

1. Conditions of Sale

- 1.1 Prospective purchasers are advised that all sales are subject to:
- Common Auction Conditions (Edition 3) reproduced by permission of Royal Institution of Chartered Surveyors in the Catalogue;
 - Extra General Conditions applicable to all Andrews & Robertson auctions also printed in the Catalogue;
 - Special Conditions of Sale obtainable from Andrews & Robertson auction office or from the Seller's solicitors;
 - an Addendum or alteration made available for inspection prior to the sale; or by oral announcement at the auction;
 - this Notice to Bidders
- 1.2 The Common Auction Conditions (Edition 3) comprise:
- The glossary;
 - auction conduct conditions; and
 - sale conditions.

2. Particulars of Sale

Prospective purchasers are advised to check the Particulars of Sale printed in the catalogue to ensure that they are satisfied as to their accuracy in regard to measurements, areas and all other matters to which the properties are expressed to be subject to or have the benefit of, and in respect of any contents, fixtures and fittings expressed to be included in the sale. All measurements and areas referred to in these particulars are approximate only. Services or appliances included in the property have not been tested. Any statement by the Auctioneers' staff is without responsibility and is not a representation.

3. Guide Prices

Guide prices are an indication of the sellers current minimum acceptable price at auction, the sale price whether prior to or at the auction can be above or below the guide price depending upon market activity. Guide prices given by Andrews & Robertson to prospective purchasers cannot be accepted

by the purchaser as representing a professional valuation for any purpose in accordance with the requirements or guidance notes of relevant professional bodies or other authorities. Prospective purchasers should satisfy themselves as to the possible purchase price.

4. Inspection and Searches

It is deemed that prospective purchasers have inspected the property and have made the usual pre-contract searches and enquiries and are relying on their own knowledge or the advice of their own professional or other adviser. The published information in the catalogue is not warranted and may need to be verified by inspection of the legal package generally only available after the catalogue has gone to press. Purchasers must satisfy themselves as to the correctness of the details of leases, tenancies, licences, rent payable, rent reviews, service charges, outgoing and other matters.

5. Withdrawn Lots or Sales Prior to the Auction

The Vendors have the right to withdraw or sell their property at any time prior to Auction. The Auctioneers or Vendors are not responsible for any abortive costs, losses or damages incurred by prospective purchasers in respect of lots which are either withdrawn or sold prior to the Auction. Information as to prior sale or withdrawal of a Lot can be obtained from enquiry of the Auctioneers but is valid only up to the time of the enquiry.

6. Photographs and Plans

Any photographs and plans shown in the Particulars of Sale are to enable prospective purchasers to locate the property only. The plans are photographically reproduced and are therefore not to scale and are not intended to depict the interest to be sold but are for identification only. The boundary lines and numbers on the photographs are again only to enable prospective purchasers to locate the property and are not intended to depict the interest to

be sold. Prospective purchasers must rely on inspection of the property concerned and the Special Conditions of Sale as to full descriptions and the extent of the relevant property to be sold. Such plans and photographs are expressly excluded from the contract of sale. All plans have been reproduced with the permission of the Controller of Her Majesty's Stationary Office © Crown Copyright and Experian Copyright all rights reserved Licence number PU 100017316, Ordnance Survey on behalf of the Controller of Her Majesty's Stationary Office © Crown Copyright Licence 100056482. A-Z reproduced by permission of Geographers A-Z Map Co Ltd Licence NO A1205.

7. Amendments to Particulars of Sale

Prospective purchasers should always check the amendment sheet on the day of the sale to see if there are any alterations or amendments to the particulars or special conditions of the property that they are interested in bidding for. The catalogue has been prepared on the basis of information provided. In some cases for what ever reason verification has not been possible (eg. missing keys) prior to printing. Consequently amendments may be made and the successful purchaser is deemed to have purchased in full knowledge of them.

8. Auctioneers Announcements

The Auctioneers announcements at the commencement of the sale are an important part of the proceedings. Thereafter the Auction will proceed without delay and the Auctioneer will not describe the properties in detail nor read out the special conditions or amendments (see notices 1 and 3).

9. Liability of bidder

Each bidder will be deemed to be personally liable on making an accepted bid even though he/she purports to act as an agent for a principal purchaser or purports to sign the Memorandum of Sale in a representative capacity.

10. Binding Contract

The successful bidder is under a Binding Contract as soon as the Auctioneer's Gavel falls on his/her bid. Immediately thereafter, the Purchaser will be handed a Purchaser's slip by the Auctioneer's Clerk which should be completed in full. This information will be used to draw up two copies of a Memorandum of Sale. The successful bidder must sign and exchange this memorandum with the Auctioneers' staff and provide a deposit of 10% of the purchase price or the minimum deposit of £1,000 whichever is the higher. Deposit payments are accepted by personal or company cheques, bankers drafts or personal debit cards. Deposit payments by commercial debit cards, cash or credit cards are not accepted. The Purchaser will be required to prove identification.

11. Buyer's Fee

The successful purchaser will be required to pay to the Auctioneers purchasers' administration fee of **£700.00 inclusive of VAT (or £250 inclusive of VAT** in respect of Lots with a sale price of less than £10,000) on exchange of contracts for each Lot purchased.

12. Default of Purchaser

If the Purchaser should fail or default in any of the above the Auctioneer as agent for the Vendor shall be entitled to treat the failure or default as a repudiation and rescind the contract. Thereafter the Auctioneer shall be entitled to re-submit the property for sale. The Vendor reserves the right to claim any loss he/she suffers as a result.

13. Keys

Purchasers should be aware that they will not be entitled to keys or access to the property (except by special arrangement) until completion of the sale.