Common Auction Conditions Relating to the Properties in England and Wales

(except for Lots in Scotland where Scottish Articles of Roup will prevail and are available from the seller’s conveyancer)

Important Notice to buyers at an Acuitus Auction
If you buy a lot you will sign a sale memorandum under which you agree to be bound by the conditions of sale that apply to that lot. These conditions are:
• General conditions that apply to all lots
• Any extra general conditions in the catalogue or an addendum
• Special conditions that only apply to the lot you are buying (and which may vary the general conditions)

The conditions are legally binding.
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 or website 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.

Common Auction Conditions for Real Estate Auctions
Edition 4.0
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The words in italics do not form part of the CAC

Introduction

The Common Auction Conditions are designed for real estate auctions, to set a common standard across the industry. There are three sections, all of which are compulsory except where stated:

Glossary (Compulsory)
The glossary gives special meanings to certain words used in the conditions.

Auction Conduct Conditions (Compulsory)
The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who participates in the auction. They apply wherever the property is located, and cannot be changed without the auctioneer’s agreement.

We recommend that these conditions are set out in a two-part notice to bidders, part one
containing advisory material – which auctioneers can tailor to their needs – and part two the auction conduct conditions and any extra auction conduct conditions.

Sale Conditions (General Conditions compulsory, template forms optional)
The Sale Conditions apply only to property in England and Wales, and govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions that apply to particular lots. They must not be used if other standard conditions apply. The template forms of special conditions of sale, tenancy and arrears schedules are not reproduced in the catalogue. Refer to the seller’s conveyancer’s legal pack.

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ARREARS SCHEDULE

TENANCY SCHEDULE

SALE MEMORANDUM

Glossary

This glossary applies to the AUCTION CONDUCT CONDITIONS and the SALE CONDITIONS. It is a compulsory section of the Common Auction 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 appear in small capitals 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.

Acuitus CAC Edition 4.0, November 2018
Common Auction Conditions Relating to the Properties in England and Wales
(except for Lots in Scotland where Scottish Articles of Roup will prevail and are available from the seller’s conveyancer)

A1.1 The Auction Conduct Conditions apply wherever the Lot is located.
A1.2 If you make a bid for a Lot or otherwise participate in the Auction it is on the basis that you accept these Auction Conduct Conditions. They govern our relationship with you. You can be varied only if we agree.

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.
A2.5 We may refuse to admit one or more persons to the Auction without having to explain why.

A3 Bidding and reserve prices
A3.1 All bids are to be made in pounds sterling exclusive of 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) 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 published, that guide price (or the lower end of the range) is the minimum price at which the Seller might be prepared to sell at the date of the guide price. It is not an indication of the reserve price, which may not be set until the date of the Auction.

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, 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 only if you make the successful bid for a Lot.
A6.4 Where the AUCTIONEERS hold the deposit as stakeholder, they are authorised to
A6.3 for the purposes of AUCTION CONDUCT CONDITION A5.5(c) payment by CHAPS
A6.1 Despite any SPECIAL CONDITIONS to the contrary the minimum deposit WE accept is
A6.5 The deposit
(a) must be paid in pounds sterling by cheque or by bankers’ draft made payable to
US (or, at OUR option, the SELLER’S conveyancer) drawn on an APPRoVED
(b) may be declined by US unless drawn on YOUR account, or that of the BUYER, or
of another person who (we are satisfied) would not expose US to a breach of
US (or, at OUR option, the SELLER’S conveyancer); and
(c) 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 stakeholder
unless the SALE CONDITIONS require it to be held as agent for the SELLER.
A6.6 WE may retain the SALE MEMORANDUM signed by or on behalf of the SELLER until
the deposit has been received in cleared funds.
A6.7 Where WE hold the deposit as stakeholder WE are authorised to release it (and interest
on it if applicable) to the SELLER on COMPLETION or, if COMPLETION does not take
place, to the person entitled to it under the SALE CONDITIONS.
A6.8 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.
A6.9 Where the BUYER is a company YOU warrant that the BUYER is properly constituted
and able to buy the LOT.
G2 Deposit
G2.1 The amount of the deposit is the greater of
(a) any deposit paid 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 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.
G2.3 Interest earned on the deposit belongs to the SELLER unless the SALE CONDITIONS
provide otherwise.
G3 Between contract and COMPLETION
G3.1 From the CONTRACT DATE the SELLER has no obligation to insure the LOT and the
BUYER bears all risks of loss or damage unless
(a) the LOT is sold subject to a TENANCY that requires the SELLER to insure the
LOT; or
(b) the SPECIAL CONDITIONS require the SELLER to insure the LOT.
G3.2 If the SELLER is required to insure the LOT then the SELLER
(a) must produce to the BUYER on request all relevant insurance documents;
(b) must use reasonable endeavours to maintain that or equivalent insurance and pay
the premiums when due;
(c) gives no warranty as to the adequacy of the insurance;
(d) must, 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 as
from the CONTRACT DATE (to the extent not already paid by the BUYER or a tenant or other
third party).
G3.3 No damage to or destruction of the LOT, nor any deterioration in its condition, caused,
unfairly, entitles the BUYER to any reduction in PRICE, or to delay COMPLETION, or to
refuse to complete.
G3.4 Section 47 of the Law of Property Act 1925 does not apply to the CONTRACT.
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 objection or question to any of
the DOCUMENTS that are made available before the AUCTION or any other matter,
even if that occurs after the CONTRACT DATE.
G4.2 The following provisions apply only to any of the following DOCUMENTS that is not
made available before the AUCTION:
(a) if the LOT is a FINANCIAL CHARGES on or before COMPLETION
(b) the SELLER must discharge FINANCIAL CHARGES on or before COMPLETION.
(c) any other matter,
even if that occurs after the CONTRACT DATE.
G4.2 The following provisions apply only to any of the following DOCUMENTS that is not
made available before the AUCTION:
(a) if the LOT is a FINANCIAL CHARGES on or before COMPLETION
(b) the SELLER must discharge FINANCIAL CHARGES on or before COMPLETION.
(c) any other matter,
even if that occurs after the CONTRACT DATE.
Common Auction Conditions Relating to the Properties in England and Wales
(except for Lots in Scotland where Scottish Articles of Roup will prevail and are available from the seller’s conveyancer)

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 0900 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, but no other amounts unless specified in the SPECIAL CONDITIONS.
G6.3 Payment is to be made in pounds sterling and only by (a) direct transfer from the buyer’s conveyancer to the SELLER’s conveyancer; and (b) the release of any deposit held by a stakeholder or in such other manner as the SELLER’s conveyancer may agree.
G6.4 Unless the SELLER and the BUYER otherwise agree, COMPLETION cannot take place until both have complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION is unconditionally received in the SELLER’s conveyancer’s client account or as otherwise required by the terms of the CONTRACT.
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) repossess 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 or sublet 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 (‘licence notice’).
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 (“AGA”) properly required (procuring a guarantee of that AGA if lawfully required by the landlord).
G9.5 The BUYER must promptly:
(a) 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 SELLER has not given licence notice to the BUYER the SELLER may at any time thereafter enter into any authorised guarantee agreement (“AGA”) properly required by the landlord.

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 money due from the BUYER at COMPLETION for the period starting on the AGREED COMPLETION DATE and ending on 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 promptly 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 the ACTUAL COMPLETION DATE unless:
(a) the SELLER 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;
(c) 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 (or 366 in a leap 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.
G10.5 If a payment due from the SELLER to the BUYER or vice versa is not paid by the due date, the BUYER is to pay interest to the SELLER at the INTEREST RATE on that payment from the due date up to and including the date of payment.

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 on the most recent rent payment date or 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 arrears
G11.4 Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of ARREARS.
England and Wales

Common Auction Conditions Relating to the Properties in England and Wales
(except for Lots in Scotland where Scottish Articles of Roup will prevail and are available from the seller's conveyancer)

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 SELLER 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'S 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 Where any TENANCY is an assured shorthold tenancy, the SELLER and the BUYER are to comply with their respective statutory duties in relation to the protection of tenants' deposits, and to demonstrate in writing to the other (before COMPLETION, so far as practicable) that they have complied.

G13.2 The remainder of this CONDITION G13 applies where the SELLER is holding or otherwise entitled to money in respect of a 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.

G13.3 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.

G13.4 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 or will be prior to COMPLETION.

G15 Transfer as a going concern

G15.1 Where the SPECIAL CONDITIONS so state:
(a) 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 SELLER 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(6) 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 SELLER'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 SELLER'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 SELLER must, and indemnify the SELLER in respect of, all liability under such agreements 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 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:
England and Wales
(except for Lots in Scotland where Scottish Articles of Roup will prevail and are available from the seller’s conveyancer)

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.

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:
(c) that payments that the tenant has made on account exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to that excess when it provides the service charge account; or  
(c) that attributable service charge expenditure exceeds payments made on account, the BUYER must use all reasonable endeavours to recover the shortfall from the tenant as soon as practicable and promptly pay the amount so recovered to the SELLER; 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 receivable from the tenant has not been recovered by COMPLETION the increased rent and any interest receivable 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 after receipt by the SELLER reasonably directs in relation to it.
G24.4 Following COMPLETION the SELLER 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 a 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 the 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 the 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 Contracts (Rights of Third Parties) Act 1999.

G30 Extra General Conditions
The following general conditions are to be treated as being amended as follows:
1. Condition A1.2 of the AUCTION CONDUCT CONDITIONS shall be amended by adding the words “in writing” at the end.
2. Condition G6.3(a) shall be amended to read: “BUYER’S conveyancer to the SELLER’s conveyancer; and”