Common Auction Conditions (4th Edition - reproduced with the consent of the RICS). 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.

The Common Auction Conditions are designed for real estate auctions, to set a consistent practice across the industry. There are three sections, all of which must be included without variation, except where stated

The glossary gives special meanings to certain words used in the conditions.

#### **AUCTION CONDUCT CONDITIONS**

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

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

#### SALE CONDITIONS

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 of sale, tenancy and arrears schedules and a sale memorandum. They must not be used if other standard conditions apply

#### GLOSSARY

This glossary applies to the AUCTION CONDUCT CONDITIONS and the SALE CONDITIONS. It is a compulsory section of the Common AUCTION Conditions that must be included without variation (but the SPECIAL CONDITIONS may include defined words that differ from the glossary so long as they apply only to the SPECIAL CONDITIONS).

The laws of England and Wales apply to the CONDITIONS and YOU, WE, the SELLER and the BUYER all submit to the jurisdiction of the Courts of England

Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular wo
- 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.

An amendment or addition to the CONDITIONS or to the PARTICULARS or to both whether contained in a supplement to the CATALOGUE, a writ from the AUCTIONEERS or an oral announcement at the AUCTION.

## AGREED COMPLETION DATE

Subject to CONDITION G9.3:

a) the date specified in the SPECIAL CONDITIONS; or

b) if no date is specified, 20 BUSINESS DAYS after the CONTRACT DATE; but if that date is not a BUSINESS DAY the first subsequent BUSINESS DAY.

## APPROVED FINANCIAL INSTITUTION

Any bank or building society that is regulated by a competent UK regulatory authority or is otherwise acceptable to the AUCTIONEERS

ARREARS of rent and other sums due under the TENANCIES and still outstanding on the ACTUAL COMPLETION DATE.

## ARREARS SCHEDULE

The ARREARS schedule (if any) forming part of the SPECIAL CONDITIONS. AUCTION

The AUCTION advertised in the CATALOGUE.

## AUCTION CONDUCT CONDITIONS

The conditions so headed, including any extra AUCTION CONDUCT

## **AUCTIONEERS**

ne AUCTIONEERS at the AUCTION

### **BUSINESS DAY**

Any day except (a) Saturday or Sunday or (b) a bank or public holiday in England and Wales

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 for the AUCTION as it exists at the date of the AUCTION (or, if the catalogue is then different, the date of the CONTRACT) including any ADDENDUM and whether printed or made available electronically.

### COMPLETION

Unless the SELLER and the BUYER otherwise agree, the occasion when they have both complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amoun payable on COMPLETION has been unconditionally received in the SELLER'S conveyancer's client account (or as otherwise required by the terms of the

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

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 sold before or after the AUCTION

a) the date of the SALE MEMORANDUM signed by both the SELLER and

b) 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

DOCUMENTS of title including, if title is registered, the entries on the registe and the title plan and other DOCUMENTS listed or referred to in the SPECIA CONDITIONS relating to the LOT (apart from FINANCIAL CHARGES).

#### EXTRA GENERAL CONDITIONS

Any CONDITIONS added or varied by the AUCTIONEERS starting at CONDITION GZO

### FINANCIAL CHARGE

A charge to secure a loan or other financial indebtedness (but not including a rentcharge or local land charge). **GENERAL CONDITIONS** 

The SALE CONDITIONS headed 'GENERAL CONDITIONS OF SALE', including any EXTRA GENERAL CONDITIONS.

If not specified in the SPECIAL CONDITIONS, the higher of 6% and 4% above the base rate from time to time of Barclays Bank plc. The INTEREST RATE will also apply to any judgment debt, unless the statutory rate is higher.

## 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

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)

An insolvency PRACTITIONER for the purposes of the Insolvency Act 1986 (or. in relation to jurisdictions outside the United Kingdom, a person undertaking

## PRICE

The PRICE (exclusive of VAT) 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

The form so headed (whether or not set out in the CATALOGUE) in which the of the CONTRACT for the sale of the LOT are reco

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

### SPECIAL CONDITIONS

Those of the SALE CONDITIONS so headed that relate to the LOT

OCUMENTS varying or supplemental to them TENANCY SCHEDULE

## The schedule of TENANCIES (if any) forming part of the SPECIAL

TRANSFER

## TRANSFER includes a conveyance or assignment (and "to TRANSFER"

includes "to convey" or "to assign") The TRANSFER of Undertakings (Protection of Employment) Regulations 2006.

### VAT

Value Added Tax or other tax of a similar nature.

### VAT OPTION

WE (and US and OUR)

Someone who has seen the CATALOGUE or who attends or bids at or otherwise participates in the AUCTION, whether or not a BUYER

## **AUCTION CONDUCT CONDITIONS**

Words in small capitals have the special meanings defined in the Glossary. The AUCTION CONDUCT CONDITIONS (as supplemented or varied by CONDITION A6, if applicable) are a compulsory section of the Commo AUCTION Conditions. They cannot be disapplied or varied without OU agreement, even by a CONDITION purporting to replace the Common AUCTION Conditions in their entirety

#### INTRODUCTION A1.1

The AUCTION CONDUCT CONDITIONS apply wherever the

If YOU make a bid for a LOT or otherwise participate in the A1.2 AUCTION it is on the basis that YOU accept these AUCTION CONDUCT CONDITIONS. They govern OUR relationship with YOU. They can be varied only if WE agree.

### OUR ROLF

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:

A2.3

A24

A2.5

А3

A32

A3.3

A3.5

A41

A42

A5.5

A5.6

(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 or fails to provide identification as required by the AUCTIONEERS.

OUR decision on the conduct of the AUCTION is final 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.

YOU acknowledge that to the extent permitted by law WE owe YOU no du ty of care and YOU have no claim against US for any loss.

WE may refuse to admit one or more persons to the AUCTION without having to explain why

YOU may not be allowed to bid unless YOU provide such evidence of YOUR identity and other information as WE reasonably require from all bidders.

### BIDDING AND RESERVE PRICES

All bids are to be made in pounds sterling exclusive of VAT. WE may refuse to accept a bid. WE do not have to explain

If there is a dispute over bidding WE are entitled to resolve it, and OUR decision is final.
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.

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

#### THE PARTICULARS AND OTHER INFORMATION

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 informing the PARTICULARS is correct. 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.

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.

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.

### THE CONTRACT

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.

YOU are obliged to buy the LOT on the terms of the SALE MEMORANDUM at the PRICE YOU bid (plus VAT, if applicable). YOU must before leaving the AUCTION

(a) provide all information WE reasonably need from YOU to enable US to complete the SALE MEMORANDUM (including proof of your identity if required by US);

(b) sign the completed SALE MEMORANDUM; and (c) pay the deposit.

If YOU do not WE may either

(a) as agent for the SELLER treat that failure as YOUR repudiation of the CONTRACT and offer the LOT for sale again: the SELLER may then have a claim against YOU for breach of CONTRACT: or

(b) sign the SALE MEMORANDUM on YOUR behalf

(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 FINANCIAL INSTITUTION (CONDITION A6 may state if WE accept any

other form of payment);
(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 money laundering regulations;

(c) is to be held by US (or, at OUR option, the SELLER'S conveyancer); and

 (d) 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

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	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.		(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	<b>G5</b> G5.1	TRANSFER Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS
A5.8	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	G3.2	the LOT.  If the SELLER is required to insure the LOT then the SELLER  (a) must produce to the BUYER on request all relevant insurance details;		(a) the BUYER must supply a draft TRANSFER to the SELLER at least ten BUSINESS DAYS before the AGREED COMPLETION DATE and the engrossment (signed as a deed by the BUYER if CONDITION G5.2 applies)
	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.		(b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due;		five BUSINESS DAYS before that date or (if later) two BUSINESS DAYS after the draft has been approved by the SELLER; and
A5.9	Where the BUYER is a company YOU warrant that the BUYER is properly constituted and able to buy the LOT.		(c) gives no warranty as to the adequacy of the insurance;     (d) must at the request of the BUYER use reasonable endeavours to have the BUYER's interest noted on the	G5.2	(b) the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER. If the SELLER has any liability (other than to the BUYER) in
Words in sm The GENERA EXTRA GEN be disapplied	L CONDITIONS OF SALE  all capitals have the special meanings defined in the Glossary.  L CONDITIONS (as WE supplement or change them by any  ERAL CONDITIONS or ADDENDUM) are compulsory but may  d or changed in relation to one or more LOTS by SPECIAL		policy if it does not cover a contracting purchaser;  (e) 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	G5.3	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.  The SELLER cannot be required to TRANSFER the LOT to anyone other than the BUYER, or by more than one
but is to be v CONDITION: may be char	<ol> <li>The template form of SALE MEMORANDUM is not compulsory raried only if WE agree. The template forms of SPECIAL 5 and schedules are recommended, but are not compulsory and ged by the SELLER of a LOT.</li> </ol>		(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	G5.4	TRANSFER. Where the SPECIAL CONDITIONS state that the SELLER is to grant a new lease to the BUYER (a) the CONDITIONS are to be read so that the TRANSFER
<b>G1</b> .1	THE LOT 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 is that referred to in 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		refers to the new lease, the SELLER to the proposed landlord and the BUYER to the proposed tenant; (b) the form of new lease is that described by the SPECIAL CONDITIONS; and
G1.2	SALE MEMORANDUM.  The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.	G3.3	or other third party).  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		(c) the SELLER is to produce, at least five BUSINESS DAYS before the AGREED COMPLETION DATE, the engrossed counterpart lease, which the BUYER is to sign and deliver to the SELLER on COMPLETION.
G1.3	The LOT is sold subject to all matters contained or referred to in the DOCUMENTS. The SELLER must discharge FINANCIAL CHARGES on or before COMPLETION.	G3.4	complete. Section 47 of the Law of Property Act 1925 does not apply to the CONTRACT.	<b>G6</b> G6.1	COMPLETION  COMPLETION is to take place at the offices of the SELLER'S conveyancer, or where the SELLER may reasonably require, on
G1.4	The LOT is also sold subject to such of the following as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER	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.		the AGREED COMPLETION DATE. The SELLER can only be required to complete on a BUSINESS DAY and between the hours of 0930 and 1700.
	or are apparent from inspection of the LOT or from the DOCUMENTS:  (a) matters registered or capable of registration as local land charges;	<b>G4</b> G4.1	TITLE AND IDENTITY Unless CONDITION G4.2 applies, the BUYER accepts the title of the SELLER to the LOT as at the CONTRACT DATE and may	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.
	(b) matters registered or capable of registration by any competent authority or under the provisions of any statute; (c) notices, orders, demands, proposals and requirements of		raise no requisition or objection to any of the DOCUMENTS that is made available before the AUCTION or any other matter, except one that occurs after the CONTRACT DATE.	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
	any competent authority; (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or	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 registered land the SELLER is to give to the	G6.4	(b) the release of any deposit held by a stakeholder or in such other manner as the SELLER'S conveyancer may agree. Unless the SELLER and the BUYER otherwise agree,
	public health;  (e) rights, easements, quasi-easements, and wayleaves;  (f) outgoings and other liabilities;		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	00.4	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
	(g) any interest which overrides, under the Land Registration Act 2002; (h) matters that ought to be disclosed by the searches and		subject to which the LOT is being sold.  (b) If the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT		on COMPLETION is unconditionally received in the SELLER'S conveyancer's client account or as otherwise required by the terms of the CONTRACT.
	enquiries a prudent BUYER would make, whether or not the BUYER has made them; and (i) anything the SELLER does not and could not reasonably		DATE an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an	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.
G1.5	know about.  Where anything subject to which the LOT is sold would expose the SELLER to liability the BUYER is to comply with it and		examined copy of every relevant DOCUMENT.  (c) If title is in the course of registration, title is to consist of:  (i) certified copies of the application for	G6.6 <b>G7</b>	Where applicable the CONTRACT remains in force following COMPLETION.  NOTICE TO COMPLETE
G1.6	indemnify the SELLER against that liability.  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		registration of title made to the Land Registry and of the DOCUMENTS accompanying that application;  (ii) evidence that all applicable stamp duty land	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.
G1.7	the BUYER must comply with them and keep the SELLER indemnified.  The LOT does not include any tenant's or trade fixtures or		tax relating to that application has been paid; and  (iii) a letter under which the SELLER or its	G7.2 G7.3	The person giving the notice must be READY TO COMPLETE.  If the BUYER fails to comply with a notice to complete the  SELLER may, without affecting any other remedy the SELLER
	fittings. The SPECIAL CONDITIONS state whether any chattels are included in the LOT, but if they are:  (a) the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use, and		conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the Land Registry and to instruct		has: (a) terminate the CONTRACT; (b) claim the deposit and any interest on it if held by a
G1.8	(b) the SELLER is to leave them at the LOT. The BUYER buys with full knowledge of (a) the DOCUMENTS, whether or not the BUYER has read		the Land Registry to send the completed registration DOCUMENTS to the BUYER.  (d) The BUYER has no right to object to or make requisitions on any title information more than seven BUSINESS DAYS		stakeholder; (c) forfeit the deposit and any interest on it; (d) resell the LOT; and
	them; and  (b) the physical condition of the LOT and what could reasonably be discovered on inspection of it, whether or not the BUYER has inspected it.	G4.3	after that information has been given to the BUYER.  Unless otherwise stated in the SPECIAL CONDITIONS the  SELLER sells with full title guarantee except that (and the	G7.4	<ul> <li>(e) claim damages from the BUYER.</li> <li>If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has:</li> </ul>
G1.9	The BUYER admits that it is not relying on the information contained in the PARTICULARS or on any representations made by or on behalf of the SELLER'S but the BUYER may rely on the SELLER'S conveyancer's written replies to written		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;		<ul><li>(a) terminate the CONTRACT; and</li><li>(b) recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder.</li></ul>
<b>G2</b>	enquiries to the extent stated in those replies. <b>DEPOSIT</b>		these are to be treated as within the actual knowledge of the BUYER; and	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
G2.1	The amount of the deposit is the greater of:  (a) any minimum deposit stated in the AUCTION CONDUCT CONDITIONS (or the total PRICE, if this is less than that minimum); and		(b) the covenant set out in section 4(I)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the LOT where the LOT is		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
G2.2	(b) 10% of the PRICE (exclusive of any VAT on the PRICE). 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	G4.4 G4.5	leasehold property. The TRANSFER is to have effect as if expressly subject to all matters subject to which the LOT is sold under the CONTRACT. The SELLER does not have to produce, nor may the BUYER	<b>G9</b> G9.1	stakeholder, if applicable) unless the SELLER is entitled to forfeit the deposit under CONDITION G7.3.  LANDLORD'S LICENCE  Where the LOT is or includes leasehold land and licence to
G2.3	CONTRACT.  Interest earned on the deposit belongs to the SELLER unless		object to or make a requisition in relation to, any prior or superior title even if it is referred to in the DOCUMENTS.	G9.2	assign or sublet is required this CONDITION G9 applies. The CONTRACT is conditional on that licence being obtained,
<b>G3</b> G3.1	the SALE CONDITIONS provide otherwise.  BETWEEN CONTRACT AND COMPLETION  From the CONTRACT DATE the SELLER has no obligation to	G4.6	The SELLER (and, if relevant, the BUYER) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is	G9.3	by way of formal licence if that is what the landlord lawfully requires.  The AGREED COMPLETION DATE is not to be earlier than the
	insure the LOT and the BUYER bears all risks of loss or damage unless		necessary for the other to be able to comply with applicable Money Laundering Regulations and Land Registry Rules.		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		undertaking to hold it to the BUYER's order;		Revenue and Customs; and if it does not produce the
	(a) use all reasonable endeavours to obtain the licence at the SELLER'S expense; and		(e) not without the consent of the SELLER release any tenant or surety from liability to pay ARREARS or accept		relevant evidence at least two BUSINESS DAYS before the AGREED COMPLETION DATE, CONDITION G14.1 applies at
	(b) enter into any Authorised Guarantee Agreement ("AGA")		a surrender of or forfeit any TENANCY under which		COMPLETION.
	properly required (procuring a guarantee of that AGA if		ARREARS are due; and	G15.5	The BUYER confirms that after COMPLETION the BUYER
	lawfully required by the landlord).		(f) if the BUYER disposes of the LOT prior to recovery of all		intends to
G9.5	The BUYER must promptly		ARREARS obtain from the BUYER'S successor in title a covenant in favour of the SELLER in similar form to part 3 of		<ul> <li>(a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and</li> </ul>
	(a) provide references and other relevant information; and     (b) comply with the landlord's lawful requirements.		this CONDITION G11.		with the benefit of the TENANCIES; and
G9.6	If within three months of the CONTRACT DATE (or such	G11.9	Where the SELLER has the right to recover ARREARS it must		(b) collect the rents payable under the TENANCIES and charge
	longer period as the SELLER and BUYER agree) the SELLER		not without the BUYER'S written consent bring insolvency proceedings against a tenant or seek the removal of goods	C1E C	VAT on them.
	has not given licence notice to the BUYER the SELLER or the BUYER may (if not then in breach of any obligation under		from the LOT.	G15.6	If, after COMPLETION, it is found that the sale of the LOT is not a TRANSFER of a going concern then:
	this CONDITION G9) by notice to the other terminate the	G12	MANAGEMENT		(a) the SELLER's conveyancer is to notify the BUYER's
	CONTRACT at any time before the SELLER has given licence	G12.1	This CONDITION G12 applies where the LOT is sold subject to		conveyancer of that finding and provide a VAT invoice in
	notice. That termination is without prejudice to the claims of either SELLER or BUYER for breach of this CONDITION G9.	G12.2	TENANCIES.  The SELLER is to manage the LOT in accordance with its		respect of the sale of the LOT; (b) the BUYER must within five BUSINESS DAYS of receipt of
G10	INTEREST AND APPORTIONMENTS	012.2	standard management policies pending COMPLETION.		the VAT invoice pay to the SELLER the VAT due; and
G10.1	If the ACTUAL COMPLETION DATE is after the AGREED	G12.3	The SELLER must consult the BUYER on all management		(c) if VAT is payable because the BUYER has not complied
	COMPLETION DATE for any reason other than the SELLER'S		issues that would affect the BUYER after COMPLETION (such as, but not limited to, an application for licence; a rent review;		with this CONDITION G15, the BUYER must pay and
	default the BUYER must pay interest at the INTEREST RATE on the money due from the BUYER at COMPLETION for the		a variation, surrender, agreement to surrender or proposed		indemnify the SELLER against all costs, interest, penalties or surcharges that the SELLER incurs as a result.
	period starting on the AGREED COMPLETION DATE and		forfeiture of a TENANCY; or a new TENANCY or agreement to	G16	CAPITAL ALLOWANCES
	ending on the ACTUAL COMPLETION DATE.		grant a new TENANCY) and:	G16.1	This CONDITION G16 applies where the SPECIAL CONDITIONS
G10.2	Subject to CONDITION G11 the SELLER is not obliged to apportion or account for any sum at COMPLETION unless the		<ul> <li>(a) the SELLER must comply with the BUYER's reasonable requirements unless to do so would (but for the indemnity</li> </ul>		state that there are capital allowances available in respect of
	SELLER has received that sum in cleared funds. The SELLER		in paragraph (c)) expose the SELLER to a liability that	G16.2	the LOT.  The SELLER is promptly to supply to the BUYER all
	must promptly pay to the BUYER after COMPLETION any sum		the SELLER would not otherwise have, in which case the	010.2	information reasonably required by the BUYER in connection
	to which the BUYER is entitled that the SELLER subsequently receives in cleared funds.		SELLER may act reasonably in such a way as to avoid that liability;		with the BUYER's claim for capital allowances.
G10.3	Income and outgoings are to be apportioned at the ACTUAL		(b) if the SELLER gives the BUYER notice of the SELLER's	G16.3	The value to be attributed to those items on which capital
	COMPLETION DATE unless:		intended act and the BUYER does not object within five		allowances may be claimed is set out in the SPECIAL CONDITIONS.
	(a) the BUYER is liable to pay interest; and		BUSINESS DAYS giving reasons for the objection the SELLER may act as the SELLER intends; and	G16.4	The SELLER and BUYER agree:
	(b) the SELLER has given notice to the BUYER at any time up to COMPLETION requiring apportionment on the date from		(c) the BUYER is to indemnify the SELLER against all loss or		(a) to make an election on COMPLETION under Section 198
	which interest becomes payable by the BUYER; in which		liability the SELLER incurs through acting as the BUYER		of the Capital Allowances Act 2001 to give effect to this CONDITION G16: and
	event income and outgoings are to be apportioned on the		requires, or by reason of delay caused by the BUYER.  RENT DEPOSITS		(b) to submit the value specified in the SPECIAL CONDITIONS
C10.4	date from which interest becomes payable by the BUYER.	<b>G13</b> G13.1	Where any TENANCY is an assured shorthold TENANCY, the		to HM Revenue and Customs for the purposes of their
G10.4	Apportionments are to be calculated on the basis that:  (a) the SELLER receives income and is liable for outgoings	010.1	SELLER and the BUYER are to comply with their respective		respective capital allowance computations.
	for the whole of the day on which apportionment is to be		statutory duties in relation to the protection of tenants'	G17	MAINTENANCE AGREEMENTS
	made;		deposits, and to demonstrate in writing to the other (before COMPLETION, so far as practicable) that they have complied.	G17.1	The SELLER agrees to use reasonable endeavours to TRANSFER to the BUYER, at the BUYER's cost, the benefit
	(b) annual income and expenditure accrues at an equal daily	G13.2	The remainder of this CONDITION G13 applies where the		of the maintenance agreements specified in the SPECIAL
	rate assuming 365 days in a year (or 366 in a leap year), and income and expenditure relating to some other period		SELLER is holding or otherwise entitled to money by way of		CONDITIONS.
	accrues at an equal daily rate during the period to which it		rent deposit in respect of a TENANCY. In this CONDITION G13	G17.2	The BUYER must assume, and indemnify the SELLER in respect of, all liability under such agreements from the
	relates; and		"rent deposit deed" means the deed or other DOCUMENT under which the rent deposit is held.		ACTUAL COMPLETION DATE.
	(c) where the amount to be apportioned is not known at COMPLETION apportionment is to be made by reference to	G13.3	If the rent deposit is not assignable the SELLER must on	G18	LANDLORD AND TENANT ACT 1987
	a reasonable estimate and further payment is to be made		COMPLETION hold the rent deposit on trust for the BUYER	G18.1	This CONDITION G18 applies where the sale is a relevant
	by SELLER or BUYER as appropriate within five BUSINESS		and, subject to the terms of the rent deposit deed, comply at the cost of the BUYER with the BUYER's lawful instructions.		disposal for the purposes of part I of the Landlord and Tenant Act 1987
G10.5	DAYS of the date when the amount is known.  If a payment due from the BUYER to the SELLER on or after	G13.4	Otherwise the SELLER must on COMPLETION pay and	G18.2	The SELLER warrants that the SELLER has complied with
G10.5	COMPLETION is not paid by the due date, the BUYER is to pay		assign its interest in the rent deposit to the BUYER under an		sections 5B and 7 of that Act and that the requisite majority of
	interest to the SELLER at the INTEREST RATE on that payment		assignment in which the BUYER covenants with the SELLER to:		qualifying tenants has not accepted the offer.
G11	from the due date up to and including the date of payment.  ARREARS		(a) observe and perform the SELLER's covenants and	<b>G19</b> G19.1	SALE BY PRACTITIONER This CONDITION G19 applies where the sale is by a
Part 1 - Curre			conditions in the rent deposit deed and indemnify the	013.1	PRACTITIONER either as SELLER or as agent of the SELLER.
G11.1	"Current rent" means, in respect of each of the TENANCIES		SELLER in respect of any breach;	G19.2	The PRACTITIONER has been duly appointed and is
	subject to which the LOT is sold, the instalment of rent		(b) give notice of assignment to the tenant; and (c) give such direct covenant to the tenant as may be required	040.7	empowered to sell the LOT.
	and other sums payable by the tenant on the most recent rent payment date on or within four months preceding		by the rent deposit deed.	G19.3	Neither the PRACTITIONER nor the firm or any member of the firm to which the PRACTITIONER belongs has any personal
	COMPLETION.	G14	VAT		liability in connection with the sale or the performance of
G11.2	If on COMPLETION there are any ARREARS of current rent	G14.1	Where a SALE CONDITION requires money to be paid or other		the SELLER's obligations. The TRANSFER is to include a
	the BUYER must pay them, whether or not details of those		consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if	G19.4	declaration excluding that personal liability. The LOT is sold
G11.3	ARREARS are given in the SPECIAL CONDITIONS.  Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS		given a valid VAT invoice.	G19.4	(a) in its condition at COMPLETION;
00	of current rent.	G14.2	Where the SPECIAL CONDITIONS state that no VAT OPTION		(b) for such title as the SELLER may have; and
	ER to pay for ARREARS		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		(c) with no title guarantee;
G11.4	Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of ARREARS.		prior to COMPLETION.		and the BUYER has no right to terminate the CONTRACT or
G11.5	CONDITIONS give details of ARREARS.  The BUYER is on COMPLETION to pay, in addition to any other	G15	TRANSFER AS A GOING CONCERN		any other remedy if information provided about the LOT is inaccurate, incomplete or missing.
313	money then due, an amount equal to all ARREARS of which	G15.1	Where the SPECIAL CONDITIONS so state:	G19.5	Where relevant:
611.6	details are set out in the SPECIAL CONDITIONS.		<ul> <li>(a) the SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the</li> </ul>		(a) the DOCUMENTS must include certified copies of those
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		sale is treated as a TRANSFER of a going concern; and		under which the PRACTITIONER is appointed, the
	those ARREARS.		(b) this CONDITION G15 applies.		DOCUMENT of appointment and the PRACTITIONER'S acceptance of appointment; and
	ER not to pay for ARREARS	G15.2	The SELLER confirms that the SELLER:		(b) the SELLER may require the TRANSFER to be by the
G11.7	Part 3 of this CONDITION G11 applies where the SPECIAL		<ul><li>(a) is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and</li></ul>		lender exercising its power of sale under the Law of
	CONDITIONS (a) so state; or		(b) has (unless the sale is a standard-rated supply) made in	G19.6	Property Act 1925.  The BUYER understands this CONDITION G19 and agrees that
	(a) so state, or (b) give no details of any ARREARS.		relation to the LOT a VAT OPTION that remains valid and	0.5.0	it is fair in the circumstances of a sale by a PRACTITIONER.
G11.8	While any ARREARS due to the SELLER remain unpaid the	C1E 7	will not be revokedbefore COMPLETION.	G20	TUPE
	BUYER must:	G15.3	The BUYER confirms that  (a) it is registered for VAT, either in the BUYER'S name or as a	G20.1	If the SPECIAL CONDITIONS state "there are no employees to
	(a) try to collect them in the ordinary course of management		member of a VAT group;		which TUPE applies", this is a warranty by the SELLER to this effect.
	but need not take legal proceedings or forfeit the TENANCY;		(b) it has made, or will make before COMPLETION, a VAT	G20.2	effect.  If the SPECIAL CONDITIONS do not state "there are no
	(b) pay them to the SELLER within five BUSINESS DAYS of		OPTION in relation to the LOT and will not revoke it before		employees to which TUPE applies" the following paragraphs
	receipt in cleared funds (plus interest at the INTEREST		or within three months after COMPLETION; (c) article 5(2B) of the Value Added Tax (Special Provisions)		apply:
	RATE calculated on a daily basis for each subsequent day's delay in payment);		Order 1995 does not apply to it; and		(a) The SELLER must notify the BUYER of those employees whose CONTRACTs of employment will TRANSFER to the
	(c) on request, at the cost of the SELLER, assign to the SELLER		(d) it is not buying the LOT as a nominee for another person.		BUYER on COMPLETION (the "Transferring Employees").
	or as the SELLER may direct the right to demand and sue	G15.4	The BUYER is to give to the SELLER as early as possible before		This notification must be given to the BUYER not less than
	for OLD ARREARS, such assignment to be in such form as		the AGREED COMPLETION DATE evidence (a) of the BUYER'S VAT registration;		14 days before COMPLETION.
	the SELLER'S conveyancer may reasonably require; (d) if reasonably required, allow the SELLER'S conveyancer to		(b) that the BUYER has made a VAT OPTION; and		(b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of
	have on loan the counterpart of any TENANCY against an		(c) that the VAT OPTION has been notified in writing to HM		the TRANSFERring Employees.

	(c) The BUYER and the SELLER acknowledge that pursuant and subject to TUPE, the CONTRACTs of employment	G24	TENANCY RENEWALS	EXTRA GENERAL CONDITIONS
	between the TRANSFERring Employees and the SELLER will TRANSFER to the BUYER on COMPLETION.	G24.1	This CONDITION G24 applies where the tenant under a TRANCY has the right to remain in occupation under part Il of the Landlord and Tenant Act 1954 (as amended) and	Applicable for all lots where the Common Auction Conditions apply.  1 The Deposit
	(d) The BUYER is to keep the SELLER indemnified against		references to notices and proceedings are to notices and	1.1 General Conditions A5.5a shall be deemed to be deleted and replaced by the following:
	all liability for the TRANSFERring Employees after COMPLETION.	G24.2	proceedings under that Act.  Where practicable, without exposing the SELLER to liability or	1.2 A5.5a. The Deposit:
<b>G21</b> G21.1	ENVIRONMENTAL This CONDITION G21 only applies where the SPECIAL		penalty, the SELLER must not without the written consent of the BUYER (which the BUYER must not unreasonably withhold	<ul> <li>(a) must be paid to the auctioneers by cheque or bankers draft drawn on a UK clearing bank or building society</li> </ul>
	CONDITIONS so provide.		or delay) serve or respond to any notice or begin or continue any proceedings.	(or by such other means of payment as they may accept). Payments by cheque will incur an additional
G21.2	The SELLER has made available such reports as the SELLER has as to the environmental condition of the LOT and has	G24.3	If the SELLER receives a notice the SELLER must send a copy	administration fee of £30.00 (£25.00 + VAT) to the Auctioneer
	given the BUYER the opportunity to carry out investigations (whether or not the BUYER has read those reports or carried		to the BUYER within five BUSINESS DAYS and act as the BUYER reasonably directs in relation to it.	(b) is to be held as stakeholder save to the extent of the
	out any investigation) and the BUYER admits that the PRICE takes into account the environmental condition of the LOT	G24.4	Following COMPLETION the BUYER must:	auctioneers' fees and expenses (which shall subject to clause 2.1 of the Extra General Conditions include the
G21.3	The BUYER agrees to indemnify the SELLER in respect of all		<ul> <li>(a) with the co-operation of the SELLER take immediate steps to substitute itself as a party to any proceedings;</li> </ul>	Buyer's Administration Charge) which part of the deposit shall be held as agents for the seller. Where a deposit is
	liability for or resulting from the environmental condition of the LOT.		<ul> <li>(b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the TENANCY and the</li> </ul>	paid to us as stakeholder we are at liberty to transfer all or part of it prior to completion to the Seller's solicitors (net
<b>G22</b> G22.1	SERVICE CHARGE This CONDITION G22 applies where the LOT is sold subject to		determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable;	of any fees and commission that will be due to us from the
	TENANCIES that include service charge provisions.		and	Seller) for them to hold as stakeholder in our place.  2 Buyer's Administration Charge
G22.2	No apportionment is to be made at COMPLETION in respect of service charges.		<ul><li>(c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed TENANCY) account</li></ul>	2.1 Should your bid be successful for the Lot you will be liable to pay a Buyer's Administration Charge of £1,500 (£1,250 + VAT)
G22.3	Within two months after COMPLETION the SELLER must provide to the BUYER a detailed service charge account for		to the SELLER for the part of that increase that relates to the SELLER'S period of ownership of the LOT within five	upon exchange of contracts to the Auctioneer. The Buyer's
	the service charge year current on COMPLETION showing:	C24 F	BUSINESS DAYS of receipt of cleared funds. The SELLER and the BUYER are to bear their own costs in	Administration Charge is payable at any time the Lot is sold and not limited to sales in the auction room. In the event that
	<ul><li>(a) service charge expenditure attributable to each TENANCY;</li><li>(b) payments on account of service charge received from each</li></ul>	G24.5	relation to the renewal of the TENANCY and any proceedings	the Buyer does not pay this fee directly to the auctioneers on exchange of contracts of the Lot then the provisions under
	tenant; (c) any amounts due from a tenant that have not been	G25	relating to this.  WARRANTIES	clause 1.2 b) of the Extra General Conditions shall apply.  3 Extra Auction Conduct Conditions
	received;	G25.1	Available warranties are listed in the SPECIAL CONDITIONS.  Where a warranty is assignable the SELLER must:	3.1 Despite any special condition to the contrary the minimum
	(d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.	G25.2	(a) on COMPLETION assign it to the BUYER and give notice of	deposit we accept is £5,000 (or the total price, if less). A special condition may, however, require a higher minimum
G22.4	In respect of each TENANCY, if the service charge account shows:		assignment to the person who gave the warranty; and (b) apply for (and the SELLER and the BUYER must use all	deposit.
	(a) that payments that the tenant has made on account exceed		reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by	
	attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to that excess when it		COMPLETION the warranty must be assigned within five	
	provides the service charge account; or (b) that attributable service charge expenditure exceeds	G25.3	BUSINESS DAYS after the consent has been obtained.  If a warranty is not assignable the SELLER must after	MONEY LAUNDERING REGULATIONS  Due to the new changes to Money Laundering regulations for buying
	payments made on account, the BUYER must use all		COMPLETION:  (a) hold the warranty on trust for the BUYER; and	and selling at auction, as of the 26 June 2018 we are now required by Law to ID check everyone who offers, bids or buys at auction.
	reasonable endeavours to recover the shortfall from the tenant as soon as practicable and promptly pay the amount		(b) at the BUYER's cost comply with such of the lawful	What the new regulations mean for you as a bidder or buyer at the
	so recovered to the SELLER; but in respect of payments on account that are still due from a		instructions of the BUYER in relation to the warranty as do not place the SELLER in breach of its terms or expose the	auction:  1. In the case of an individual bidding at auction, we will require a
G22.5	tenant CONDITION G11 (ARREARS) applies.  In respect of service charge expenditure that is not attributable	G26	SELLER to any liability or penalty.  NO ASSIGNMENT	certified copy of a passport and utility bill.  In the case of an individual acting on behalf of a third party
022.5	to any TENANCY the SELLER must pay the expenditure	020	The BUYER must not assign, mortgage or otherwise	individual, we will require a certified copy of a passport and recent utility bill from both parties.
	incurred in respect of the period before ACTUAL COMPLETION DATE and the BUYER must pay the expenditure incurred in		TRANSFER or part with the whole or any part of the BUYER'S interest under this CONTRACT.	3. In the case of an individual acting on behalf of a company we
	respect of the period after ACTUAL COMPLETION DATE.  Any necessary monetary adjustment is to be made within five	<b>G27</b> G27.1	REGISTRATION AT THE LAND REGISTRY This CONDITION G27.1 applies where the LOT is leasehold	will require details about the company including ownership information on the ultimate holding company and ultimate
	BUSINESS DAYS of the SELLER providing the service charge account to the BUYER.		and its sale either triggers first registration or is a registrable disposition. The BUYER must at its own expense and as soon	beneficial owners of the company, including current addresses and dates of birth.
G22.6	If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:		as practicable:	<ol> <li>If you are unable to attend in person or will be sending us a remote bidding form, we will require certified ID that has been</li> </ol>
	(a) the SELLER must pay it (including any interest earned on		<ul><li>(a) procure that it becomes registered at the Land Registry as proprietor of the LOT;</li></ul>	identified by a professionally recognised individual. This will need to be provided to us in advance of the auction date.
	it) to the BUYER on COMPLETION; and (b) the BUYER must covenant with the SELLER to hold it		(b) procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the	<ol><li>Your ID will be kept on file for 5 years and will we will only require updated documents if you change address.</li></ol>
	in accordance with the terms of the TENANCIES and to indemnify the SELLER if it does not do so.		affected titles; and	<ol><li>Registration on the day of the auction opens from 10:30am so please ensure you arrive early to ensure we have been able to</li></ol>
G23	RENT REVIEWS		(c) provide the SELLER with an official copy of the register relating to such lease showing itself registered as proprietor.	satisfactory fulfil the necessary requirements.
G23.1	This CONDITION G23 applies where the LOT is sold subject to a TENANCY under which a rent review due on or before	G27.2	This CONDITION G27.2 applies where the LOT comprises part of a registered title. The BUYER must at its own expense and	At registration for the auction you must provide 2 forms of ID, one photographic and one proof of residence that is dated within
	the ACTUAL COMPLETION DATE has not been agreed or determined.		as soon as practicable: (a) apply for registration of the TRANSFER;	the last 3 months (a list of acceptable ID documents can be seen below):
G23.2	The SELLER may continue negotiations or rent review proceedings up to the ACTUAL COMPLETION DATE but may		(b) provide the SELLER with an official copy and title plan for	Photographic evidence of identity  Current signed Passport
	not agree the level of the revised rent or commence rent review		the BUYER'S new title; and (c) join in any representations the SELLER may properly make	Current full UK/EU photo card driving licence Valid ID card (eg, HM Forces, police warrant, prison officer card,
	proceedings without the written consent of the BUYER, such consent not to be unreasonably withheld or delayed.	G28	to the Land Registry relating to the application.  NOTICES AND OTHER COMMUNICATIONS	government/ local authority issued card
G23.3	Following COMPLETION the BUYER must complete rent review negotiations or proceedings as soon as reasonably	G28.1	All communications, including notices, must be in writing.	<ul> <li>Firearm or shotgun certificate</li> <li>Resident permit issued by the Home Office to EU National</li> </ul>
	practicable but may not agree the level of the revised rent without the written consent of the SELLER, such consent not		Communication to or by the SELLER or the BUYER may be given to or by their conveyancers.	Evidence of Residence     Current full UK/EU photo card driving licence (if not used to
	to be unreasonably withheld or delayed.	G28.2	A communication may be relied on if:  (a) delivered by hand; or	<ul> <li>prove identity)</li> <li>Utility bill issued in last three months (not mobile phone)</li> </ul>
G23.4	The SELLER must promptly:  (a) give to the BUYER full details of all rent review negotiations		(b) made electronically and personally acknowledged	<ul> <li>Recent bank/ building society/ mortgage/ credit card statement</li> <li>Current house/ motor insurance certificate</li> </ul>
	and proceedings, including copies of all correspondence and other papers; and		(automatic acknowledgement does not count); or (c) there is proof that it was sent to the address of the	<ul> <li>Revenue &amp; Customs tax notification</li> <li>Recent council tax bill ID can be approved as follows:</li> </ul>
	(b) use all reasonable endeavours to substitute the BUYER for		person to whom it is to be given (as specified in the SALE MEMORANDUM) by a postal service that offers normally to	<ul> <li>Come to our office with originals and we will certify them free of charge</li> </ul>
G23.5	the SELLER in any rent review proceedings. The SELLER and the BUYER are to keep each other informed	coo =	deliver mail the next following BUSINESS DAY.	Solicitors, the bank, an accountant or other professional body can certify the relevant ID
	of the progress of the rent review and have regard to any proposals the other makes in relation to it.	G28.3	A communication is to be treated as received:  (a) when delivered, if delivered by hand; or	<ul> <li>The Post Office can verify up to 3 forms of ID for a charge of £10.50.</li> </ul>
G23.6	When the rent review has been agreed or determined the		(b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a BUSINESS DAY	
	BUYER must account to the SELLER for any increased rent and interest recovered from the tenant that relates to the		a communication is to be treated as received on the next	All certified ID can be sent to us at info@auctionhouselondon.co.uk.  The purpose of Auction House London obtaining this information
	SELLER'S period of ownership within five BUSINESS DAYS of receipt of cleared funds.	G28.4	BUSINESS DAY.  A communication sent by a postal service that offers normally	is in order for us to carry out customer due diligence in compliance with the regulations. There are no exceptions and Auction House
G23.7	If a rent review is agreed or determined before COMPLETION but the increased rent and any interest recoverable from the		to deliver mail the next following BUSINESS DAY will be treated as received on the second BUSINESS DAY after it has been	London takes its obligations very seriously. If you have any queries please contact us on 020 7625 9007.
	tenant has not been received by COMPLETION the increased	G29	posted. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	Thank you for your understanding and helping us comply with these regulations.
G23.8	rent and any interest recoverable is to be treated as ARREARS.  The SELLER and the BUYER are to bear their own costs in	G2 <del>3</del>	No one is intended to have any benefit under the CONTRACT	
	relation to rent review negotiations and proceedings.		pursuant to the CONTRACTs (Rights of Third Parties) Act 1999.	