1 | Current rent | 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. |
| 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 . | 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. |
| 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 . | 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; |
| G11.3 | Parts 2 and 3 of this condition G11 do not apply to arrears of current rent. | | (b) give notice of assignment to the tenant; and |
| Part 2 | Buyer to pay for arrears | | (c) give such direct covenant to the tenant as may be required by the rent deposit deed. |
| G11.4 | Part 2 of this condition G11 applies where the special conditions give details of arrears . | G14 | VAT |
| 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 . | 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. |
| 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 . | 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 . |
| Part 3 | Buyer not to pay for arrears | G15 | Transfer as a going concern |
| G11.7 | Part 3 of this condition G11 applies where the special conditions: (a) so state; or (b) give no details of any arrears . | 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. |
| G11.8 | While any arrears due to the seller remain unpaid the buyer must: (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy ; (b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment); (c) on request, at the cost of the seller , assign to the seller or as the seller may direct the right to demand and sue for old arrears , such assignment to be in such form as the seller's conveyancer may reasonably require; (d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order; (e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and (f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to part 3 of this condition G11. | 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 . |
| 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 . | 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. |
| G12 | Management | 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 . |
| G12.1 | This condition G12 applies where the lot is sold subject to tenancies . | 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 |
| G12.2 | The seller is to manage the lot in accordance with its standard management policies pending completion . | 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 |
| 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 | | |

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| | the seller against all costs, interest, penalties or surcharges that the seller incurs as a result. | | Transferring Employees. |
| G16 | Capital allowances | | (c) The buyer and the seller acknowledge that pursuant to and subject to TUPE , the contracts of employment between the Transferring Employees and the seller will transfer to the buyer on completion . |
| G16.1 | This condition G16 applies where the special conditions state that there are capital allowances available in respect of the lot . | | (d) The buyer is to keep the seller indemnified against all liability for the Transferring Employees after completion . |
| 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. | G21 | Environmental |
| G16.3 | The value to be attributed to those items on which capital allowances may be claimed is set out in the special conditions . | G21.1 | This condition G21 only applies where the special conditions so provide. |
| 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. | 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 . The buyer agrees to indemnify the seller in respect of all liability for or resulting from the environmental condition of the lot . |
| G17 | Maintenance agreements | G22 | Service Charge |
| 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 . | G22.1 | This condition G22 applies where the lot is sold subject to tenancies that include service charge provisions. |
| G17.2 | The buyer must assume, and indemnify the seller in respect of, all liability under such contracts from the actual completion date . | G22.2 | No apportionment is to be made at completion in respect of service charges. |
| G18 | Landlord and Tenant Act 1987 | 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. |
| 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. | 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. |
| 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. | 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 . |
| G19 | Sale by practitioner | 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. |
| G19.1 | This condition G19 applies where the sale is by a practitioner either as seller or as agent of the seller . | G23. | Rent reviews |
| G19.2 | The practitioner has been duly appointed and is empowered to sell the lot . | 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. |
| 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. | G23.2 | The seller may continue negotiations or rent review proceedings up to the actual completion date but may not 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 |
| 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 | | |

- the **seller**, such consent not to be unreasonably withheld or delayed.
- G23.4 The **seller** must promptly:
 (a) give to the **buyer** full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
 (b) use all reasonable endeavours to substitute the **buyer** for the **seller** in any rent review proceedings.
- G23.5 The **seller** and the **buyer** are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- G23.6 When the rent review has been agreed or determined the **buyer** must account to the **seller** for any increased rent and interest recovered from the tenant that relates to the **seller's** period of ownership within five **business days** of receipt of cleared funds.
- G23.7 If a rent review is agreed or determined before **completion** but the increased rent and any interest recoverable from the tenant has not been received by **completion** the increased rent and any interest recoverable is to be treated as **arrears**.
- G23.8 The **seller** and the **buyer** are to bear their own costs in relation to rent review negotiations and proceedings.
- G24 Tenancy renewals
- G24.1 This **condition G24** applies where the tenant under a **tenancy** has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- G24.2 Where practicable, without exposing the **seller** to liability or penalty, the **seller** must not without the written consent of the **buyer** (which the **buyer** must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- G24.3 If the **seller** receives a notice the **seller** must send a copy to the **buyer** within five **business days** and act as the **buyer** reasonably directs in relation to it.
- G24.4 Following **completion** the **buyer** must:
 (a) with the co-operation of the **seller** take immediate steps to substitute itself as a party to any proceedings;
 (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the **tenancy** and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
 (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed **tenancy**) account to the **seller** for the part of that increase that relates to the **seller's** period of ownership of the **lot** within five **business days** of receipt of cleared funds.
- G24.5 The **seller** and the **buyer** are to bear their own costs in relation to the renewal of the tenancy and any proceedings relating to this.
- G25 Warranties
- G25.1 Available warranties are listed in the **special conditions**.
- G25.2 Where a warranty is assignable the **seller** must:
 (a) on **completion** assign it to the **buyer** and give notice of assignment to the person who gave the warranty; and
 (b) apply for (and the **seller** and the **buyer** must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by **completion** the warranty must be assigned within five **business days** after the consent has been obtained.
- G25.3 If a warranty is not assignable the **seller** must after **completion**:
 (a) hold the warranty on trust for the **buyer**; and
 (b) at the **buyer's** cost comply with such of the lawful instructions of the **buyer** in relation to the warranty as do not place the **seller** in breach of its terms or expose the **seller** to any liability or penalty.
- G26 No assignment
 The **buyer** must not assign, mortgage or otherwise transfer or part with the whole or any part of the **buyer's** interest under this **contract**.
- G27 Registration at the Land Registry
- G27.1 This condition G27.1 applies where the **lot** is leasehold and its sale either triggers first registration or is a registrable disposition. The **buyer** must at its own expense and as soon as practicable:
 (a) procure that it becomes registered at 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.
- G30 Extra General Conditions
 The following general conditions are to be treated as being amended as follows:
- G17.2 the word "actual" shall be replaced by the word "agreed"
- G25.3 (b) the words "or cost" shall be added at the end.



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Head Office
Spicerhaart
Colwyn House
Sheepen Place,
Colchester,
Essex,
CO3 3LD

Albany Road
 02920 464447
 albany.road@darlows.co.uk

Brynmawr
 01495 310755
 brynmawr@darlows.co.uk

Caerphilly
 029 2 088 8555
 caerphilly@darlows.co.uk

Canton
 029 2 022 5551
 canton@darlows.co.uk



Cwmbran
 01633 865555
 cwmbran@darlows.co.uk



Llandaff
 029 2057 7555
 llandaff@darlows.co.uk

Llanishen
 029 2076 1347
 llanishen@darlows.co.uk

Merthyr Tydfil
 01685 723555
 merthyr.tydfil@darlows.co.uk

Pontypridd
 01443 400111
 pontypridd@darlows.co.uk

Rumney
 029 2036 3355
 rumney@darlows.co.uk

Tonypandy
 01443 436445
 tonypandy@darlows.co.uk

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