

NOTICES TO PROSPECTIVE BUYERS

These notes, the Particulars of Sale and the General Conditions of Sale printed in this catalogue and the Special Conditions (obtainable separately from the Auctioneers or the Vendor's legal advisers) should be read carefully by you and your professional advisers. The Particulars of Sale have been compiled using information provided by the Vendor and the Vendor's legal advisers. You are strongly advised to take independent legal and other appropriate advice.

1. Particulars of Sale

- 1.1 You are advised to check the Particulars of Sale to ensure you are satisfied as to the accuracy of all measurements, areas, details of leases and all other matters subject to which the properties are sold or have the benefit of. All measurements and areas referred to in the Particulars of Sale are approximate only. You should also check whether any contents and fixtures or fittings expressed to be included in the sale are the property of the vendor concerned. The property should be inspected by you and all necessary enquiries made by you or your representatives with the Auctioneers, the Vendor and the Vendor's professional advisers. You should also make all necessary searches and enquiries of appropriate authorities.
- 1.2 You will be deemed to have inspected the relevant property and to have all necessary and appropriate enquiries and searches.
- 1.3 All statements made in the Particulars of Sale or otherwise (save for any statements made in writing by the Vendor's Solicitors) relating to any property are made with out responsibility on the part of the Auctioneers or the Vendor. Neither the Auctioneers nor any person in their employment has any authority to make or give any representation or warranty whatever in relation to any property. No such statement may be relied upon as a statement or representation of fact.

2. Plans and Photographs

- 2.1 All location plans shown in this catalogue are to enable you to locate the property only. The plans are photographically reproduced and therefore not to scale and are not intended to depict the interest to be disposed of. Such plans are expressly excluded from the Contract of Sale.
- 2.2 Any arrows on photographs or plans in this catalogue are to enable you to locate the property and are not intended to depict the interest or extent thereof to be disposed of.
- 2.3 No warranty or undertaking is given as to the accuracy of the photographs in this catalogue indicating the property proposed to be sold.
- 2.4 No warranty or undertaking is given that the photograph of the relevant property shows or refers to any of the occupiers of the property or whether any of the occupiers are trading or whether any tenant is in actual occupation or the state or condition of such property.
- 2.5 You must rely on inspection of the property concerned and the Special Conditions (obtainable from the Auctioneer or Vendor's legal representatives) as to the full description and extent of the area of the relevant property to be sold.
- 2.6 The site and location plans in this catalogue are reproduced from the Ordnance Survey Map with the permission of the Controller of Her Majesty's Stationery Office, Crown Copyright reserved.

3. Inspection

You should contact the Auctioneers to make arrangements to inspect properties.

4. Structure, Contamination and Equipment

- 4.1 You should consult your professional advisers with regard to the condition of the structure of the property to be sold and any possible contamination or pollution affecting it. Any full structural and environmental survey should be carried out by a professionally qualified person.
- 4.2 No representation, warranty or undertaking whatsoever is made or intended to be made in respect of:
 - a) The state of the structure of any property or any fixtures, fittings or other items expressed to be included in the sale of the property.
 - b) The type of structure or whether such structure is adequate or properly constructed or otherwise whatsoever in relation to the state of repair or the suitability of such structure or the fixtures, fittings or other equipment thereon.
 - c) Whether or not there is any contamination or pollution in relation to the property to be sold or any property in the neighbourhood.
 - d) Whether or not it complies with the legislation relating to the environment or contamination, pollution or dangerous or potentially dangerous substances.

5. Conditions of Sale

- 5.1 Your attention is drawn to the General Conditions of Sale and the Special Conditions, the latter being obtainable separately from the Auctioneers or the Vendor's legal advisers.
- 5.2 There may be additions or amendments to the Particulars of Sale or Special Conditions. An addendum relating to any such additions or amendments will be available at the auction. The addendum will be attached to the sale contract and form part of the Contract for Sale. The addendum may have to be signed on your behalf.
- 5.3 You will be deemed to have read and considered the Particulars of Sale, the Special Conditions and any addendum and have full knowledge of these and all documents and other matters referred to.

- 5.4 You are strongly advised to consult your legal advisers in respect of the matters referred to in this paragraph.

6. Liability of Bidder

- 6.1 Each bidder will be deemed to be personally liable on making an accepted bid even though he purports to act as an agent for a principal purchaser or purports to sign the Memorandum of Contract in a representative capacity.
- 6.2 The bidder and the bidder's principal will be jointly and severally liable under the Contract of Sale.

7. Prior Sales

- 7.1 Please contact the Auctioneers during the 3 days before the auction to enquire whether a particular Lot will be offered for sale at auction or whether it has been withdrawn or sold.
- 7.2 Neither the Auctioneers nor the Vendor are responsible for any losses or abortive costs incurred by you in respect of Lots which are either withdrawn or sold prior to the auction.

8. Estimated Prices and Rents - Information Relating to Tenant

- 8.1 Any estimates or suggestions given by the Auctioneers to you relating to the price at which a property will or may be sold or which you should bid for such property should not be accepted by you as a valuation. Any sum will only be accepted as an estimate of the price the Auctioneers consider the property may be sold for. Any estimates or suggestions given by the Auctioneers to you relating to the current or future open market rental for the whole or part of any property must not be accepted as valuations but only as estimates.
- 8.2 The Auctioneers have not carried out full valuations on any of the properties to be sold.
- 8.3 You should satisfy yourself by referring to your own professional advisers to establish that any estimates or suggestions given by the Auctioneers as to the expected purchase price or current or future rental value of properties are accurate.
- 8.4 The Auctioneers and the respective Vendors accept no responsibility for any loss, damage, costs or expenses incurred or suffered by you as a result of acting on any such estimates or suggestions.
- 8.5 Any financial or other information contained in this catalogue relating to tenants or other occupiers of property to be sold or as to the ownership of any tenants or occupiers is, unless otherwise stated, obtained from the Companies Registry files open to inspection by the general public or from the last published report and accounts of the tenant or the tenant's holding company. Please note, however, that circumstances may have changed since the relevant returns were filed at the Companies Registry or since the publication of the tenant's or tenant's Holding Company's last report and accounts. No warranty, representation or undertaking whatsoever is given that such information is accurate in all respects as at the date of the sale of the relevant property. You should make your own enquiries.

9. Sale of Property

- 9.1 A legally enforceable Contract of Sale of the relevant property is created on the fall of the hammer.
- 9.2 On a property being sold, the successful bidder will be given a Purchaser's Slip by the Auctioneers. The bidder must complete the Purchaser's Slip with the required information immediately, failing which the Auctioneers will be entitled to resubmit the property for sale and may treat the bidder and the Purchaser as being in breach of contract. Resubmission of the property for the sale will be taken without prejudice to any claim there may be against the bidder and the Purchaser for breach of contract.
- 9.3 The Auctioneers will prepare a Memorandum of Contract in the form appearing in this catalogue. Before the end of the auction, the successful bidder should arrange for such Memorandum of Contract to be signed by or on behalf of the Purchaser. This will be exchanged for a part signed by the Auctioneers on behalf of the Vendor.
- 9.4 Unless otherwise stated in the Special Conditions, the property will be at the Purchaser's risk on being sold at the auction. The Purchaser should therefore make his own arrangements for insurance immediately.

10. Deposit and Identification

- 10.1 A deposit of 10% of the purchase price, with a minimum of £1,000.00 will be payable on the relevant property being knocked down. This provision may be amended by the Special Conditions which the Purchaser should check.
- 10.2 The deposit should be handed to the Auctioneer's Clerk when the Purchaser's Slip has been completed.
- 10.3 A separate deposit will be requested in respect of each Lot purchased.
- 10.4 Unless otherwise specified, cheques will be accepted. Cheques must be drawn on a bank or branch of a bank in the United Kingdom. Any other cheques may be rejected.
- 10.5 Successful bidders may be asked for some form of identification. You are therefore advised to attend with a driving licence, passport or other form of identification.

11. Proxy Bids

Arrangements can be made not less than 3 days before the auction to make a Proxy Bid. A duly completed Proxy Bid Authorisation Form should be lodged with the Auctioneers not less than 3 days before the auction.