
Auctioneers' Notices

Part One – Guidance for Prospective Buyers

These Notices are intended to assist you as a prospective Buyer. Legal matters in the UK can be complex and so these guidance notes, the Auction Conduct Conditions, the Auctioneers' Pre-Sale Announcements and the General Conditions of Sale available on this website together with any other conditions, documents or matters affecting the Lot you are interested in should be read and considered carefully. Whilst the sellers of the Lot described in this online catalogue or the printed catalogue have used reasonable efforts to ensure that Lots are correctly described, we strongly recommend that you appoint professional advisors including independent legal advisors and arrange for them to consider and advise you on all aspects of your intended purchase.

1. GUIDE PRICES

- 1.1 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 on the date that the guide price (or range of prices) is published. The reserve price is the minimum price at which the property can be sold. Both the guide price and the reserve price may be subject to change up to and including the day of the auction and you are therefore advised to check the auction website regularly for updates.
- 1.2 The Auctioneers have not carried out valuations of any of the Lots in the Auction. Consequently, you should not treat any guide price that is published in respect of a Lot nor any estimate or suggestion as to the price for which a Lot may be sold or price that you might consider bidding for a Lot as being a valuation for that Lot. It is your responsibility to decide how much you should bid for any Lot.

2. CONDITIONS OF SALE

- 2.1 If you are the successful Buyer of any Lot, you will – from the moment the Auctioneer's gavel falls – become legally bound by the conditions of sale in relation to that Lot
- 2.2 It will be assumed that you have read and considered the conditions of sale and any other relevant documents for the Lot(s) you are interested in before the day of the Auction, that you have shown them to your professional advisors and taken their professional advice before bidding
- 2.3 The conditions of sale consist of the following:
- The Auction Conduct Conditions including the Extra Auction Conduct Conditions comprised in Part Two of these Auctioneers' Notices. These apply to every Lot in the Auction.
 - The General Conditions and Extra General Conditions (or any alternative general conditions of sale adopted by the Seller) or (in the case of Scottish Lots) Articles of Roup applicable to the Lot
 - The Special Conditions of Sale for the Lot (obtainable from the Seller's solicitors or the Auctioneers)
 - Any addendum or addenda relating to the Lot

- 2.4 The Common Auction Conditions (edition 4.0) are reproduced in this catalogue with the permission of the RICS. They contain the following sections:

- Auction Conduct Conditions – these conditions, as varied by the Extra Auction Conduct Conditions, apply to every Lot in the Auction, wherever the property is located and govern the relationship between the Auctioneers and anyone who has a catalogue or who attends or bids at the Auction. They override all other conditions and cannot be changed or dis-applied without the Auctioneers' express consent
- Sale Conditions – these apply only to Lots situated in England and Wales and govern the agreement between each seller and buyer. They include the General Conditions as varied by the Extra General Conditions, template forms of Special Conditions, tenancy and arrears schedules and a sale memorandum
- Glossary – this gives special meaning to certain words used in both the Auction Conduct Conditions and the Sale Conditions

- 2.5 Please note that, at any time during the lead up to the Auction, the conditions of sale and/or other legal documents relating to the Lot may be revised, replaced or supplemented in the legal pack. It is your responsibility to check that you have inspected and are fully aware of the latest, most up to date version of all relevant sale conditions, documentation and addenda relating to the Lot.

- 2.6 An addendum will be available before and will be distributed at the Auction. This important document will detail any corrections, amendments and/or additions to the particulars and conditions of sale for any of the Lots. It will be assumed that you have read the addendum and that you have satisfied yourself as to the content and implications of any addendum item relating to any Lot you are interested in before bidding

- 2.7 Please note that some or all of the conditions of sale relating to certain Lots might be contained in a separate catalogue or might be obtainable separately from the Seller's solicitors or the Auctioneers

3. REGISTRATION TO BID AND PROCEDURES ON SALE OF THE LOT

- 3.1 Registration to Bid is compulsory at all of our auctions. All checks required by current anti-money laundering legislation must be satisfactorily completed as part of this process before prior approval to bid will be given.
- 3.2 If the Lot is knocked down to you, you will be approached by a member of the Allsop team and asked for either a printed or electronic (E.g. Email on phone) copy of the prior approval to bid that we have sent you. You will also be asked to produce the original of the photo ID used in your Registration to Bid. You acknowledge and agree that we may take photocopies of your identification documents and that we may use retain them for our records in order to comply with our bidder identification procedures and in accordance with RICS Best Practice Guidelines on bidder identity verification. Please also see clause A6.3 of the Auction Conduct Conditions

contained in the Auctioneers' Notices Part Two regarding our requirements relating to Registration to Bid and identity verification.

- 3.3 Please note that you must specifically name the person or organisation that is to be the Buyer of the Lot. Lots cannot be transferred to an unnamed Buyer. References in the Buyer's slip to the Buyer's **"nominees", "associates" or similar terms** are not acceptable. Unless you obtain the Seller's prior consent none of the details supplied in your Registration to Bid can be changed.
- 3.4 When you have completed the Buyer's slip and paid the deposit, you will be given a card showing the number of the Lot you have bought and the sale price. It is imperative that you do not lose this card

- 3.5 The Auctioneers will prepare the memorandum of sale in duplicate. Before leaving the Auction room, you must attend the contracts desk situated in the Auction room where you must produce the Lot card and sign your part of the sale memorandum. You will then be given the duplicate copy of the sale memorandum, signed on behalf of the Seller, in exchange

- 3.6 The Lot may be at your risk from the moment it is knocked down to you by the Auctioneer which means that you might need to arrange for its immediate insurance. If the insurance position is not made clear in the conditions of sale or if you are in any doubt, you should make enquiries with the Seller's solicitors prior to the Auction

4. DEPOSIT

- 4.1 The deposit is the sum you must pay to the Seller upon acceptance by the Auctioneer of your bid as a guarantee that you will proceed to completion of the purchase. If completion takes place without dispute, the sum becomes part payment of the purchase price
- 4.2 You are at risk of losing the deposit paid on a Lot and at risk of the Seller taking legal action against you for breach of contract if you fail to complete your purchase of the Lot.
- 4.3 The deposit must be given to the Auctioneers' clerk together with the completed Buyer's slip
- 4.4 If you buy more than one Lot, you will need to pay a separate deposit for each Lot.
- 4.5 Deposit cheques are accepted on the basis that there are adequate cleared funds in the account upon which the cheque is drawn. Deposit cheques may be specially cleared immediately following receipt on the day of the Auction but otherwise will be presented for clearance first thing on the morning after the Auction. The Seller may take action against you if your cheque is not honoured on first presentation. You are therefore strongly advised to ensure that there are adequate funds available in the account to meet any deposit cheque(s) that are drawn as a result of the Auction.
- 4.6 All deposit cheques should be made payable to "Allsop LLP Clients Account" unless the Special Conditions of Sale state otherwise.
- 4.7 For the purposes of the definition of Approved Financial Institution contained in the Glossary to the Common Auction Conditions, deposit cheques, debit cards or bankers' drafts will also be acceptable where drawn on a bank or building society or branch of a bank or building society that is situated in the UK.

	<p>If you are planning to use a debit card to pay the deposit, it is strongly recommended that you also bring to the Auction an alternative means of payment (such as a cheque) in case the debit card transaction fails for any reason.</p>		
4.8	<p>Deposits must be paid in Sterling and the Auctioneers can refuse to accept any funds that are not drawn in Sterling. Where the Auctioneers choose to accept a transfer of non-sterling funds, they do so on the basis</p> <p>(i) that such funds will be converted to sterling at the Auctioneers' bank's prevailing conversion rate;</p> <p>(ii) that You will bear the risk of any loss of value on conversion due to currency exchange rates and</p> <p>(iii) that You will be liable for any currency conversion charges levied by the Auctioneers' bank.</p> <p>4.9 A full explanation of the Auctioneers' deposits terms and procedures is available on the Auction website</p>		
5.	PROXY, TELEPHONE AND INTERNET BIDDING		
5.1	<p>If you are unable to attend the Auction but wish to bid by proxy, telephone or over the internet, you will need to complete a remote bidding application form via the Auction website. Please note this is separate from the Registration to Bid that is referred to in Clause 3 above. If you contact the Auction department, they will explain the remote bidding procedures in detail to you and further information can be found on the 'Buying at an Allsop auction' pages of our website.</p>		
5.2	<p>If you bid by proxy, telephone or over the internet, you will, in addition to the conditions of sale, be legally bound by the Terms and Conditions for Remote Bidders</p>		
6.	PLANS, PHOTOGRAPHS AND AREAS		
6.1	<p>Street trader plans are reproduced with the consent of Experian Goad Limited. Experian Goad Digital Plans include mapping data licensed from Ordnance Survey with the permission of the Controller of Her Majesty's Stationery Office. © Crown Copyright and Experian Copyright. All rights reserved. Licence number PU 100017316. Location plans are reproduced from the Ordnance Survey mapping with the permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationery Office, © Crown Copyright ES 100004106.</p>		
6.2	<p>The plans and photographs shown in the catalogue are included in order to assist you in locating the Lot in question. They are not necessarily drawn to scale and any arrows on plans or photographs are merely to assist you in finding the Lot, not for the purpose of indicating legal boundaries.</p> <p>The Auctioneers cannot guarantee that any plans or photographs show the up to date position with regard to occupiers either for the Lot or for any other properties shown in such plans or photographs.</p>		
6.3	<p>Where indicated in individual Lot particulars, areas have been taken from the VOA website (www.voa.gov.uk). This is Crown Copyright public sector information, the use of which is licensed under the Open Government</p>		
		<p>Licence v3.0, a copy of which can be seen at www.nationalarchives.gov.uk/doc/open-government-licence/</p>	
7.	CONDITION, INSPECTION AND VACANT POSSESSION		
7.1	<p>It is strongly recommended that, as a prudent buyer, you make every effort to physically inspect the Lot and, where possible, arrange to have it professionally surveyed prior to the Auction. Not all Lots will be available for inspection.</p>		
7.2	<p>If you want to inspect the Lot before the Auction, it may be possible to arrange this with the Auctioneers on prior notice and you should therefore contact them in advance of the Auction.</p>		
7.3	<p>Keys to Lots that are offered for sale with vacant possession will normally be made available to you on completion of the sale. However, access to the Lot for the purpose of inspection and/or carrying out a survey might be available prior to completion subject to obtaining the Seller's permission (you should approach the Auctioneers about this). Once we are advised by the Seller's solicitors that completion has taken place, any keys that we hold will be available for collection at our offices or offices of the local key holder. If arrangements are made for keys to be posted, please note that Allsop LLP cannot guarantee, and will take no responsibility for their safe delivery and/or receipt.</p>		
7.4	<p>You will be responsible for paying the cost of any accompanied viewing of the Lot prior to completion.</p>		
8.	RENTS AND INFORMATION RELATING TO TENANTS		
8.1	<p>Financial and other information given in the catalogue particulars for any Lot relating to tenants or other occupiers of the Lot is usually obtained from a credit reference agency that has access to the Companies Registry (whose files are open to public inspection and verification) or from published reports and accounts of the tenant or tenant's holding company, unless otherwise stated.</p>		
8.2	<p>The Auctioneers obtain this information during compilation of the catalogue. Some of the information shown in the catalogue may be at least 2 years out of date depending on when returns were last filed at the Companies Registry or on when the tenant's corporate accounts and report were last published. In addition, the circumstances of any tenants or other occupiers of the Lot might have changed since compilation of the catalogue, for example as to ownership. There is no guarantee therefore that the information shown in the catalogue is accurate or up to date as at the date of the Auction and it is your responsibility to check whether or not the catalogue particulars are accurate in relation to such matters.</p>		
8.3	<p>Estimates or suggestions given by the Auctioneers as to current or future rental values affecting any Lot or as to the current or future open market rental value of the whole or any part of the Lot must not be treated as valuations but only as estimates. You should consult your own professional advisors to establish whether such estimates or suggestions are accurate.</p>		
9	ENERGY PERFORMANCE INFORMATION		
	<p>An Energy Performance Certificate (EPC) will be required in respect of a large number of Lots in the Auction. In such cases, prospective buyers are advised to regularly check the auction website to which EPCs will be uploaded as and when available. Where EPCs are available prior to publication of the catalogue, the energy efficiency or asset rating will appear in individual Lot particulars.</p>		