

# BUYER'S GUIDE

## 1. Conditions of Sale

All Lots are subject to the Common Auction Conditions as printed herein and the Special Conditions of Sale (if any) applicable to each Lot. If there is a conflict between the contents of the Common Auction Conditions and the Special Conditions of Sale the Special Conditions shall prevail.

## 2. Warranties

No representation or warranty is made in respect of the structure of the properties nor in relation to their state of repair. The Auctioneers advise that all prospective buyers should arrange for all building or other surveys of the property to be undertaken by a professionally qualified person.

## 3. Inspection

Prospective buyers are deemed to have inspected the property before purchasing and to have made all necessary and appropriate searches and enquiries with all relevant authorities, the sellers and other bodies.

## 4. Catalogue

Whilst every care is taken in the preparation of this catalogue including descriptions, dimensions, location and other plans and photographs such information is for identification purposes only and is expressly excluded from any Contract of Sale. Neither the Auctioneers nor any of their employees nor any person appointed by them can be held responsible for inaccuracies including without limitation measurements, areas and sizes. All photographs and details were prepared at the date of inspection of the property and therefore may not reflect the current state of the property. All property descriptions must be checked against legal documentation available for each Lot. All Planning and Building Regulations, Rateable Value and Council Tax banding statements must be verified with the relevant local authority. Plans are included for identification purposes only. Please do not scale from the plans. Based upon the Ordnance Survey map with the sanction of the controller of HM Stationery Office. Crown Copyright Reserved, licence No: 100022265.

## 5. Amendments

The Auctioneers and the seller's solicitors reserve the right to amend the particulars and Contract of Sale at any time before the date of the auction. In the event of there being any additions or amendments an Addendum will be issued for the information of

purchasers and the Addendum will be attached to the Contract of Sale and form part thereof. In the event of any conflict between the Addendum and the particulars or Contract of Sale the Addendum shall prevail. Prospective buyers are deemed to have read and have full knowledge of the contents of the Addendum if any.

## 6. Bidding

Bids may be refused at the Auctioneer's discretion. The Auctioneer reserves the right to bid on behalf of the seller up to the reserve.

## 7. Order of Sale

The Auctioneers reserve the right to amend the order of sale. The Auctioneers may re-offer a property in separate Lots if the whole of the property is not sold or to sell in one Lot properties which are first offered individually.

## 8. Attendance at the Auction

Prospective buyers intending to attend the auction to bid are advised to contact the Auctioneers prior to the sale date and time to check whether the particular property has been withdrawn or sold prior and to check at the auction that there have been no variations to the Special Conditions of Sale in respect of that particular property. Neither the Auctioneers nor the sellers can be held responsible for any losses, damages or abortive costs incurred in respect of lots which are withdrawn or sold prior and therefore prospective buyers interested in specific Lots are invited to register that interest with the Auctioneers.

## 9. Guide Prices

Guide prices which are given by the Auctioneers are intended to be an indication only of the price at which the property might sell and are not to be taken by any prospective buyer as a valuation. Prospective buyers are strongly advised to consult their own professional advisors in respect of any sum to be offered at the auction. The Auctioneers and sellers accept no responsibility for any loss, damage, cost or expense incurred as a result of relying on the Auctioneers' guide prices. The Auctioneers are under no obligation to provide any advice to prospective buyers in respect of rental values of any particular property.

## 10. Fixtures & Fittings

No fixtures, fittings, appliances etc have been examined or tested as to their functionality.

## 11. VAT

Unless otherwise provided in the Special Conditions of Sale the price for each Lot is exclusive of any Value Added Tax which may be charged thereon.

## 12. Successful Buyer

On the fall of the Auctioneer's hammer the successful buyer is under a binding contract to purchase the property in accordance with the Common Auction Conditions. The buyer will then be required to provide his or her name and address together with those of the solicitor acting for the buyer. Should the buyer refuse to or incorrectly provide this information the Auctioneers reserve the right to offer the property to the underbidder or alternatively re-offer the Lot by auction and claim any resultant loss against the original bidder.

## 13. Memorandum of Sale

Upon the fall of the hammer the purchaser is required to sign the Memorandum of Sale as it appears in the catalogue.

## 14. Deposit

A separate deposit amounting to 10% of the bid price (plus Value Added Tax where applicable) is required in respect of each Lot purchased. **THE DEPOSIT MUST BE PAID BY WAY OF CHEQUE OR BANKER'S DRAFT. PAYMENTS BY CREDIT/DEBIT CARDS ARE NOT ACCEPTABLE. CHEQUES AND BANKER'S DRAFTS SHOULD BE MADE OUT TO ROBINSON & HALL.**

## 15. Administration Fee

The successful buyer will be required to pay a buyer's administration charge of £250 plus VAT (£293.75). This money will be added to the amount of the deposit.

## 16. Insurance

The purchaser will be responsible for insuring the property from the moment the property is knocked down to him or her. The purchaser will be responsible for making arrangements in this regard.

## 17. Particulars

These particulars do not constitute any part of an offer or contract. None of the statements contained in these particulars as to the property may be relied upon as statements or representations of fact. Prospective purchasers must satisfy themselves of the accuracy of each of the statements contained in these particulars and should take their own legal and professional advice. The sellers do not make or give neither do the Auctioneers nor any of their employees or any other

person appointed by them has the authority to make or give any representation or warranty in relation to these properties.

## 18. Compilation of Catalogue

Whilst every care is taken in the compilation of this catalogue the Auctioneers may not have been able to verify all the information contained herein. However the details of the property are believed to be correct at the time of compilation but may be subject to amendment or alteration up to the time and date of sale.

## 19. Money Laundering Regulations 2003

As a requirement under this legislation, any person buying at auction MUST produce documentation to confirm their name and residential address. You must provide one document from each list:

### A Proof of Identity

- Current passport
- Current full UK driving licence
- Inland Revenue Tax Notification
- Firearms certificate

### B Evidence of Address

- Local Authority tax bill (current year)
- A utility bill issued within the last 3 months
- Current full UK driving licence
- Bank or Building Society statement

Please note that a driving licence can be used for one or the other BUT NOT BOTH.

## 20. Conditions of Sale

All Lots are subject to the Common Auction Conditions as printed herein and the Special Conditions available on request from the offices of the Solicitors and the Auctioneers. All Common Auction Conditions will be attached to the Contracts of Sale.