

SDL PROPERTY AUCTIONS: NORTHERN IRELAND AMENDMENTS

1. AUCTION CONDITIONS

1. ABOUT THESE TERMS

- 1.1 The following Terms and Conditions are supplementary and additional to SDL Property Auctions' Auction Agreement, Buyers Terms (England & Wales) and the Contract of Sale and Auction Conditions. They govern the conduct of our auctions for land located in Northern Ireland. These terms do not apply to land located in England and Wales, or land located in Scotland.
- 1.2 Where there is a conflict between these Terms and Conditions, and any of the aforesaid documents, these Terms and Conditions will take precedence.

2. WHY YOU MUST READ THEM

- 2.1 If you buy or sell a property at auction that is located in Northern Ireland, you agree to be bound by these terms and conditions. If you are a Seller, please read these terms carefully prior to signing the Auction Agreement. If you are a Buyer, please read these terms carefully prior to placing a bid. If you have a question about these terms or think that there is a mistake in these terms, please contact us.

3. INFORMATION ABOUT US AND HOW TO CONTACT US

- 3.1 We, the Auctioneer, are SDL Auctions Limited, a company registered in England and Wales. Our Company Number is 07719474 and our registered address is 17 Regan Way, Chetwynd Business Park, Chilwell, Beeston, Nottingham, England, NG9 6RZ.
- 3.2 You can contact us by telephoning us on 0800 304 7879, by writing to us at our registered address, or by emailing us at enquiries@sdlauctions.co.uk.

4. INTERPRETATION

- 4.1 The following pieces of legislation shall not apply:
- (i) The Landlord and Tenant Act 1954
 - (ii) The Landlord and Tenant (Covenants) Act 1995
 - (iii) The Law of Property (Miscellaneous Provisions) Act 1994
- 4.2 The following definitions apply:
- 'Business day'** means any day except (a) a Saturday or Sunday or (b) bank holiday or public holiday in the England, Wales and Northern Ireland.
- 'Buyer'** means the party named on the Contract of Sale and Auction Conditions
- 'Lease' and 'Landlord'** have the meanings assigned to them by the Landlord and Tenant Act (Ireland) 1860 and Lease includes a perpetual interest as by the said Act defined and an underlease.
- 'Seller'** means the party named on the Contract of Sale and Auction Conditions.
- 'The Property'** means the property detailed on the Contract of Sale and Auction Conditions.

5. LEGAL PACK REQUIREMENTS

- 5.1 The Seller's solicitor shall produce the following documentation as part of the legal pack:
- (i) A full and complete Regional Property Certificate in the form prescribed and used from time to time by the Department of the Environment for Northern Ireland (or any successor thereto);
 - (ii) A local authority search, in the form prescribed and used by the local authority for the area in which the property is situated
 - (iii) In the case of registered land, a Land Registry map in respect of titles registered in Land Registry

- (iv) In the case of unregistered land, an ACE map or map otherwise based on Ordinance Survey standards suitable for an application to the Land Registry for compulsory first registration
- (v) In the case of properties subject to Lease/tenancy, the applicable Lease or tenancy document must be provided; in the absence of any such document, the seller's solicitor shall confirm in writing the amount of the legally recoverable rent and other terms of the tenancy and the purchaser shall be entitled, in the absence of such knowledge or notice to the contrary to rely on the accuracy of such statement.
- (vi) A statutory charges search against the property for sale;
- (vii) A search on the index of names in the Registry of Deeds against the seller from the date of the seller's acquisition of the property to the time of supplying the search or a folio search in relation to any relevant Land Registry Folio(s) in which the property for sale may be comprised. Where the seller is selling otherwise than as a beneficial owner a hand search shall be furnished against the last party to have acquired the property for sale as well as against the seller.
- (viii) If the property is subject to tenancy, the seller shall obtain and include all appropriate documentation including a Certificate of Fitness, gas safety certificate and electrical installation certificate.
- (ix) Enforcement of Judgement Office search and bankruptcy search or, in the case of a Company, a Companies Office search against the Seller. Where the Seller is selling otherwise than as a beneficial owner the required searches shall be furnished against the last party to have acquired the property for value.

- 5.2 All searches are to be no older than 6 calendar months prior to the set completion date.
- 5.3 Where any of the documents listed in 5.1 are not available, the Seller's solicitor will detail the reason for the absence of the documentation in writing to the Auctioneer.
- 5.4 Notwithstanding the requirement in 5.3, the Buyer must undertake independent due diligence to satisfy themselves as to the condition and suitability of the Property, and the Auctioneer accepts no liability for any failure by the Seller's solicitor to provide the required information under this clause 5.

6. TITLE & TENURE

- 6.1 Section 8.1 to 8.7 of the Law Society of Northern Ireland's Conditions of Sale (3rd Edition, 2nd Revision), "General Conditions of Sale for Northern Ireland", shall apply.
- 6.2 In the event of a conflict between the General Conditions of Sale for Northern Ireland, and any of: the Special Conditions of Sale, Contract of Sale and Auction Conditions, the latter document(s) shall supersede the General Conditions of Sale for Northern Ireland.

7. JURISDICTION

- 7.1 These Terms & Conditions are governed by the law of Northern Ireland and are subject to the jurisdiction of the courts of England and Wales or Northern Ireland, to be determined by the court.