

## Notes

The following notes and provisions apply to the sale of all properties at our online 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.

### Online Auction Terms

1. Conditions of Sale - All lots will be sold subject to the applicable provisions set out or referred to in the terms and conditions on [www.agentspropertyauction.com](http://www.agentspropertyauction.com) and the Buyer (and/or bidder) will be deemed to have accepted and be bound by them. Before registering to bid the prospective buyer is deemed to have read the Important Information, the Particulars relating to the Lot they are bidding on, the Auction Legal Pack (where applicable) and the Addendum (where applicable). They are also deemed to have obtained any legal and professional advice regarding any queries they may have.

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 and Bidding - Buyers interested in bidding must complete the online registration request to bid and provide the requested identification and proof of residency on [www.agentspropertyauction.com](http://www.agentspropertyauction.com). The registration link is found on the property details of each lot. We are not obliged to accept any bid from a bidder who has not registered. Agents Property Auction reserve the right to withdraw any proxy or internet bids if for whatever reason they have any doubts with regards to the bid. It is the bidder's responsibility to ensure the registration process has been fully completed and they have received authority to bid from Agents Property Auction prior to the lot opening and the bidding commencing. By registering the bidder/buyer confirms if their bid is successful, the deposit and administration fee will be payable immediately and Agents Property Auction will sign the Contract/Memorandum of Sale on their behalf. If bidding by Proxy, the maximum bid should be clearly stated and this is the figure the Agents Property Auction will bid up to on auction day, however Agents Property Auction cannot control the bids in order that your maximum price is the winning bid. If you wish to withdraw your bid, the Auctioneers require written notification 24 hours before the bidding commences. It is the bidder's responsibility to obtain the receipt that this notification has been received. During any internet bids Agents Property Auction will not take any responsibility for any loss of any services or disruptions to the internet and therefore may affect the bidding process.

4. Auction Types - We have two types of auctions 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 electronic 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) £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 (\*unless amended within the Special Conditions of the legal pack) A contract is not binding until Agents Property Auction have completed their customer due diligence.

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 electronic 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 buyer's 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) of the date of exchange of contracts. The Sale Memorandum is not a legally binding contract (as a contract to enter into a contract is 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.

4.3 On both Option One and Option Two the buyer must pay us an administration fee of £2000 plus £400 VAT (total £2400.00) immediately following a successful bid (by whatever method we may stipulate acting reasonably)

5. Details of how to bid are contained in our Online Auctions Buyer Guide available on [www.agentspropertyauction.com](http://www.agentspropertyauction.com)

6. Deposits may be paid by debit card or by 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/buyers or any party financially associated with the transaction in order for us to comply with Money Laundering Regulations. For proof of identity, we can accept – current signed passport, current full UK/EU photo card driving licence, residence 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 bidder/buyer or any party financially associated with the transaction. This information may be shared with the Partner Agent jointly marketing the property to enable them to comply with required legislation.

7. Withdrawal of Lots - We reserve the right to withdraw lots from auction at any time 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. The guide price is the level where the bidding will commence. The reserve price is the seller's 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 any 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 treated with caution and verified by the Buyers own enquiries and inspection.

## 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 buyer 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 exists;

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 solicitor 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 solicitor), exchange of a binding contract does not occur by the relevant date referred to above\* (or such other date agreed in writing between the Seller's solicitor and the Buyer's solicitor) the non-refundable deposit is forfeit by the Buyer; (ii) if due to the fault of the Seller (or the Seller's solicitor), exchange of a binding contract does not occur by the relevant date referred to above\* (or such other date agreed in writing between the Seller's solicitor and the Buyer's solicitor) the non-refundable deposit will be returned as soon as reasonably practicable to the Buyer. In event of an aborted sale Agents Property Auction will retain the buyers £2400 (inc Vat) administration fee. (c) the Buyer's solicitor is entitled, before exchange of the binding contract, to raise reasonable relevant enquiries and the Seller via their solicitor 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 We are not responsible for the upkeep, maintenance, repair and security of the lot at any time.

3.1.2 We may act in the sale (including in the same auction) of any Buyers property. We may refer buyers and sellers to a North East based Solicitor from our panel. It is their decision whether they choose to deal with them, should they use them we will receive a referral fee between £240 including VAT and £480 including VAT from the Solicitor for 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 £2000.00 plus £400 VAT (£2400.00) 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.

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. A contract is not binding until Agents Property Auction have completed their customer due diligence.

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 this agreement 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 non-contractual 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

### Introduction

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

### Glossary

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

### Auction Conduct Conditions

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

Contract Pack Where we use the term Contract Pack referred to in Option 2 in this regard this is defined as a Contract, Title Information, Energy Performance Certificate, Fixtures and Fittings Form and the Property Information Form. If the property is leasehold – Leasehold Information Form and LPE1/Freeholder replies.

Documents Documents of title (including, if title is registered, the entries on the register and the title plan) and other documents listed or referred to in the special conditions relating to the lot. Financial charge A charge to secure a loan or other financial indebtedness (not including a rentcharge). General conditions That part of the sale conditions so headed, including any extra general conditions. Interest rate If not specified in the special conditions, 4% above the base rate from time to time of Barclays Bank plc. (The interest rate will also apply to judgment debts, if applicable.) Lot Each separate property described in the catalogue or (as the case may be) the property that the seller has agreed to sell and the buyer to buy (including chattels, if any).

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

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

Practitioner An insolvency practitioner for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, any similar official). Price The price that the buyer agrees to pay for the lot. Ready to complete Ready, willing and able to complete: if completion would enable the seller to discharge all financial charges secured on the lot that have to be discharged by completion, then those outstanding financial charges do not prevent the seller from being ready to complete.

Sale conditions The general conditions as varied by any special conditions or addendum. Sale memorandum The form so headed (whether or not set out in the catalogue) in which the terms of the contract for the sale of the lot are recorded. Seller The person selling the lot. If two or more are jointly the seller their obligations can be enforced against them jointly or against each of them separately. Special conditions Those of the sale conditions so headed that relate to the lot. Tenancies Tenancies, leases, licences to occupy and agreements for lease and any documents varying or supplemental to them. Tenancy schedule The tenancy schedule (if any) forming part of the special conditions.

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

TUPE The Transfer of Undertakings (Protection of Employment) Regulations 2006. VAT Value Added Tax or other tax of a similar nature. VAT option An option to tax. We (and us and our) The auctioneers. You (and your) Someone who has a copy of the catalogue or who attends or bids at the auction, whether or not a buyer.

## Auction Conduct Conditions

### A1 Introduction

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

A1.2 The catalogue is issued only on the basis that you accept these auction conduct conditions. They govern our relationship with you and cannot be disapproved 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 be as the seller may fix the final reserve price just before bidding

commences.

**A4 The particulars and other information**

A4.1 We have taken reasonable care to prepare particulars that correctly describe each lot. The particulars are based on information supplied by or on behalf of the seller. You need to check that the information in the particulars is correct.

A4.2 If the special conditions do not contain a description of the lot, or simply refer to the relevant lot number, you take the risk that the description contained in the particulars is incomplete or inaccurate, as the particulars have not been prepared by a conveyancer and are not intended to form part of a legal contract.

A4.3 The particulars and the sale conditions may change prior to the auction and it is your responsibility to check that you have the correct versions. A4.4 If we provide information, or a copy of a document, provided by others we do so only on the basis that we are not responsible for the accuracy of that information or document.

**A5 The contract**

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

A5.2 You are obliged to buy the lot on the terms of the sale memorandum at the price you bid plus VAT (if applicable). A5.3 You must (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 seller against that liability.

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

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

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

G1.9 The buyer buys with full knowledge of:

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

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

## **G2 Deposit**

G2.1 The amount of the deposit is the greater of: (a) any minimum deposit stated in the auction conduct conditions (or the total price, if this is less than that minimum); and

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

G2.1 The amount of the deposit is the greater of: (a) any minimum deposit stated in the auction conduct conditions (or the total price, if this is less than that minimum); and

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

G2.2 The deposit (a) must be paid in pounds sterling by cheque or banker's draft drawn on an approved financial institution (or by any other means of payment that the auctioneers may accept); and

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

G2.3 Where the auctioneers hold the deposit as stakeholder, they are authorised to release it 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 Any interest earned on the deposit will be retained by the auctioneers.

## **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 deposit under condition G7.3.

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

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

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

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

G9.4 The seller must:

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

G9.5 The buyer must:

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

G9.6 If within three months of the contract date (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition G9) by notice to the other terminate the contract at any time before 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 seller would not otherwise have, in which case the seller may act reasonably in such a way as to avoid that liability);
- (b) if the seller gives the buyer notice of the seller's intended act and the buyer does not object within five business days giving reasons for the objection the seller may act as the seller intends; and
- (c) the buyer is to indemnify the seller against all loss or liability the seller incurs through acting as the buyer requires, or by reason of delay caused by the buyer.

## G13 Rent deposits

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

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

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

in which the buyer covenants with the seller to:

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

#### **G14 VAT**

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

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

#### **G15 Transfer as a going concern**

G15.1 Where the special conditions so state:

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

(b) this condition G15 applies.

G15.2 The seller confirms that the seller

(a) is registered for VAT, either in the seller's name or as a member of the same VAT group; and  
(b) has (unless the sale is a standard-rated supply) made in relation to the lot a VAT option that remains valid and will not be revoked before completion.

G15.3 The buyer confirms that:

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

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

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

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

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

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

#### **G16 Capital allowances**

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

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

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

G16.4 The seller and buyer agree:

(a) to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition G16; and  
(b) to submit the value specified in the special conditions to HM Revenue and Customs for the purposes of their respective capital allowance computations.

#### **G17 Maintenance agreements**

G17.1 The seller agrees to use reasonable endeavours to transfer to the buyer, at the buyer's cost, the benefit of the maintenance agreements specified in the special conditions.

G17.2 The buyer must assume, and indemnify the seller in respect of, all liability under such contracts from the actual completion date.

#### **G18 Landlord and Tenant Act 1987**

G18.1 This condition G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.

G18.2 The seller warrants that the seller has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

#### **G19 Sale by practitioner**

G19.1 This condition G19 applies where the sale is by a practitioner either as seller or as agent of the seller.

G19.2 The practitioner has been duly appointed and is empowered to sell the lot.

G19.3 Neither the practitioner nor the firm or any member of the firm to which the practitioner belongs has any personal liability in connection with the sale or the performance of the seller's obligations. The transfer is to include a declaration excluding that personal liability.

G19.4 The lot is sold:

- (a) in its condition at completion;
- (b) for such title as the seller may have; and
- (c) with no title guarantee; and the buyer has no right to terminate the contract or any other remedy if information provided about the lot is inaccurate, incomplete or missing.

G19.5 Where relevant:

- (a) the documents must include certified copies of those under which the practitioner is appointed, the document of appointment and the practitioner's acceptance of appointment; and
- (b) the seller may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The buyer understands this condition G19 and agrees that it is fair in the circumstances of a sale by a practitioner

#### **G20 TUPE**

G20.1 If the special conditions state "There are no employees to which TUPE applies", this is a warranty by the seller to this effect.

G20.2 If the special conditions do not state "There are no employees to which TUPE applies" the following 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