

# Notice to Bidders

- The Auctioneer will offer the lots in the order shown in the catalogue, although we reserve the right to amend the Order of Sale.
- The Addendum provides details of amendments to the catalogue and Conditions of Sale and is an important document. Prospective buyers should ensure that they inspect this document as its contents will form part of the sales contract. Prospective buyers should ensure that they have a copy of the catalogue and addendum prior to bidding and are deemed to have read these documents whether they have done so or not.
- The Auctioneer will always endeavour to inform prospective purchasers of any variation to the catalogue, when such changes are brought to our attention. The Auctioneers nor their clients cannot be held responsible for any losses, damages or abortive costs incurred in respect of lots that are withdrawn or sold prior to auction.
- Prospective buyers bid on the basis that they have checked the General Conditions of Sale which are detailed at the back of the catalogue, and any Special Conditions of Sale relating to individual lots. If there is a conflict between the documents then the Special Conditions of Sale shall prevail.
- The Special Conditions of Sale together with Title documentation have been available for inspection either at the Auctioneer's office or on line at [www.walkersingleton.co.uk](http://www.walkersingleton.co.uk) for a period of time immediately prior to the auction date.
- Prospective buyers bid on the basis that they are deemed to have inspected the property, have made all necessary enquiries and have checked the General and Special Conditions of Sale and are satisfied that they fully understand their content. Potential buyers are advised to take legal and professional advice prior to bidding on any lot.
- The viewing arrangements are detailed under individual lots in the catalogue and whilst the Auctioneer will endeavour to provide access to all lots, this cannot be guaranteed. Walker Singleton will attempt to answer any questions prior to the auction and in the auction room. Please note the Auctioneer will not be able to answer any questions whilst the auction is proceeding.
- We recommend you register your interest in a particular lot with us in order that you can be kept updated of any changes and we can inform you of the availability of legal documentation.
- Guide prices may be varied at any time prior to the auction and are given without any liability on behalf of the Auctioneers and should not be regarded as a valuation. The guide price may be subject to amendment up to the auction sale. The guide price and eventual sale price may differ.
- All bids should be made to the Auctioneer at the appropriate time and in a clear and precise manner. It is the bidder's duty to attract the Auctioneer's attention. The Auctioneer will ask for clarification of any bids which are not clear or precise. At the fall of the hammer the successful bidder will be under a binding contract to purchase the property in accordance with the General and Special Conditions of Sale, together with the Addendum and the contents of this notice. If you are the successful bidder, a member of the auction team will approach you, take your name, address, telephone number and details of your solicitor. You will then be taken to a private area, where the Vendor's solicitor will usually be present. You will be asked to provide proof of identity (see money laundering regulations below) and be invited to sign the Memorandum or Contract of Sale. Should the buyer refuse, the Auctioneer is legally entitled to sign the Memorandum on behalf of the buyer, or alternatively offer the lot to the under bidder or re-offer to the room and the seller may have a claim against you for breach of contract.
- On signing the Memorandum or Contract of Sale you will be required to pay a deposit amount of 10% of the selling price (plus VAT where applicable) subject to a minimum of £3,000 unless otherwise stated by the Auctioneer. Payment can be made by bankers draft, building society cheque, company cheque or personal cheque. Please note we do not accept cash or card deposits under any circumstances.
- The Auctioneer only accepts deposit cheques on the basis that there are adequate funds in the account at which the cheque is drawn. We reserve the right to take any action as appropriate against a purchaser whose cheque is not honoured on first presentation.
- It should be noted that some auction contracts also have a provision for payment of the sellers legal and surveyor's fees.
- The successful buyer will be required to pay Walker Singleton a buyer's administration charge of £250 plus VAT. Cheques payable to Walker Singleton.
- Unless otherwise stated all property is sold subject to a reserve price whether declared or not.
- Please note purchasers will not be entitled to keys or access to properties until completion of the sale. If access is required between exchange and completion please contact the Auctioneers where access can be arranged with the express permission of the Vendor. Upon completion of the sale please contact the Auctioneers to arrange collection of the keys.
- If keys are not collected within three weeks of completion they will be destroyed for security reasons and we also recommend that the locks to the property are changed by the purchaser.
- No representation or warranty is made in respect of the structure of any properties nor in relation to their state of repair. Prospective purchasers are advised to satisfy themselves in this regard.
- Unless stated otherwise in the Special Conditions of Sale all lots are sold exclusive of VAT.
- Bidders are advised to check with the Auctioneers on the morning of the sale that the property they are interested in will still be offered for sale, as there is always the possibility of the vendor selling or withdrawing the property at any time before the auction.

# Notice to Bidders

## Money Laundering Regulations

It is important for buyers to note that under the Government's money laundering regulations successful buyers are legally required to provide two forms of identification in respect of deposits to be paid.

Formal identification can be provided in the form of one item from each of the following two groups:

### a) Identity documents

- Current signed passport.
- Current UK driving licence (photo ID).

### b) Evidence of address

- Utility bill – issued within the last 3 months (not mobile phone bill).
- Local authority tax bill for the current year.
- Bank, building society or credit card statement containing current address issued within the last 3 months.
- Current UK driving licence (if not used for evidence of identity).

## Withdrawn Lots

All properties are sold subject to a reserve price which is confidential between the Auctioneer and Vendor. If the bidding does not reach or exceed the reserve price then that property will be withdrawn from the Auction. Enquires for unsold lots are welcome after the sale when unconditional offers will be considered. In many cases properties are sold immediately after the auction is finished and if you are interested please see the auction staff at the sale room.

## Telephone and Proxy Bidding

If you are unable to attend the auction, this does not prevent you from bidding. You can bid by telephone or by proxy. See the terms and conditions and complete the form at the back of the catalogue, provide the appropriate funding and ID and we will do the rest.

## Insurance

If you are intending to purchase a property at auction it is important that insurance arrangements are made as the responsibility for building's insurance passes to the purchaser upon exchange of contract.

# Terms & Conditions

## For Proxy Bidders

- 1)** All prospective bidders wishing to bid by proxy should complete and sign the Proxy Bidding Form attached. The bidder shall have had sight of and accept the terms of the Sale of Memorandum which will form part of the contract should their bid be successful.
- 2)** The Auctioneer reserves the right to refuse a bid on behalf of the proxy bidder should there be any confusion as to the Maximum Bid Price or with any error in the accompanying cheque.
- 3)** A separate form must be completed for each Lot the proxy bidder wishes to bid on.
- 4)** The completed form(s) must be delivered to Walker Singleton, Oak House, New North Road, Huddersfield, HD1 5LG by hand or post no later than 48 hours prior to the auction commencing.
- 5)** Any agreed alteration to any Proxy Bidding Form at any time, prior to, or on the day of the auction, must be done so in writing and prior to the commencement of the auction.
- 6)** The proxy bidder must provide a banker's draft or solicitor's client account cheque. The amount required is 10% of the maximum bid or £3,000, whichever is the greater, to be made payable to Walker Singleton. If the bidder is unsuccessful the cheque will be destroyed or returned to the bidder as requested.
- 7)** In the event that the lot is knocked down to the proxy bidder, details of the amount of the deposit monies shall be inserted into the Sale Memorandum. Where any cheque presented by a bidder in payment of the deposit exceeds the required 10% any excess will not be returned and will form an increased deposit and will be held in accordance with the general Terms and Conditions of Sale or any variations on them contained in the special conditions.
- 8)** The proxy bidder will be advised if the relevant Lot has been successfully purchased on his behalf as soon as possible after the auction. In the event that the proxy bidder is unsuccessful at the auction, the deposit cheque or banker's draft shall be returned promptly by the Auctioneer to the proxy bidder.
- 9)** The auctioneer reserves the right to bid himself or through an agent up to the reserve price for the Lot.
- 10)** Unless the relevant Lot is sold to the proxy bidder, the amount of the proxy bidder's bid will not be disclosed to the seller or any other person either during or after the sale without the proxy bidder's consent.
- 11)** Proxy bidders are advised to contact Walker Singleton immediately prior to the Auction to ensure that there are no amendments to the Particulars of Sale or conditions relating to the relevant Lot or other matters relating to it. The proxy bidder will be deemed to have knowledge of such amendments and will buy subject to them in any event.
- 12)** If the proxy bidder wished to attend the Auction and bid in person they must notify the Auctioneer in writing and the Auctioneer will not make any bids on their behalf.
- 13)** The proxy bidder appoints the Auctioneer as Agent and authorises the Auctioneer to bid for the relevant Lot on behalf of the proxy bidder in such manner as the Auctioneer thinks fit up to the Maximum Bid Price.
- 14)** The proxy bidder shall be considered to have inspected the auction particulars for the relevant Lot, the general Terms and Conditions of Sale and any amendments or addendums to any of these and to have full knowledge thereof.
- 15)** The proxy bidder authorises the Auctioneer or any duly authorised employee of Walker Singleton as the proxy bidder's agent to sign the Sale Memorandum incorporating all such matters at or after the auction.
- 16)** The proxy bidder shall be deemed to have taken all necessary professional and legal advice and to have made the appropriate enquiries, searches, surveys and inspections in respect of any relevant Lot and has knowledge of any announcements made from the rostrum of any amendment or addendum relating to the relevant Lot.
- 17)** Walker Singleton reserve the right not to bid on behalf of the proxy bidder in the event of any error, doubt or omission, uncertainty as to any bid, or for whatever reason, and give no warranty or agreement that any bid will be made on behalf of the bidder and accept no liability if no bid is made on behalf of the bidder for any Lot.
- 18)** In the event that the proxy bidder is successful the Auctioneer will sign the Sale Memorandum on behalf of the seller (a binding contract between the seller and buyer is formed on the fall of the hammer) and forward the seller's signed part of the contract to the bidder's solicitor.
- 19)** Two forms of identification in accordance with Money Laundering Regulations must be submitted with all proxy bidding forms/telephone bidding forms. You must verify the name and residential address of the individual where he or she can be located. P O Box numbers and care of addresses are not permitted. Identity documents must contain photographic evidence, eg, current signed passport, current UK photo card driving license, firearms or shotgun certificate or other photo ID. Evidence of address includes utility bill, council tax bill, bank or building society statement, mortgage statement, nonphoto driving license or other.
- 20)** Successful bidders will also be required to pay a Buyers administration fee in the sum of £250.00 plus VAT for each Lot purchased.
- 21)** Please note all cheques must be made payable to Walker Singleton.

# Terms & Conditions

## For Telephone Bidders

- 1)** All prospective bidders wishing to bid by telephone should complete and sign the Telephone Bidding Form attached. The bidder shall have had sight of and accept the terms of the Sale Memorandum which will form part of the contract should their bid be successful.
- 2)** The Auctioneer reserves the right to refuse a bid on behalf of the telephone bidder should there be any confusion as to the Maximum Bid Price or with any error in the accompanying cheque.
- 3)** A separate form must be completed for each Lot the telephone bidder wishes to bid on.
- 4)** The completed form(s) must be delivered to Walker Singleton, Oak House, New North Road, Huddersfield HD1 5LG by hand or post no later than 48 hours prior to the auction commencing.
- 5)** Any agreed alteration to any Telephone Bidding Form at any time, prior to, or on the day of the auction, must be done so in writing and prior to the commencement of the auction.
- 6)** The telephone bidder must provide a banker's draft or solicitor's client account cheque. The amount required is 10% of the maximum bid or £3,000, whichever is the greater, to be made payable to Walker Singleton. If the bidder is unsuccessful the cheque will be destroyed or returned to the bidder as requested.
- 7)** When the Lot comes up for Auction, Walker Singleton will attempt to telephone the bidder using the telephone numbers provided by the bidder on the Telephone Bidding Form.
- 8)** In the event that the Lot is knocked down to the telephone bidder, details of the amount of the deposit monies shall be inserted into the Sale Memorandum. Where any cheque presented by a bidder in payment of the deposit exceeds the required 10% any excess will not be returned and will form an increased deposit and will be held in accordance with the general Terms and Conditions of Sale or any variations on them contained in the special conditions.
- 9)** The telephone bidder will be advised if the relevant Lot has been successfully purchased on his behalf as soon as possible after the auction. In the event that the telephone bidder is unsuccessful at the auction, the deposit monies shall be returned promptly by the Auctioneer to the telephone bidder.
- 10)** The Auctioneer reserves the right to bid himself or through an agent up to the reserve price for the Lot.
- 11)** Unless the relevant Lot is sold to the telephone bidder, the amount of the telephone bidder's bid will not be disclosed to the seller or any other person either during or after the sale without the proxy bidder's consent.
- 12)** Telephone bidders are advised to contact walker Singleton immediately prior to the Auction to ensure that there are no amendments to the Particulars of Sale or Conditions relating to the relevant Lot or other matters relating to it. The proxy bidder will be deemed to have knowledge of such amendments and will buy subject to them in any event.
- 13)** If the telephone bidder wished to attend the Auction and bid in person they must notify the Auctioneer in writing and the Auctioneer will not make any bids on their behalf.
- 14)** If a successful telephone connection is made between the bidder and Walker Singleton, the bidder may then compete in the bidding and Walker Singleton will relay the bidder's bid to the Auctioneer. If a successful telephone connection is not made between the bidder and Walker Singleton or the connection breaks down, Walker Singleton are authorised to only bid up to the Maximum bid stated on the Telephone Bidding Form.
- 15)** The telephone bidder shall be considered to have inspected the Auction particulars for the relevant Lot, the general Terms and Conditions of Sale, the Special Conditions of Sale and any amendments or addendums to any of these and to have full knowledge thereof.
- 16)** The telephone bidder authorises the Auctioneer or any duly authorised employee of Walker Singleton as the proxy bidder's agent to sign the Sale Memorandum incorporating all such matters at or after the auction.
- 17)** The telephone bidder shall be deemed to have taken all necessary professional and legal advice and to have made the appropriate enquiries, searches, surveys and inspections in respect of any relevant Lot and has knowledge of any announcements made from the rostrum of any amendment or addendum relating to the relevant Lot.
- 18)** Walker Singleton reserve the right not to bid on behalf of the telephone bidder in the event of any error, doubt or omission, uncertainty as to any bid, or for whatever reason, and give no warranty or agreement that any bid will be made on behalf of the bidder and accept no liability if no bid is made on behalf of the bidder for any Lot.
- 19)** In the event that the telephone bidder is successful the Auctioneer will sign the Sale Memorandum on behalf of the seller (a binding contract between the seller and buyer is formed on the fall of the hammer) and forward the seller's signed part of the contract to the bidder's solicitor.
- 20)** Two forms of identification in accordance with Money Laundering Regulations must be submitted with all proxy bidding forms/telephone bidding forms. You must verify the name and residential address of the individual where he or she can be located. P O Box numbers and care of addresses are not permitted. Identity documents must contain photographic evidence, eg, current signed passport, current UK photo card driving license, firearms or shotgun certificate or other photo ID. Evidence of address includes utility bill, council tax bill, bank or building society statement, mortgage statement, nonphoto driving license or other.
- 21)** Successful bidders will also be required to pay a Buyers administration fee in the sum of £250.00 plus VAT for each Lot purchased.

# Common Auction Conditions

Our auctions are conducted in accordance with the RICS Common Auction Conditions to protect both Buyers and Sellers and to maintain industry standards. These Common Auction Conditions may be amended by any Special Conditions of Sale prepared by Sellers solicitors.

## Common Auction Conditions

(Edition 3 August 2009)

Reproduced with the consent of the 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)
- Where the following words appear in bold they have specific 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**:

- the date specified in the **special conditions**, or
- 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** but unpaid 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 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 the **seller** and **buyer** (or their conveyancer's) the occasion when both **buyer** and **seller** 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**:

- the date of the **sale memorandum** signed by both the **seller** and **buyer** or
- if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

### Documents

Documents of title (including, if title is registered, the entries on the register and the title plan) and other documents listed or referred to in the **special conditions** relating to the **lot**.

### Financial Charge

A charge to secure a loan or other financial indebtedness (not including a rent charge).

### General Conditions

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

### Interest Rate

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

### Lot

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

### Old Arrears

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

### Particulars

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

### Practitioner

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

### Price

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

### Ready to Complete

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

### Sale Conditions

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

### Sale Memorandum

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

### Seller

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

### Special Conditions

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

### Tenancies

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

### Tenancy Schedule

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

### Transfer

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 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 conditions**.

They govern **our** relationship with **you** and cannot be disappplied or varied by the **sale conditions** (even by a condition purporting to replace the whole of the **Common Auction Conditions**). They can only be varied if **we** agree.

### A2 Our Role

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

- Prepare the **catalogue** from information supplied by or on behalf of each **seller**
- Offer each **lot** for sale;
- Sell each **lot**;
- Receive and hold deposits;
- Sign each **sale memorandum**; and
- 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.

# Common Auction Conditions

## A3 Bidding and Reserve Prices

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

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

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

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

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

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

## A4 The Particulars and Other Information

A4.1 We have taken reasonable care to prepare particulars that correctly describe each lot.

However the particulars are based on information supplied by or on behalf of the seller. You need to check that the information in the particulars are 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 sale conditions may change prior to the auction and it is your responsibility to check that you have the correct versions.

A4.4 If we provide information or a copy of a document provided by others we do so only on the basis that we are not responsible for the accuracy of that information or document.

## A5 The Contract

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

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

A5.3 You must before leaving the auction:

- provide all information we reasonably need from you to enable us to complete the sale memorandum (including proof of your identity if required by us);
- sign the completed sale memorandum; and
- pay the deposit

A5.4 If you do not we may either:

- as agent for the seller treat that failure as your repudiation of the contract and offer the lot for sale again: the seller may then have a claim against you for breach of contract; or
- sign the sale memorandum on your behalf.

A5.5 The deposit:

- is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the seller, but otherwise to be held as stated in the sale conditions; and
- must be paid in pounds sterling by cheque or by bankers' draft made payable to us on an approved financial institution. The extra auction conduct conditions may state if we accept any other form of payment.

A5.6 We may retain the sale memorandum signed by or on behalf of the seller until the deposit has been received in cleared funds.

A5.7 If the buyer does not comply with its obligations under the contract then:

- You are personally liable to buy the lot even if you are acting as an agent; and
- You must indemnify the seller in respect of any loss the seller incurs as a result of the buyers 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 conditions to the contrary the minimum deposit we accept is £3,000 (or the total price, if less). A special condition may, however, require a higher minimum deposit.

A6.2 The Important Buyers Information at the front of the catalogue forms part of the Extra Auction Conduct Conditions.

- charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
  - rights, easements, quasi-easements and wayleaves;
  - outgoings and other liabilities;
  - any interest which overrides, within the meaning of the Land Registration Act 2002;
  - matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the buyer has made them;
  - 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 is to comply with them and keep the seller indemnified
- G1.7 The lot does not include any tenants 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:
- the documents whether or not the buyer has read them
  - 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 conveyancers 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:

- any minimum deposit stated in the auction conduct conditions (or the total price, if this is less than that minimum), and
- 10% of the price (exclusive of VAT on the price)

G2.2 The deposit:

- 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
- 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 any 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 the 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:

- produce to the buyer on request all relevant insurance details;
  - pay the premiums when due;
  - if the buyer so requests and pays any additional premium, use reasonable endeavors to increase the sum insured or make other changes to the policy
  - at the request of the buyer, use reasonable endeavors to have the buyer's interest noted on the policy if it does not cover a contracting purchaser
  - 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
  - (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.
- G3.5 Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion.

## G4. Title and Identity

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

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

- the buyer may raise no requisition on or objections to any of the documents that is made available before the auction.
- 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.
- 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 15 years old) and must produce to the buyer the original or an examined copy of every relevant document.
- if title is in the course of registration, title is to consist of certified copies of
  - the application for registration of title made to the Land Registry;
  - the documents accompanying that application;
  - evidence that all applicable stamp duty land tax relating to that application has been paid; and
  - a letter under which the seller or its conveyancer agrees to use all reasonable endeavors to answer any requisitions raised by the land registry and to instruct the land registry to send the

## General Conditions of Sale

Words in bold 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 sold subject to such of the following as may affect it, whether they arise before or after the contract date and whether or not they are disclosed by the seller or are apparent from inspection of the lot or from the documents:

- matters registered or capable of registration as local land charges.
- matters registered or capable of registration by any competent authority or under the provisions of any statute;
- notices, orders, demands, proposals and requirements of any competent authority;

# Common Auction Conditions

completed buyers 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 tenants 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 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 mortgages 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 5.2 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 10 business days (excluding the date on which the notice is given) making time of the essence.

G7.2 The person giving the notice must be ready to complete.

G7.3 If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has,

(a) terminate the contract

(b) claim the deposit and any interest on it if held by a stakeholder

(c) forfeit the deposit and any interest on it

(d) resell the lot and

(e) claim damages from the buyer.

G7.4 If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has,

(a) terminate the contract and

(b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.

## G8. If the Contract is Brought to an End

If the contract is lawfully brought to an end:

(a) the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and

(b) the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the seller is entitled to forfeit the deposit under condition G7.3.

## G9. Landlord's Licence

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

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

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

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

## G11. Arrears

### Part 1 Current Rent

G11.1 "Current Rent" means, in respect of each of the tenancies subject to which the lot is sold, the installment 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 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.

# Common Auction Conditions

## G13. Rent Deposits

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

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

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

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

## G14. VAT

G14.1 Where a sale condition requires money to be paid the payer must also pay any VAT that is chargeable on that money, 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 practical steps (short of an appeal) to procure, that the sale to be treated as a transfer of a going concern; and
- this condition G15 applies.

G15.2 The seller confirms that the seller

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

- it is registered for VAT, either in the buyer's name or as a member of a VAT group
- 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;
- article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
- it is not buying the lot as a nominee for another person.

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

- of the buyer's VAT registration
  - that the buyer has made a VAT option
  - that a 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:

- 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
- 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:

- 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;
- the buyer must within five business days of receipt of the VAT invoice pay to the seller the VAT due; and
- 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:

- to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition G16, and
- 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 1 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 a 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:

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

G19.5 Where relevant:

- 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
- 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 Unless 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:

- 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
- The buyer confirms that it will comply with its obligations under TUPE and any special conditions in respect of the Transferring Employees.
- The buyer and the seller acknowledge that pursuant to and subject to TUPE, the contracts of employment between the Transferring Employees and the seller will transfer to the buyer on completion
- 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:

- service charge expenditure attributable to each tenancy;
- payments on account of service charge received from each tenant;
- any amounts due from a tenant that have not been received;
- 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:

- 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;
- 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:

- the seller must pay it (including any interest earned on it) to the buyer on completion; and
- 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:

- give to the buyer full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
- use all reasonable endeavours to substitute the buyer for the seller in any rent review proceedings.

# Common Auction Conditions

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 which 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
- (b) apply for (and the seller and the buyer must use all reasonable endeavors 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 as its own expense and as soon as practical:

- (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 effected 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 practical;

- (a) apply for registration of the transfer;
- (b) provide the seller with an official copy and title plan for the buyers 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.

G27.2 A communication may be relied on if:

- (a) delivered by hand
- (b) make 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**

G30.1 The Important Buyers Information contained at the front of this catalogue forms part of these Extra General Conditions