

# Auction Catalogue

Lots by Order of the Treasury Solicitor's Department,  
Beneficiaries, Executors, Property Companies, Private  
Individuals and Others



Public Auction to be held at:

## Doubletree By Hilton

(formerly Ramada Jarvis)

2-8 Hanger Lane, Ealing, London W5 3HN  
on Tuesday 3rd June 2014 at 12 noon

Brendons Auctioneers Ltd  
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AUCTIONEER:

PHILLIP ARNOLD

MRICS CEM CREA FNAEA FNAVA

# Comment from the Auctioneer



**Phillip Arnold MRICS CEM CREM  
FNAEA FNAVA**  
Auctioneer & Managing Partner  
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Welcome to the third auction of 2014 for Brendons Auctioneers, held at our regular venue of the Doubletree by Hilton Hotel, Ealing Common W5, starting as usual at 12 noon.

Our April auction continued our positive start to the year with a 94% success rate after post-auction sales with, once again, some excellent prices being achieved. One particular highlight was the property at 141 Casterbridge Road in Blackheath, a three bedroom end of terrace house with investment income, guided at £270,000 and finally selling for £390,000 after an exciting bidding war.

We believe we have lined up some more interesting lots for you in our June catalogue with 3 residential properties from the Treasury Solicitor's Department in need of complete refurbishment throughout, and some unusual commercial investment opportunities including a 25 room Guest House in Slough generating £156,000 pa and a 1950s office building in West Bromwich with planning permission to convert into a ground floor commercial unit with 60 apartments above and parking facilities.

We hope you will enjoy browsing through our lots and look forward to seeing you on 3rd June.

Good luck with your bidding.



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# Notice to prospective buyers

1. The Auctioneers will generally offer the lots in the order as shown in the catalogue, although they reserve the right to amend the order of sale.
2. The addendum is an important document and provides details of amendments to the catalogue and Conditions of Sale. Prospective buyers should ensure that they inspect this document as its contents will form part of the sales contract. Prospective buyers should ensure that they have a copy of the catalogue and addendum prior to bidding and are deemed to have read these documents whether they have done so or not.
3. Brendons Auctioneers will always endeavour to inform prospective purchasers of variations to the catalogue, when such changes are brought to their attention. The auctioneers nor their clients can be held responsible for any losses, damages or abortive costs incurred in respect of lots that are withdrawn or sold prior to auction.
4. Prospective buyers bid on the basis that they have checked the General Conditions of Sale, that are detailed at the back of the catalogue, and the Special Conditions of Sale relating to each individual lot. If there is a conflict between then, the Special Conditions of Sale shall prevail. Details are contained within the legal packs for each lot that are available for inspection at the offices of the relevant auction firm, download from the internet or by special request by post. Legal documents will also be available in the auction room on the day of the sale.
5. Prospective buyers bid on the basis that they are deemed to have inspected all lots, have made all necessary enquiries and have checked the legal documentation. Buyers are deemed to be satisfied that they fully understand their content. The auctioneers strongly suggest that buyers take legal and professional advice prior to bidding on any lot. The auctioneers will make every possible endeavour to provide access to all lots prior to the sale although this can not be guaranteed. The auctioneers will attempt to answer any queries prior to auction and in the auction room. The auctioneer will not be able to answer any questions whilst the auction is proceeding.
6. Guide prices are given purely as an indication of the Auctioneer's opinion as to a level that each particular lot may achieve only. The guide prices that may be varied at anytime prior to the auction, are given without any liability on behalf of the auctioneers and should not be regarded as a valuation. The guide price and eventual sale price may differ in some instances substantially.
7. On the day of sale it is the bidder's duty to attract the Auctioneer's attention and prospective buyers are therefore advised to bid clearly without delay. Bids may be refused at the auctioneers discretion and the auctioneers reserve the right to bid on behalf of the vendor up to the reserve. At the fall of the hammer the successful bidder will be under a binding contract to purchase the property in accordance with the general and special conditions of sale, together with addendum and contents of this notice. The buyer will be required to supply without delay their name and address, solicitors details, identification and deposit. They will then be required to sign the auction memorandum. Should the buyer refuse, the auctioneer is legally entitled to sign the memorandum on behalf of the buyer or alternatively offer the lot to the under bidder or re-offer to the room and claim any resultant loss against the original buyer. Completion of the sale and payment of the balance of the purchase money is 28 days after the exchange of contracts unless the conditions of sale provide otherwise.
8. A deposit amount of 10% of the selling price (plus VAT where applicable) is required for each lot subject to a minimum of £2,000 unless otherwise stated by the auctioneer. Payment can be made by bankers draft, building society cheque, company cheque or personal cheque. Please note we will not accept cash or card deposits under any circumstances. The auctioneers only accept deposit cheques on the basis that there are adequate funds in the account on which the cheque is drawn and reserve the right to take any action as appropriate against a purchaser whose cheque is not honoured on first presentation.
9. A successful purchaser will also be required to pay a Buyer's Administration charge of £400 plus VAT by cheque made payable to Brendons Auctioneers.
10. Unless otherwise stated all property is sold subject to a reserve price whether declared or not.
11. Please note that purchasers will not be entitled to keys or access to vacant properties until completion of the sale. If access is required it may be arranged through the relevant auctioneers with the express permission of the vendor. The buyer will be responsible for insuring the lot that they purchase from exchange of contracts unless the Special Conditions of Sale state otherwise.
12. No representation or warranty is made in respect of the structure of any properties nor in relation to their state of repair. The auctioneers advise that all prospective buyers should arrange for a survey of the particular lot by a professionally qualified person.
13. Unless otherwise provided in the Special Conditions of Sale, all lots are sold exclusive of VAT.
14. If bidding by telephone, the auctioneers accept no liability for poor signal or being unable to reach the prospective buyer at the time required.

# Money laundering regulations

In order to confirm with the Money Laundering Regulations, all prospective purchasers must be able to verify their identity. The following schedule of documents must be provided to the auctioneers either at the auction or at the point of signing contracts prior or post sale, in order for us to be able to conduct business with you. Each purchaser must provide one original document from the following lists.

## LIST A

- **Current Signed Passport**
- **Current UK Photocard Driving License**
- **Current Full UK Driving License (old version)**
- **Fire Arms Certificate**

## LIST B

- **Utility Bill Issued Within the Last Three Months (Mobile Phone Bill Not Acceptable)**
- **Local Authority Tax Bill (Valid for the Current Year)**
- **Bank or Building Society Statement (Must Contain Current Address)**
- **The Most Recent Original Mortgage Statement**
- **Confirmation from the Electoral Roll**

If you are acting as AGENT, on behalf of another party, the auctioneers will require true certified copies of the buyers identification and identification of yourself as listed above, together with a letter of authority from the principal buyer authorising you to bid on their behalf.

If you are bidding on behalf of a company, the above documentation will be required along with a letter of authority from the said company to purchase on their behalf.

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## Proxy, telephone and internet bidding

The Auctioneers will accept bids by proxy, telephone or via the online service. In all cases buyers will be required to fill out the relevant bidding form prior to the auction day.

A deposit cheque will be required to accompany the bidding form and will only be banked in the event that your bid is successful. The cheque should be made payable to the relevant auctioneers and should be left blank or filled in to represent 10% of the bidders maximum bid. Only if the bid is successful will the cheque be completed and presented for payment. The amount shall be for 10% of the purchase price subject to a minimum amount of £2,000. In addition, the buyer's fee of £400 plus VAT will

also be added. Unsuccessful bidders will have the cheque returned to them or it will be destroyed dependant upon their instructions. The auctioneers will also require identification to accompany the form and cheque in accordance with the money laundering regulations.

Proxy, telephone and Internet bidding forms, together with terms and conditions for submitting bids in this manner, are available by contacting Brendons or alternatively can be downloaded from our website.

## Lot 1

### 46 Trewsbury House, Hartslock Drive, Abbeywood, London SE2 9UY

**GUIDE PRICE: £55,000**



#### ONE BEDROOM FLAT WITH INVESTMENT INCOME

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

## Lot 2 By Order of the Treasury Solicitor's Department

### Flat 8, Ash Court 113-115 Burnt Ash Hill, Lee, London SE12 0AH

**GUIDE PRICE: £140,000**



#### SECOND FLOOR TWO BEDROOM FLAT IN NEED OF UPDATING

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

This twelfth (top) floor purpose built flat forms part of a purpose built block situated on the north side of Hartslock Drive accessed from Yarnton Way. Found with views directly overlooking South Mere boating and fishing lake and the extensive Southmere Park. The block benefits from a security entry phone system. Public transport includes Abbey Wood main line station which links with the DLR station at Woolwich Arsenal. The construction of Crossrail a short distance to the north has seen continued investment and development in the area and by the time it is opened in 2018 hope to have a high street supermarket, retail outlets, hotel and a new town square. The property has been let on an Assured Shorthold basis at £650 pcm (£7,800 pa) and the tenants are currently holding over on the basis of the original agreement. The property is sold with the benefit of the ongoing tenancy and will therefore be of interest to investment purchasers.

#### ACCOMMODATION

Entrance hall, bedroom, living room with door onto balcony, kitchen, bathroom/WC

#### TENURE

Leasehold – 126 years from 10th January 1983 at a ground rent of £10pa

#### LOCAL AUTHORITY & TAX RATING

London Borough of Bexley: 020 8303 7777  
Council Tax Band: A

#### VIEWING TIMES

By appointment through the Auctioneers

This second (top) floor self-contained flat is located within a three storey purpose built detached block of 9 flats. The flat is in need of complete updating and refurbishment, although it does include a gas fired central heating system (not tested) and double glazing. The property includes two bedroom accommodation and is being sold with the benefit of full vacant possession. There is a driveway to rear parking area and communal gardens to front and rear. The property is situated on the east side of Burnt Ash Hill between Ratcliffe Close and Winn Road to the south of St. Mildreds Road/Westhorne Avenue (A205). Mainline rail services run from Lee station about half a mile distant. The property will be of interest to owner/occupiers and investment purchasers.

#### ACCOMMODATION

Entrance hall, Reception room, kitchen/diner, bedroom one, bedroom two, bathroom/WC.

**Outside:** Allocated store cupboard located on the lower ground floor. Communal grounds.

#### TENURE

Leasehold – 125 years from 29th September 1987 (98 years unexpired) at a ground rent of 5p per annum (and additional rent).

#### LOCAL AUTHORITY & TAX RATING

London Borough of Lewisham 020 8314 6000  
Council tax Band: C

#### VIEWING TIMES

By appointment through the Auctioneers



## Lot 3

### Flat 3, 86 Peel Road, Wealdstone, Harrow HA3 7QU GUIDE PRICE: £120,000



#### FIRST FLOOR CONVERSION FLAT IDEAL FOR INVESTMENT

This first floor conversion flat is situated close to Wealdstone High Road and within easy access of Harrow town centre. We understand the property is presented in good decorative order and also benefits from gas-fired central heating. The property is currently let on an Assured Shorthold Tenancy at £775 pcm (£9,300pa) and this agreement is due to expire on 7th August 2014. The property is sold with the benefit of the on-going income. This flat does benefit from an allocated parking space and also includes a share of the freehold.

#### ACCOMMODATION

Lounge, kitchen, bedroom, bathroom, allocated parking space

#### TENURE

Leasehold – approx 79 years unexpired although the property does also own a share of the freehold

#### LOCAL AUTHORITY & TAX RATING

London Borough of Harrow 020 8863 5611  
Council Tax Band: B

#### VIEWING TIMES

By appointment through the Auctioneers

#### JOINT AUCTIONEERS

Maple Estate Agents, 68 Station  
Road, Harrow, Middlesex, HA1 2SQ,  
020 8427 9772



STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

## Lot 4

### 37 Myrtle Gardens, Hanwell W7 3JQ GUIDE PRICE: £450,000



#### THREE BEDROOM TERRACED HOUSE IN NEED OF UPDATING

This period terraced house is situated in a popular residential location within walking distance of Hanwell Mainline Station and the A4020 Uxbridge Road with its local shops, providing access to Ealing, West Ealing and Southall Broadways. The property benefits from gas-fired central heating and double glazed windows although it is in need of complete updating and modernisation throughout. The property is being sold with full vacant possession and will be of interest to investment purchasers, builders and owner/occupiers. In our opinion there may be scope for further extension and/or a loft conversion subject to obtaining any necessary consents that may be required.

#### ACCOMMODATION

Entrance hall, dining room, living room, kitchen, first floor landing, bedroom one, bedroom two, bedroom three, bathroom, south facing rear garden

#### TENURE

Freehold

#### LOCAL AUTHORITY & TAX RATING

London Borough of Ealing 020 8825 5000  
Council Tax Band: E

#### VIEWING TIMES

16/5, 24/5, 29/5 – all at 12 noon

STARTING BID

FINAL BID

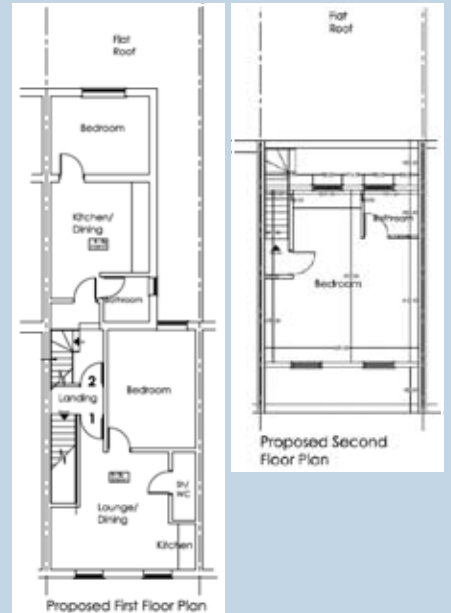
NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

# Lot 5

In the same ownership for over 10 years

## 9a Devonshire Road, Chiswick W4 2EU GUIDE PRICE: £1,250,000



### FREEHOLD MID TERRACED BUILDING COMPRISING COMMERCIAL INVESTMENT WITH TWO RESIDENTIAL FLATS ABOVE WITH PLANNING GRANTED

This mid-terraced building consists of a commercial premises to the ground floor together with two self-contained flats above that benefit from front access to Devonshire Road. We understand that the commercial premises, trading as *Canta Napoli Café/ Restaurant/Pizzeria*, is currently let on a 3 year lease that commenced on 1/8/2013, generating £45,000 pa. The flats are each let on Assured Shorthold Tenancies and benefit from being fully modernised with double glazed windows and gas central heating (not tested). The property is being sold with the benefit of the investment income from the commercial unit and from the flats.

#### LOCATION

Situated on the west side of Devonshire Road between Chiswick High Road and Prince of Wales terrace within this sought after location, the property is ideally

placed to take advantage of the excellent shopping, entertainment and public transport facilities within Chiswick. This location benefits from pedestrian footfall and vehicular traffic from the Glebe Estate to and from Chiswick High Road and Turnham Green Underground Station.

#### ACCOMMODATION

**Ground floor:** Restaurant – seating area, kitchen, staff WC, ladies and gents WCs  
Built depth 75'6", width 13' (16'4" max narrowing to 15'7") GIA 1,100sq ft (102sq m).

The VOA states the Retail Zone A at 267sq ft (24.82sq m) and Retail Zone B at 108 sq ft (10sq m)

Self-contained flat (front): Bedroom, lounge/dining area with kitchenette, shower room/WC

Self-contained flat (rear): Bedroom, lounge/dining area with kitchenette, bathroom/WC

#### PLANNING

Permission has been granted by the London Borough of Hounslow on 3/12/13 under Ref P/2013/4404 for the erection of a mansard roof extension to provide a second bedroom with en-suite facilities to the first floor rear self-contained flat.

#### LOCAL AUTHORITY & TAX RATING

London Borough of Hounslow 020 8583 5708

Rateable Value (shop): £19,750

#### VIEWING TIMES

Strictly by appointment through the Auctioneers

STARTING BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

FINAL BID

## Lot 6

# West House, Lombard Street West, West Bromwich, West Midlands B70 8EG

**GUIDE PRICE: £795,000**



## VACANT OFFICE BLOCK WITH PLANNING GRANTED FOR DEVELOPMENT

This property currently comprises a 1950s detached office building planned over ground to fourth floor level with undercroft parking. This site has been granted planning permission under reference DC/13/56516 for a mixed use scheme comprising a ground floor commercial unit, undercroft car parking for 22 spaces and 6 floors of residential accommodation above allowing for a total of 60 apartments. The property is therefore being sold with the full benefit of this planning consent and will be of interest to developers.

### LOCATION

The site is located on the south side of Lombard Street West between High Street and Edward Street, approximately 50 metres north of Edward Street Hospital. High Street connects to the A41 Expressway which in turn connects to junction 1 of the M5 motorway. The town

centre has undergone recent redevelopment including the New Square Retail Park that is also close at hand. Good transport facilities exist in the locality between close to West Bromwich Central Bus Station and Metro station.

We understand that VAT is not applicable to this Lot.

### ACCOMMODATION

Current building:

**Ground floor:** Rooms 1&2: 46.50m<sup>2</sup> RV £4,200, Rooms 3–6: 73.70m<sup>2</sup> RV £6,200, Rooms 7–11: 80.30m<sup>2</sup> RV £6,800

**First Floor:** Rooms 101–103: 67.40m<sup>2</sup> RV £5,729, Rooms 104–106: 53.60m<sup>2</sup> RV £4,547, Rooms 107–118 206.90m<sup>2</sup> RV £17,590

**Second Floor:** Rooms 201–204: 85.80m<sup>2</sup> RV £7,200, Rooms 205–209: 88.70m<sup>2</sup> RV £7,500, Rooms 210–216: 126m<sup>2</sup> RV £10,250, Rooms 217–218: 29.80m<sup>2</sup> RV £3,050

**Third Floor:** Rooms 301–207:

110.60m<sup>2</sup> RV £9,400, Rooms 308–318: 203m<sup>2</sup> + 5 parking spaces RV £18,750

**Fourth Floor:** 388.40m<sup>2</sup> RV £33,000

**Car Park:** 34m<sup>2</sup> RV £6,800

### PLANNING

The planning granted allows for the following:

**Ground Floor:** retail unit approx 1765 sq ft

**First and Second Floors:** 5 × studio apartments approx 450 sq ft each, 2 × one bedroom apartments approx 577 sq ft each, 13 × 2 bedroom duplex apartment approx 828 sq ft

**Third and Fourth Floors:** 4 × studio apartments approx 450 sq ft each, 2 × one bedroom apartments approx 577 sq ft each, 14 × 2 bedroom duplex apartments approx 828 sq ft each

**Fifth and Sixth Floors:** 4 × studio apartments approx 450 sq ft each, 2 × one bedroom apartments approx 577 sq ft each, 14 × 2 bedroom duplex apartments approx 828 sq ft each

Therefore in total the planning comprises 1 commercial unit, 13 × studio apartments, 6 × one bedroom apartments and 41 × 2 bedroom duplex apartments

### LOCAL AUTHORITY & TAX RATING

Sandwell Metropolitan Borough Council 0845 358 2200

### TENURE

Freehold

### VIEWING TIMES

By appointment through the Auctioneers

STARTING BID

FINAL BID

NOTES

SOLD   UNSOLD   SOLD PRIOR   WITHDRAWN



## Lot 7

Montem Guest House,  
11-13 Montem Lane, Slough,  
Berkshire SL1 2QU

**GUIDE PRICE: £750,000**



### IMPOSING GUEST HOUSE CLOSE TO TOWN CENTRE

This income producing guest house is situated in a prime trading location within half a mile of Slough town centre. Montem Lane is located off the Bath Road within easy reach of Slough Mainline Station, travel connections and shopping facilities. We understand the Guest House operates as 25 rooms with an additional staff studio flat. We are also given to understand that the average weekly rent received is approximately £3,000 (£156,000 pa) and the property is being sold with the benefit of the on-going income. The property may also offer scope for conversion/development subject to obtaining any necessary planning consents that may be required.

#### ACCOMMODATION

The Guest House currently runs with 6 x single rooms, 5 x double rooms, 7 x triple rooms, 3 x quadruple rooms, 4 x family rooms, staff studio flat.

#### TENURE

Freehold

#### LOCAL AUTHORITY & TAX RATING

Slough Borough Council 01753  
475111

Council Tax Band: G

#### VIEWING TIMES

15/05 at 11am to 12pm

22/05 at 4pm to 5pm

31/05 at 11am to 12pm

#### JOINT AUCTIONEERS

Fairview International  
Slough office – 01753  
369055



STARTING BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

FINAL BID



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07540 203 922



**Laura Morgan**  
07714 316 568

## Lot 8

211 Willesden Lane,  
London NW6 7YR  
GUIDE PRICE: £600,000



**IMPOSING DOUBLE FRONTED DETACHED DWELLING ARRANGED AS 12 SELF-CONTAINED FLATLETS**

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

This imposing double fronted detached house is situated on Willesden Lane within walking distance of Willesden Green and Kilburn Stations. We understand that the property is arranged as 12 self-contained flatlets and is being sold with the benefit of full vacant possession throughout. The property has ample parking to the front and is situated on a large rectangular plot. We are given to understand that there are a number of enforcement notices that have been served on this property and full details will be disclosed within the legal pack. The property appears to be double glazed although we do understand that it does require a certain amount of updating throughout.

### ACCOMMODATION

**Ground floor:** 5 self-contained flatlets

**First floor:** 4 self-contained flatlets

**Second floor:** 3 self-contained flatlets

### TENURE

Freehold

### LOCAL AUTHORITY & TAX RATING

London Borough of Brent 020 8937 1234

Council Tax Band: H

### VIEWING TIMES

By appointment through the Auctioneers

## Lot 9 By Order of the Treasury Solicitor's Department

32 Louise Street,  
Stoke-on-Trent ST6 1AY  
GUIDE PRICE: £20,000



**MID TERRACE HOUSE IN NEED OF COMPLETE REFURBISHMENT THROUGHOUT**

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

This mid-terrace house is arranged over two floors with a small garden to the front and rear yard area with access to Lawton Street. The property includes two bedroom accommodation and is in need of complete updating and refurbishment throughout, although it does include a gas-fired central heating system and partial double glazing. The property is situated within a residential area on the popular "Park Estate" between High Lane (A5272) and Lorne Street on the south side of Louise Street close to the junction of Leigh Street. Port Vale Football Club, Burslem Park, Heywood Hospital, Haywood Engineering College, Burslem Golf Course and Whitfield Valley Nature Reserve are all nearby. A small selection of local shops is close at hand, with shopping outlets on Scotia Road (A50) which continues to the High Street approximately 2 miles distant where a wider range is available. A main line railway service runs from Longport station about 1.5 miles to the south-west. The property is being sold with the benefit of full vacant possession and will be of interest to owner/occupiers, builders and investment purchasers.

### ACCOMMODATION

**First Floor:** 2 bedrooms.

**Ground Floor:** Hall, 2 Reception rooms, kitchen, bathroom/WC. Outbuilding.

**Outside:** Small front garden. Rear yard with access to Lawton Street.

### TENURE

Freehold

### LOCAL AUTHORITY & TAX RATING

Stoke-on-Trent City Council 01782 234234

Council Tax Band: A

### VIEWING TIMES

By appointment through the Auctioneers



# Lot 10

By Order of the Beneficiaries  
In the same family ownership for over 100 years

Rishangles Hall, Eye Road,  
Rishangles, Suffolk IP23 7LA  
**GUIDE PRICE: £400,000**



## IMPOSING MANOR PROPERTY AND BARN WITH DEVELOPMENT POTENTIAL

This imposing manor property fronts on to Eye Road within the village of Rishangles and currently consists of a spacious three bedroom house with an abundance of character features adjacent to a two bedroom cottage and an attached barn that has development potential subject to obtaining any necessary planning consents that may be required. The whole property sits on a plot of approx 1.12 acres and has an attractive carriage driveway to the front. Both properties are heated by oil-fired central heating and would require a certain amount of updating and modernisation throughout. It may of course be possible to reconvert the whole property back into one building. The cottage and the house are both let on Assured Shorthold Tenancies and the property will be sold subject to those tenancies and the investment income although we

understand that the tenants in the cottage are due to vacate the premises. Full details of the agreements will be disclosed within the legal documentation. The property will be of interest to investment purchasers, developers and owner/occupiers. We understand that this lot is Grade II listed.

### LOCATION

Rishangles is a small village located just to the north of Debenham with its local facilities and schooling. Ipswich is located approximately 15 miles away and good road links serve the area including the A12 and A14.

### ACCOMMODATION

**The Cottage:** entrance porch, entrance hall, bathroom, kitchen/diner, living room, study, utility room, double garage, first floor landing, bedroom one, bedroom two

**Rishangles Hall:** study, cloakroom, ground floor WC, two reception rooms with central feature fireplace, inner hallway, kitchen, utility room, first floor landing, bedroom one, bedroom two, shower room, jacuzzi, second floor landing, bedroom three, WC.

**Outside:** ample grounds and enclosed swimming pool  
**The Barn:** this building is in a dilapidated state and offers development potential.

### TENURE

Freehold

### LOCAL AUTHORITY & TAX RATING

Mid Suffolk District Council 01449 724500

**Council Tax Bands:** Cottage: B Hall: F

### VIEWING TIMES

20/5 and 27/5 – both @ 11am – 12 noon

STARTING BID

NOTES

SOLD    UNSOLD    SOLD PRIOR    WITHDRAWN

FINAL BID

## Lot 11

By Order of the Beneficiaries

### Plot of Land opposite Rishangles Hall, Eye Road, Rishangles IP23 7LA

**GUIDE PRICE: £25,000**



#### VACANT PLOT OF LAND

This plot of land measures approximately 3.61 acres in size and is situated opposite the main dwelling of Rishangles Hall. The site may be of interest for possible equestrian use although any intending purchaser should make their own enquiries as to the potential uses of this land. The site is sold with the benefit of full vacant possession and the Auctioneers reserve the right to sell this lot jointly with Lot 10 and individually.

#### ACCOMMODATION

Site area: 3.61 acres

#### TENURE

Freehold

#### LOCAL AUTHORITY & TAX RATING

Mid Suffolk District Council 01449 724500

#### VIEWING TIMES

Open site for inspection at any time – please be courteous to neighbours

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

## Lot 12

By Order of the Executors

### The Garden House, Bedingfield Street, Rishangles, Eye, Suffolk IP23 7LB

**GUIDE PRICE: £180,000**



#### DETACHED DWELLING WITH PLANNING SUBMITTED FOR DEVELOPMENT

This older style detached property is situated on a spacious plot of approximately 1437 sq metres (0.35 acres) within an attractive mid Suffolk village location. There is a current application submitted to the Local Authority with planning permission due to be granted prior to the auction date for the demolition of the existing dwelling and the erection of a 5 bedroom, 3 bathroom detached house with triple garage and office and the plans are available for inspection at the offices of the Auctioneers. It is expected that this lot will be sold with the formal planning permission being in place and will therefore be of interest to developers and owner/occupiers looking for a self-build. The property is being sold with the benefit of vacant possession.

#### ACCOMMODATION

Two bedroom dilapidated dwelling on a site of 0.35 acres

#### TENURE

Freehold

#### LOCAL AUTHORITY & TAX RATING

Mid Suffolk District Council – 01449 724500

Council Tax Band: D

#### VIEWING TIMES

20/5 and 27/5 – both @ 12 – 12.30pm

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

## Lot 13

Land adjacent to 21 Aston Mead, Windsor, Berkshire SL4 5PP

**GUIDE PRICE: £220,000**



**DEVELOPMENT SITE WITH PLANNING GRANTED FOR A DETACHED DWELLING**

This vacant site occupies a plot close to the junction of Bradshaw Close. The property forms part of a predominantly residential area off the A308 Maidenhead Road near to Windsor Race Course and within 2 miles of Windsor Town Centre. The site is approximately 253sm (0.062 acre) in size and planning has been granted for the erection of a three bedroom detached dwelling with parking. The permission was granted by the local authority, under reference 13/03381/FUL and plans are available for inspection at the offices of the Auctioneers. It may be possible to apply for other development variations although any intending purchaser should make their own enquiries in this regard. The site is sold with the benefit of full vacant possession and will be of interest to developers and self-build buyers.

### SITE AREA

Approximately 0.062 acres (253sm)

### TENURE

Freehold

### LOCAL AUTHORITY

Royal Borough of Windsor and Maidenhead 01628 638800

### VIEWING TIMES

Open site for inspection at any time – please be courteous to neighbours

### JOINT AUCTIONEERS

Gregory & Co, 242 Dedworth Road, Windsor, Berkshire, SL4 4JR, 01753 865999



STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

## Lot 14

195 Church Road, Harlseden, London NW10 9EJ

**GUIDE PRICE: £125,000**



**TERRACED MIXED USE COMMERCIAL/RESIDENTIAL PROPERTY**

We understand that this terraced property consists of a lock-up shop unit and 8 self-contained flatlets. The property at the time of going to print has not been inspected by the Auctioneers. We understand that there are a number of enforcement notices in place in relation to this property that will be disclosed in detail within the legal pack and we understand that it will be sold with vacant possession. Church Road is situated off the A407 High Road within easy reach of travel connections. The property forms part of secondary shopping parade.

### ACCOMMODATION

Lock-up shop unit, approximately 214 sq ft.

We understand that there are 8 self-contained flatlets within the rest of the building.

### TENURE

Freehold

### LOCAL AUTHORITY & TAX RATING

London Borough of Brent 020 8359 2000

Rateable Value: £4100

Council Tax Band: Flats all rated C

### VIEWING TIMES

By appointment through the Auctioneers

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

## Lot 15

19 Brook Avenue, Wembley,  
Middlesex HA9 8PH

GUIDE PRICE: £230,000



### EXTENDED SEMI-DETACHED HOUSE

This extended semi-detached house is situated on a popular road within walking distance of Wembley Park Station and the main Wembley Stadium complex as well as shopping facilities on Wembley High Road. We understand that there have been enforcement notices served on this property and full details will be found within the legal pack. The property has been let for a number of years although we are selling with the benefit of vacant possession.

#### ACCOMMODATION

The property at the time of going to print has not been inspected by the Auctioneers although we are given to understand that the accommodation comprises 6 rooms, kitchen and bathroom.

#### TENURE

Freehold

#### LOCAL AUTHORITY & TAX RATING

London Borough of Brent 020 8937 1234  
Council Tax Band: E

#### VIEWING TIMES

By appointment through the Auctioneers

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

## Lot 16 By Order of the Treasury Solicitor's Department

Tresco, New Road, Cranbrook,  
Kent TN17 3LE

GUIDE PRICE: £210,000



### SEMI-DETACHED HOUSE IN NEED OF COMPLETE REFURBISHMENT THROUGHOUT

This semi-detached house is arranged over two floors and set back from New Road (a private road) behind a good size front garden with hard-standing driveway which provides off street parking. To the rear there is a large shed/former garage set within the long rear garden. The property includes three bedroom accommodation and is in need of complete updating and refurbishment throughout, although it does include a gas-fired central heating system and double glazed windows. The property is situated between Angley Road (A229) and High Street within a picturesque location midway between Maidstone and Hastings. There are good road links with the A21, M20 and M25 with the mainline station at nearby Staplehurst offering trains to London Bridge, Charing Cross and Cannon Street. The property is being sold with the benefit of full vacant possession and will be of interest to owner/occupiers, builders and investment purchasers.

#### ACCOMMODATION

**First Floor:** Bedroom one, Bedroom two, Bedroom three, bathroom/WC.

**Ground Floor:** Entrance hall, Kitchen open plan onto dining room, front living room.

**Outside:** Front garden with driveway providing off-street parking. Side access to rear former garage/shed (with WC), small lean-to/conservatory, large rear garden.

#### TENURE

Freehold

#### LOCAL AUTHORITY & TAX RATING

Tunbridge Wells Borough Council 01892  
526121  
Council tax Band: D

#### VIEWING TIMES

By appointment through the Auctioneers



STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

## Lot 17

9 Balfour Grove,  
London N20 0SN

**GUIDE PRICE: £350,000**



### CENTRE TERRACED DWELLING WITH DEVELOPMENT POTENTIAL

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

This spacious terraced house is situated in a cul-de-sac location off Oakley Road North. The property offers spacious accommodation and would make a large family dwelling or could potentially be converted into two flats subject to obtaining any necessary planning consents that may be required. The current house would require a certain amount of updating and benefits from double glazed windows and gas-fired central heating. The property is sold with the benefit of vacant possession and would be of interest to owner/occupiers or developers.

#### ACCOMMODATION

Entrance hall, reception one, reception two, breakfast room/kitchen, cloakroom, first floor landing, bedroom one, bedroom two, family bathroom, second floor landing, bedroom three, bedroom four, gardens to front and rear

#### TENURE

Freehold

#### LOCAL AUTHORITY & TAX RATING

London Borough of Barnet 020 8359 2000

Council Tax Band: E

#### VIEWING TIMES

19/5 and 28/5 – both at 12.30pm

## Lot 18

Fernleigh, The Fields,  
Donnington Wood,  
Telford TF2 7PW

**GUIDE PRICE: £70,000**



### DEVELOPMENT SITE WITH PLANNING FOR A FIVE BEDROOM BUNGALOW

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

This development site has been granted planning permission by the local authority under the reference TWC/2013/0321 for the erection of a two storey, five bedroom dwelling and the property is being sold with the benefit of this on-going planning permission. The site occupies an area of approximately 625 sq m (6727 sq ft, 0.154 acres) and is situated in a private location within easy access of the A4640 Donnington Wood Way and Telford Town Centre. The property will be of interest to self-build owner/occupiers and developers.

#### ACCOMMODATION

Cleared site of approximately 625 sq m (6727.4 sq ft, 0.154 acres)

#### TENURE

Freehold

#### LOCAL AUTHORITY

Telford and Wrekin Council 01952 380000

#### VIEWING TIMES

Open site for inspection at any time – please be courteous to neighbours



## Lot 19

14 Archel Road, West  
Kensington, London W14 9QH  
GUIDE PRICE: £550,000



**LOWER GROUND FLOOR SELF-CONTAINED  
FLAT WITH EXTENSION POTENTIAL  
FLAT WITH EXTENSION POTENTIAL –8 WEEK  
COMPLETION**

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

This lower ground floor self-contained flat with its own rear garden includes two bedroom accommodation and has potential to extend at the rear enhancing the accommodation as demonstrated by neighbouring properties, subject to receiving all necessary consents. The property is situated on the north side of Archel Road close to the junction of North End Road, where a range of shopping facilities and public transport links are available. Underground services run from West Brompton and West Kensington Stations. The property is being sold with the benefit of full vacant possession if required with an 8 week completion. The property is currently let on an Assured Shorthold Tenancy and we understand that the tenant is holding over on the original terms, full details of which will be available within the legal pack. The property will be of interest to owner/occupiers, builders and investment purchasers.

### ACCOMMODATION

Hall, bedroom one with en-suite shower/WC, bedroom two, open plan living/kitchen/dining area, utility room, shower room/WC.

Outside: Rear garden approx 40 ft in depth

### TENURE

Leasehold – 999 years from 2013

### LOCAL AUTHORITY & TAX RATING

London Borough of Hammersmith & Fulham 020 8748 3020  
Council Tax Band: C

### VIEWING TIMES

By appointment through the Auctioneers

## Lot 20

10 Mortimer Road, West Ealing,  
London W13 8NG  
GUIDE PRICE: £1,650,000



**SPACIOUS DETACHED DWELLING IN PRIME  
LOCATION**

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

This imposing detached dwelling is arranged over 3 floors and offers 8 bedroom accommodation. The property is situated within a prime residential location within easy reach of West Ealing and Ealing Broadway centres with their various travel connections and shopping facilities. The property has a garage with own driveway and South facing garden and would benefit from updating. We understand that the property until recently has been let and it is now being sold with the benefit of vacant possession. The property will be of interest to owner/occupiers and investment purchasers.

### ACCOMMODATION

Entrance hall, two reception rooms, kitchen/breakfast room, conservatory, utility room, bathroom, shower room, 8 bedrooms

### TENURE

Freehold

### LOCAL AUTHORITY & TAX RATING

London Borough of Ealing 020 8825 5000  
Council Tax Band: G

### VIEWING TIMES

16/5, 24/5 and 29/5 – all at 10.30am

## Lot 21

### Freehold of 33–35 Mountside, Stanmore, Middlesex HA7 2DS

**GUIDE PRICE: £6,000**



#### FREEHOLD GROUND RENT INVESTMENT

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

## Lot 22

### Flat 7, 32 Albany Road, West Ealing, London W13 8PG

**GUIDE PRICE: £140,000**



#### SECOND FLOOR STUDIO FLAT IDEAL FOR INVESTMENT

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

This semi-detached dwelling is arranged as a pair of two bedroom maisonettes that we understand are presented in good decorative order. The property is well situated for Harrow town centre and local shopping and travel connections. Both flats are held on 125 years leases from 2012 each with a ground rent of £300pa thus £600pa is received. The property is sold with the benefit of this investment income.

#### ACCOMMODATION

2 × two bedroom maisonettes

#### TENURE

Freehold

#### LOCAL AUTHORITY

London Borough of Harrow 020 8863 5611

Council Tax Band: both flats C

#### VIEWING TIMES

External viewing only

This second floor studio flat forms part of a period style detached building that we understand has recently been refurbished. The property has a long lease and is located within walking distance of West Ealing mainline station and Ealing Broadway with its multiple shopping facilities and travel connections including station. The property is brought to the market with full vacant possession and will be of interest to investment purchasers.

#### ACCOMMODATION

Communal hallways to second floor, studio room, kitchen, bathroom

#### TENURE

Leasehold – 125 years from 1st January 2005

Ground rent: £200 pa

#### LOCAL AUTHORITY & TAX RATING

London Borough of Ealing 020 8825 5000

Council Tax Band: B

#### VIEWING TIMES

16/5, 24/5 and 29/5 – all at 11.15am

## Lot 23

11 Hillbury Avenue, Kenton,  
Harrow, Middlesex HA3 8EP  
**GUIDE PRICE: £475,000**



**SEMI DETACHED HOUSE IN NEED OF  
UPDATING**

This bay fronted semi-detached house with garage and own driveway is situated in a popular residential location within walking distance of Kenton and Northwick Park Stations. The property offers three bedroom accommodation and although it is in need of updating and modernisation throughout there is Economy 7 and it is mainly double-glazed. There is potential for further extension subject to obtaining any necessary planning consent that may be required. The property is sold with the benefit of full vacant possession and will be of interest to owner/occupiers and investment purchasers.

### **ACCOMMODATION**

Entrance hall, living room, dining room, kitchen, first floor landing, bedroom one, bedroom two, bedroom three, bathroom, separate WC, front and rear gardens, garage with own driveway

### **TENURE**

Freehold

### **LOCAL AUTHORITY & TAX RATING**

London Borough of Harrow 020 8863 5611  
Council Tax Band: E

### **VIEWING TIMES**

19/5, 23/5 and 28/5 – all at 11am

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

# Common Auction Conditions

Common Auction Conditions (3rd Edition August 2009 – reproduced with the consent of the RICS).

The general conditions (including any extra general conditions) apply to the contract except to the extent that they are varied by special conditions or by an addendum.

## INTRODUCTION

The Common Auction Conditions have been produced for real estate auctions in England and Wales to set a common standard across the industry. They are in three sections:

1. **Glossary** The glossary gives special meanings to certain words used in both sets of conditions.
2. **Auction Conduct Conditions** The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who has a catalogue, or who attends or bids at the auction. They cannot be changed without the auctioneer's agreement. We recommend that these conditions are set out in a two-part notice to bidders in the auction catalogue, part one containing advisory material – which auctioneers can tailor to their needs – and part two the auction conduct conditions.
3. **Sale Conditions** The Sale Conditions govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum.

## Important notice

A prudent buyer will, before bidding for a lot at an auction:

- Take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant;
- Read the conditions;
- Inspect the lot;
- Carry out usual searches and make usual enquiries;
- Check the content of all available leases and other documents relating to the lot;
- Check that what is said about the lot in the catalogue is accurate;
- Have finance available for the deposit and purchase price;
- Check whether VAT registration and election is advisable;

The conditions assume that the buyer has acted like a prudent buyer. If you choose to buy a lot without taking these normal precautions you do so at your own risk.

## GLOSSARY

This glossary applies to the auction conduct conditions and the sale conditions. 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 re-enacted by the date of the auction or the contract date (as applicable); and
- where the following words printed in bold black type appear in bold blue type 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.

**Agreed completion date** Subject to condition G9.3: (a) the date specified in the special conditions; or (b) if no date is specified, 20 business days after the contract date; but if that date is not a business day the first subsequent business day.

**Approved financial institution** Any bank or building society that has signed up to the Banking Code or Business Banking Code 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) a Saturday or a Sunday; (b) a bank holiday in England and Wales; or (c) Good Friday or Christmas Day.

**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.

**Catalogue** The catalogue to which the conditions refer including any supplement to it.

**Completion** Unless otherwise agreed between seller and buyer (or their conveyancers) the occasion when both seller and buyer have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.

**Condition** One of the auction conduct conditions or sales conditions.

**Contract** The contract by which the seller agrees to sell and the buyer agrees to buy the lot.

**Contract date** The date of the auction or, if the lot is not sold at the auction: (a) the date of the sale memorandum signed by both the seller and buyer; or (b) if contracts are exchanged, 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.

**Financial charge** A charge to secure a loan or other financial indebtedness (not including a rentcharge).

**General conditions** That part of the sale conditions so headed, including any extra general conditions.

**Interest rate** If not specified in the special conditions, 4% above the base rate from time to time of Barclays Bank plc. (The interest rate will also apply to judgment debts, if applicable.)

**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.

**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, any similar official).

**Price** The price 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.

**Sale conditions** The general conditions as varied by any special conditions or addendum.

**Sale memorandum** The form so headed (whether or not set out in the catalogue) in which the terms of the contract for the sale of the lot are recorded.

**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 sale 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 tenancy schedule (if any) forming part of the special conditions.

**Transfer** Transfer includes a conveyance or assignment (and "to transfer" includes "to convey" or "to assign").

**TUPE** The Transfer of Undertakings (Protection of Employment) Regulations 2006.

**VAT** Value Added Tax or other tax of a similar nature.

**VAT option** An option to tax.

**We (and us and our)** The auctioneers.

**You (and your)** Someone who has a copy of the catalogue or who attends or bids at the auction, whether or not a buyer.

## AUCTION CONDUCT CONDITIONS

### A1 Introduction

A1.1 Words in bold blue type have special meanings,

which are defined in the Glossary.

A1.2 The catalogue is issued only on the basis that you accept these auction conduct conditions. They govern our relationship with you and cannot be disappplied or varied by the sale conditions (even by a condition purporting to replace the whole of the Common Auction Conditions). 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;
- (c) sell each lot;
- (d) receive and hold deposits;
- (e) sign each sale memorandum; and
- (f) treat a contract as repudiated if the buyer fails to sign a sale memorandum or pay a deposit as required by these auction conduct conditions.

A2.2 Our decision on the conduct of the auction is final.

A2.3 We may cancel the auction, or alter the order in which lots are offered for sale. We may also combine or divide lots. A lot may be sold or withdrawn from sale prior to the auction.

A2.4 You acknowledge that to the extent permitted by law we owe you no duty of care and you have no claim against us for any loss.

### A3 Bidding and reserve prices

A3.1 All bids are to be made in pounds sterling exclusive of any applicable VAT.

A3.2 We may refuse to accept a bid. We do not have to explain why.

A3.3 If there is a dispute over bidding we are entitled to resolve it, and our decision is final.

A3.4 Unless stated otherwise each lot is subject to a reserve price (which may be fixed just before the lot is offered for sale). If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction.

A3.5 Where there is a reserve price the seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller.

A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the seller might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always – as the seller may fix the final reserve price just before bidding commences.

### A4 The particulars and other information

A4.1 We have taken reasonable care to prepare particulars that correctly describe each lot. The particulars are based on information supplied by or on behalf of the seller. You need to check that the information in the particulars is correct.

A4.2 If the special conditions do not contain a description of the lot, or simply refer to the relevant lot number, you take the risk that the description contained in the particulars is incomplete or inaccurate, as the particulars have not been prepared by a conveyancer and are not intended to form part of a legal contract.

A4.3 The particulars and the sale conditions may change prior to the auction and it is your responsibility to check that you have the correct versions.

A4.4 If we provide information, or a copy of a document, provided by others we do so only on the basis that we are not responsible for the accuracy of that information or document.

### A5 The contract

A5.1 A successful bid is one we accept as such (normally on the fall of the hammer). This condition A5 applies to you if you make the successful bid for a lot.

A5.2 You are obliged to buy the lot on the terms of the sale memorandum at the price you bid plus VAT (if applicable).

A5.3 You must before leaving the auction:

- (a) provide all information we reasonably need from you to enable us to complete the sale memorandum (including proof of your identity if required by us);
- (b) sign the completed sale memorandum; and
- (c) pay the deposit.

A5.4 If you do not we may either:

- (a) as agent for the seller treat that failure as your repudiation of the contract and offer the lot for sale again: the seller may then have a claim against you for breach of contract; or
  - (b) sign the sale memorandum on your behalf.
- A5.5 The deposit:
- (a) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the seller, but otherwise is to be held as stated in the sale conditions; and
  - (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to us on an approved financial institution. The extra auction conduct conditions may state if we accept any other form of payment.
- A5.6 We may retain the sale memorandum signed by or on behalf of the seller until the deposit has been received in cleared funds.
- A5.7 If the buyer does not comply with its obligations under the contract then:
- (a) you are personally liable to buy the lot even if you are acting as an agent; and
  - (b) you must indemnify the seller in respect of any loss the seller incurs as a result of the buyer's default.
- A5.8 Where the buyer is a company you warrant that the buyer is properly constituted and able to buy the lot.

**Words that are capitalised have special meanings, which are defined in the Glossary.**

The general conditions (including any extra general conditions) apply to the contract except to the extent that they are varied by special conditions or by an addendum.

**G1. The lot**

- G1.1 The lot (including any rights to be granted or reserved, and any exclusions from it) is described in the special conditions, or if not so described the lot is that referred to in the sale memorandum.
- G1.2 The lot is sold subject to any tenancies disclosed by the special conditions, but otherwise with vacant possession on completion.
- G1.3 The lot is sold subject to all matters contained or referred to in the documents, but excluding any financial charges: these the seller must discharge on or before completion.
- G1.4 The lot is also sold subject to such of the following as may affect it, whether they arise before or after the contract date and whether or not they are disclosed by the seller or are apparent from inspection of the lot or from the documents:
- (a) matters registered or capable of registration as local land charges;
  - (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
  - (c) notices, orders, demands, proposals and requirements of any competent authority;
  - (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
  - (e) rights, easements, quasi-easements, and wayleaves;
  - (f) outgoing and other liabilities;
  - (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
  - (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the buyer has made them; and
  - (i) anything the seller does not and could not reasonably know about.
- G1.5 Where anything subject to which the lot is sold would expose the seller to liability the buyer is to comply with it and indemnify the seller against that liability.
- G1.6 The seller must notify the buyer of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the contract date but the buyer must comply with them and keep the seller indemnified.
- G1.7 The lot does not include any tenant's or trade fixtures or fittings.
- G1.8 Where chattels are included in the lot the buyer takes them as they are at completion and the seller is not liable if they are not fit for use.
- G1.9 The buyer buys with full knowledge of:
- (a) the documents, whether or not the buyer has read them; and
  - (b) the physical condition of the lot and what could reasonably be discovered on inspection of it, whether or not the buyer has inspected it.
- G1.10 The buyer is not to rely on the information contained in the particulars but may rely on the seller's conveyancer's written replies to preliminary enquiries to the extent stated in those replies.
- G2. Deposit**
- G2.1 The amount of the deposit is the greater of:
- (a) any minimum deposit stated in the auction conduct conditions (or the total price, if this is less

- than that minimum); and
  - (b) 10% of the price (exclusive of any VAT on the price).
- G2.2 The deposit
- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an approved financial institution (or by any other means of payment that the auctioneers may accept); and
  - (b) is to be held as stakeholder unless the auction conduct conditions provide that it is to be held as agent for the seller.
- G2.3 Where the auctioneers hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the seller on completion or, if completion does not take place, to the person entitled to it under the sale conditions.
- G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the seller may treat the contract as at an end and bring a claim against the buyer for breach of contract.
- G2.5 Interest earned on the deposit belongs to the seller unless the sale conditions provide otherwise.
- G3. Between contract and completion**
- G3.1 Unless the special conditions state otherwise, the seller is to insure the lot from and including the contract date to completion and:
- (a) produce to the buyer on request all relevant insurance details;
  - (b) pay the premiums when due;
  - (c) if the buyer so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
  - (d) at the request of the buyer use reasonable endeavours to have the buyer's interest noted on the policy if it does not cover a contracting purchaser;
  - (e) unless otherwise agreed, cancel the insurance at completion, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the buyer; and
  - (f) (subject to the rights of any tenant or other third party) hold on trust for the buyer any insurance payments that the seller receives in respect of loss or damage arising after the contract date or assign to the buyer the benefit of any claim; and the buyer must on completion reimburse to the seller the cost of that insurance (to the extent not already paid by the buyer or a tenant or other third party) for the period from and including the contract date to completion.
- G3.2 No damage to or destruction of the lot nor any deterioration in its condition, however caused, entitles the buyer to any reduction in price, or to delay completion, or to refuse to complete.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion.
- G4. Title and identity**
- G4.1 Unless condition G4.2 applies, the buyer accepts the title of the seller to the lot as at the contract date and may raise no requisition or objection except in relation to any matter that occurs after the contract date.
- G4.2 If any of the documents is not made available before the auction the following provisions apply:
- (a) The buyer may raise no requisition on or objection to any of the documents that is made available before the auction.
  - (b) If the lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.
  - (c) If the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or an examined copy of every relevant document.
  - (d) If title is in the course of registration, title is to consist of certified copies of:
    - (i) the application for registration of title made to the land registry;
    - (ii) the documents accompanying that application;
    - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
    - (iv) a letter under which the seller or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the buyer.
  - (e) The buyer has no right to object to or make

- requisitions on any title information more than seven business days after that information has been given to the buyer.
- G4.3 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):
- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the buyer; and
  - (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the lot where the lot is leasehold property.
- G4.4 The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract.
- G4.5 The seller does not have to produce, nor may the buyer object to or make a requisition in relation to, any prior or superior title even if it is referred to in the documents.
- G4.6 The seller (and, if relevant, the buyer) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the conditions apply.
- G5. Transfer**
- G5.1 Unless a form of transfer is prescribed by the special conditions:
- (a) the buyer must supply a draft transfer to the seller at least ten business days before the agreed completion date and the engrossment (signed as a deed by the buyer if condition G5.2 applies) five business days before that date or (if later) two business days after the draft has been approved by the seller; and
  - (b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer.
- G5.2 If the seller remains liable in any respect in relation to the lot (or a tenancy) following completion the buyer is specifically to covenant in the transfer to indemnify the seller against that liability.
- G5.3 The seller cannot be required to transfer the lot to anyone other than the buyer, or by more than one transfer.
- G6. Completion**
- G6.1 Completion is to take place at the offices of the seller's conveyancer, or where the seller may reasonably require, on the agreed completion date. The seller can only be required to complete on a business day and between the hours of 0930 and 1700.
- G6.2 The amount payable on completion is the balance of the price adjusted to take account of apportionments plus (if applicable) VAT and interest.
- G6.3 Payment is to be made in pounds sterling and only by:
- (a) direct transfer to the seller's conveyancer's client account; and
  - (b) the release of any deposit held by a stakeholder.
- G6.4 Unless the seller and the buyer otherwise agree, completion cannot take place until both have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.
- G6.5 If completion takes place after 1400 hours for a reason other than the seller's default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next business day.
- G6.6 Where applicable the contract remains in force following completion.
- G7. Notice to complete**
- G7.1 The seller or the buyer may on or after the agreed completion date but before completion give the other notice to complete within ten business days (excluding the date on which the notice is given) making time of the essence.
- G7.2 The person giving the notice must be ready to complete.
- G7.3 If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has:
- (a) terminate the contract;
  - (b) claim the deposit and any interest on it if held by a stakeholder;
  - (c) forfeit the deposit and any interest on it;
  - (d) resell the lot; and
  - (e) claim damages from the buyer.
- G7.4 If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has:
- (a) terminate the contract; and
  - (b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.

- G8. If the contract is brought to an end**  
If the contract is lawfully brought to an end:
- (a) the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and
  - (b) the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the seller is entitled to forfeit the deposit under condition G7.3.
- G9. Landlord's licence**
- G9.1 Where the lot is or includes leasehold land and licence to assign is required this condition G9 applies.
- G9.2 The contract is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- G9.3 The agreed completion date is not to be earlier than the date five business days after the seller has given notice to the buyer that licence has been obtained.
- G9.4 The seller must:
- (a) use all reasonable endeavours to obtain the licence at the seller's expense; and
  - (b) enter into any authorised guarantee agreement properly required.
- G9.5 The buyer must:
- (a) promptly provide references and other relevant information; and
  - (b) comply with the landlord's lawful requirements.
- G9.6 If within three months of the contract date (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition G9) by notice to the other terminate the contract at any time before licence is obtained. That termination is without prejudice to the claims of either seller or buyer for breach of this condition G9.
- G10. Interest and apportionments**
- G10.1 If the actual completion date is after the agreed completion date for any reason other than the seller's default the buyer must pay interest at the interest rate on the price (less any deposit paid) from the agreed completion date up to and including the actual completion date.
- G10.2 Subject to condition G11 the seller is not obliged to apportion or account for any sum at completion unless the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds.
- G10.3 Income and outgoings are to be apportioned at actual completion date unless:
- (a) the buyer is liable to pay interest; and
  - (b) the seller has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer;
  - in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.
- G10.4 Apportionments are to be calculated on the basis that:
- (a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
  - (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
  - (c) where the amount to be apportioned is not known at completion apportionment is to be made by reference to a reasonable estimate and further payment is to be made by seller or buyer as appropriate within five business days of the date when the amount is known.
- G11. Arrears**
- Part 1 Current rent**
- G11.1 "Current rent" means, in respect of each of the tenancies subject to which the lot is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding completion.
- G11.2 If on completion there are any arrears of current rent the buyer must pay them, whether or not details of those arrears are given in the special conditions.
- G11.3 Parts 2 and 3 of this condition G11 do not apply to arrears of current rent.
- Part 2 Buyer to pay for arrears**
- G11.4 Part 2 of this condition G11 applies where the special conditions give details of arrears.
- G11.5 The buyer is on completion to pay, in addition to any other money then due, an amount equal to all arrears of which details are set out in the special conditions.
- G11.6 If those arrears are not old arrears the seller is to assign to the buyer all rights that the seller has to recover those arrears.
- Part 3 Buyer not to pay for arrears**
- G11.7 Part 3 of this condition G11 applies where the special conditions:
- (a) so state; or
  - (b) give no details of any arrears.
- G11.8 While any arrears due to the seller remain unpaid the buyer must:
- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;
  - (b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment);
  - (c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require;
  - (d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order;
  - (e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and
  - (f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to part 3 of this condition G11.
- G11.9 Where the seller has the right to recover arrears it must not without the buyer's written consent bring insolvency proceedings against a tenant or seek the removal of goods from the lot.
- G12. Management**
- G12.1 This condition G12 applies where the lot is sold subject to tenancies.
- G12.2 The seller is to manage the lot in accordance with its standard management policies pending completion.
- G12.3 The seller must consult the buyer on all management issues that would affect the buyer after completion (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a tenancy; or a new tenancy or agreement to grant a new tenancy) and:
- (a) the seller must comply with the buyer's reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the seller to a liability that the seller would not otherwise have, in which case the seller may act reasonably in such a way as to avoid that liability;
  - (b) if the seller gives the buyer notice of the seller's intended act and the buyer does not object within five business days giving reasons for the objection the seller may act as the seller intends; and
  - (c) the buyer is to indemnify the seller against all loss or liability the seller incurs through acting as the buyer requires, or by reason of delay caused by the buyer.
- G13. Rent deposits**
- G13.1 This condition G13 applies where the seller is holding or otherwise entitled to money by way of rent deposit in respect of a tenancy. In this condition G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.
- G13.2 If the rent deposit is not assignable the seller must on completion hold the rent deposit on trust for the buyer and, subject to the terms of the rent deposit deed, comply at the cost of the buyer with the buyer's lawful instructions.
- G13.3 Otherwise the seller must on completion pay and assign its interest in the rent deposit to the buyer under an assignment in which the buyer covenants with the seller to:
- (a) observe and perform the seller's covenants and conditions in the rent deposit deed and indemnify the seller in respect of any breach;
  - (b) give notice of assignment to the tenant; and
  - (c) give such direct covenant to the tenant as may be required by the rent deposit deed.
- G14. VAT**
- G14.1 Where a sale condition requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.
- G14.2 Where the special conditions state that no VAT option has been made the seller confirms that none has been made by it or by any company in the same VAT group nor will be prior to completion.
- G15. Transfer as a going concern**
- G15.1 Where the special conditions so state:
- (a) the seller and the buyer intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
  - (b) this condition G15 applies.
- G15.2 The seller confirms that the seller
- (a) is registered for VAT, either in the seller's name or as a member of the same VAT group; and
  - (b) has (unless the sale is a standard-rated supply) made in relation to the lot a VAT option that remains valid and will not be revoked before completion.
- G15.3 The buyer confirms that:
- (a) it is registered for VAT, either in the buyer's name or as a member of a VAT group;
  - (b) it has made, or will make before completion, a VAT option in relation to the lot and will not revoke it before or within three months after completion;
  - (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
  - (d) it is not buying the lot as a nominee for another person.
- G15.4 The buyer is to give to the seller as early as possible before the agreed completion date evidence:
- (a) of the buyer's VAT registration;
  - (b) that the buyer has made a VAT option; and
  - (c) that the VAT option has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two business days before the agreed completion date, condition G14.1 applies at completion.
- G15.5 The buyer confirms that after completion the buyer intends to:
- (a) retain and manage the lot for the buyer's own benefit as a continuing business as a going concern subject to and with the benefit of the tenancies; and
  - (b) collect the rents payable under the tenancies and charge VAT on them
- G15.6 If, after completion, it is found that the sale of the lot is not a transfer of a going concern then:
- (a) the seller's conveyancer is to notify the buyer's conveyancer of that finding and provide a VAT invoice in respect of the sale of the lot;
  - (b) the buyer must within five business days of receipt of the VAT invoice pay to the seller the VAT due; and
  - (c) if VAT is payable because the buyer has not complied with this condition G15, the buyer must pay and indemnify the seller against all costs, interest, penalties or surcharges that the seller incurs as a result.
- G16. Capital allowances**
- G16.1 This condition G16 applies where the special conditions state that there are capital allowances available in respect of the lot.
- G16.2 The seller is promptly to supply to the buyer all information reasonably required by the buyer in connection with the buyer's claim for capital allowances.
- G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the special conditions.
- G16.4 The seller and buyer agree:
- (a) to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition G16; and
  - (b) to submit the value specified in the special conditions to HM Revenue and Customs for the purposes of their respective capital allowance computations.
- G17. Maintenance agreements**
- G17.1 The seller agrees to use reasonable endeavours to transfer to the buyer, at the buyer's cost, the benefit of the maintenance agreements specified in the special conditions.
- G17.2 The buyer must assume, and indemnify the seller in respect of, all liability under such contracts from the actual completion date.
- G18. Landlord and Tenant Act 1987**
- G18.1 This condition G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.
- G18.2 The seller warrants that the seller has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.
- G19. Sale by practitioner**
- G19.1 This condition G19 applies where the sale is by a practitioner either as seller or as agent of the seller.
- G19.2 The practitioner has been duly appointed and is empowered to sell the lot.
- G19.3 Neither the practitioner nor the firm or any member of the firm to which the practitioner belongs has any personal liability in connection with the sale or the performance of the seller's obligations. The transfer is to include a declaration excluding that personal liability.
- G19.4 The lot is sold:
- (a) in its condition at completion;
  - (b) for such title as the seller may have; and
  - (c) with no title guarantee; and the buyer has no right to terminate the contract or any other remedy if information provided about the lot is inaccurate, incomplete or missing.

- G19.5 Where relevant:
- (a) the documents must include certified copies of those under which the practitioner is appointed, the document of appointment and the practitioner's acceptance of appointment; and
  - (b) the seller may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925.
- G19.6 The buyer understands this condition G19 and agrees that it is fair in the circumstances of a sale by a practitioner.
- G20. TUPE**
- G20.1 If the special conditions state "There are no employees to which TUPE applies", this is a warranty by the seller to this effect.
- G20.2 If the special conditions do not state "There are no employees to which TUPE applies" the following paragraphs apply:
- (a) The seller must notify the buyer of those employees whose contracts of employment will transfer to the buyer on completion (the "Transferring Employees"). This notification must be given to the buyer not less than 14 days before completion.
  - (b) The buyer confirms that it will comply with its obligations under TUPE and any special conditions in respect of the Transferring Employees.
  - (c) The buyer and the seller acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the seller will transfer to the buyer on completion.
  - (d) The buyer is to keep the seller indemnified against all liability for the Transferring Employees after completion.
- G21. Environmental**
- G21.1 This condition G21 only applies where the special conditions so provide.
- G21.2 The seller has made available such reports as the seller has as to the environmental condition of the lot and has given the buyer the opportunity to carry out investigations (whether or not the buyer has read those reports or carried out any investigation) and the buyer admits that the price takes into account the environmental condition of the lot.
- G21.3 The buyer agrees to indemnify the seller in respect of all liability for or resulting from the environmental condition of the lot.
- G22. Service Charge**
- G22.1 This condition G22 applies where the lot is sold subject to tenancies that include service charge provisions.
- G22.2 No apportionment is to be made at completion in respect of service charges.
- G22.3 Within two months after completion the seller must provide to the buyer a detailed service charge account for the service charge year current on completion showing:
- (a) service charge expenditure attributable to each tenancy;
  - (b) payments on account of service charge received from each tenant;
  - (c) any amounts due from a tenant that have not been received;
  - (d) any service charge expenditure that is not attributable to any tenancy and is for that reason irrecoverable.
- G22.4 In respect of each tenancy, if the service charge account shows that:
- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the seller must pay to the buyer an amount equal to the excess when it provides the service charge account;
  - (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the buyer must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the seller within five business days of receipt in cleared funds; but in respect of payments on account that are still due from a tenant condition G11 (arrears) applies.
- G22.5 In respect of service charge expenditure that is not attributable to any tenancy the seller must pay the expenditure incurred in respect of the period before actual completion date and the buyer must pay the expenditure incurred in respect of the period after actual completion date. Any necessary monetary adjustment is to be made within five business days of the seller providing the service charge account to the buyer.
- G22.6 If the seller holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
- (a) the seller must pay it (including any interest earned on it) to the buyer on completion; and
  - (b) the buyer must covenant with the seller to hold it in accordance with the terms of the tenancies and to indemnify the seller if it does not do so.
- G23. Rent reviews**
- G23.1 This condition G23 applies where the lot is sold subject to a tenancy under which a rent review due on or before the actual completion date has not been agreed or determined.
- G23.2 The seller may continue negotiations or rent review proceedings up to the actual completion date but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the buyer, such consent not to be unreasonably withheld or delayed.
- G23.3 Following completion the buyer must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the seller, such consent not to be unreasonably withheld or delayed.
- G23.4 The seller must promptly:
- (a) give to the buyer full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
  - (b) use all reasonable endeavours to substitute the buyer for the seller in any rent review proceedings.
- G23.5 The seller and the buyer are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- G23.6 When the rent review has been agreed or determined the buyer must account to the seller for any increased rent and interest recovered from the tenant that relates to the seller's period of ownership within five business days of receipt of cleared funds.
- G23.7 If a rent review is agreed or determined before completion but the increased rent and any interest recoverable from the tenant has not been received by completion the increased rent and any interest recoverable is to be treated as arrears.
- G23.8 The seller and the buyer are to bear their own costs in relation to rent review negotiations and proceedings.
- G24. Tenancy renewals**
- G24.1 This condition G24 applies where the tenant under a tenancy has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- G24.2 Where practicable, without exposing the seller to liability or penalty, the seller must not without the written consent of the buyer (which the buyer must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- G24.3 If the seller receives a notice the seller must send a copy to the buyer within five business days and act as the buyer reasonably directs in relation to it.
- G24.4 Following completion the buyer must:
- (a) with the co-operation of the seller take immediate steps to substitute itself as a party to any proceedings;
  - (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the tenancy and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
  - (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed tenancy) account to the seller for the part of that increase that relates to the seller's period of ownership of the lot within five business days of receipt of cleared funds.
- G24.5 The seller and the buyer are to bear their own costs in relation to the renewal of the tenancy and any proceedings relating to this.
- G25. Warranties**
- G25.1 Available warranties are listed in the special conditions.
- G25.2 Where a warranty is assignable the seller must:
- (a) on completion assign it to the buyer and give notice of assignment to the person who gave the warranty; and
  - (b) apply for (and the seller and the buyer must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by completion the warranty must be assigned within five business days after the consent has been obtained.
- G25.3 If a warranty is not assignable the seller must after completion:
- (a) hold the warranty on trust for the buyer; and
  - (b) at the buyer's cost comply with such of the lawful instructions of the buyer in relation to the warranty as do not place the seller in breach of its terms or expose the seller to any liability or penalty.
- G26. No assignment**
- The buyer must not assign, mortgage or otherwise transfer or part with the whole or any part of the buyer's interest under this contract.
- G27. Registration at the Land Registry**
- G27.1 This condition G27.1 applies where the lot is leasehold and its sale either triggers first registration or is a registrable disposition. The buyer must at its own expense and as soon as practicable:
- (a) procure that it becomes registered at Land Registry as proprietor of the lot;
  - (b) procure that all rights granted and reserved by the lease under which the lot is held are properly noted against the affected titles; and
  - (c) provide the seller with an official copy of the register relating to such lease showing itself registered as proprietor.
- G27.2 This condition G27.2 applies where the lot comprises part of a registered title. The buyer must at its own expense and as soon as practicable:
- (a) apply for registration of the transfer;
  - (b) provide the seller with an official copy and title plan for the buyer's new title; and
  - (c) join in any representations the seller may properly make to Land Registry relating to the application.
- G28. Notices and other communications**
- G28.1 All communications, including notices, must be in writing. Communication to or by the seller or the buyer may be given to or by their conveyancers.
- G28.2 A communication may be relied on if:
- (a) delivered by hand; or
  - (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
  - (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the sale memorandum) by a postal service that offers normally to deliver mail the next following business day.
- G28.3 A communication is to be treated as received:
- (a) when delivered, if delivered by hand; or
  - (b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a business day a communication is to be treated as received on the next business day.
- G28.4 A communication sent by a postal service that offers normally to deliver mail the next following business day will be treated as received on the second business day after it has been posted.
- G29. Contracts**
- (Rights of Third Parties) Act 1999 No one is intended to have any benefit under the contract pursuant to the Contract (Rights of Third Parties) Act 1999.

## Extra General Conditions

Applicable for all lots where the Common Auction Conditions apply.

- 1. The Deposit**
  - 1.1 General Conditions A5.5a shall be deemed to be deleted and replaced by the following: A5.5a. The Deposit:
    - a) must be paid to the auctioneers by cheque or bankers draft drawn on a UK clearing bank or building society (or by such other means of payment as they may accept)
    - b) is to be held as stakeholder save to the extent of the auctioneers' fees and expenses which part of the deposit shall be held as agents for the seller
- 2. Buyer's Administration Charge**
  - 2.1 Should your bid be successful you will be liable to pay a Buyer's Administration Charge of £400 plus VAT upon exchange of contracts to the Auctioneer.
- 3. Extra Auction Conduct Conditions**
  - 3.1 Despite any special condition to the contrary the minimum deposit we accept is £2,000 (or the total price, if less). A special condition may, however, require a higher minimum deposit.

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**(formerly Ramada Jarvis)**  
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## Next auction

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