





Free Entry. No Sale No Fee. Monthly Auction that gets results.

Wednesday 31st July

Grand Hotel (formerly The Marriott), Gosforth Park, Newcastle NE3 5HN 6:30pm registration for 7:00pm start

01661 831 360

www.agentspropertyauction.com





Buyers Guide

IMPORTANT NOTES FOR ALL AUCTION BIDDERS

These notes and the auction terms and conditions are contained in the auction catalogue and online at www.agentspropertyauction.com or call 01661 831360. All potential buyers and their legal representatives are advised to read them prior to bidding. All reasonable efforts have been made by the auctioneer, vendor and Partner Agents to ensure that the properties in this catalogue are described fairly. It is important that prospective buyers satisfy themselves in regards to any aspect of the lot prior to bidding.

Particulars of Sale:

Potential buyers should take full responsibility to check and confirm the particulars of the sale and to satisfy their own requirements regarding the accuracy of all details, measurements, locations, boundaries, leases, searches, photographs, plans and condition of property. All measurements, areas and distances referred to are approximates.

Price Guides:

Each auction property is offered at a guide price and is also subject to a reserve price. The guide price is the level where the bidding will commence. The reserve price is the sellers minimum acceptable price at auction and the figure below which the auctioneer cannot sell. The reserve price, which may be up to 10% higher than the guide 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 auction. Where price comparables and rental incomes are quoted they are believed to be fair but are to be used for guidance only and their accuracy can not be guaranteed.

Option 1 Terms & Conditions:

On the fall of the gavel contracts are deemed to be exchanged and the successful buyer must immediately pay a 10% deposit (subject to a minimum of £3,000) which forms part of the purchase price. Completion must occur in 28 days. Legal Packs are available to view prior to bidding and it is recommended that potential buyers view these and consult a legal representative prior to bidding taking particular notice of any Special Conditions of sale.

Option 2 Terms & Conditions:

On the fall of the gavel the buyer must place a £3000 non refundable deposit which forms part of the purchase price with The Agents Property Auction Limited, exchange of contracts must occur in 28 days of the buyers solicitor receiving the contract pack and completion in a further 14 days.

Administration Fee:-

Applied to each lot is a non refundable Administration Fee of \pm 750 plus VAT (\pm 900.00) which is payable by the successful buyer in addition to the deposit.

Bidding at Auction:

Deposits may be paid by cheque, bankers draft or by prior arrangement into the Client Account of The Agents Property Auction. Unfortunately cash cannot be accepted. Proof of identity and address is required for all bidders in order for us to comply with Money Laundering Regulations. Original documents must be provided, photocopies are not accepted. For proof of identity we can accept – current signed passport, current full UK/EU photo card driving licence, resident permit issued by the Home Office to EU Nationals. Fire Arms Certificate. For proof of address we can accept – A utility bill issued in the last three months (not a mobile phone bill), local authority tax bill, bank or building society statement containing current address. We require sight of the account details the deposit funds are coming from and details of how the balance is to be funded. We reserve the right to conduct a soft imprint online identification search on any bidder/buyer.

Remote Bidding:

If you are unable to attend the auction, bidding is available remotely by telephone or proxy bid. The Remote Bidding Form is provided in the auction catalogue, online www.agentspropertyauction.com under heading 'Ways to Bid' or call 01661 831360.

Sales Agreed:

Where a sale is agreed prior to the auction, at the auction or after the auction, auction terms and conditions apply. Vendors may choose to accept an offer prior to the auction and withdraw the property from the sale. It is recommended that all potential buyers confirm the specific lot they are interested in is still included in the auction sale. The auctioneers or vendors cannot be held responsible for any costs incurred against lots that are withdrawn or sold prior.

Amendments to Catalogue:

Variation to this Catalogue An addendum will be available at the auction showing any alterations to the information contained in the catalogue and will be announced by the Auctioneer prior to the lot being offered for sale. It is the Buyers responsibility to check this prior to bidding or attending the auction and we accept no liability for the Buyer (or the Buyer's representative) not doing so. Property details have been provided by the Partner Agent selling that particular lot.

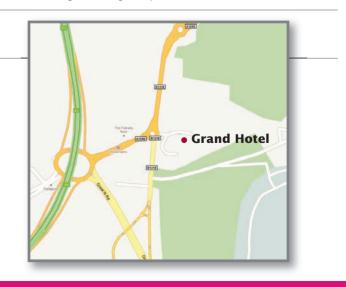
Venue Location

Newcastle Grand Hotel Gosforth Park, Newcastle Upon Tyne NE3 5HN

Tel: 0191 236 4111

Directions:

Join A1 north for 2.5 miles then turn off left for Wideopen (A1056). Take the 2nd exit at the roundabout and the hotel lies straight ahead. For all Sat/Nav system please type in 'A1056 Sandy Lane' for directions to hotel.





Order Of Sale

Lot No	Address	Post Code	Partner Agent
OPTION 1			
Lot 1	48 Windsor Avenue, Gateshead	NE8 4NG	Andrew Craig
Lot 2	11 Jollife Street, Chester le Street	DH3 3LX	JW Wood Estate Agents
Lot 3	16 Bickford Terrace, Aycliffe Village	DL5 6LA	JW Wood Estate Agents
Lot 4	40 Moorfield Gardens, Cleadon	SR6 7TP	Andrew Craig
Lot 5	52 & 52a Harriet Street, Newcastle upon Tyne	NE6 2LD	Rook Matthews Sayer
Lot 6	27 Buttermere Road, Redcar	TS10 1LL	Michael Poole
Lot 7	Smithy Cottage, Bluebell Farm, Belford	NE70 7QE	Rook Matthews Sayer
Lot 8	17 Bothal Street, Newcastle upon Tyne	NE6 2JQ	Rook Matthews Sayer
Lot 9	35 Front Street, Stanley	DH9 0JE	Rook Matthews Sayer
Lot 10	13 Rosedale Gardens, Saltburn by the Sea	TS12 3EN	Michael Poole
Lot 11	150 Western Approach, South Shields	NE33 5DP	Andrew Craig
Lot 12	55 Caithness Road, Teesville	TS6 0AJ	Michael Poole
Lot 13	1 Imperial Building, Birtley	DH3 1LG	JW Wood Estate Agents
Lot 14	2 Johnson Terrace, Annfield Plain	DH9 7UR	JW Wood Estate Agents
Lot 15	23 Denwick Avenue, Lemington	NE15 8SQ	Rook Matthews Sayer
Lot 16	Lynemouth Resource Centre, Lynemouth	NE61 5YJ	Rook Matthews Sayer
Lot 17	3 Ullswater Avenue, Jarrow	NE32 4ET	Andrew Craig
Lot 18	18 Lancaster Way, Thornaby	TS17 9NJ	Michael Poole
Lot 19	41 Mill Home Drive, Brotton	TS12 2UR	Michael Poole
Lot 20	23 Holmeside, Sunderland	SR1 3JE	Rook Matthews Sayer
Lot 21	7 Dundee Street, Darlington	DL1 1JX	JW Wood Estate Agents
Lot 22	11a Market Place, Red Row	NE61 5AT	Rook Matthews Sayer
Lot 23	19 Milbank Road, Hartlepool	TS24 8NT	Kimmitt & Roberts
Lot 24	4 Hencote Mews, Hexham	NE46 2DZ	Rook Matthews Sayer/Michael Poole
Lot 25	3 Briarwood Street, Fencehouses	DH4 6AZ	Kimmitt & Roberts
Lot 26	23 Greenside Avenue, Horden	SR8 4QX	Kimmitt & Roberts
Lot 27	63 Lambley Crescent, Hebburn	NE31 2ND	Andrew Craig
Lot 28	The Bungalow, Front Street, Shotton Colliery	DH6 2LT	Kimmitt & Roberts
Lot 29	666 West Road, Denton Burn	NE5 2UR	Rook Matthews Sayer
Lot 30	Cornforth Chippy, 27 High Street, West Cornforth	DL17 9HN	Rook Matthews Sayer
Lot 31	1 West Dyke Road, Redcar	TS10 3EA	Rook Matthews Sayer
Lot 32	3 Collinson Avenue, Middlesbrough	TS5 4QJ	Michael Poole
Lot 33	17 Edward Terrace, Stanley	DH9 7JW	JW Wood Estate Agents
Lot 34	Land at Corner Elswick Road/ Caroline Street Newcastle	NE4 8DY	Rook Matthews Sayer
Lot 35	5 Collingwood Street, Felling	NE10 9NA	Rook Matthews Sayer
Lot 36	107 Dalton Avenue, Lynemouth, Morpeth	NE61 5TF	Rook Matthews Sayer
Lot 37	9 Rennie Walk, Darlington	DL1 1DU	JW Wood Estate Agents
Lot 38	6 Kenmore Road, Middlesbrough	TS3 9PB	Michael Poole
OPTION 2	2		
Lot 39	56 Raby Street, Gateshead	NE8 4AD	Andrew Craig
Lot 40	82 Castle Terrace, Prudhoe	NE42 6NE	Rook Matthews Sayer
Lot 41	16 Deanery Street, Bedlington	NE22 6JY	Mike Rogerson
Lot 42	7 Lanehouse Road, Thornaby	TS17 8AF	Michael Poole
Lot 43	138 Cardigan Terrace, Heaton	NE6 5HS	Rook Matthews Sayer
Lot 44	37 Lodore Grove, Acklam	TS5 8PB	Michael Poole
Lot 45	77 Elliott Drive, Felling	NE10 9RB	Andrew Craig



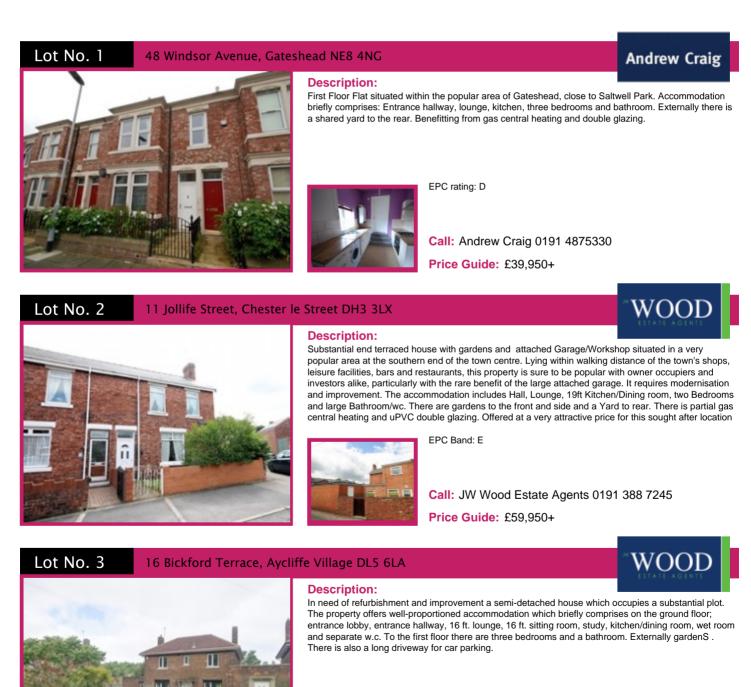
Order Of Sale

Lot No	Address	Post Code	Partner Agent
Lot 46	Rose Cottage, Thorngrafton	NE47 7AD	Rook Matthews Sayer
Lot 47	5 Bournemouth Parade, Hebburn	NE31 2AU	Andrew Craig
Lot 48	47 Combe Drive, West Denton	NE15 8UH	Rook Matthews Sayer
Lot 49	36 Union Hall Road, Lemington	NE15 8AB	Rook Matthews Sayer
Lot 50	5 Morley Avenue, Gateshead	NE10 OUJ	Andrew Craig
Lot 51	136 Hotpsur Street, Heaton	NE6 5BH	Rook Matthews Sayer
Lot 52	107 York Avenue, Jarrow	NE32 5EH	Andrew Craig
Lot 53	32 Whitefield Crescent, Pegswood	NE61 6SG	Mike Rogerson
Lot 54	185 Steward Crescent, South Shields	NE34 7EF	Andrew Craig
Lot 55	7a Leybourne Avenue, Forest Hall	NE12 7AP	Rook Matthews Sayer
Lot 56	100 Cairo Street, Sunderland	SR2 8QL	Andrew Craig
Lot 57	15 Symington Walk, Darlington	DL1 1HE	JW Wood Estate Agents
Lot 58	7 Alder Grove, Monkseaton, Whitley Bay	NE25 9AX	Andrew Craig/Rook Matthews Sayer
Lot 59	2 Middle Garth, Newcastle upon Tyne	NE5 3ER	Rook Matthews Sayer
Lot 60	58 Kings Road, Wallsend	NE28 9HT	Rook Matthews Sayer
Lot 61	62 Grosvenor Gardens, Jesmond	NE2 1HQ	Rook Matthews Sayer
Lot 62	4 Norfolk Avenue, Birtley	DH3 2DG	Andrew Craig
Lot 63	8 Beaumont Hill, Darlington	DL1 3NG	JW Wood Estate Agents
Lot 64	32 Birtley Crecsent, Bedlington	NE22 5BP	Rook Matthews Sayer
Lot 65	76 Hawthorn Road, Ashington	NE63 9BQ	Rook Matthews Sayer
Lot 66	147 Milburn Road, Ashington	NE63 ONA	Rook Matthews Sayer
Lot 67	111 Westminster Close, Eston	TS6 9NR	Michael Poole
Lot 68	8 Whitby Close, Skelton	TS12 2NP	Michael Poole
Lot 69	7 Hillcrest, Jarrow	NE32 4DP	Andrew Craig
Lot 70	14 Kinross Drive, Stanley	DH9 6UT	JW Wood Estate Agents
Lot 71	13 Dennison Crescent, Birtley	DH3 1NL	Andrew Craig
Lot 72	Old School House, Chapel Lane, Whitley Bay	NE25 8AD	Rook Matthews Sayer
Lot 73	13 Phoenix Court, Morpeth	NE61 1LN	Rook Matthews Sayer
Lot 74	3 Windmill Court, Newcastle Upon Tyne	NE2 4BA	Rook Matthews Sayer
Lot 75	4 Derwent Road, Peterlee	SR8 5PZ	Kimmitt & Roberts
Lot 76	4 Edward Terrace, New Brancepeth	DH7 7EN	JW Wood Estate Agents
Lot 77	3 Fencer Hill Square, Gosforth	NE3 2AW	Rook Matthews Sayer
Lot 78	17 Victoria Terrace, Lanchester	DH7 0JB	JW Wood Estate Agents
Lot 79	14 Westwood Gardens, Newcastle upon Tyne	NE3 3DA	Rook Matthews Sayer
Lot 80	16a Clifton Road, Cramlington	NE23 6TG	Mike Rogerson
Lot 81	12 Dene Crescent, Shotton Colliery	DH6 2QU	Kimmitt & Roberts
Lot 82	110 Haydon Close, Newcastle upon Tyne	NE3 2BZ	Andrew Craig
Lot 83	26 Banbury Terrace, South Shields	NE34 OSE	Andrew Craig
Lot 84	21 Ridley Terrace, Cambois	NE24 1QS	Mike Rogerson
Lot 85	1 Marsham Close, Dumpling Hall	NE15 7QL	Rook Matthews Sayer
Lot 86	14 Collingwood Street, South Shields	NE33 4JY	Andrew Craig
Lot 87	16 Bronte Way, South Shields	NE34 9JY	Andrew Craig
Lot 88	2 Rockwood Gardens, Ryton	NE40 4BB	Rook Matthews Sayer
Lot 89	40 Prior Terrace, Hexham	NE46 3EU	Rook Matthews Sayer
Lot 90	Mendip Bungalow, 27 Fines Road, Consett	DH8 6QS	JW Wood Estate Agents
Lot 91	99 Cemetery Road, Gateshead	NE8 3HH	Andrew Craig



Option 1

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EPC Band: C

Call: JW Wood Estate Agents 01325 485 151 Price Guide: £99,950+



40 Moorfield Gardens, Cleadon SR6 7TP



Description:

Offering immense potential due to the generous garden to the rear, this semi detached home is located within a well regarded Estate in Cleadon Village. Requiring works of upgrading and remodelling, the property currently comprises: - Lounge, dining room, kitchen, bathroom and utility room to ground floor with first floor providing three double bedrooms and an additional bathroom and separate w.c. In addition to the rear garden there is a drive to the front and an integral garage. EPC Band: to be advised

Call: Andrew Craig 0191 5190011

Price Guide: £199,950+

Lot No. 5 52 & 52a Harriet Street, Newcastle upon Tyne NE6 2LD



Michael Poole

Andrew Craig



Description:

Investment opportunity - a pair of flats situated on Harriett Street, Newcastle. 52 Harriet Street - (ground floor flat) is vacant and comprises of entrance hall, kitchen, bathroom, living room, two bedrooms. 52a Harriett Street (first floor flat) is currently let at £448.76 per month on an AST access will be available prior to the auction.



EPC rating: 52 - D52a - D

Call: Rook Matthews Sayer 0191 276 1283 Price Guide: £60,000+

Lot No. 6

27 Buttermere Road, Redcar TS10 1LL

Description:

A fantastic opportunity to acquire a sizeable semi detached home situated on an excellent size plot. With expansive gardens to the front, side and rear, driveway and off-road parking, this home really does offer a lot of space for the money. Inside the property needs updating but when done could make a tidy little investment or a lovely home of your own.



EPC rating: C

Call: Michael Poole 01642 285041 Price Guide: £73,000+



Smithy Cottage, Bluebell Farm, Belford NE70 7QE





Description:

A deceptively spacious three bedroom detached bungalow located within the heart of Belford. The property benefits include double glazed windows, central heating, a spacious breakfast kitchen, conservatory and gardens. Property briefly comprises entrance hall with access to an internal hallway with doors leading off to the bedrooms (master with en-suite facilities), family bathroom, breakfast kitchen, lounge and a conservatory. Externally there are lawned gardens to the side and rear of the property with gravelled parking to the front.



EPC rating: D

Call: Rook Matthews Sayer 01665 510044

Price Guide: £140,000+



Description:

17 Bothal Street, Newcastle upon Tyne NE6 2JQ

Investment opportunity - A mid terrace house being offered for sale with vacant possession, At the time of print access had not been gained however will be available prior to the auction. We are verbally advised that this is a 4/5 bedroom property. EPC rating: D

Call: Rook Matthews Sayer 0191 276 1283

Price Guide: £55,000+



Description:

The property is located on Front Street, which is the main shopping parade in Stanley. Just along from the newly constructed bus concourse providing excellent footfall. Stanley is located approximately 5 miles to the South West of Newcastle upon Tyne and benefits from good transport links. A two storey mid terraced unit with a pitched slate roof. The unit being 160.61 sq. m. (1.728.7 sq. ft.) consisting offices and kitchen on the ground floor with open plan office, kitchen and w/c facilities on the first floor. The unit also has a basement accessed via the rear of the property. It is well presented and suitable for a variety of uses subject to the correct use class.

EPC rating: G

Call: Rook Matthews Sayer 0191 2120000

Price Guide: £39,950+

Lot No. 10

Description:

13 Rosedale Gardens, Saltburn by the Sea TS12 3EN

A three bedroom semi detached house, with lots of Potential! Situated in a popular village location, this good size bay fronted home is in need of refurbishment but offers the basics of a good home. Offered to the market with no onward chain, we advise early viewing to avoid disappointment.



EPC rating: D

Call: Michael Poole 01642 285041

Price Guide: £54,950+

Lot No. 11

150 Western Approach, South Shields NE33 5DP

Andrew Craig



Description:

A three bedroom first floor flat available in this very central location in South Shields. Within walking distance to local shops and amenities including South Shields Town Centre, local schools and Ideally positioned for surrounding transport links. The property benefits from neutral decoration, re-wire in 2016 and vacant possession and internally comprises of secure communal entrance, hallway, living room, fitted kitchen, shower room and three bedrooms. Externally there is communal gardens. Call now to secure a viewing!



EPC rating: C

Call: Andrew Craig 0191 4271722 Price Guide: £36,000+

SAYER

ROOK

MATTHEWS

ROOK

MATTHEWS SAYER

Michael Poole



55 Caithness Road, Teesville TS6 0AJ

Michael Poole



Description:

Desirable features include, double glazing, fitted kitchen and garage. The property offers two floors of living accommodation and briefly comprises, porch, lounge, kitchen, landing, two bedrooms and a bathroom. Externally we have gardens to the front and rear along with off street parking and garage.



EPC rating: D

Call: Michael Poole 01642 955180 Price Guide: £76,500+

Lot No. 13 1 Imperial Building, Birtley DH3 1LG





Description:

The property is rented at £5268 on an tenancy dated 1.8.2012 for 10 years. Freehold two storey commercial property let to a long term sitting tenant. Potential to alter and improve current layout to maximise space available, including potential to develop a third floor. Busy town centre location and excellent road and public transport links. Nearby A1M links Newcastle upon Tyne and Durham City. Shared Entrance with adjacent Pharmacy with steel lockable shutter.



EPC Band: E

Call: JW Wood Estate Agents 0191 388 7245

Price Guide: £79,950+



2 Johnson Terrace, Annfield Plain DH9 7UR





Description:

Available with immediate vacant possession, a stone fronted terrace house close to Annfield Plan Park, shops and Primary School. The property has the benefit of double glazing, gas central heating with combination boiler and comprises, on the ground floor: Entrance lobby, hallway, lounge, dining room and kitchen with integrated cooking appliances, three bedrooms and bathroom to the first floor. There is a small garden to the front of the property and a yard to the rear.



EPC Band D

Call: JW Wood Estate Agents 01207 235 221 Price Guide: £43,000+

Lot No. 15

23 Denwick Avenue, Lemington NE15 8SQ





Description:

A well presented one bedroom ground floor flat fronted onto a walkway and is offered for sale with vacant possession. The property will appeal to both the private residential buyer and the buy to let investor and has been upgraded and modernised by the current vendor. The property benefits includes double glazed windows and gas central heating.

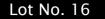
Property briefly comprises entrance hall, bedroom, bathroom, living room and kitchen.



EPC rating: D

Call: Rook Matthews Sayer 0191 267 1031 Price Guide: £29,950+





Lynemouth Resource Centre, Lynemouth NE61 5YJ





Description:

Description: Substantial Two storey property. Floor area 970.93 sq. m. (10,451 sq. ft.). Suitable for a variety of uses (stpp). Substantial two storey detached property in central location. Prominent corner position. Site area 0.184 hectares (0.454 acres). Mixture of open plans rooms and offices. Separate 1 bedroom flat included. Large car park to the rear, two single garages and a detached wooden building. Fantastic development opportunity (stpp).



EPC rating: C

Call: Rook Matthews Sayer 0191 2120000

Price Guide: £94,950+

Lot No. 17 3 Ullswater Avenue, Jarrow NE32 4ET

Andrew Craig

Michael Poole



Description:

This fantastic family home is situated on the Lakes Estate and has a surprise to the rear. The hallway has been taken away to create an open plan lounge with doors leading to the kitchen/diner where there is a modern style fitted kitchen and breakfast bar and double doors open to the a fantastic large conservatory overlooking a good size rear decked garden. Other features include Upvc double glazing, utility room, gas central heating, a re-fitted bathroom and off road parking. The property is situated just off the A194 providing easy access to the A19 and Tyne Tunnel and A1M giving excellent commuting links.



EPC rating: D

Call: Andrew Craig 0191 4280025

Price Guide: £104,950+

Lot No. 18

18 Lancaster Way, Thornaby TS17 9NJ

Description:

A modern and well-presented one bedroom first floor flat close to Thornaby Town Centre. Available with no onward chain the property has refitted carpets, modern fitted kitchen, freshly decorated and has CCTV entry.



EPC rating: E

Call: Michael Poole 01642 355000

Price Guide: £29,950+

Lot No. 19

41 Mill Home Drive, Brotton TS12 2UR

Michael Poole



T

Description:

No Onward Chain. Situated upon an excellent size plot with plenty of parking to the front and an excellent size garden to the rear. This semi-detached bungalow really does offer lots of potential and is in need of refurbishment. Situated in a popular residential location, this is your chance to buy a sizeable home on a large plot.



EPC rating: D

Call: Michael Poole 01642 285041 Price Guide: £95,000+







Description:

23 Holmeside, Sunderland SR1 3JE

A three storey mid terraced property with a pitched roof. The unit being 252.69 sq. m. (2,719.9 sq. ft.) consists fully equipped open plan salon, beauty room and w/c on the ground floor with first floor being further salon space, beauty room, waiting area, tanning room, staff area, office shower room and w/c. The second floor is used as an office/storage. It is well presented and although currently set out as a beauty/hair salon would be suitable for a variety of uses subject to the correct use class. EPC Band D



Call: Rook Matthews Sayer 0191 2120000

Price Guide: £75,000+





Description:

Ideal for the property investor and in need of modernisation and refurbishment this is a deceptive, well proportioned, mid terraced house with UPVC double glazing and with the potential of providing a healthy rental yield. EPC rating: D

Call: JW Wood Estate Agents 01325 485 151 Price Guide: £29,950+

с

Lot No. 22 11a Market Place, Red Row NE61 5AT





Description:

A great opportunity to acquire a large apartment in the peaceful semi rural village of Red Row. This first floor property has a dining lounge with Juliet balcony, fabulous, high quality kitchen, modern bathroom and two bedrooms. Red Row has easy road links to the A1 and has public transport to Newcastle and Alnwick. This property would be ideal as a first purchase for those wanting to get a foothold on the property ladder or would appeal to the discerning investor as a buy to let opportunity.



EPC rating: D

Call: Rook Matthews Sayer 01665 713 358 Price Guide: £39,950+

Lot No. 23

19 Milbank Road, Hartlepool TS24 8NT

kimmitt\$roberts



Description:

This is a three bedroom mid terraced home which offers double glazing (some need reglazing) and gas central heating system. Comprising entrance hall, lounge, kitchen, bathroom/w.c., and three bedrooms. Externally there is an enclosed forecourt to front elevation and enclosed yard to rear.



EPC rating: D

Call: Kimmitt and Roberts 0191 5183334 Price Guide: £20,000+





4 Hencote Mews, Hexham NE46 2DZ

Description:

A spacious two bedroom property occupying a conveniently central position in Hexham. The property will appeal to a variety of buyers briefly comprising of reception hall; utility room; lounge; dining kitchen; rear hall; two bedrooms and bathroom to the first floor. There is no outside space. The property is offered for sale with no forward chain, due to the length of the lease a cash purchase only.



EPC rating: to be advised

Call: Rook Matthews Sayer 01434 601 616 Price Guide: £90,000+

ROOK

MATTHEWS

Lot No. 25 3 Briarwood Street, Fencehouses DH4 6AZ

kimmitt*f* roberts

kimmitt/roberts

Michael Poole



Description:

Kimmitt & Roberts are pleased to offer to the market via Auction this mid terrace family home situated in the heart of Fencehouses, Houghton le Spring. Ideally located for local schools, amenities and transport links. Accommodation comprises entrance lobby, living room, kitchen, rear lobby, bathroom, landing and three bedrooms. Externally, the property benefits lawned garden with greenhouse and perimeter fencing with gate to footpath. To the rear is an enclosed yard with brick store.



EPC rating: D

Call: Kimmitt and Roberts 0191 584 8080

Price Guide: £55,000+

Lot No. 26

23 Greenside Avenue, Horden SR8 4QX

Description:

A perfect opportunity for the local investor or DIY enthusiast to acquire this two bedroom semi detached home which comes with gas central heating system, double glazing and briefly comprising of Entrance vestibule, lounge, dining room, kitchen, two bedrooms and bathroom/w.c. Externally there are gardens to the front elevation along with enclosed yard to rear.



EPC Band: E

Call: Kimmitt and Roberts 0191 518 3334

Price Guide: £36,000+

Lot No. 27

63 Lambley Crescent, Hebburn NE31 2ND

Andrew Craig



Description:

Situated in a popular location this pre-war semi detached house which is in need of a programme of improvement and updating but has the potential to create a fantastic home for a young family or if extended (subject to planning) a larger family or even as an investment opportunity. The accommodation comprises of: Entrance hall, dual aspect lounge, kitchen, two bedrooms and shower room with separate w.c. Externally there are good size gardens to the front and rear.



EPC rating: E

Call: Andrew Craig 0191 428 1428 Price Guide: £79,950+



The Bungalow, Front Street, Shotton Colliery DH6 2LT

kimmitt/roberts



Description:

Situated in the heart of this popular village giving such easy access to Durham City and the A19 this is a perfect opportunity for the DIY enthusiast to acquire this deceptively spacious three bedroom detached bungalow which comes with electric night storage heaters and double glazing. Briefly comprising Entrance porch, entrance hall, lounge, kitchen, three bedrooms and bathroom/w.c, Externally there are gardens to front and rear, along with driveway leading to single garage.



EPC rating: E

Call: Kimmitt and Roberts 0191 584 8080 Price Guide: £45,000+

Lot No. 29 666 West Road, Denton Burn NE5 2UR





Description:

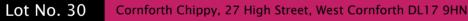
This spacious three bedroom home ideal for a variety of purchasers. Set over three floors benefits include gas central heating, double glazing and a garage. There are local shops and public transport links nearby along with Newcastle City Centre, Airport and major road links. Comprising of entrance porch, separate w.c., reception room one, breakfasting kitchen. Stairs lead up to a second reception room and a double bedroom. The top floor has a further two double bedrooms and a family bathroom. There is a paved area to the front and a garden to the rear. Garage is in a separate block.



Call: Rook Matthews Sayer 0191 274 4661

Price Guide: £94,950+

EPC rating: D







Description:

The property is located on High Street within the village of West Cornforth which is to the south of the Cathedral city of Durham and enjoys typical village facilities that include primary school, health centre and church. Cornforth Chippy is fully equipped for the trade including 2 pan fryer, double pizza oven, kebab rotisserie, table top 4 ring hob, pizza topping fridge, chipper, peeler and various fridge/freezers. A mid terrace two storey property under a pitched roof to the rear is an extension with flat roof. Internally the property consists fully equipped takeaway on the ground floor and three bedroom house over the remainder of the ground and whole first floor. The house is in need of modernisation.



Call: Rook Matthews Sayer 0191 2120000 Price Guide: £59,950+





Description:

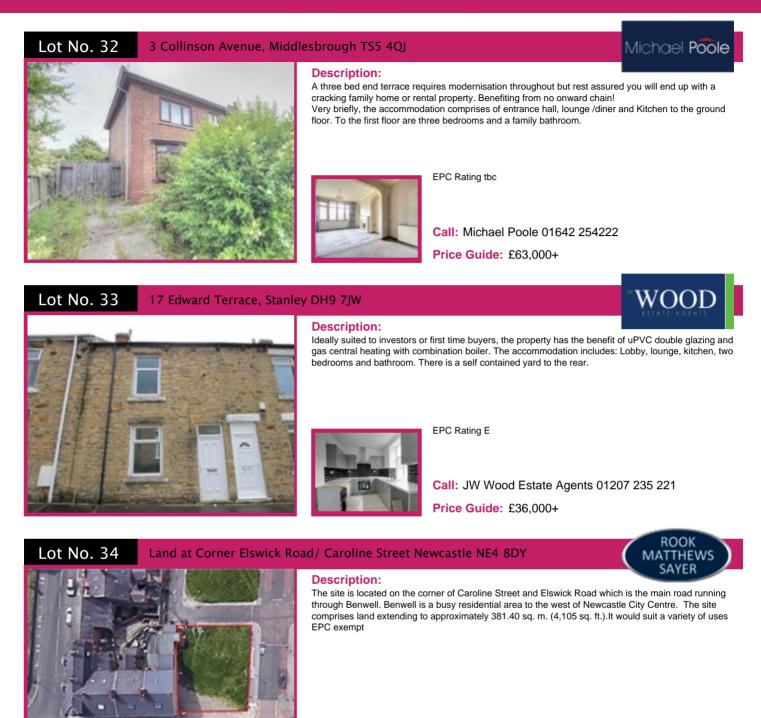
A mid terrace three storey property under a pitched roof to the rear is an extension with flat roof. Internally the property consists fully equipped former butchers business, however the unit would suit a variety of other uses subject to planning. Floor area 155.18 sq. m. (1,670.3 sq. ft.)



EPC Band: D

Call: Rook Matthews Sayer 0191 2120000 Price Guide: £49,950+





Call: Rook Matthews Sayer 0191 2120000

Price Guide: £50,000+

Lot No. 35

5 Collingwood Street, Felling NE10 9NA





Description:

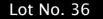
The unit is located on Collingwood Street (B1426) Felling, Gateshead. Collingwood Street is a main road approximately 4 miles east of Newcastle City Centre. The property comprises the ground and basement levels of a two storey mid terrace property under a pitched slate roof with a Floor area circa 63.69 sq. m. (685.54 sq. ft.) The unit until recently has traded as an Indian Takeaway under the name Mr Hussain's Takeaway. It still retains all fixtures and fittings and would suit a variety of cuisines dependant on the tenant.



EPC Rating E

Call: Rook Matthews Sayer 0191 2120000 Price Guide: £39,950+





107 Dalton Avenue, Lynemouth, Morpeth NE61 5TF



WOOD

Michael Poole



Description:

If you are looking for a challenge look no further ,this two bedroom Terrace needs someone to bring this back to life it needs a full refurbishment but is priced accordingly, it has gas central heating is is double glazed and Briefly comprises of Entrance onto a large lounge a kitchen a downstairs bathroom to the first floor there is two good sized bedrooms and could make a lovely property would be suitable for investors or anyone looking for a challenge available with no upper chain and available to view now



EPC Rating D

Call: Rook Matthews Sayer 01670 850850 Price Guide: £22,500+



Description:

Ideally suiting the first time buyer or the property investor this is a well presented one bedroom house which has gas fired central heating and UPVC double glazing. With the potential of providing a healthy rental yield the property offers accommodation which briefly comprises on the ground floor; entrance lobby, lounge and a kitchen fitted with a range of floor and wall units. To the first floor the bedroom has sliding door wardrobes and there is a bathroom/wc fitted with a white suite and a shower. Externally the property occupies a good size site with a good size garden, there is also a gated driveway for car parking.



EPC rating: D

Call: JW Wood Estate Agents 01325 485 151 Price Guide: £29,950+

Lot No. 38

6 Kenmore Road, Middlesbrough TS3 9PB

Description:

Whether you're in the market for a well cared for, nicely proportioned first time home of your own or an investment/rental property which promises to return to you a very respectable yield, then this three bedroom inner terraced example could be an ideal purchase. It's ready for a bit of a refresh but has the advantage of UPVC double glazing, central heating with a combi boiler and a private south/easterly facing rear garden. Comprising entrance hall, lounge, kitchen/diner with white modern style units and rear lobby with a handy downstairs toilet and a couple of useful stores. There are three bedrooms and bathroom on the first floor.



EPC Band: to be advised

Call: Mike Rogerson 01642 254222 Price Guide: £27,000+

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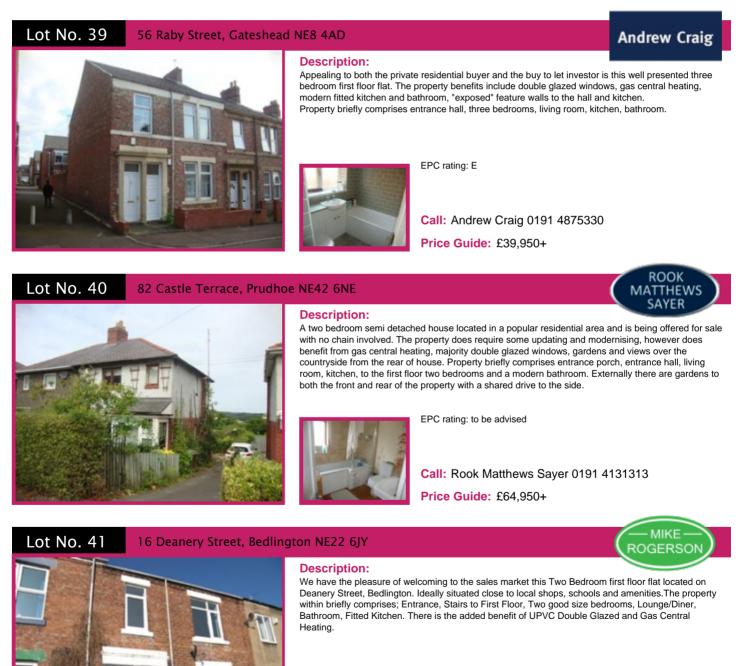
*Other fees and charges apply and are variable based on the loan amount. 0.49% pm is applicable for the first 6 months of the loan. Standard construction only. Any property used as security, including your home, may be repossessed if you do not keep up on repayments on a mortgage or any other debt secured on it.





Option 2

On the fall of the gavel the buyer must place a £3000 non refundable deposit with The Agents Property Auction Limited, exchange of contracts must occur in 28 days and completion in a further 14 days.





EPC Rating: E

Call: Mike Rogerson 01670 822223 Price Guide: £39,950+





Description:

A Two Bedroom Mid Terrace House Well Positioned for Access to Amenities and Transport Links. Sensibly Priced to Reflect the Need For Some Updating.



EPC rating: D

Call: Michael Poole 01642 355000 Price Guide: £35,000- £40,000

Lot No. 43 138 Cardigan Terrace, Heaton NE6 5HS

7 Lanehouse Road, Thornaby TS17 8AF



Description:

Available with no upper chain this mid terrace house on Cardigan Terrace. Heaton, Nestled between Heaton Road & Chillingham Road you will find all the amenities you will need ranging from Schools to coffee shops. Heaton Park is also a short stroll away. There is also a frequent bus service to Newcastle City Centre. This spacious property briefly comprises, entrance hall, lounge, dining room, kitchen and utility room. To the first floor there are 3 bedrooms, study room, shower room and separate wc. Externally there is a yard to the rear. Additional benefits include has central heating and double glazing.



Call: Rook Matthews Sayer 0191 276 1283

Price Guide: £215,000+

Lot No. 44

37 Lodore Grove, Acklam TS5 8PB

Description:

A traditional style bay fronted semi-detached house has been really well looked after, both inside and out. Features which are sure to entice include a detached garage with a block paved driveway, UPVC double glazed windows and exterior doors and combi boiler. Accommodation comprises entrance hall, 27ft through lounge/dining room with a flame effect electric fire and UPVC double glazed French doors and 15ft breakfast/kitchen with smart modern style units, rear lobby and a handy downstairs toilet. There are three bedrooms (two double and a single) and bathroom with a lovely modern white four-piece suite. Outside, the gardens have been hard landscaped for easy maintenance.



EPC rating: D

Call: Michael Poole 01642 254222 Price Guide: £119,950+

Lot No. 45

77 Elliott Drive, Felling NE10 9RB



Description:

A well presented townhouse in this popular residential estate located close to local amenities and transport links and having access to the Felling Bypass. The property benefits from upvc double glazing and electric heating and briefly comprises:- Entrance hallway and kitchen to ground floor. Lounge, w.c., and two bedrooms to first floor and second floor houses the master bedroom and family bathroom. Externally there is a single garage to the front and a well maintained private rear garden. Viewing recommended.



EPC rating: D

Call: Andrew Craig 0191 4875330 Price Guide: £74,950+

Andrew Craig



Michael Poole

ROOK

MATTHEWS

Michael Poole



Description:

Offered for sale this delightful stone built barn conversion situated in a quiet and lovely hamlet. The property has lots charm and character, features including exposed beams, stone walling, stone flagged flooring and yet has the benefit of modern living, including oil-fired central heating and double glazed windows. Throughout much of the ground floor there is attractive oak flooring and a delightful spacious conservatory overlooking the cottage styled walled garden. Property briefly comprises of entrance porch, hall, cloakroom, living-dining kitchen, lounge, conservatory. To the first floor bedrooms, master with ensuite . Externally there is a garage and gardens to front and rear. EPC Rating E

Call: Rook Matthews Sayer 01434 601616

Price Guide: £279,950+

Lot No. 47 5 Bournemouth Parade, Hebburn NE31 2AU

Rose Cottage, Thorngrafton NE47 7AD

Description:

Offered with No Upper Chain, this spacious three bedroom mid terraced house in need of some improvements, has the potential to provide excellent family accommodation. The large entrance lobby leads to a good sized lounge with double doors leading into the dining kitchen, hallway has downstairs w.c/cloakroom and stairs to first floor, which has three bedrooms and a family bathroom. Other features include Upvc double glazing and gas fired central heating. Externally there is a flagged garden to the rear and a garden to the front. Located close to the A194, this gives easy access to the A19 and Tyne Tunnel plus other main commuting road links.

EPC rating: D

Call: Andrew Craig 0191 4280025

Price Guide: £64,950+

Description:

Extended lease by 125 years. This is a good opportunity to purchase a two bedroom ground floor flat. This property is situated in West Denton Park and benefits from gas radiator heating and double glazing. Internally theaccommodation briefly comprises; an entrance hall, lounge and kitchen, two bedrooms and a bathroom/wc. Externally there is a front garden. Rook Matthews Sayer would highly recommend an internal viewing to appreciate the accommodation and location on offer.

EPC Band D

Call: Rook Matthews Sayer 0191 267 1031 Price Guide: £49,950+

Lot No. 49

36 Union Hall Road, Lemington NE15 8AB

Description:

This wonderful family home is located on Union Hall Road in Lemington. The semi detached home includes gas radiator heating and double glazing and accommodation including a vestibule, hall, lounge and dining room, kitchen, to the first floor there are three bedrooms and a bathroom/wc. Externally there is an enclosed area. Rook Matthews Sayer would recommend an internal viewing to appreciate the accommodation and location on offer.

EPC rating: D

Call: Rook Matthews Sayer 0191 267 1031 Price Guide: £79,950+

www.agentspropertyauction.com













Andrew Craig









5 Morley Avenue, Gateshead NE10 0UJ

Andrew Craig



Description:

An opportunity to purchase a deceptively spacious two bedroom ground floor flat within a pedestrianised residential avenue and offered with no onward chain. Close to local amenities including shops, schools, supermarkets and metro station to connect further afield. The internal layout briefly comprises, Entrance hall, lounge, two bedrooms, kitchen and bathroom/wc. Warmed by gas central heating and improved with double glazing. Externally rear yard. Viewing is recommended to appreciate the potential on offer.



EPC rating: C

Call: Andrew Craig 0191 4875330 Price Guide: £64,950+

Lot No. 51 136 Hotpsur Street, Heaton NE6 5BH





Description:

Available with no onward chain this 3 bedroom ground floor flat on Hotspur Street, Heaton. Hotspur Street is ideally located, close to a number of amenities including shops, restaurants and supermarkets. Newcastle City Centre is also a short stroll away. Internally the property will require updating and briefly comprises, entrance hall, lounge, kitchen, 3 bedrooms and a shower room/WC. Externally there is a shared rear yard. Additional benefits include gas central heating and double glazing.



EPC Rating C

Call: Rook Matthews Sayer 0191 2761283

Price Guide: £84,950+

Lot No. 52

107 York Avenue, Jarrow NE32 5EH

Description:

In need of updating and offered with No Upper Chain this rarely available two bed semi detached bungalow Is ideal for anyone wishing to downsize. A generous hallway leads to all rooms with the lounge having Upvc double glazed bay window and sliding doors opening through to the dining room. The kitchen leads out to the rear garden where there is a large detached double garage with electrically operated door. There are two bedrooms (one with Upvc double glazed bay window). The remaining windows are also Upvc double glazed and there is gas combi central heating.



EPC rating: D

Call: Andrew Craig 0191 4280025 Price Guide: £169,950+

Lot No. 53

32 Whitefield Crescent, Pegswood NE61 6SG



Andrew Craig



Description:

Mike Rogerson are pleased to bring to the market this two bedroom semi detached family home situated within a mature residential district. The accommodation briefly comprises of an entrance porch, hallway, kitchen, utility room, dual aspect lounge/dining room. To the first floor there are two double bedrooms and a family bathroom with white suite. Externally there is rear garden, the property benefits from double glazed windows and gas fired heating to radiators, the property is offered with the advantage of no onward chain.



EPC rating: D

Call: Mike Rogerson 01670 517500

Price Guide: £64,950+



185 Steward Crescent, South Shields NE34 7EF

Andrew Craig



Description:

A three bedroom semi detached house currently let on an expired AST at £495 pcm. We are advised that the property can offered for sale with vacant possession. With gardens to the front and rear it is located within the ever popular area of Marsden within South Shields, convenient for access to all local shops, schools, transport links and access to the Seafront. Benefits include upvc double glazing and gas central heating.



EPC Band: D

Call: Andrew Craig 0191 4271722 Price Guide: £64,950+

Lot No. 55 7a Leybourne Avenue, Forest Hall NE12 7AP





Description:

Situated within this favoured residential location is this well presented two double bedroom detached bungalow which will appeal to a variety of buyers. The property is accessed UPVC French doors into the sitting room, leading to the entrance hallwaywith doors off to all rooms, lounge to the front with a feature bay window, well appointed dining kitchen with a good range of wall and base units with space for appliances and space for table and chairs, door to a useful utility room, two doublebedrooms and a bathroom/W.C., and gardens to three sides. The property benefits from no onward chain, double glazing and gas central heating.



EPC Band: C

Call: Rook Matthews Sayer 0191 266 7788

Price Guide: £149,950+

Lot No. 56

100 Cairo Street, Sunderland SR2 8QL

Description:

A spacious two bedroom mid terraced cottage located within easy access to Sunderland City Centre, local schools and shops. Giving spacious living accommodation which is sure to appeal to a range of buyers including first time buyers, those looking to downsize and investors alike. The property briefly comprises of entrance hallway, lounge, kitchen, two bedrooms, bathroom, separate wc and rear yard with off street parking. Other benefits include combi gas central heating and double glazing.



EPC rating: D

Call: Andrew Craig 0191 5653377 Price Guide: £29,950+

Lot No. 57

15 Symington Walk, Darlington DL1 1HE





Description:

Ideally suiting the property investor with the potential of providing a healthy rental yield this is a deceptive, modern mid terraced house with gas fired central heating and UPVC double glazing. Conveniently located the property offers well proportioned accommodation which briefly comprises on the ground floor; entrance lobby, lounge with square bow window and feature fireplace, kitchen fitted with a range of floor and wall units, and a conservatory. To the first floor there are three bedrooms and a bathroom/w.c. fitted with a white suite. Externally there are lawned gardens to the front and to the rear.



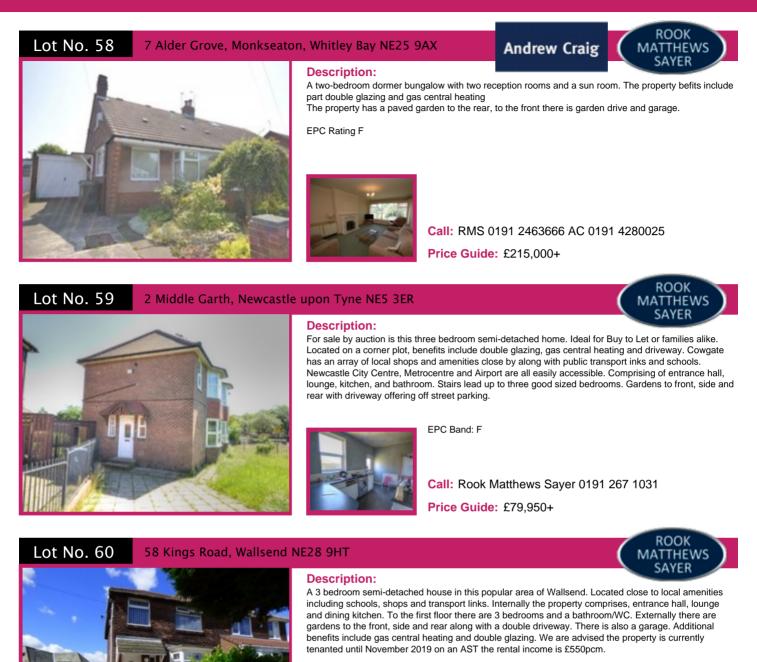
EPC rating: C

Call: JW Wood Estate Agents 01325 485 151

Price Guide: £69,950+

Andrew Craig







EPC rating: D

Call: Rook Matthews Sayer 0191 276 1283 Price Guide: £119,950+

Lot No. 61

62 Grosvenor Gardens, Jesmond NE2 1HQ





Description:

An investment opportunity to purchase a traditional style, ground floor Tyneside flat. The property is located within a close walking distance to Jesmond Dene and situated within Jesmond Vale, with good local bus services and road links in and out of the city centre. There is an array of local shops, amenities and supermarkets on Jesmond Road and good road access links and public transport. The property accommodation comprises: Entrance hallway, open plan living room/fitted kitchen, three bedrooms, and family bathroom. With gas central heating, double glazing. We have been advised the vendor has a rental agreement proposed from August 2019 for 12 months at £795pcm.

EPC rating: D



Call: Rook Matthews Sayer 0191 281 6700

Price Guide: £139,950+



4 Norfolk Avenue, Birtley DH3 2DG

Description:

A semi detached house located on this popular residential estate, ideally located for local amenities including schools, transport links to Chester le Street, Durham and Newcastle. Whilst the property is in need of modernisation this would be an ideal purchase for buy to let or first time buyer looking to make their own. The internal layout offers entrance hall, lounge open through to dining area, breakfasting room and kitchen. To the first floor two bedrooms and bathroom with separate wc. Externally occupying a generous plot with gardens to front and rear. Viewing is recommended to appreciate potential.



EPC rating: E

Call: Andrew Craig 0191 4875330 Price Guide: £74,950+

Lot No. 63 8 Beaumont Hill, Darlington DL1 3NG



Andrew Craig



Description:

This detached dormer bungalow requires modernising but offers space and the potential for a special family home. Sitting on a quarter of an acre plot, the property could be updated but currently benefits from gas central heating and some double glazing. It has off street parking for several cars in addition to the garage which features an inspection pit. The accommodation comprises briefly of entrance hallway, living room with bay window, three bedrooms, bathroom/wc, kitchen and rear sitting room. On the first floor there are two further bedrooms and another bathroom. Externally there is ample off street parking and large mature gardens.

EPC rating: E



Call: JW Wood Estate Agents 01325 485 151

Price Guide: £185,000+



ROOK

MATTHEWS SAYER



Description:

Beautifully presented, modern four bedroom semi-detached house on this sought after development. Tastefully presented throughout and boasting lounge, downstairs cloaks/w.c., fabulous modern dining kitchen with integrated appliances and French doors to the rear garden, Three excellent sized bedrooms, the master bedroom with a contemporary en-suite shower room, fantastic modern bathroom suite, low maintenance rear garden, not overlooked, and driveway for off street parking. The garage has been converted and would make a fantastic family room or fourth bedroom. A must view property for those looking in this sought after area of Bedlington.



Call: Rook Matthews Sayer 01670 531 114 Price Guide: £139,950+

Lot No. 65

Lot No. 64

76 Hawthorn Road, Ashington NE63 9BQ

32 Birtley Crecsent, Bedlington NE22 5BP

Description:



EPC rating: C

Call: Rook Matthews Sayer 01670 850 850

Price Guide: £49,950+



Description:

147 Milburn Road, Ashington NE63 ONA

This substantial property with plenty of potential is offered for sale on the popular Milburn Road. With gas central heating and double glazing it also has a garage and yard to the rear. The accommodation comprises of entrance hall, spacious lounge with bay window, large kitchen/diner, useful utility area and ground floor shower room. The L- shaped landing leads off to four double bedrooms and a generous shower room. Paved garden to the front, yard and detached garage to rear. No upper chain. Viewings available.



EPC rating: D

Call: Rook Matthews Sayer 01670 850 850

Price Guide: £69,950+

Lot No. 67 111 Westminster Close, Eston TS6 9NR

Description:

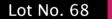
Detached two bedroom bungalow the accommodation briefly comprises entrance hall, living room, kitchen, front bedroom, master bedroom and bathroom.



EPC rating: C

Call: Michael Poole 01642 955180

Price Guide: £84,950+



8 Whitby Close, Skelton TS12 2NP

Description:

What a fantastic size three bedroom flat, offered to the market with no onward chain, in excellent decorative order. Worthy of particular mention is the superb lounge dining room with impressive views across surrounding properties to the hills. The property offers an abundance of storage and resident parking. Be quick with this one, it's a real cracker and it is sitting there ready for you to put your own mark upon it.



EPC rating: C

Call: Michael Poole 01642 285041 Price Guide: £39,950+

Lot No. 69

7 Hillcrest, Jarrow NE32 4DP

i

Description:

An individually built in and recently re-furbished four bed detached bungalow having a definite WOW Factor! This property is a credit to the present occupiers and the superbly appointed accommodation has been furnished with internal fixtures and fittings to the highest standard. This includes modern Oak style panelled doors, tiling to floor and a comprehensively fitted kitchen. Situated in a cul-de-sac position the property offers accommodation for a variety of buyers and briefly comprises: Entrance hall with cloaks/shower room/w.c. Lounge and dining/family room opening to the kitchen. Two ground floor bedrooms. To the first floor there are two further bedrooms (one with walk in dressing room) and the main family bathroom fitted with a four piece suite.



EPC rating: C

Call: Andrew Craig 0191 4280025 Price Guide: £239,950+

www.agentspropertyauction.com

Andrew Craig

ROOK

MATTHEWS SAYER

Michael Poole

Michael Poole



14 Kinross Drive, Stanley DH9 6UT

Description:

A well-presented two-bedroomed terraced house, situated within this popular residential estate in East Stanley and available with no onward chain. The house is ideal for first time buyer or investors, with a modern kitchen, uPVC double glazing and gas central heating. The accommodation comprises entrance lobby open into lounge, fitted kitchen diner to the rear, first floor landing, two bedrooms and a bathroom fitted with a white suite. There is a terraced garden to the rear, and a flagged patio garden to the front. Kinross Drive is located on a popular modern development within a short drive of Stanley town centre where a good range of facilities is available.



EPC rating: C

Call: JW Wood Estate Agents 01207 235 221 Price Guide: £54,950+

Lot No. 71 13 Dennison Crescent, Birtley DH3 1NL

Andrew Craig

WOOD



Description:

An ideal opportunity to purchase a semi detached house located on a popular development within Birtley. Easy access to Birtley town centre offering an array of local amenities including schools, shops, restaurants, and good public transport links. The accommodation briefly comprises entrance hall, lounge and kitchen. To the first floor two bedrooms and bathroom. Externally there is paved to rear and a generous plot to the front. Whilst in need of improvement this would suit both first time buyers or investors and viewing is recommended.



EPC Band: D

Call: Andrew Craig 0191 4875330

Price Guide: £69,950+



Old School House, Chapel Lane, Whitley Bay NE25 8AD





Description:

Detached home located in this prestigious location with easy access to local amenities including Monkseaton Metro Station. Comprises:- reception hallway, lounge with wood burning stove, formal dining room with attractive fireplace, breakfasting kitchen, guest cloakroom to the ground floor. At first floor level there is a generous sized landing with part vaulted ceiling, three bedrooms with en suite shower room/wc to master and family bathroom/wc. Externally there is an attached garage, double width block paved driveway and small low maintenance gardens with wrought iron railings and stone built perimeter wall. Gas centrally heated and UPVC double glazing. Offered with immediate vacant possession



Call: Rook Matthews Sayer 0191 2463666 Price Guide: £349,950+





13 Phoenix Court, Morpeth NE61 1LN





Description:

A fantastic opportunity to purchase this two-bedroom first floor flat on Phoenix Court, Morpeth. Perfectly located for access to Morpeth town centre which offers a huge range of good local amenities as well as being close to, Morpeth train and bus stations. The flat benefits from UPVC double glazing and gas central heating and is offered to the market with the advantage of no upper chain and briefly comprises of: Entrance hallway with stairs to first floor, inner hallway, lounge, kitchen, two bedrooms and bathroom/WC. Externally the flats benefit from a communal garden and residents parking which is on a first come first served basis

EPC rating: C



Call: Rook Matthews Sayer 01670 511 711

Price Guide: £84,950+



Description:

3 Windmill Court, Newcastle Upon Tyne NE2 4BA

A well presented, two bedroom ground floor apartment, situated within the development of Windmill Court on Claremont Road, Spital Tongues. The property is ideally situated, close to Newcastle University, the Royal Victoria Infirmary and the Dental hospital. The accommodation briefly comprises; entrance hall, lounge, kitchen, two bedrooms and a bathroom/wc.



EPC rating: C

Call: Rook Matthews Sayer 0191 281 6700 Price Guide: £89,950+



Description:

It gives us immense pleasure to offer for sale upon the open market this well presented and spacious three bedroom end link home which offers gas central heating system, double glazing and neutral decor throughout. Offering easy walking access toPeterlee Town Centre this delightful home boasts entrance hall, lounge, kitchen, three bedrooms and bathroom/w.c., Externally it occupies a generous end plot with gardens to front and rear, with additional garden area to the rear



EPC Band: E

Call: Kimmitt and Roberts 0191 5183334

Price Guide: £54,950+

Lot No. 76

4 Edward Terrace, New Brancepeth DH7 7EN



Available with the benefit of immediate vacant possession, we have pleasure in offering for sale this altered and improved mid terraced property with gas fired central heating and double glazing. Ideally suited to first time buyers or investment purposes, it provides accommodation briefly comprising: lounge, open plan dining room, kitchen, two bedrooms and bathroom/wc. There is a small garden area to the front and a self contained yard to the rear.



EPC Band: D

Call: JW Wood Estate Agents 0191 386 9921 Price Guide: £44,950+



3 Fencer Hill Square, Gosforth NE3 2AW





Description:

Viewing is essential to appreciate this two bedroom ground floor apartment located within this sought after private development on the Northern fringe of Central Gosforth. The property benefits from a range of quality fixtures and fittings to incorporate fully integrated kitchen with granite work surface. There is an en suite to the master bedroom together with bathroom and conservatory leading to a private patio garden. The development also benefits from its own private gym and sauna. Externally there are well maintained communal garden and an allocated parking space.



EPC Band: C

Call: Rook Matthews Sayer 0191 284 7999

Price Guide: £149,950+



WOOD

ROOK

MATTHEWS SAYER



17 Victoria Terrace, Lanchester DH7 0JB

Description:

An extended three-bedroomed end terraced house situated close to this popular village centre and available with no onward chain. The house requires some further improvement but has uPVC double glazing and gas central heating and provides accommodation comprising, from the rear: kitchen, shower room, dining room open into living room with door to front garden, lobby with stairs to first floor, bathroom off the half landing, landing to two double bedrooms and a single bedroom. There is a rear yard with access along the side of the house to the front garden, which has a gate to the lawned private lane that has a right of access for residents along the terrace.



EPC Rating D

Call: J W Woods 01207 502109 Price Guide: £99,950+

Lot No. 79 14 Westwood Gardens, Newcastle upon Tyne NE3 3DA



WOOD



Description:

A traditional three bedroom extended semi detached house located within this popular residential street convenient for access to local schools, shops, amenities and transport links. Gosforth High Street and the A1 motorway are a short distance away. The property is ideally suited for a growing family and benefits from a ground floor wc, good size garden and ample off street parking. Additional features include upvc double glazing and modern gas fired central heating via combination boiler. The property comprises; entrance porch, reception hallway, three ground floor receptions, fully fitted kitchen, utility, ground floor wc, three bedrooms, family bathroom and a separate wc. There is a good size lawned garden to the rear together with ample off street parking to the front and attached garage.



EPC rating: E

Call: Rook Matthews Sayer 0191 284 7999

Price Guide: £215,000+

Lot No. 80

16a Clifton Road, Cramlington NE23 6TG





Description:

Mike Rogerson Estate Agents welcome to the market this two bedroom first floor flat situated on Clifton Road, Cramlington. Conveniently located near by to local shops and amenities. The layout of the accommodation on offer briefly comprises; entrance, lounge, inner hallway, kitchen, two bedrooms and a bathroom. The property benefits from gas central heating via radiators and uPVC double glazing.

EPC Band: E

Call: Mike Rogerson 01670 732400 Price Guide: £29,950+

Lot No. 81

12 Dene Crescent, Shotton Colliery DH6 2QU

kimmitt/roberts



Description:

A two bedroom mid terrace house benefitting from gas central heating and double glazing. The property briefly comprises of lobby, living room/dining room, kitchen, bathroom. To the first floor landing there are two bedrooms. Externally there is a yard to the rear.



EPC rating: D

Call: Kimmitt and Roberts 0191 584 8080 Price Guide: £36,000+



Lot No. 82 110 Haydon Close, Newcastle upon Tyne NE3 2BZ Andrew Craig **Description:** TOP FLOOR FLAT - Available on Haydon Close - This one double bedroomed apartment should suit a variety of buyers, including first-time buyers or prospective landlords. The layout comprises: Communal entrance and stairs leading to top floor. Hallway, lounge, fitted kitchen, bathroom/w.c., and one double bedroom. Externally there is a garage located in a nearby block. Within easy reach of local amenities to include Newcastle International Airport, local shops, schools and transport links. EPC rating: F Hall. Call: Andrew Craig 0191 2859024 Price Guide: £45,000+ Lot No. 83 26 Banbury Terrace, South Shields NE34 OSE Andrew Craig **Description:** We are please to offer to the three bedroom, two reception end terraced HOUSE available in this popular residential location in South Shields. Located very well for local shops, highly regarded schools and bus links to other areas. Internally the accommodation layout briefly comprises of entrance lobby, hallway, lounge, dining room and kitchen. To the upper floor there are three bedrooms and fitted family bathroom and separate wc. Externally the property benefits from a private yard to the rear with garage door providing off street parking for two cars. EPC Band: D Call: Andrew Craig 0191 4271722 Price Guide: £134,950+ MIKE Lot No. 84 21 Ridley Terrace, Cambois NE24 1QS ROGERSO **Description:** We welcome to the market this two bedroom terraced house set in the quite coastal Town of Cambois Blyth Northumberland. The property benefits from double glazing and solid fuel heating. This property is in a very desirable location and is in need of a little TLC The property comprises; entrance hallway, lounge, fitted kitchen, family bathroom and two bedrooms. The property is close to the local beach great for walking and there is a local bus going through the small town. EPC Rating E



Call: Mike Rogerson 01670 361911 Price Guide: £39,950+

Lot No. 85

1 Marsham Close, Dumpling Hall NE15 7QL





Description:

This is a fabulous opportunity to purchase a well positioned and spacious family home Located in Dumpling Hall. This vacant property would accommodate a growing family who are looking for a detached house with potential. Briefly comprises; an entrance porch leading into the open plan lounge/dining room, conservatory and kitchen . The first floor has three double bedrooms and features fitted wardrobes in two. The master bedroom has en-suite facilities and there is a separate family bathroom/wc.Externally, the front offers a garden with a block paved drive to the side leading to the garage, the rear has an enclosed garden space.



EPC rating: D

Call: Rook Matthews Sayer 0191 2671031

Price Guide: £149,950+



Andrew Craig



Description:

Three bedroom mid terraced property upgraded to a very high standard. Offering a modern kitchen, modern bathroom and neutrally decorated throughout. Located centrally in South Shields, this property is within walking distance to many amenities including local shops, local park, Metro link, bus links on Stanhope Road and access in to the town centre. Internally this spacious and fresh home briefly comprises of door to hallway, beautiful open plan modern kitchen diner and lounge to the lower level. To the upper lies two double bedrooms, one single bedroom and family bathroom with P-shaped bath. Externally to the rear lies a large private yard with off street parking for multiple cars.



EPC Rating D

Call: Andrew Craig 0191 4271722 Price Guide: £89,950+

Lot No. 87 16 Bronte Way, South Shields NE34 9JY

Andrew Craig



Description:

Welcomed to the market is this three bedroom detached house on the popular new build estate of Biddick Green. Internally the accommodation layout briefly comprises of door to hallway, lounge to the front, inner hallway, ground floor wc and door through to the open plan kitchen diner. To the first floor lies three well proportioned bedrooms, master benefiting from an en-suite shower room and a separate bathroom wc. Externally to the front there is a double driveway and single integral garage proving ample off road parking. To the rear there is a good sized lawned garden and patio area. The garage has an electric supply.



EPC rating: C

Call: Andrew Craig 0191 4271722

Price Guide: £139,950+



2 Rockwood Gardens, Ryton NE40 4BB

Description:

Rook Matthews Sayer are pleased to offer this 2 bedroom mid terrace to the market on Rockwood Gardens, Greenside. Property benefits from gas central heating, double glazing with stunning views over the valley. The property briefly comprises of entrance hallway, spacious lounge and dining kitchen and to the first floor there are two good size bedrooms and a family bathroom. Externally there is a yard to the rear and low maintenance garden to front.



EPC rating: D

Call: Rook Matthews Sayer 0191 4131313

Price Guide: £79,950+



 \bigtriangledown

40 Prior Terrace, Hexham NE46 3EU

Description:

A three bedroom top floor flat, benefits include gas central heating and double glazing. Property briefly comprises of entrance hall, two bedrooms, living room, bathroom, kitchen, stairs to the second floor leading to bedroom one.

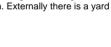




EPC rating: E

Call: Rook Matthews Sayer 01434 601 616 Price Guide: £84,950+





ROOK

MATTHEWS SAYER



Mendip Bungalow, 27 Fines Road, Consett DH8 6QS

WOOD

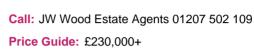


Description:

The bungalow has gas central heating, via combi. boiler, and uPVC double glazing with generous accommodation comprising: entrance porch, W.C., split-level living/dining room with French doors to the front garden, fitted kitchen, large utility room, inner hallway to two double bedrooms, a further bedroom/sitting room and a fourth bedroom/study, and a bathroom fitted with a white suite. There is an attached double garage with electric roller door and a landscaped rear patio garden with Indian sandstone and raised, well-stocked borders. There is also a patio to the front and a walled, lawned garden that extends around the side. There is shared access for the neighbour along the private driveway.



EPC Band: D



Lot No. 91 99 Cemetery Road, Gateshead NE8 3HH

Andrew Craig



Description:

Well presented mid terraced townhouse which is warmed via gas central heating and has the benefit of upvc double glazing and a security alarm system. Accommodation comprises entrance hallway, living room, breakfasting kitchen with integrated oven, utility room and downstairs w.c. to the ground floor whilst to the first floor there are two double bedrooms and family bathroom. Second floor master bedroom with en-suite. Externally there is a driveway to the rear and a patio garden area.



EPC rating: C

Call: Andrew Craig 0191 4875330 Price Guide: £99,950+



REMOTE BIDDING APPLICATION FORM

Please select method of bidding:		TELEPHONE		PROXY		
I (name) accordance with the full terms ar www.agentspropertyauction.com	nd conditions shown in the auct	ion catalogue and			d on my beh	alf in
Option One – I will pay a 10% dep	posit (subject to a minimum of £	3000) and exchan	ge contrac	ts on the fall of the	gavel.	
Option Two – I will pay a non re contract pack.	fundable £3000 deposit and wil	l exchange contra	cts within	28 days of my soli	citor receivin	ıg the
In both cases a non refundable £	750 plus VAT (£900.00) Adminis	tration Fee is paya	ble.			
Date of Auction:		Lot Number:				
Address of Lot:						
		Post Code:				••••••
The Lot is offered for sale under:		Option One		Option Two		
Maximum Bid (in words) £:						
Buyers Information – Full Name,	/Company Name:					
Address:						
		Post Code:				
Tel No: Home:	Business:		Mob	ile:		
Date of Birth:		Occupation: .				
E-mail address:						
Solicitors Name & Address:						
Post Code:		Tel No:				
Deposit & Administration Fee Pay Account of The Agents Property required at the time of placing th	Auction. Unfortunately cash ca			=		
I confirm I have read, understand give the Auctioneers the authorit	_		bound by t	hem should my bio	l be successfu	ıl and
Signature	Print Name:		Da	ate:		
The Agents Property Auction Ltd, 14a	Front Street, Prudhoe, Northumber	land, NE42 5HN.			Arc. The Property	4

Tel: 01661 831 360 Fax: 01661 832 306 Email: info@agentspropertyauction.com Web: www.agentspropertyauction.com Genbudsman Saits

Registered in England No: 07097790 VAT No: 984 8051 82



Notes:



Notes:



Terms & Conditions

About us and Important Auction Information

The following notes and provisions apply to the sale of all properties at our auctions. The notes are only intended to assist prospective Buyers by summarising the main terms and are not intended to be a substitute for reading and considering them in full. Buyers and their professional advisors must read the full provisions carefully as Buyers (and/or person bidding) will be deemed to have accepted them and be bound by them.

Buyers should consider taking legal and financial advice, obtaining a structural survey and valuation before commitment to bidding (or having another person do so). Legal and other matters relating to property in the United Kingdom can be complex. We cannot stress too strongly that professional advice should be taken by Buyers to ensure they are aware of these complexities. Buyers should have their professional advisers consider and advise them on all aspects of their prospective purchase. All documents and other information relating to the lot should be carefully considered.

1. Conditions of Sale All lots will be sold subject to the applicable provisions set out or referred to in this Catalogue and the Seller, Buyer (and/or bidder) will be deemed to have accepted and be bound by them.

2. Inspection of Properties Buyers are assumed to have inspected all lots in which they are interested and satisfied themselves in relation to them (including in respect of making searches and enquiries in respect of the lot to the extent necessary). The Buyer accepts the state and condition and location of the lot (including with regard to fixture, fittings and equipment and/or environmental and contamination issues).

3. Buyer's Registration Buyers interested in bidding must complete a registration form (which is available upon request and on our website) and will be subject to the further terms and conditions stipulated therein. We are not obliged to accept any bid from a bidder (or the person for whom the bidder is acting) who has not registered.

4. Auction Types We have two types of auction and it is the Buyers responsibility to check which one applies (the terms and conditions of sale applicable to each auction type are different).

4.1 Option One If the lot is in an Option One type auction, the lot will be subject to the Option One Conditions (as stipulated in our General Auction Terms of Business in this Catalogue). On the fall of the gavel the Buyer is required to pay a deposit to us equal to the higher of (1) 10% of the successful bid price and (2) f_3 ,000. Exchange of contracts (between Seller and the Buyer) occurs immediately, if the sale occurs during an auction (arranged by us) and in all other circumstances, when the applicable Sale Memorandum, has been signed by (or on behalf of) the Seller and Buyer and payment of the said deposit by the Buyer. Completion of the sale and purchase of the lot will take place 28 days following (or if it is not a Business Day on the next Business Day) the date of exchange of contracts.

4.2 Option Two If the lot is in an Option Two type auction, the lot will be subject to the Option Two Conditions (as stipulated in our General Auction Terms of Business in this Catalogue). On the fall of the gavel or acceptance of an offer by the Seller, the Buyer shall pay a £3,000 non-refundable deposit to us and sign the applicable Sale Memorandum requiring exchange of contracts to take place within 28 days of the buyers solicitor receiving the contract pack (or if that day is not a Business Day on the next Business Day). Completion of the sale and purchase of the lot must take place within 14 days (or if that day is not a Business Day) on the next Business Day on the next Business Day) of the date of exchange of contracts. The Sale Memorandum is not a legally binding contract (as a contract to enter into a contract in not typically enforceable in English law) for the Seller to sell and the Buyer to buy the particular lot but represents the intention to do so. However, the Seller will have the security of the non-refundable deposit. All deposit monies will be held in the Client Account of The Agents Property Auction until exchange of contracts.

5. How to Bid The Buyer may bid in person. Alternatively, if the Buyer is unable to attend the auction in person, bidding is available remotely by telephone or proxy bid subject to the Buyer completing and returning our Remote Bidding Form which is provided in this catalogue (and is also available on our website). Remote bidding is subject to availability and subject to further terms and conditions (which may be stipulated on our website).

6. Deposits may be paid by cheque, bankers draft or by prior arrangement into the Client Account of The Agents Property Auction. Unfortunately cash cannot be accepted. Proof of identity and address is required for all successful bidders in order for us to comply with Money Laundering Regulations. Original documents must be provided, photocopies are not accepted. For proof of identity we can accept – current signed passport, current full UK/EU photo card driving licence, resident permit issued by the Home Office to EU Nationals. Fire Arms Certificate. For proof of address we can accept – A utility bill issued in the last three months (not a mobile phone bill), local authority tax bill, bank or building society statement containing current address. We reserve the right to conduct a soft imprint online identification search on any successful bidder/buyer.

7. Withdrawal of Lots We reserve the right to withdraw lots from auction at anytime and for any reason and/or change the type of auction for a particular lot.

8. Guide Prices, Reserve Prices, Estimates, Plans, Measurements and Photographs Any guide price shown in any marketing materials are only intended to be estimate of the anticipated sale price but may not be necessarily what the lot sells for. Such guide prices are not intended to be valuation of the lot and must not be relied upon by Buyers as such (Buyer must satisfy themselves by an appropriate independent valuation). Each auction property is offered at a guide price and is also subject to a reserve price. Â The guide price is the level where the bidding will commence. The reserve price is the sellers minimum acceptable price at auction and the figure below which the auctioneer cannot sell, The reserve price, which may be up to 10% higher than the guide 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 auction. Any estimated information is only intended to be guidance to a prospective buyer. We give no guarantee or warranty as to its accuracy and Buyers must satisfy themselves in this regard. If we have provided or referred to and plans, measurements or photographs (whether or not in this Catalogue) those plans, measurements and photographs are only provided (or referred to) to assist prospective Buyers to identify the lot and are not intended to form part of the conditions of sale or be relied upon and Buyers must form their own opinion. Any measurements may have originated from scaled drawings and/or plans but may not have been reproduced accurately and should therefore be treat with caution and verified by the Buyers own enquiries and inspection.

9. Variation to this Catalogue An addendum will be available at the auction showing any alterations to the information contained in the catalogue and will be announced by the Auctioneer prior to the lot being offered for sale. It is the Buyers responsibility to check this prior to bidding or attending the auction and we accept no liability for the Buyer's representative) not doing so.

Our General Auction Terms of Business 1. Interpretation

1.1 A reference in this Catalogue to the Common Auction Conditions is a reference to the provisions in the Common Auction Conditions section of this Catalogue.

1.2 A reference to the Glossary is a reference to the Glossary contained in the Common Auction Conditions. 1.3 Words in bold blue type have special meanings, which are defined in the Glossary. 1.4 A reference to Option One or Option Two is a reference to the type of auction a lot is entered into.

2. Conditions applicable to the auction types

2.1 Option One Conditions

If a lot is being sold under Option One the following provisions shall apply:

2.1.1 the Common Auction Conditions (set out in this Catalogue) will apply as varied by the provisions of this section of the Catalogue;

2.1.2 [the Common Auction Conditions are varied so that completion is required to take place (save where there is special condition to the contrary) within 28 days of the date of the sale memorandum (or if that day is not a business day on the next business day);]

2.1.3 the Seller is required to provide us with any special conditions which relate to the lot and legal pack at least 24 hours prior to the auction;

2.1.4 any special conditions and the legal pack will be made available by us to a potential buyers upon request as soon as possible (following receipt by us) but may be available sooner directly from the Seller's lawyer;

2.1.5 it is the potential buyer's responsibility to obtain copies of any special conditions, legal pack and/or any addendum and to check that no updated version exist;

2.1.6 without liability, we reserve the right to change and move a particular lot to the Option Two auction at any time and for any reason (in our absolute discretion) and if we decide to do so the lot may be withdrawn from the auction and entered instead into the next auction arranged by us;

2.1.7 subject to the foregoing provision, the lot will be entered into the auction;

2.1.8 a copy of any special conditions and/or addendum must be annexed to the sale memorandum;

2.2 Option Two Conditions If a lot is being sold under Option Two the following provisions shall apply:

2.2.1 the Introduction, Important Notice and Glossary of the common auction conditions the auction conduct conditions will apply to the extent they are not inconsistent with these conditions or the Option Two auction type;

2.2.2 upon a successful bid: (a) a sale memorandum will be exchanged. However, this sale memorandum: (i) will only set out the particulars of the lot and successful bid; (ii) only amounts to an intention between the Seller and Buyer to enter into a binding legal contract



[within 28 days of the buyers solicitor receiving the contract pack (or if that day is not a business day on the next business day), with completion being required within 14 days of the date of the binding contract (or if that day is not a business day on the next business day)] and does not amount to a binding contract between them whereby the Seller is obliged to sell and the Buyer is obliged to buy the lot: (iii) the Seller and the Buyer are both required to use their best endeavours to exchange a binding contract including provisions substantially similar to the spirit of general conditions varied as reasonably required by the Seller and Buyer taking account of the nature of the lot and any reasonable special conditions which any prudent lawyer acting for a Seller would have included prior to the auction in special conditions (had the lot been sold under Option One); (b) the Buyer must pay to us a non-refundable reservation fee of £3000 (in the same manner as a deposit would have been paid for a lot sold under Option One), and: (i) if due to the fault of the Buyer (or the Buyer's lawyer), exchange of a binding contract does not occur by the relevant date (or such other date agreed in writing between the Seller and the Buyer) the nonrefundable deposit is forfeit by the Buyer; (ii) if due to the fault of the Seller (or the Seller's lawyer), exchange of a binding contract does not occur by the relevant date (or such other date agreed in writing between the Seller and the Buyer) the non-refundable deposit will be returned as soon as reasonably practicable to the Buyer. (c) the Buyer's lawyer is entitled. before exchange of the binding contract, to raise reasonable relevant enquiries and the Seller must answer these to the best of their knowledge and not delay replying to them.

3.General provisions applicable to Sellers and Buyers

3.1 General Auction Conditions

 $3.1.1\ \mbox{We are not responsible for the upkeep, maintenance, repair and security of the lot at any time.$

3.2.1 We may offer financial services to the Buyer and may act in the sale (including in the same auction) of any Buyer's property.

We may refer the buyer to a North East based Solicitor from our panel. It is their decision whether they choose to deal with them,

should they decide to use them you should know that we would receive a referral fee of ± 120 including Vat from the recommendation.

3.1.3 The Buyer agrees that, to the maximum extent permitted by law, we shall not be liable to the Buyer for any liability (of whatever kind) in respect of the particulars of anything contained or referred to in this catalogue being incomplete, inaccurate, unfair and/or misleading.

3.2 Charges and payment

3.2.1 The Buyer must pay us an administration fee of £750.00 plus VAT (\pounds 900) immediately following a successful bid (by whatever method we may stipulate acting reasonably). 3.2.2 All fees and charges payable to us shall be paid without deduction, counterclaim or set-off.

3.3 Proof of Identity and Proceeds of Crime Act

3.3.1 We are required to satisfactorily identify all Sellers, Bidders and Buyers, and any other person who proposes to pay funds into our bank account. Such persons are required to provide to us evidence to verify both identity and the source of funds which will be provided for the purpose of funding transactions or arrangements. We will keep records of the information for five years.

The Data Protection Act 2018 ('the Act') governs the processing of information relating to individuals, including obtaining, use or disclosure of information. Personal data obtained by us under the Act is only processed for the prevention of money laundering and terrorist financing. This use is necessary in order to exercise a public function that is in the public interest and to carry out a function permitted and/or required by legislation. No other use may be made of the information unless we have consent of the customer or it is allowed by other legislation. Where personal data is required to be used, other than in accordance with this clause 3.3, or as otherwise required by law, written consent will be requested and this data will not be used until such requested consent is provided.

3.3.2 To comply with the Proceeds of Crime Act 2002, we must be satisfied that there is no suspicion of money laundering and/or that we, the Seller, the Buyer and/or any other relevant person are not becoming involved in any of the relevant offences.

3.3.3 If funds are sent to our bank in circumstances where we are not satisfied with the evidence in respect of identity or source of funds, we may not be able to utilise or return funds if we are suspicious of the circumstances in which they were sent.

3.3.4 Where we are unable to comply with the procedural requirements of the money laundering legislation, or where we become suspicious that someone may be involved in money laundering, then we reserve the right to decline any instructions from the Seller, Buyer and/or other relevant person. In such circumstances, we may not be able to return funds to the person from whom they originated or otherwise. A contract is not binding until Agents Property Auction have completed their customer due diligence.

3.3.5 As a matter of law, our money laundering obligations override our business relationship with the Seller, Buyer and/or any other relevant person and it may not be possible for us to discuss these issues with them.

3.3.6 We will not be liable to any person in any respect whatsoever as a result of our taking any steps pursuant to any of the preceding provisions or otherwise in compliance with the money laundering legislation.

3.4 Miscellaneous

3.4.1 No variation of the provisions of this Catalogue (or any document incorporating them) shall be valid unless it is in writing and signed by or on behalf of each of the parties.

3.4.2 Our failure to exercise or enforce any rights available to us shall not be a waiver of any rights and does not prevent us enforcing the rights at a later date.

3.4.3 If any provision of this Catalogue (or any document incorporating them) or part of any provision is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the agreement, and the validity and enforceability of the other provisions of the agreement shall not be affected.

3.4.4 If a provision the provisions of this Catalogue (or any document incorporating them) or part of any provision is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

3.4.5 This Catalogue (or any document incorporating them) and any documents referred to in it constitute the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement. Each party acknowledges that, in entering into the provisions, it does not rely on any statement, representation, assurance or warranty (Representation) of any person (whether a party to thisagreement or not) other than as expressly set out in this Catalogue or those other documents.

3.4.6 The provisions of this Catalogue (or any document incorporating them) are personal to us, the Seller and Buyer (as applicable) and no other person shall have any rights under them.

3.5 Notices

3.5.1 Any notice to be given relating to the auction arrangements shall be in writing and shall be delivered by pre-paid first class post (or pre-paid overseas equivalent) to the respective addresses of the parties as last notified to the other parties.

3.5.2 Notices delivered shall be deemed to have arrived: (a) when posted from and to addresses in the UK, on the second day after posting; (b) when posted from and to addresses overseas, on the tenth day after posting; and (c) when sent by fax, the notice shall be deemed received immediately (provided the sender can produce a valid transmission report).

3.5.3 The sender must prove that the notice was correctly sent. A notice which cannot be supported by evidence that it was served correctly will not be valid.

3.6 Governing law and jurisdiction

3.6.1 Any dispute or claim arising out of or in connection with the arrangements relating to (irrespective of the parties and prior to, during or following the) auction (including noncontractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.

3.6.2 We, the Seller and Buyer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection such arrangements (including non-contractual disputes or claims).

Common Auction Conditions

These Common Auction Conditions are separated into the following three sections:

Glossary

Introduction

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

Auction Conduct Conditions

The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who has a catalogue, or who attends or bids at the auction. They cannot be changed without the auctioneer's agreement. You are deemed to have accepted these terms and conditions if you have been provided with or obtained a copy of this Catalogue, attend an auction or bid at an auction.

Sale Conditions

The Sale Conditions govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum.



Important Notice

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

Take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant; Read the conditions; Inspect the lot; Carry out usual searches and make usual enquiries; Check the content of all available leases and other documents relating to the lot; Check that what is said about the lot in the catalogue is accurate; Have finance available for the deposit and purchase price; Check whether VAT registration and election is advisable;

The conditions assume that the buyer has acted like a prudent buyer. If you choose to buy a lot without taking these normal precautions you do so at your own risk.

These common auction conditions (third edition) are reproduced with the consent of the Royal Institute of Chartered Surveyors (RICS).

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

A1.1 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 disapplied or varied by the sale conditions (even by a condition purporting to replace the whole of the Common Auction Conditions). They can be varied only if we agree.

A2 Our role A2.1 As agents for each seller we have authority to:

(a) prepare the catalogue from information supplied by or on behalf of each seller;

(b) offer each lot for sale; (c) sell each lot;

(d) receive and hold deposits;

(e) sign each sale memorandum; and

(f) treat a contract as repudiated if the buyer fails to sign a sale memorandum or pay a deposit as required by these auction conduct conditions.

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

A2.3 We may cancel the auction, or alter the order in which lots are offered for sale. We may also combine or divide lots. A lot may be sold or withdrawn from sale prior to the auction.

A2.4 You acknowledge that to the extent permitted by law we owe you no duty of care and you have no claim against us for any loss. A3 Bidding and reserve prices

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

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

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

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

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

A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the seller might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always $\hat{a} \in$ ^{*} as the seller may fix the final reserve price, guide 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 toyou 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

(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 £3000 (or the total price, if less). A special condition may, however, require a higher minimum deposit

General conditions of sale

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) 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 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).

G2.1 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)(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.

Title and identity

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

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

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

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

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

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

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

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

(e) The buyer has no right to object to or make requisitions on any title information more



than seven business days after that information has been given to the buyer

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

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

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

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

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

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

G5 Transfer

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

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

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

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

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

G6 Completion

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

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

G6.3 Payment is to be made in pounds sterling and only by: (a) direct transfer to the seller's conveyancer's client account; and

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

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

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

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

G8.1 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

G9 Landlord's licence

deposit under condition G7 3

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

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

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

G9.4 The seller must:

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

G9.5 The buyer must:

(a) promptly provide references and other relevant information; and (b) comply with the landlord's lawful requirements.

G9.6 If within three months of the contract date (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition G9) by notice to the other terminate the contract any time before licence is obtained. That termination is without prejudice to the claims of either seller or buyer for breach of this condition G9.

G10 Interest and apportionments

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

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

G10.3 Income and outgoings are to be apportioned at actual completion date unless: (a) the buyer is liable to pay interest; and

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

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

(a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made; (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and

(c) where the amount to be apportioned is not known at completion apportionment is to be made by reference to a reasonable estimate and further payment is to be made by seller or buyer as appropriate within five business days of the date when the amount is known.

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.

G11 Arrears

Part 1 Current rent

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

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

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

Part 2 Buyer to pay for arrears



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

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

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

Part 3 Buyer not to pay for arrears

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

(a) so state; or

(b) give no details of any arrears. G11.8 While any arrears due to the seller remain unpaid the buyer must:

(a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;

(b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment); (c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require;

(d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order;

(e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and (f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's

successor in title a covenant in favour of the seller in similar form to part 3 of this condition G11. G11.9 Where the seller has the right to recover arrears it must not without the buyer's

written consent bring insolvency proceedings against a tenant or seek the removal of goods from the lot.

G12 Management

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

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

G12.3 The seller must consult the buyer on all management issues that would affect the buyer after completion (such as, but not limited to, an application for 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 sellerwould 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:

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

G15.2 The seller confirms that the seller

(a) is registered for VAT, either in the seller's name or as a member of the same VAT group; and

(b) has (unless the sale is a standard-rated supply) made in relation to the lot a VAT option that remains valid and will not be revoked before completion.

G15.3 The buyer confirms that:

(a) it is registered for VAT, either in the buyer's name or as a member of a VAT group;

(b) it has made, or will make before completion, a VAT option in relation to the lot and will not revoke it before or within three months after completion;

(c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and (

d) it is not buying the lot as a nominee for another person.

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

(a) of the buyer's VAT registration;

(b) that the buyer has made a VAT option; and

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

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

(a) retain and manage the lot for the buyer's own benefit as a continuing business as a going concern subject to and with the benefit of the tenancies; and

(b) collect the rents payable under the tenancies and charge VAT on them

G15.6 If, after completion, it is found that the sale of the lot is not a transfer of a going concern then: (a) the seller's conveyancer is to notify the buyer's conveyancer of that finding and provide a VAT invoice in respect of the sale of the lot; (b) the buyer must within five business days of receipt of the VAT invoice pay to the seller the VAT due; and (c) if VAT is payable because the buyer has not complied with this condition G15, the buyer must pay and indemnify the seller against all costs, interest, penalties or surcharges that the seller incurs as a result.

G16 Capital allowances

G16.1 This condition G16 applies where the special conditions state that there are capital allowances available in respect of the lot.

G16.2 The seller is promptly to supply to the buyer all information reasonably required by the buyer in connection with the buyer's claim for capital allowances.

G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the special conditions.

G16.4 The seller and buyer agree:

(a) to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition G16; and

(b) to submit the value specified in the special conditions to HM Revenue and Customs for the purposes of their respective capital allowance computations.

G17 Maintenance agreements

G17.1 The seller agrees to use reasonable endeavours to transfer to the buyer, at the buyer's cost, the benefit of the maintenance agreements specified in the special conditions. G17.2 The buyer must assume, and indemnify the seller in respect of, all liability under such contracts from the actual completion date.

G18 Landlord and Tenant Act 1987

G18.1 This condition G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987. G18.2 The seller warrants that the seller has complied with sections 5B and 7 of that Act

and that the requisite majority of qualifying tenants has not accepted the offer.

G19 Sale by practitione

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

(c) in respect of the Transferring Employees.

(d) 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

(e) 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

G24.1 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



Upcoming Auctions

2019

	JAN	UARY		FEBRUARY						MARCH								
s M 6 7 13 14 20 21	1 : 8 · 15 1	w т 2 3 9 10 6 17 23 24	ғ 4 11 18 25	s 5 12 19 26	s 3 10 17	м 4 11 18	т 5 12 19	w 6 13 20	т 7 14 21	F 1 8 15 22	s 2 9 16 23	s 3 10 17	м 4 11 18	т 5 12 19	w 6 13 20	т 7 14 21	ғ 1 8 15 22	s 2 9 16 23
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Our Monthly Auction at the Grand Hotel (formerly The Marriott), Gosforth Park, Newcastle NE3 5HN. 6:30pm registration for 7pm start

01661 831 360

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