A selection of properties for Auction in Hull and surrounding areas

# Tuesday 26th October 2010 starting at 3:00pm

The Willerby Manor Hotel Well Lane, Willerby, Hull. HU10 6ER



the **future** of estate agency

email: sales@codys.info website: www.codys.info



Codys Estate Agents & Lettings for themselves and for the Vendors of the properties to be offered herein draw the attention of prospective purchasers to the following information:

I) All Lots are subject to the General Conditions of Sale as printed herein and the Special Conditions of Sale (if any) applicable to each particular Lot. If there is any conflict between the contents of the General Conditions of Sale and the Special Conditions of Sale and the contents of this Notice then the Special Conditions of Sale and the contents of this Notice then the Special Conditions of Sale and the contents of Sale are available upon enquiry to the solicitors whose name appears against each individual Lot, or the Agents office prior to the sale date or will be available at the time and place of the auction.

2) No representation or warranty is made in respect of the structure of any of the properties nor in relation to their state of repair. The Agents advise all prospective purchasers should arrange for a structural survey of the property to be undertaken by a professionally qualified person.

3) Prospective purchasers are deemed to have inspected the properties before purchasing and to have made all necessary and appropriate searches and enquiries with the relevant authorities, the Vendor and any other bodies. Viewing is at the prospective purchasers own risk, a torch is some times needed and great care should be taken at all times.

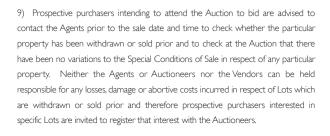
4) Prospective purchasers are asked to make inspection arrangements as indicated in this catalogue. The Agents will make all reasonable endeavours to arrange access to the properties offered. Such access cannot, however be guaranteed.

5) Whilst every care is taken in the preparation of this catalogue including, descriptions, dimensions, locations and other plans and photographs, such information is for identification purposes only and is expressly excluded from any contract of sale. Neither the Agents or Auctioneers or any of their employees nor any person appointed by them can be held responsible for any inaccuracies including without limitation measurements, area and sizes. All photographs and details were prepared at the date of inspection and may not therefore reflect the current state of the property. All property descriptions must be checked against actual legal documentation available for each lot. All Planning and Building Regulations Rateable Statements must be verified with the Local Authority.

6) The Agents or Auctioneers and the Vendor's Solicitors reserve the right to amend the particulars and conditions of sale at any time before the date of the Auction. In the event of there being any additions or amendments an addendum will be attached to the sale contract and form part thereof. In the event of any conflict between the addendum and the particulars or conditions of sale, the addendum shall prevail. Prospective purchasers are deemed to have read and to have full knowledge of the contents of the addendum if any.

7) Bids may be refused at the Agents or Auctioneers discretion. The Auctioneers reserve the right to bid on behalf of the vendor up to the reserve price.

8) The Agents or Auctioneers reserve the right to amend the order of sale. The auctioneers may re-offer a property in separate Lots if the whole of the property is not sold or sell in one Lot properties which are first offered individually.



10) Guide Prices which are given by the Agents are intended to be an indication only of the price at which the property might sell and are not to be taken by any prospective purchaser as a valuation. Prospective purchasers are strongly advised to consult their own professional advisors with respect to any sums to be offered at Auction. The Agents or Auctioneers and the Vendors accept no responsibility for any loss, damage, costs or expenses incurred as a result of relying on the Agents guide prices. The Agents or Auctioneers are under no obligation to provide any advice to any purchasers with respect to rental values of any particular property.

 No fixtures, fittings, appliances etc. have been examined or tested as to their functionality.

12) Unless otherwise provided in the Special Conditions of Sale the price of each Lot is exclusive of Value Added Tax which may be rechargeable thereon.

13) Under the fall of the Auctioneer's hammer the successful bidder is under a binding contract to purchase the property in accordance with the General and Special Conditions of the Sale and the contents of this Notice. The purchaser will then be required to provide his or her name and address together with those of the Solicitors acting for the purchaser. Should the purchaser refuse to or incorrectly provide this information the Auctioneers reserve the right to offer the property to the under bidder or alternatively re-offer the Lot by auction and claim any resultant loss against the original bidder:

14) Upon the fall of the hammer the purchaser is required to sign the memorandum of sale.

15) A separate deposit amounting to 10% of the price (plus VAT where applicable) is required in respect of each Lot purchased. This is subject in all cases to a minimum deposit of £2000. (Two Thousand Pounds) The deposit must be paid in cash or bankers draft unless prior arrangements have been made to pay by cheque. Payment by credit card is not acceptable. Please note anyone wishing to pay cash must have proof of identity and address.

16) The purchaser will be responsible for insurance of the property from the moment the property is knocked down to him or her and the purchaser will be responsible for making arrangements in this regard.

17) These particulars do not constitute any part of an offer or a contract. None of the statements contained in these particulars as to the properties may be relied on as statements or representations of fact. Prospective purchasers must satisfy themselves on the accuracy of each of the statements contained in these particulars and should take their own legal and professional advice. The Vendors do not make or give and neither the Agents or Auctioneers nor any of their employees or any person appointed by them has any authority to make or give any representation or warranty in relation to the properties. Purchasers should check that any particular property is still in the sale prior to the date of Auction.

18) Rateable values are obtained on verbal enquiries to the Local Authority and no responsibility is accepted for any error or omission.

19) Whilst every care has been taken in the compilation of this catalogue the Agents may not have been able to verify all of the information contained herein. However the details of the properties are believed to be correct at the time of compilation but they may be subject to amendment or alteration up to the time and date of sale.





The Willerby Manor Hotel Well Lane, Willerby, Kingston upon Hull East Yorkshire, England HUI0 6ER

# How to find the Hotel



The Willerby Manor Hotel is situated approximately 10 minutes drive from the centre of Hull and the mainline railway station.

From the M62 Take the A164 to Beverley near theHumber Bridge, then follow the signs to Willerby Shopping Park. At the roundabout by McDonald's take the second exit, from where the Hotel is signposted.

From York Take the A1079 York to Hull road and follow the A164 signs for the Humber Bridge, then follow the signs to Willerby Shopping Park. At the roundabout by McDonald's take the second exit, from where the hotel is signposted.

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#### Tel: + (0) | 482 6526|6 Fax: + (0) | 482 65390| E-mail: info@willerbymanor.co.uk

# **Property Auction Catalogue** If you wish to be placed on our Priority Auction Mailing list for the next 12 months please complete and return the

form opposite together with a cheque for £10.00(including VAT) made payable to "Codys Estate Agents"

### **Branch Offces:**

West Office: 939 Spring Bank West, Hull HU5 5BE Telephone: 01 482 509 509

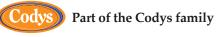
East Office: 396 Holderness Road, Hull HU9 3DL Telephone: 01482 786 786

email: sales@codys.info web site: www.codys.info



128A Newbegin, Hornsea. East Yorkshire. HU18 1PB Tel: 01964 536691 Fax: 01964 532688 Email: info@nhlm.co.uk

## www.nhlm.co.uk



	Name:	
	Address:	
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6	Postcode:	
	Tel:	



Our next Hull & Surrounding Area Auction will be held in May 2011 at The Willerby Manor Hotel. Entries are now being taken Telephone 01482 509 509 for further information.



the **future** of estate agency



### 52 Cavill Place Hull, HU32NJ

The property is located on the Thornton Estate in West Hull and enjoys close proximity to the city centre and its extensive amenities, which include the new St Stephens development, the bus and rail interchange, and a variety of shopping and leisure facilities. The property comprises a self-contained flat at second-floor level.

The accommodation briefly comprises entrance hall, living room, kitchen, bedroom, and bathroom, with off-street parking available outside. The accommodation has the benefit of gas central heating and requires full refurbishment throughout.

### Viewing:

By arrangement with the auctioneers, Codys. **Tet 01482 786786** 

#### Solicitors:

Graham & Rosen I Parliament Street Hull HUI 2BB

Tel: 01482 323123 Tenure:Freehold



### 3 Hallivell Close, Hull, HU95JT

The property is located off Stockwell Grove in East Hull and is well serviced by a number of local amenities, including local schools and shops; access to the city centre and onto the A1033 & A63 are also easily available. The property comprises a mid-terrace house arranged over ground and first floors beneath a pitched roof.

The accommodation briefly comprises entrance hallway, through-lounge, and kitchen to the ground floor, with three bedrooms and family bathroom located to the first floor. The property offers excellent potential for development, being in need of a full programme of refurbishment and modernisation throughout.

### Guide Price: £35k Plus

Guide Price: £14k Plus

Viewing: By arrangement with the auctioneers, Codys. Tet 01482, 786786

#### Solicitors:

Lockings St Marys Court Lowgate Hull HUI IYG

Tel: 01482 300200 Tenure:Freehold



# 12 Lorraine Street, Hull, HU88EG

Situated just off Stoneferry Road, slightly north of the City Centre, the property lies close to one of the major routes spanning Hull (A1033) and benefits from easy access to the City Centre as well as to the A63 and A1079, both leading into and out of Hull. The property comprises an end-terrace house arranged over ground and first floors beneath a pitched roof.

The property has the benefit of gas central heating and double-glazing and has recently undergone a programme of refurbishment. The accommodation briefly comprises living room, dining kitchen, and bathroom to the ground floor, with two bedrooms situated to the first floor.

## Guide Price: £40k - £45 Plus

Viewing: By arrangement with

the auctioneers, Codys. Tel: 01482 786786

#### Solicitors:

Gosschalks Queens Gardens Hull HUI 3DZ

Tel: 01482 324252 Tenure:Freehold

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### 40 FairfaxAvenue, Hull, HU54RD

Located in a highly popular residential area of West Hull, the property benefits from an array of local amenities that includes local primary and secondary schools, college and university campuses and a number of shops. The property comprises an end-terrace house arranged over ground and first floors beneath a pitched roof.

The accommodation, which has the benefit of gas central heating and partial double-glazing, briefly comprises entrance hallway, through-lounge/dining area, and kitchen to the ground floor, with three bedrooms and bathroom to the first floor. Gardens lie to the front & rear, in addition to which a detached garage with access via a ten-foot. The property requires refurbishment and modernisation throughout.

### Guide Price: £75k Plus

Viewing: By arrangement with the auctioneers, Codys. Tet 01482 786786

#### Solicitors: Gosschalks

Queens Gardens Hull HUI 3DZ

Tel: 01482 324252 Tenure:Freehold



### 10 Frodsham Street, Hull, HU9 5QU

Lying to the east of Hull, the property is situated just off Hedon Road (A1033), near to the King George and Queen Elizabeth Docks and the North Sea Ferries terminal. The property benefits from easy access to both the city centre and nearby Hedon, both of which provide extensive amenities. The property comprises a mid-terrace house arranged over ground and first floors beneath a pitched roof.

The property benefits from gas central heating and double-glazing, with accommodation briefly comprising entrance hallway, living room, kitchen, rear lobby, and bathroom to the ground floor; with two bedrooms located to the first floor. Parking is available on-street to the front.

Guide Price: £37k Plus

Viewing: By arrangement with the auctioneers, Codys. Tel: 01482 786786

#### Solicitors:

Lockings St Marys Court Lowgate Hull HUI IYG

Tel: 01482 300200 Tenure: Freehold



#### 65 Bellfield Avenue, Hull, HU8 9DT

Situated in a sought-after residential area in East Hull, the property represents an excellent development opportunity; having already been partially refurbished, further work is required to bring the property up to a suitable standard for habitation. Local amenities include well-regarded schools, shops, and sports & leisure facilities. The property comprises a detached, double-fronted residential dwelling arranged over ground and first floors beneath a pitched roof, and occupying an end plot.

The accommodation briefly comprises entrance hallway, 21' living room, dining room, kitchen, and W/C to the ground floor, with four bedrooms and family bathroom situated to the first floor. Gardens lie to three sides of the property, with a front and side drive providing off-street parking. The property has provisions for a gas central heating system.

Guide Price: £105k - £120 Plus

Viewing: By arrangement with

the auctioneers, Codys. Tel: 01482 786786

#### Solicitors:

MMS Solicitors 99 Princes Avenue Hull HU5 3QP

Tel: 01482 499199 Tenure: Freehold



For more information on how we can help you to make your investment property work harder for you, please contact **Deborah or Jeremy** on 01482 **319200** PRE-VETTED AND WORKING TENANTS WAITING AND AVAILABLE



A guide to buying at Auction



QUESTION: -	What are the advantages of buying at Auction?
ANSWER: -	<ol> <li>There are many advantages, three of these are:         <ol> <li>Most properties are offered at a reserve price lower than their market value.</li> <li>An Auction demonstrates a free and fair way of buying a property. The Auctioneers are impartial and therefore all properties are sold to the highest bidder.</li> <li>If you are the successful bidder you know that the Vendor cannot withdraw and that the property is yours on completion, usually 28 days after the Auction.</li> </ol> </li> </ol>
QUESTION: -	What does the catalogue tell me?
ANSWER: -	The catalogue gives you details of each property including the viewing arrangements. It is important that you read the General Conditions of Sale which are prepared by the Agents or Auctioneers, stating the basis on which the Auction is carried out.
QUESTION: -	Should I inspect the property?
ANSWER: -	It is essential that you view and know as much as possible about the property prior to the Auction. Local searches and copies of other legal documentation can be obtained direct from the Solicitors stated in the catalogue, 7 days prior to the Auction date.
QUESTION: -	Should I have a survey carried out?
ANSWER: -	We would recommend anyone who is unsure about a property to have a survey carried out.
QUESTION: -	What do I have to pay on the day?
ANSWER: -	Should you be the successful bidder a 10% deposit (or £2000 whichever is the greater) will be due immediately. The Agents will accept cash, banker's draft or building society cheques. Please note personal or business cheques will only be accepted by prior agreement from the Agents. Credit card payments will not be accepted.
QUESTION: -	What do I need to bring with me on the Auction day?
ANSWER: -	You need to bring the deposit (minimum £2000) and provide the Agents with identification (a driver's licence will suffice) proof of address and details of Solicitors you will be instructing to act on your behalf in the event of a successful bid.
QUESTION: -	Do I need to contact the Auctioneers prior to sale?
ANSWER: -	It is always a good idea to register your interest with the Auctioneers prior to the Auction and confirm that the property will be sold by Auction.
QUESTION: -	How do I bid?
ANSWER: -	Firstly, complete the "Bidder's Registration Form" and give it to the Agents who will give you a bidding number. Make sure you signal your bids clearly. Bidding early on a property will bring to the Auctioneers' attention that you are interested in that particular lot. If you are unsure or do not want to bid yourself, you may instruct one of the Auction staff to stay with you during the Auction and bid on your behalf. Please complete a proxy form (near the rear of this catalogue) and give to the Auctioneers prior to the sale.
QUESTION: -	What if I am the successful bidder?
ANSWER: -	When the hammer falls, and you are the successful bidder, you are now bound by contract to buy the property. You will be asked to sign the Memorandum of Sale and pay the deposit. The Auctioneers will sign one half of the contract, on behalf of the Vendor and send all necessary legal documentation to your Solicitor.
QUESTION: -	Do I have to insure the property?
ANSWER: -	Yes, the property is your responsibility from the date of the Auction.
QUESTION: -	What happens if the property does not sell?
ANSWER: -	Please register your interest with a member of the Auction team immediately after the Auction. Any offers made after the Auction will be subject to the Vendors approval and Auction terms and conditions.
QUESTION: -	What happens if I cannot attend the Auction?
ANSWER: -	You may give authorisation to the Auctioneers to bid on your behalf (by proxy) or you can register to bid by telephone. Please read The Terms for Bidding by Telephone or Proxy at the rear of this catalogue.

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### **General conditions of sale**

- I. The properties herein are sold subject to the following general conditions of sale and the special conditions of sale prepared by the Vendor's Solicitors, which will be available for inspection at the offices at the Agents or Vendor's Solicitors for a period of seven days prior to the sale. A purchaser shall be deemed to purchase with full knowledge thereof whether or not he inspects the same. Should there be any discrepancy between the particulars of sale, the general conditions of sale and the special conditions of sale, the latter shall prevail.
- 2. "The Auctioneer", means Chris Clubley & Co Auctioneers or their representative as the context requires, and the "Agents" means Codys Estate Agents & Lettings
- 3. On the property sold by the Auctioneer, the successful bidder must, upon being asked by the Auctioneer or member of his staff, give his name and address or the name and address of the person or company on whose behalf he has been bidding and if this information is not given, then the Auctioneer is entitled to re-offer the property for sale as if it had not been previously sold.
- 4. Unless otherwise stated each property is offered subject to a Reserve Price whether declared or not and the Auctioneer has the right to regulate the bidding, to bid on behalf of the Seller and to refuse undesirable bids. In the event of any dispute on bidding, the Auctioneer's decision shall be final.
- 5. The Auctioneer has the right (without giving any reason) to refuse to accept a bid from a bidder who (or whose principal) has defaulted or failed for any reason to complete an Auction contract on any previous occasion. The vendors reserve the right to sell prior to the Auction.
- 6. The Buyer shall be treated as having made local Searches and Enquiries with the Local Authority and all other statutory Authorities, and has knowledge of all matters which would have been disclosed by such Searches and Enquiries and shall buy subject to such matters. In particular, the Buyer shall buy subject to any existing or future notices, claims, acquisitions, proceedings, orders, acts or other requirements (whether registered or not) of any tribunal, local Authority in relation to the property or any part of it, and shall indemnify the Seller against all or any liability so arising.
- 7. The Auctioneer or Agent has the right to sell any property before the Auction, to vary the order of the sale, to sell two or more Lots together or to withdraw any Lot not actually sold, without declaring the reserve price in each case. Neither the Auctioneer or Agent nor the seller will be liable for any claim for compensation from a prospective buyer arising out of a sale or withdrawal of a property prior to Auction.
- 8. A deposit of 10% of the purchase price, or £2000, which ever shall be greater, shall be paid by the Buyer to the Agent on or before signing the Memorandum attached to these Particulars with the Agent holding the deposit as agents for the seller. In case any cheque given as a deposit shall be dishonoured upon presentation or a Buyer fails to pay a deposit on acceptance of his bid, then without notice the seller shall if he chooses have the right to deem the conduct of such a Buyer as a repudiation of the Contract and the seller may resell a property without notice and/or take steps which may be available to him as a consequence of such Purchaser's breach but without prejudice to any claim he may have against such a Buyer for breach of contract or otherwise.
- 9. The date for completion shall be 28 days after the date of the Auction unless the special conditions provide otherwise.
- 10. The property is believed to be and shall be taken to be correctly described in the Auction Catalogue. However, the Buyer must satisfy himself before making a bid, as to the accuracy of the particulars given in such catalogue and any incorrect statement, error or omissions found shall not cancel the sale or entitle the Buyer to rescind this Agreement or to claim any compensation as a result.
- 11. From the date of the exchange of any sale of any property contained in this catalogue, the property shall be at the sole risk of the Buyer.
- 12. The properties contained in this Catalogue are sold subject to any existing tenancies, leases, agreements or licences referred to in the particulars of sale or conditions of sale, and a Buyer shall be deemed to purchase with full knowledge of the contents thereof whether or not he has inspected the same and shall make no objection or raise any requisitions thereto not withstanding partial, incomplete or inaccurate statements thereof in the particulars of sale or conditions of sale nor shall any objection be taken to the absence of any agreement in writing with any occupier.
- 13. The only representation made or intended to be implied in relation to any tenancy is that the amounts of rents stated are the rents actually payable or being paid and no representation is made that those rents are properly chargeable. No representation is made that any notices served were valid, in proper form or properly served, and the Seller shall not be required to furnish such copies of any such notices served by him or his predecessor in title and shall not be liable to make compensation for any rents found to be improperly increased or not legally chargeable. A Buyer shall be satisfied with such evidence or information of the terms of any tenancy as the Seller can supply.
- 14. In the case of any tenancy, nothing shall be incorporated in any sale by the way of condition, warranty or representation that there are not subsisting and sub-tenancies or similar occupations. A Buyer shall be deemed to purchase with full knowledge of any that there may be and no objection or requisition shall be made on account thereof.
- 15. The Buyer acknowledges that it is agreed that:
  - (a) No statement or representation that may previously have been made to him or any person concerned on his behalf of the Sellers, whether verbally or in writing, persuaded him to enter this agreement.
  - (b) Any such statements or representation does not form part of this agreement and
    - (c) Any liability of the Seller in respect of any statement made to the Buyer at law or in equity is excluded to the extent authorised by the Misrepresentation Act 1967.
- 16. A Buyer shall satisfy himself as to the ownership of fixtures, fittings and installations in the properties being sold.
- 17. The properties contained in this catalogue are sold subject to Notices, Orders, Restrictions, Agreements or requirements affecting them under the Town and Country Planning Acts and the Buyer shall take a property subject to and be responsible for complying with the same. No warranty whatsoever is made, intended or to be implied as to whether a property is subject to any resolutions, schemes, development orders, improvement notices or notices under the Housing Acts, Public Health Acts, Defective Premises Acts or Building Regulations as to whether a property is in an area where redevelopment, road widening or other schemes may be proposed or envisaged and a Buyer shall be deemed to purchase with full knowledge of all such matters. Neither the Seller nor the Auctioneer or Agent shall be in any way liable in respect of such matters or failure to disclose the same it being solely the duty of the Buyer to satisfy himself.
- 18. It shall be a Buyer's responsibility to satisfy himself as to the state of the structure of a Property or the state of repair thereof. No warranty is made or to be implied and a Buyer shall be deemed to acknowledge that he was not induced to purchase by any representations whether written or oral, by or on behalf of the Seller as to the state of condition.
- These General Conditions of Sale incorporate the Standard Conditions of Sale (Fourth Edition) (National Conditions of Sale 24th Edition, Law Society's Conditions of Sale 2003).

Disclaimer: All rents shown in this brochure are those stated to be paid by the tenants in the tenancy agreements, however, these have not been verified by Codys Estate Agents. As such Codys Estate Agents cannot accept responsibility for any discrepancy, arrears or short-fall arising from none payment of rent on the part of the tenant or the housing benefit authority.

#### Authorisation Form for Bidding by Telephone or Proxy

Estate Agents & Lettings

01482 509 509

Name:	Telephone Numbers:	
Address:	Business:	
	Mobile:	
Postcode:	Home:	

I hereby authorise Chris Clubley & Co ("the Auctioneers") or Codys ("The Agents") to bid on my behalf whether by proxy or by telephone for the property referred to below subject to the Terms and Conditions for Bidding by Telephone or Proxy published in the Auctioneer's catalogue and subject also to the General Conditions of Sale and the Special Conditions of Sale applicable and to any addendum produced at or prior to the Auction.

Address of Lot:	My Solicitors:
Lot Number:	Their Reference is:
Maximum Bid (proxy bid) £:	Solicitor's Telephone Number:
(figures)	
Guide Price (telephone bid)	
Pounds (words)	

N.B. The bid must be a definite specified amount. A bid which is expressed to be relative to any other bid will not be accepted. I attach a cheque/bankers draft/cash for 10% of the maximum bid (proxy bid) or guide price (telephone bid) or £2000.00 (whichever is higher). If my bid is successful I confirm the Auctioneers are authorised to sign the Memorandum of Agreement on my behalf.

Sign: Date:	
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#### Terms and Conditions for Bidding by Telephone or by Proxy

- A prospective purchaser wishing to make a telephone or proxy bid (a "Bidder") must complete, sign and date the form included in this catalogue. A separate form must be completed for each lot on which bids are to be placed.
- 2. The form must be delivered to the Agents office at least 48 hours before the start of the Auction together with the appropriate payments as detailed below.
- 3. Each form must be accompanied by a deposit payment- of either
- a) 10 % of the Bidder's maximum bid in the case of a bid by proxy, or
- b) 10 % of the Auctioneer's guide price for the property in the case of a bid by telephone. (Subject in either case to minimum deposit of £2000.00) The deposit payment should be made by banker's draft, building society cheque or cash.
   Please note personal cheques will not be accepted. Anyone wishing to pay cash must have proof of identity and address.
- 4. In case of a bid by proxy the Bidder hereby authorises the Auctioneers and their staff to bid on his behalf as his Agent up to the maximum amount of the authorised proxy bid. If successful the Bidder will be notified as soon as possible. If the Bidder is successful at a figure which is less than the maximum of the authorised proxy bid the whole of the Bidder's deposit will be used as a deposit towards the purchase price. If the Bidder is unsuccessful the full amount of the Bidder's deposit will be refunded to the Bidder promptly after the Auction (without interest)
- 5. In the case of a telephone bid a member of the Auctioneers' staff will attempt to contact the Bidder by telephone before the lot in question is offered for sale. If contact is made the Bidder may compete in the bidding through the Auctioneers' staff. However, if telephone contact cannot be made or the link breaks down the Bidder hereby authorises the Auctioneers and their staff to bid on his behalf up to the guide price for the lot in question. If the Bidder is successful at a price, which is higher than, the Auctioneers guide price the Bidder must within 24 hours of the Auction provide the Auctioneers with the additional funds to make the amount of his deposit equal to 10 % of the purchase price. If the Bidder is successful at a price, which is less than the guide price, the whole of the Bidder's deposit will be used as a deposit towards the purchase price. If the Bidder is unsuccessful the full amount of the Bidder's deposit will be returned to the Bidder promptly after the Auction (without interest)
- 6. If the Bidder is successful the Bidder hereby authorises the Auctioneers to sign the Memorandum of Sale on his behalf.
- 7. If the Bidder wishes to withdraw or alter his instructions or to attend the Auction to bid personally it is his responsibility to notify the Auctioneers in writing before the Auction and also notify the Auctioneer in charge of the Auction before the lot in question is offered for sale.
- 8. The Auctioneers will not be liable for any failure to bid due to inadequate or unclear instructions being received or for any other reason. The Auctioneers have absolute discretion as to whether or not and in what manner to bid.
- 9. The Bidder is deemed to have full knowledge of the General and Special Conditions of Sale and the Notice to all Prospective Buyers herein. The Bidder is also deemed to have full knowledge of any addendum produced by the Auctioneers at or prior to the Auction; the Bidder is therefore advised to check whether any relevant addendum has or will be produced but the Auctioneers will not be liable to the Bidder if he fails to so check.

PLEASE RETURN COMPLETED AUTHORISATION FORM TO: CODYS: 939 Spring Bank West, Hull, HU5 5BA. **Telephone: 01 482 509 509**