



Auction Pack

44 a Prune Park Lane

Allerton Bradford

BD15 9JA



Introduction to this pre-sale information pack.

This pre-sale information pack is designed to provide information for potential for 44a Prune Park Lane Allerton BD15 9JA with as much relevant information as possible that may affect their buying decision.

This enforces a commitment to providing the most complete and professional service for all our clients, whether buying or selling the property. Although the information in this pack is designed to help, the information provided is from the seller of the property and cannot guarantee accuracy. Where the information has been sourced via the risk assessment database it is done so based on the property postcode and again this cannot be guaranteed by for accuracy. Although this pre-sale pack provides an overview for a potential purchaser it does not and must not replace the usual checks that would be carried out on both parties' behalf by their acting Solicitors

CONDITIONAL AUCTION TERMS AND CONDITIONS

Introduction These Conditional Auction Terms and Conditions govern the conduct of conditional auctions conducted by Advanced Property Auctions. Any property sold by Advanced Property Auctions either Online or in person which is expressed to be Conditional is governed by these conditions.

There are three sections:

Glossary 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 agreement.

Reservation Conditions If you are the successful bidder in a conditional auction for a property then you must enter into a reservation agreement and will be bound by the reservation conditions relevant to that Property.

Important Notice

Before bidding for a property, a prudent Buyer should carry out their own due diligence, including but not limited to:

- Read these Conditional Auction Terms and Conditions and the Buying section of the Auctioneer's Website
- Check the Buyer Information Pack including the Special Conditions for the Property
- Take advice from professionals such as a conveyancer, a financial advisor, or a surveyor where appropriate.
- Have finance available for the Purchase Price, the Reservation Fee, and any additional fees stated in the Special Conditions These Conditions assume that a Buyer has acted as a prudent Buyer, and bidding without doing so is at your own risk.

Glossary

This glossary applies to the AUCTION CONDUCT CONDITIONS and the RESERVATION 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 and Wales.

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 reenacted by the date of the AUCTION or the CONTRACT DATE {as applicable);
- 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.

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 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 CONDITIONS.

Auctioneers

The Auctioneers at the AUCTION.

BUSINESS DAY

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

BUYER

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.

BUYER INFORMATION PACK T

The pack of documents relating to the Property.

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 amount payable on COMPLETION has been unconditionally received in the SELLER'S conveyancer's client account (or as otherwise required by the terms of the CONTRACT).

Condition

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

CONTRACT

The **CONTRACT** by which the **SELLER** agrees to sell and the **BUYER** agrees to buy the **LOT**.

CONTRACT DATE

The **CONTRACT DATE** is 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 retrieval.

DOCUMENTS

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

EXTRA GENERAL CONDITIONS

Any **CONDITIONS** added or varied by the **AUCTIONEERS** starting at **CONDITION G30**.

FINANCIAL CHARGE

A charge to secure a loan or other financial indebtedness (but not including a rent charge or local land charge).

GENERAL CONDITIONS

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

INTEREST RATE As specified in the **CONTRACT**.

LOT 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 (including chattels, if any).

Old ARREARS **ARREARS** due under any of the **TENANCIES** that are not "new **TENANCIES**" as defined by the Landlord and Tenant (Covenants) Act 1995

ONLINE On our website.

PARTICULARS

The section of the CATALOGUE that contains descriptions of each LOT (as varied by any ADDENDUM).

PRACTITIONER

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

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.

RESERVATION AGREEMENT

The agreement which is to be signed by the Buyer and the Seller or by the AUCTIONEER as agent on behalf of either the Seller or Buyer or both, reserving the Property for sale by the SELLER to the BUYER as per the RESERVATION CONDITIONS.

RESERVATION FEE

A non-refundable fee paid by the Buyer to us to reserve the Property.

SALE CONDITIONS

The GENERAL CONDITIONS as varied by any SPECIAL CONDITIONS or ADDENDUM.

SELLER

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 separately.

SPECIAL CONDITIONS

Those of the RESERVATION CONDITIONS so headed that relate to the LOT.

TENANCIES

TENANCIES, leases, licences to occupy, and agreements for lease, and any DOCUMENTS varying or supplemental to them.

TENANCY Schedule

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

TRANSFER

TRANSFER includes a conveyance or assignment (and "to TRANSFER" includes "to convey" or "to assign").

We (and Us and Our)

The AUCTIONEERS.

You (and Your) 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.

A1 Introduction

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. They can be varied only if WE agree.

A2 OUR role

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 by conditional AUCTION;

(c) receive and hold deposits (if applicable);

(d) sign each RESERVATION AGREEMENT; and

(e) treat a RESERVATION AGREEMENT as repudiated if the BUYER fails to sign the RESERVATION AGREEMENT or pay a RESERVATION FEE as required by these AUCTION CONDUCT CONDITIONS or fails to provide identification as required by the AUCTIONEERS.

Payment of Reservation Fee.

1. On the date of the RESERVATION AGREEMENT the BUYER must pay the RESERVATION FEE to the Auctioneer in the amount detailed in the “Property Details and Reservation Fee” of the RESERVATION AGREEMENT.
2. The RESERVATION FEE is not a part payment (a deposit) towards the purchase price of the property but a fee payable to the Auctioneer in addition to the purchase price.
3. The RESERVATION FEE is not refundable to the BUYER unless the SELLER withdraws from the sale during the reservation period. In all other circumstances the BUYER agrees that the RESERVATION FEE shall not be repaid to the Buyer

Grant of exclusivity for Reservation Period and Seller’s obligations

1. Conditional upon payment of the RESERVATION FEE and due execution of the RESERVATION AGREEMENT, the Property shall be reserved to the BUYER for the Reservation Period in which time the BUYER must exchange contracts.
2. In consideration of the payment of the RESERVATION FEE, the SELLER agrees:
 - a. That the seller has instructed the Auctioneer not to agree another reservation of this Property during the Reservation Period:
 - b. During the Reservation period:
 - i. Not to encumber or deal with the title to the Property.
 - ii. Not to send, instruct, or allow anyone else to send any contract for sale of the Property to anyone other than the BUYER’s Solicitors
 - iii. To give such access to the Property as may be reasonably required by any surveyor or valuer appointed by the BUYER or the BUYER’s mortgagee for the purpose of surveying and/or valuing the Property
 - iv. Not to give access to any other person to view the Property nor negotiate with anyone other than the BUYER any terms for the sale of the Property
 - c. To use all reasonable endeavors to proceed to a formal exchange of contracts within the Reservation Period
 - d. To supply to the SELLER’s Solicitors all documentation, information and authority to enable the SELLER’s Solicitors to draft and negotiate the sale and purchase contract and do all work necessary to enable contracts for sale of the Property to be exchanged within the Reservation Period;

e. To immediately instruct the SELLER's Solicitors to issue a contract for the sale of the property to the BUYER's Solicitors and to answer promptly all enquiries raised by the BUYER's Solicitors relating to the Property, to respond promptly to any amendments to the draft sale and purchase contract proposed by the BUYER's Solicitors and do all other work required to enable contracts for the sale of the Property to be exchanged within the Reservation Period, provided always that the BUYER complies with the terms of this Agreement.

3. The SELLER may (but shall not be obliged to) grant an extension of the Reservation Period. Any such extension shall be confirmed in writing.

Buyer's Obligations

1. In consideration of the undertakings given by the SELLER in the RESERVATION AGREEMENT, the BUYER agrees:

a. To use all reasonable endeavours to proceed to a formal exchange of contracts within the Reservation Period;

b. To immediately instruct the BUYER's Solicitors to investigate title to the Property, negotiate the draft sale and purchase agreement, raise enquiries of the SELLER and 14 any third parties about the Property and do any other work required to enable contracts for the sale of the Property to be exchanged within the Reservation Period;

c. within five working days after the auction or acceptance of the offer:

i. If the BUYER intends to use a loan in connection with the purchase of the Property, the BUYER shall apply to the relevant lender and complete all necessary documentation and do all such things as such lender may require to process the BUYER's application as soon as possible including the payment of any application fees;

ii. If the BUYER or the BUYER's mortgagee or lender requires that the Property is surveyed and/or valued, the BUYER will use all reasonable endeavors to arrange for the survey and/or valuation to take place at the Property as soon as reasonably practicable including the payment of any valuation fee;

iii. Keep the AUCTIONEER and the SELLER's solicitor advised of progress with the application for the loan.

d. Within 5 working days of receiving draft contracts from the SELLER's solicitor, the BUYER must ensure that their nominated solicitor has raised initial enquiries in relation to the draft contract in writing with the SELLER's solicitor. If this has not been undertaken the SELLER reserves the absolute right to re-offer the Property for sale free of any obligation to the BUYER in this event the RESERVATION FEE is deemed nonrefundable.

e. The date of COMPLETION shall be specified in the contract exchanged for the purchase of the Property, but such date shall be no later than the date being 28 days after the date of exchange of contracts and the BUYER shall use all reasonable endeavours to purchase the Property by such date

Termination

1. The RESERVATION AGREEMENT shall not be capable of termination by either the BUYER or the SELLER during the Reservation Period.
2. On the expiry of the Reservation Period (or the expiry of any extension granted by the Seller in writing) if the BUYER has not exchanged contracts to purchase the Property, the RESERVATION AGREEMENT shall automatically terminate
3. The SELLER may terminate the RESERVATION AGREEMENT with immediate effect by written notice to the BUYER if the BUYER is in breach of the BUYER's obligations under the RESERVATION AGREEMENT.
4. Any provision of the RESERVATION AGREEMENT that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the RESERVATION AGREEMENT shall remain in full force and effect.
5. The BUYER agrees that if the CONTRACT for the purchase of the Property has not been legally and unconditionally exchanged within the Reservation Period the SELLER has the absolute right to re-offer the Property for sale free of any obligation to the BUYER. In this event the RESERVATION FEE is deemed non-refundable

Incorporation of Conditional Auction Terms and Conditions

1. The BUYER confirms that they have read and agree with the terms and conditions of the RESERVATION AGREEMENT, the SPECIAL CONDITIONS and these Conditional Auction Terms and Conditions

Auctioneer's Position

1. The SELLER and BUYER acknowledge and agree that the Auctioneer's capacity in relation to the RESERVATION AGREEMENT is solely to act as an agent of the SELLER and not its own capacity.
2. Save in the event of fraud or death or personal injury resulting from the Auctioneer's negligence, neither the Auctioneer nor any of its parent companies, subsidiaries, affiliates, third party service providers, licensors, officers, directors or employees shall have any liability of any nature howsoever arising in relation to the RESERVATION AGREEMENT

Waiver

No failure or delay by a party to exercise any right or remedy provided under the RESERVATION AGREEMENT or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

Assignment and other dealings prohibited.

The RESERVATION AGREEMENT is personal to the BUYER and SELLER and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the RESERVATION AGREEMENT.

Costs

1. The BUYER and SELLER shall pay its own costs incurred in connection with this Agreement and any documents referred to in it, except as varied by the SPECIAL CONDITIONS.
2. Fees paid to the Auctioneer may be considered as part of the chargeable consideration for the property and be included in the calculation for stamp duty liability. Further clarification on this must be sought from your legal representative.

General

- 1 The RESERVATION AGREEMENT constitutes the entire agreement between the BUYER and SELLER and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
2. Neither the BUYER nor the SELLER shall make, or permit any person to make, any public announcement concerning the RESERVATION AGREEMENT without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

Notices

- 1 Any notice or other communication required to be given to either the BUYER or SELLER under or in connection with this contract shall be in writing and shall be delivered by hand or sent by first-class post or next working day delivery service to the

other Party's address as noted on page 1 of the RESERVATION AGREEMENT (or such other address as may be notified in writing by one Party to the other from time to time).

3. Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or otherwise at 9.00 am on the second Business Day after posting.

Third Party Rights

- 3.1 Except in relation to clause 1.1, 3.1 (c)(iii), 3.2 and 6 of the RESERVATION AGREEMENT, which the Auctioneer is entitled to rely upon and enforce against the BUYER, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the RESERVATION AGREEMENT.

- 3.2 **R14 Counterparts** The RESERVATION AGREEMENT may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

3.3 Governing Law

1. The RESERVATION AGREEMENT and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Jurisdiction .

The BUYER and SELLER irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the RESERVATION AGREEMENT or its subject matter or formation (including non-contractual disputes or claims)

Thank you for your agreement to purchase a property through Advanced Property Auction. This Agreement is made between Advanced Property Auction as agent for and on behalf of "the Seller" ("the Auctioneer") and the Buyer(s) as detailed below ("the Buyer(s)"). The Buyer(s) and the Seller will be referred to as "the Parties". This Agreement incorporates the conditional auction terms and conditions set out on the Auctioneer's website at the date of Reservation ("Conditional Auction Terms and Conditions"). The "Buyer Information Pack" is deemed to be complete when the Auctioneer is in receipt of a valid local authority search, official water and drainage search, evidence of title and signed property information questionnaire and fixtures and fittings form.

Summary of Key terms and Details of the Parties

Property Details and the Reservation Fee

Date of Reservation _____

Property Address ("the Property") _____

Postcode _____

Purchase Price _____

Reservation Fee (payable to Auctioneer) _____

Reservation Period The period starting on the date of this Agreement and ending 28 days after receipt by the Buyer's solicitors of a draft contract for the sale and purchase of the Property from the Seller's Solicitors.

Seller (the legal owner of the Property) _____

Buyer(s) Details

Name(s) of the Buyer(s) _____

Address _____

Postcode _____

Telephone Number _____

Mobile Telephone Number _____

E-mail _____

Date of Birth _____

Buyer's Solicitors Details Solicitor Name _____

Contact Name _____ Telephone _____

Address _____

Postcode _____

On Behalf of the Buyer(s):

Buyer 1 - please sign:

Buyer 2 - please sign:

Seller's Solicitors Details: Solicitor Name _____

Contact Name _____ Telephone _____

Address _____

Postcode _____

IMPORTANT: This Agreement should be read carefully. If you are unsure of any part, phrasing or implication of this Agreement, please ask the Auctioneer to clarify / or seek independent legal advice.

Signed by the Parties (or on their behalf). Please sign and date all pages of this agreement.

IT IS AGREED

1. Payment of Reservation Fee

1. On the date of this Agreement the Buyer(s) shall pay the Reservation Fee to the Auctioneer in the amount detailed in the "Property Details and Reservation Fee" section on page 1 of this Agreement.
2. The Parties acknowledge and agree that this fee is not a part payment (a deposit) towards the purchase price of the property but a fee payable to the Auctioneer in addition to the purchase price.
3. The Reservation Fee is **not** refundable to the Buyer(s) **unless** the Seller withdraws from the sale during the reservation period. In **all** other circumstances the Buyer agrees that the Reservation Fee shall not be repaid to the Buyer.

2. Grant of exclusivity for Reservation Period and Seller's obligations

1. Conditional upon payment of the Reservation Fee and due execution of this Agreement, the Property shall be reserved to the Buyer(s) for the Reservation Period in which time the Buyer(s) must exchange contracts.
2. In consideration of the payment of the Reservation Fee, the Seller agrees:
 - a. That the seller has instructed the Auctioneer not to agree another reservation of this Property during the Reservation Period;
 - b. During the Reservation period:
 - i. Not to encumber or deal with the title to the Property.
 - ii. Not to send, instruct or allow anyone else to send any contract for sale of the Property to anyone other than the Buyer's Solicitors;
 - iii. To give such access to the Property as may be reasonably required by any surveyor or valuer appointed by the Buyer or the Buyer's mortgagee for the purpose of surveying and/or valuing the Property;
 - iv. Not to give access to any other person to view the Property nor negotiate with anyone other than the Buyer(s) any terms for the sale of the Property;

On Behalf of the Buyer(s):

I/we, the Buyer(s), agree with the information set out on page 1 and 2 of this Agreement. I understand that the Reservation Fee is paid in addition to the sale price as detailed on page one of this Agreement. I understand the Reservation Fee is paid on a non-refundable basis as fees to the Auctioneer.

Buyer 1 - please sign:

Buyer 2 - please sign:

Date:

PRINT:

PRINT:

On Behalf of the Seller (signed by the Auctioneer as agent for the Seller):

Signed:

PRINT:

Date:

- c. To use all reasonable endeavours to proceed to a formal exchange of contracts within the Reservation Period;
 - d. To supply to the Seller's Solicitors all documentation, information and authority to enable the Seller's Solicitors to draft and negotiate the sale and purchase contract and do all work necessary to enable contracts for sale of the Property to be exchanged within the Reservation Period;
 - e. To immediately instruct the Seller's Solicitors to issue a contract for the sale of the property to the Buyer's Solicitors and to answer promptly all enquiries raised by the Buyer's Solicitors relating to the Property, to respond promptly to any amendments to the draft sale and purchase contract proposed by the Buyer's Solicitors and do all other work required to enable contracts for the sale of the Property to be exchanged within the Reservation Period, provided always that the Buyer(s) complies with the terms of this Agreement.
3. The Seller may (but shall not be obliged to) grant an extension of the Reservation Period. Any such extension shall be confirmed in writing.

3. Buyer's Obligations

1. In consideration of the undertakings given by the Seller in this Agreement, the Buyer(s) agrees:

- a. To use all reasonable endeavours to proceed to a formal exchange of contracts within the Reservation Period;
- b. To immediately instruct the Buyer's Solicitors to investigate title to the Property, negotiate the draft sale and purchase agreement, raise enquiries of the Seller and any third parties about the Property and do any other work required to enable contracts for the sale of the Property to be exchanged within the Reservation Period;
- c. within five working days after the auction or acceptance of the offer:
 - i. If the Buyer(s) intends to use a loan in connection with the purchase of the Property, the Buyer(s) shall apply to the relevant lender and complete all necessary documentation and do all such things as such lender may require to process the Buyer's application as soon as possible including the payment of any application fees;
 - ii. If the Buyer(s) or the Buyer's mortgagee or lender requires that the Property is surveyed and/or valued, the Buyer(s) will use all reasonable endeavours to arrange for the survey and/or valuation to take place at the Property as soon as reasonably practicable including the payment of any valuation fee;
 - iii. Keep the Auctioneer and the Seller's Solicitors advised of progress with the application for the loan.
- d. Within 5 working days of receiving draft contracts from the sellers solicitor, the Buyer(s) must ensure that their nominated solicitor has raised initial enquiries in relation to the draft contract in writing with the sellers solicitor. If this has not been undertaken the Seller reserves the absolute right to re-offer the Property for sale free of any obligation to the Buyer(s). In this event the Reservation Fee is deemed non-refundable.
- e. The date of completion shall be specified in the contract exchanged for the purchase of the Property but such date shall be no later than the date being 28 days after the date of exchange of contracts and the Buyer(s) shall use all reasonable endeavours to complete the purchase of the Property by such date.

4. Termination

- 1. Subject to clauses 4.2 and 4.3, this Agreement shall not be capable of termination by either party during the Reservation Period.
- 2. On the expiry of the Reservation Period (or the expiry of any extension granted by the Seller in writing) if the Buyer(s) has not exchanged contracts to purchase the Property, this Agreement shall automatically terminate.
- 3. The Seller may terminate this Agreement with immediate effect by written notice to the Buyer(s) if the Buyer(s) is in breach of the Buyer's obligations under this Agreement.
- 4. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 5. The Buyer(s) agrees that if contracts for the purchase of the Property have not been legally and unconditionally exchanged within the Reservation Period the Seller has the absolute right to re-offer the Property for sale free of any obligation to the Buyer. In this event the Reservation Fee is deemed non-refundable as detailed above.

On Behalf of the Buyer(s):

Buyer 1 - please sign:

Buyer 2 - please sign:

5. Incorporation of Conditional Auction Terms and Conditions

The Buyer(s) confirm that they have read and agree with the terms and conditions of this Agreement and the Conditional Auction Terms and Conditions attached to this Agreement.

6. Auctioneer's Position

1. The Seller and Buyer acknowledge and agree that the Auctioneer's capacity in relation to this Agreement is solely to act as an agent of the Seller and not its own capacity.
2. Save in the event of fraud or death or personal injury resulting from the Auctioneer's negligence, neither the Auctioneer nor any of its parent companies, subsidiaries, affiliates, third party service providers, licensors, officers, directors or employees shall have any liability of any nature howsoever arising in relation to this Agreement.

7. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

8. Assignment and other dealings prohibited

This Agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

9. Costs

1. Each Party shall pay its own costs incurred in connection with this Agreement and any documents referred to in it.
2. Fees paid to the Auctioneer may be considered as part of the chargeable consideration for the property and be included in the calculation for stamp duty liability. Further clarification on this must be sought from your legal representative.

10. General

1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
2. No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

11. Notices

1. Any notice or other communication required to be given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or sent by first-class post or next working day delivery service to the other Party's address as noted on page 1 (or such other address as may be notified in writing by one Party to the other from time to time).
2. Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or otherwise at 9.00 am on the second Business Day after posting.

On Behalf of the Buyer(s):

12. Third Party Rights

Except in relation to clause 1.1, 3.1 (c)(iii), 3.2 and 6, which the Auctioneer is entitled to rely upon and enforce against the Buyer, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

13. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

On Behalf of the Buyer(s):

Buyer 1 - please sign:

Buyer 2 - please sign:

11. Notices

1. Any notice or other communication required to be given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or sent by first-class post or next working day delivery service to the other Party's address as noted on page 1 (or such other address as may be notified in writing by one Party to the other from time to time).
2. Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or otherwise at 9.00 am on the second Business Day after posting.

On Behalf of the Buyer(s):

12. Third Party Rights

Except in relation to clause 1.1, 3.1 (c)(iii), 3.2 and 6, which the Auctioneer is entitled to rely upon and enforce against the Buyer, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

13. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

14. Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed by the Parties (or on their behalf). Please sign and date all pages of this Agreement.

On Behalf of the Buyer:

I/we, the Buyer(s), agree with the terms and conditions set out in this Agreement I understand that the Reservation Fee is paid in addition to the sale price as detailed on page one of this Agreement. I understand the Reservation Fee is paid on a non-refundable basis as fees to the Auctioneer.

Buyer 1 - please sign:

Buyer 2 - please sign:

Date:

PRINT:

PRINT:

On Behalf of the Seller (signed by the Auctioneer as agent for the Seller):

Signed:

PRINT:

Date:

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

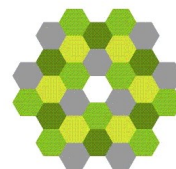
This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 21 June 2024 shows the state of this title plan on 21 June 2024 at 14:01:51. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Nottingham Office .

HM Land Registry

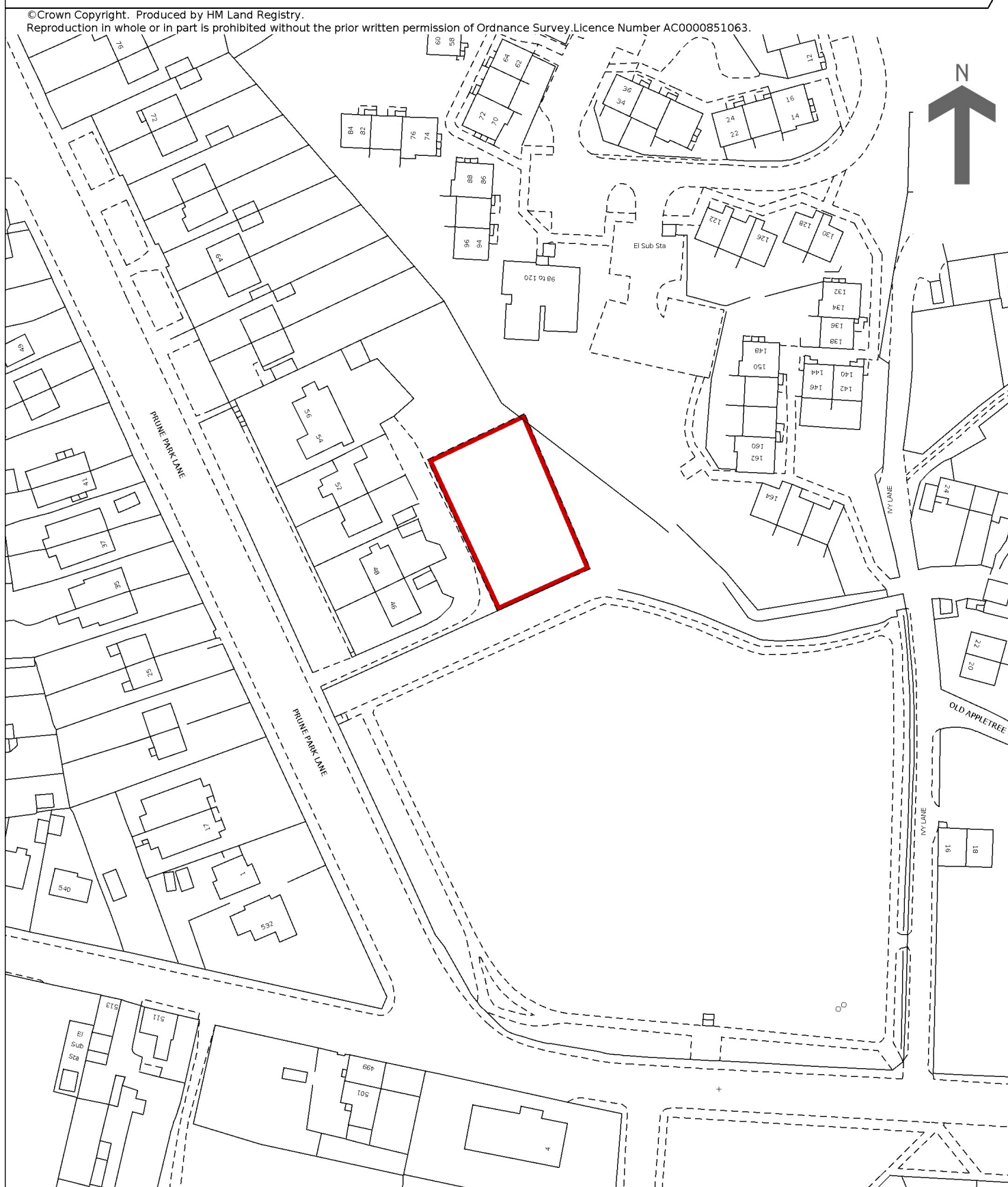
Official copy of title plan

Title number **WYK782280**
Ordnance Survey map reference **SE1134NW**
Scale **1:1250**
Administrative area **West Yorkshire :**
Bradford



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Done

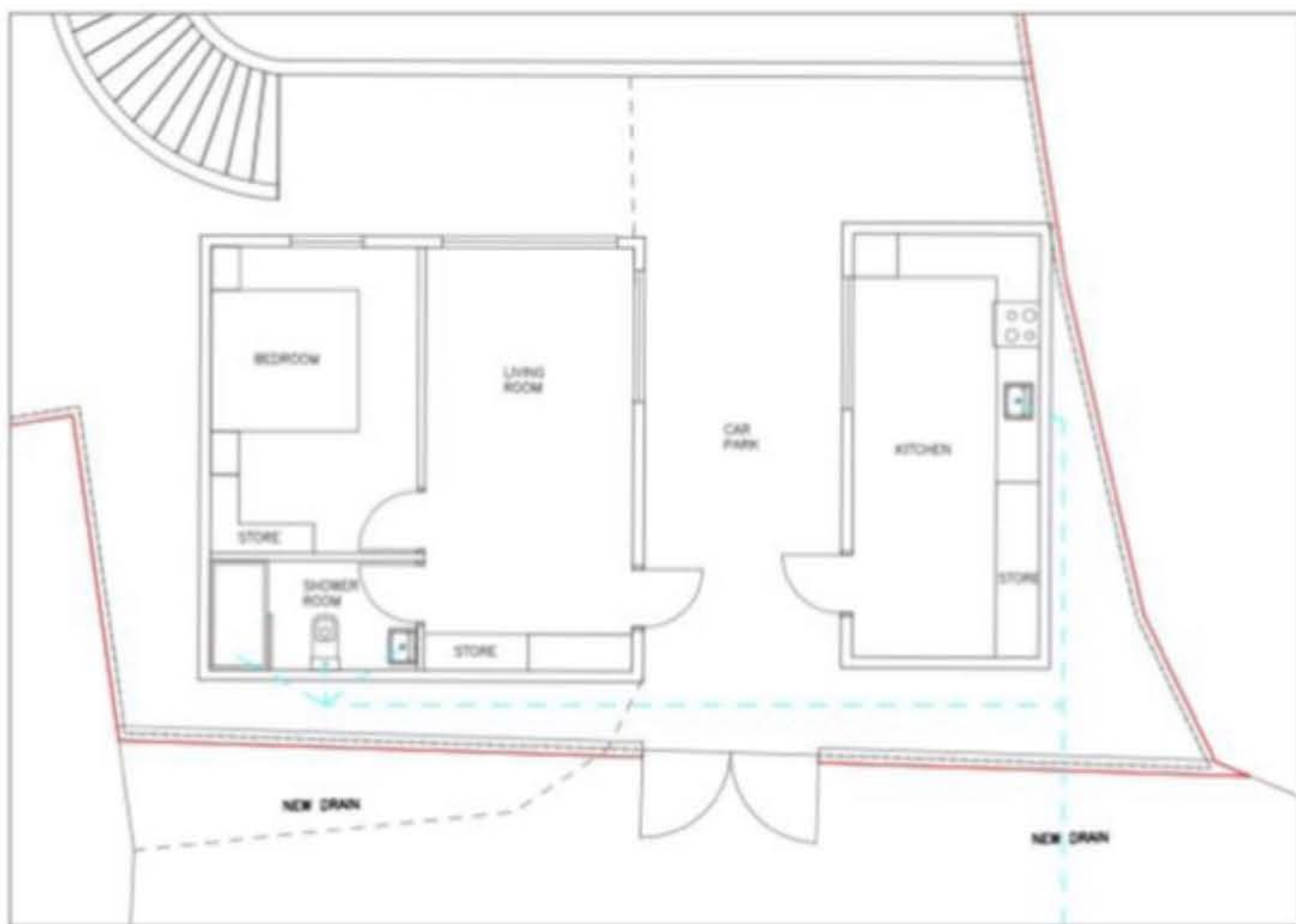
DRAWINGS LEZ.pdf



EXISTING SITE PLAN @ 1:200



SITE PLAN @ 1:200



PROPOSED PLAN @ 1:50



The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number WYK782280

Edition date 22.02.2022

- This official copy shows the entries on the register of title on 21 JUN 2024 at 14:01:52.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 21 Jun 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Nottingham Office.

A: Property Register

This register describes the land and estate comprised in the title.

WEST YORKSHIRE : BRADFORD

- 1 (07.02.1975) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 44 Prune Park Lane, Allerton, Bradford (BD15 9JA).
- 2 The land has the benefit of the rights granted by the Transfer dated 1 December 2004 referred to in the Charges Register.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (08.06.2018) PROPRIETOR: PROGRESS HOUSING ASSOCIATION LIMITED (Registered Society No. 27792R) of Sumner House, 21 King Street, Leyland PR25 2LW.
- 2 (03.08.2012) The price stated to have been paid on 6 July 2012 was £235,000.
- 3 (03.08.2012) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 4 (26.06.2014) The proprietor's address for service has been changed.
- 5 (14.10.2021) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 15 September 2021 in favour of M&G Trustee Company Limited referred to in the Charges Register or their conveyancer.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 A Transfer of the land in this title dated 1 December 2004 made between (1) David Andrew Hawksworth and (2) Gavin Hawksworth contains restrictive covenants.

NOTE: Copy filed.

- 2 (03.08.2012) By a Deed dated 6 July 2012 made between (1) David Andrew Hawksworth (2) Gavin Hawksworth and (3) Progress Care Housing Association Limited the covenants contained in the Transfer dated 1 December 2004 referred to above were be varied as therein mentioned.

NOTE:-Copy filed.

- 3 (14.10.2021) REGISTERED CHARGE dated 15 September 2021 affecting also other titles.

NOTE: Charge reference LA676819.

- 4 (14.10.2021) Proprietor: M&G TRUSTEE COMPANY LIMITED (Co. Regn. No. 1863305) of 10 Fenchurch Avenue, London EC3M 5AG and of trustees.admin@mandg.co.uk.

- 5 (14.10.2021) The proprietor of the Charge dated 15 September 2021 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register

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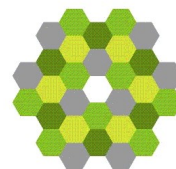
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