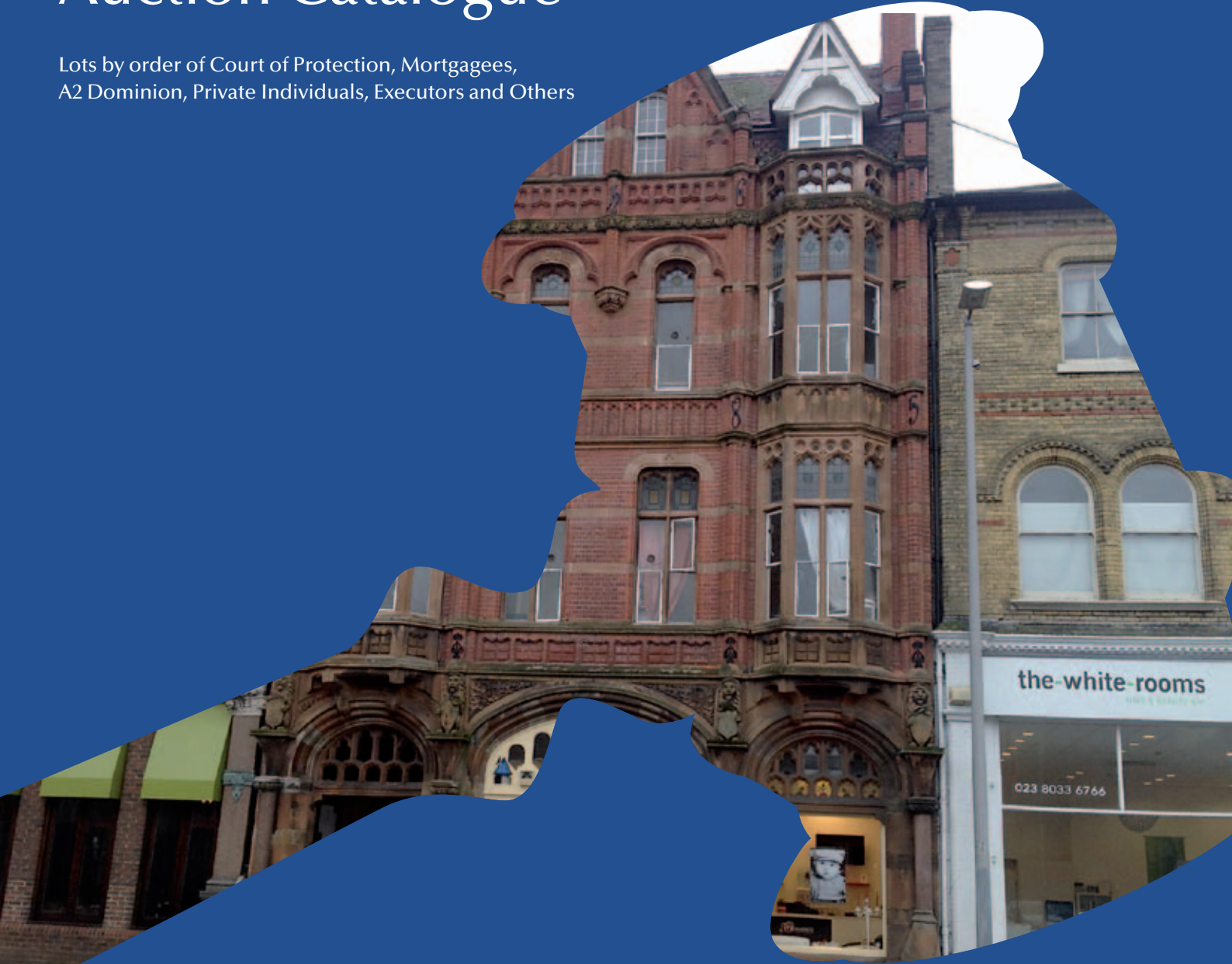


# Auction Catalogue

Lots by order of Court of Protection, Mortgagees,  
A2 Dominion, Private Individuals, Executors and Others



Public Auction to be held at:

## Doubletree By Hilton

(formerly Ramada Jarvis)

2-8 Hanger Lane, Ealing, London W5 3HN  
on Wednesday 19th February 2014 at 12 noon

Brendons Auctioneers Ltd  
t: 08456 52 52 51 f: 0208 810 4862  
e: [auctioneers@brendons.co.uk](mailto:auctioneers@brendons.co.uk)  
w: [www.brendonsauctioneers.co.uk](http://www.brendonsauctioneers.co.uk)

AUCTIONEER:

PHILLIP ARNOLD

MRICS CEM CREA FNAEA FNAVA

# Comment from the Auctioneer



**Phillip Arnold MRICS CEM CREM  
FNAEA FNAVA**  
Auctioneer & Managing Partner  
(E) [philliparnold@brendons.co.uk](mailto:philliparnold@brendons.co.uk)  
DDI: 0208 810 3890

Happy New Year to you all and welcome to Brendons Auctioneers first auction of 2014 at our regular venue of the Doubletree by Hilton Hotel, Ealing Common W5, starting as usual at 12 noon.

We are delighted to report a successful year last year, ending in an exciting auction in December that saw outstanding prices being achieved on some of our more unusual properties on offer outside of the London area, and providing us with an impressive 81% average success rate across our six auctions in 2013.

Our catalogue for our first auction of 2014 will hopefully warm you up in these bleak winter months with a couple of prime auction properties on offer – one a sizeable mixed commercial and residential lot on behalf of A2 Dominion Housing and the other a semi-detached house in Rainham in need of complete refurbishment throughout that is being offered by the Court of Protection. We also have an interesting site with planning permission on our doorstep in Ealing that has already attracted a great deal of attention.

We hope you will enjoy browsing through our lots and look forward to seeing you on 19th February.

Good luck with your bidding.



**Julie Gooding**  
Head of Sales & Marketing  
(E) [juliegooding@brendons.co.uk](mailto:juliegooding@brendons.co.uk)  
DDI: 0208 810 3891



**Mark Ronaldson**  
Auctioneer & Head of Business  
Development  
[markronaldson@brendons.co.uk](mailto:markronaldson@brendons.co.uk)  
DDI: 0208 810 3892

# 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 £300 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.

---

## 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 £300 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

183 South Ealing Road, Ealing,  
London W5 4RH

**GUIDE PRICE: £50,000**



### VIRTUAL FREEHOLD INVESTMENT OPPORTUNITY

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

This ground floor lock-up shop unit is being sold as an investment opportunity and is currently let to Metrolet Ltd and its proprietor at a current rent of £6,500 pa. The lease commenced on the 25 June 2009 for a term of 10 years with rent reviews due on 25/12/2013 and 24/6/2017. The property is held on a full repairing and insuring lease and is being sold with the benefit of the on-going income. South Ealing Road is a popular commercial location surrounded predominately by residential roads and consists of a number of local traders and South Ealing Piccadilly Line tube station. The M4 motorway with access to Heathrow London Airport is also close at hand.

#### ACCOMMODATION

Total shop area, including storage area and WC: 90.7 sq m (measurement taken from VOA website)

#### TENURE

Leasehold – 999 years from 29/9/1999  
Ground rent: Peppercorn

#### LOCAL AUTHORITY & TAX RATING

London Borough of Ealing 020 8825 5000  
Rateable Value: £14,250

#### VIEWING TIME

At the discretion of the tenant

## Lot 2

17 Bay Court, Popes Lane,  
Ealing W5 4NE

**GUIDE PRICE: £250,000**



### TWO BEDROOM FLAT WITH INVESTMENT INCOME

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

This first floor purpose built flat forms part of a purpose-built block situated on the corner of Elderberry Avenue and Popes Lane. South Ealing with its local shops and station, as well as Acton Town, are both within walking distance and Ealing Broadway is approximately 2 miles to the north. The property offers two bedroom accommodation with living room, kitchen and bathroom. The block also benefits from a security entry phone system and allocated parking space. The property has been let on an Assured Shorthold basis at £1,000 pcm (£12,000 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 one, bedroom two, living room, kitchen, bathroom (please note this property has not been inspected internally by the Auctioneers).

#### TENURE

Leasehold – 99 years from 25th December 1987  
Ground Rent: £110 pa

#### LOCAL AUTHORITY & TAX RATING

London Borough of Ealing  
Council Tax Band: D

#### VIEWING TIMES

By appointment through the Auctioneers

#### JOINT AUCTIONEERS

Woodend Estates, 1 Byron Parade, Uxbridge  
Road, Hillingdon, Middlesex, UB10 0LZ, 020  
8573 7200



## Lot 3

### Land Rear Of 2 Nags Head Road, Enfield, Middlesex EN3 7AJ

**GUIDE PRICE: £35,000**



#### FREEHOLD VACANT PARCEL OF LAND

This enclosed area of land is situated to the rear of 2 Nags Head Road and is predominately rectangular in shape. The site is clear and may offer scope for development or other uses subject to obtaining any necessary planning consent that may be required from the Local Authority. The site is sold with the benefit of full vacant possession and all intended purchasers should make their own enquiries as to any usage. Nags Head Road is situated off the A1010 within easy reach of shopping and travel facilities. There is a selection of superstores nearby and good road links serve the area including the A406 North Circular Road and the M25 Motorway.

#### ACCOMMODATION

Site area: approx 850 sq ft

#### TENURE

Freehold

#### LOCAL AUTHORITY

London Borough of Enfield 020 8379 1000

#### VIEWING TIMES

Open site for inspection at any time. All prospective purchasers are asked to be courteous to any neighbours when looking at the site.

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

## Lot 4

### 58 Crowland Avenue, Hayes, Middlesex UB3 4JP

**GUIDE PRICE: £275,000**



#### FREEHOLD SEMI DETACHED HOUSE ARRANGED AS TWO SELF-CONTAINED FLATS

This semi-detached dwelling is arranged as two self-contained flats that have been let on Assured Shorthold Tenancies over recent years although the property will be sold with full vacant possession. Both of the flats offer one bedroom accommodation and there is ample off-street parking to the front and potential garage space to the rear. The property is double glazed and has gas-fired central heating and may offer scope to reconvert into a family dwelling or of course as an on-going investment opportunity. Crowland Avenue is situated between Cranford Drive and Station Road being within easy access of Heathrow London Airport, M25 and M4 motorways as well as Hayes Mainline Station that connects into London Paddington or the west.

#### ACCOMMODATION

Ground floor flat consisting of entrance hall, living room, kitchen/breakfast room, inner hallway, bathroom, bedroom, garden

First floor flat consisting of entrance hall, landing, living room, kitchen, bedroom, bathroom

#### TENURE

Freehold

#### LOCAL AUTHORITY & TAX RATING

London Borough of Hillingdon 01895 250111

Council Tax Band: 58a: B 58: C

#### VIEWING TIMES

3/2, 6/2, 11/2, 13/2 – all at 11am

#### JOINT AUCTIONEERS

Town & Country Let, The Cinema Room, Chiltlee Manor House, Chiltlee Manor, Haslemere Road, Liphook, GU30 7AZ, 01428 608747



STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN



## Lot 5

By Order Of The Court Of Protection

### 6 High Elms, Rainham, Gillingham, Kent ME8 7DJ

**GUIDE PRICE: £180,000**



#### EXTENDED SEMI DETACHED HOUSE WITH GARAGE IN NEED OF MODERNISATION THROUGHOUT

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

This extended semi-detached house with garage benefits from double glazing throughout, but is in need of complete refurbishment and currently offers three bedroom accommodation. The property is situated on the south of High Elms backing immediately on to Cozonto Park within this pleasant and popular Cul-de-Sac with public transport links including a main line railway service from Rainham station. Potential exists to further extend the property at ground floor level to encompass the garage and/or extend the property at first floor level over the extension all subject to receiving the necessary consents. The property is being sold with the benefit of full vacant possession and will be of interest to investment purchasers, builders and owner/occupiers.

#### ACCOMMODATION

First Floor: Three bedrooms, bathroom with WC  
Ground Floor: Hall, kitchen, cloakroom/WC, extended reception room.  
Outside: Front garden (60' approx) with driveway to garage. Rear garden.

#### LOCAL AUTHORITY & TAX RATING

Medway Council 01634 306000  
Council Tax Band: D

#### VIEWING TIMES

6/2 & 13/2 – both at 10am

#### NOTE

The Special Conditions of Sale provide that the purchaser is to pay an additional sum of 1.25% + VAT of the purchase price towards the vendor's expenses.

## Lot 6

### 250a Church Lane, Kingsbury, London NW9 8SL

**GUIDE PRICE: £150,000**



#### SPACIOUS THREE BEDROOM SPLIT LEVEL MAISONETTE IDEAL FOR INVESTMENT

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

This first and second floor split level maisonette benefits from double glazed windows and gas-fired central heating although it is in need of some updating throughout. The property offers an ideal investment opportunity and is being sold with the benefit of full vacant possession. Church Lane is a popular location that connects Kingsbury through to Wembley being within easy reach of the A406 North Circular Road and M1 motorways. Kingsbury, Neasden or Wembley Park Stations are also within easy reach and regular bus services run along Church Lane.

#### ACCOMMODATION

Stairs to first floor level from rear, own front door to entrance hall, kitchen, living room, second floor landing, bedroom one, bedroom two, bedroom three, bathroom/WC, small terrace to the front

#### TENURE

Leasehold

#### LOCAL AUTHORITY & TAX RATING

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

#### VIEWING TIMES

By appointment through the Auctioneers

#### JOINT AUCTIONEERS

Hoopers Estate Agents, 258  
Neasden Lane, Neasden, London,  
NW10 0AA, 0208 450 1633



# Lot 7

## Site at 38c Mount Avenue, Ealing, London W5 2QJ

**GUIDE PRICE: £650,000**



### FREEHOLD DEVELOPMENT SITE IN PRIME LOCATION WITH PLANNING GRANTED FOR A FOUR BEDROOM HOUSE

This development site is situated in one of the area's most popular roads within walking distance of Hanger Hill Park and within easy reach of Ealing Broadway and Hanger Lane train stations. The site measures approximately 597 sq m (0.147 acres) and has been granted planning permission under Ref PP/2013/1206 for the construction of a two storey four bedroom detached dwelling with provision of car parking. The site currently consists of a dilapidated former Doctor's surgery and is being sold with the benefit of full vacant possession. Plans are available for inspection at the offices of the Auctioneers.

#### LOCATION

Mount Avenue is one of the areas most popular roads being situated on the edge of the highly regarded Greystoke Estate. Hanger Hill Park is within a short walk and popular local schools are nearby including

Montpelier. Hanger Lane and Ealing Broadway stations are both within one mile and good road links include the A406 North Circular Road and the A40 Western Avenue.

#### ACCOMMODATION

Site area: approx 597 sq m (0.147 acres)

#### TENURE

Freehold

#### LOCAL AUTHORITY & TAX RATING

London Borough of Ealing 020 8825 5000

#### VIEWING TIMES

Open site for inspection at any time. However as this site is located at the rear of other residential dwellings we would ask that all intending purchaser be courteous to neighbours.



STARTING BID

NOTES

SOLD   UNSOLD   SOLD PRIOR   WITHDRAWN

FINAL BID



## Lot 8

8 Southall Lane, Cranford,  
Middlesex TW5 9WD

**GUIDE PRICE: £240,000**



**CHALET STYLE SEMI DETACHED HOUSE ON  
LARGE PLOT WITH DEVELOPMENT POTENTIAL**

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

This spacious three bedroom chalet-style semi-detached house is set back from Southall Lane and occupies a particularly spacious plot measuring approximately 544 sq m (0.134 acres). The existing house benefits from double-glazing and gas-fired central heating and is presented in reasonable order although it would benefit from some updating throughout. In our opinion there is scope for development by way of further extension or possibly the erection of a further unit subject to obtaining any necessary planning consent that may be required. The property has off-street parking and is being sold with the benefit of full vacant possession. The house is located within easy reach of the Hayes By-Pass, A40 and M40 road links and house will be of interest to owner/occupiers, investment purchasers and developers.

### ACCOMMODATION

Porch, entrance hall, living room, dining room, kitchen, cloakroom, first floor landing, bedroom one, bedroom two, bedroom three, bathroom, spacious garden to rear and off street parking to side.

### TENURE

Freehold

### LOCAL AUTHORITY & TAX RATING

London Borough of Hounslow 020 8583 2000  
Council Tax Band: D

### VIEWING TIMES

6/2, 11/2, 13/2 – all at 10am

## Lot 9

By Order of the Mortgagees

93a Orchard Avenue, Croydon,  
Surrey CR0 7NF

**GUIDE PRICE: £30,000**



**FREEHOLD TWO FLOOR ANNEXE**

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

This two storey annexe offers two bedroom accommodation with open plan reception room to kitchen area and own part of front driveway. The property is situated on the west side of Orchard Avenue close to the junction of Tower View about 3 miles to the east of Croydon town centre with its wide range of shopping, recreational and transport amenities.

### ACCOMMODATION

First Floor: Two bedrooms, shower room/WC.

Ground Floor: Reception room with open plan kitchen.

Outside: Front hardstanding.

### LOCAL AUTHORITY

London Borough of Croydon. Tel: 020 8726 6000

### NOTE

1. The Seller cannot confirm that the necessary planning permission or building regulation consent were obtained for the Property and the Buyer shall be deemed to have made all necessary enquiries. Refer to the Special Conditions of Sale (Clause 25).

2. There is an increased buyer's fee of £625 + VAT applicable to this lot

### VIEWING TIMES

By appointment through the Auctioneers



rates from  
**0.75%**

## Market leading finance to grow your portfolio

With 24 hour funding available you can bid in confidence knowing finance will be available in time for completion

Landlord &  
Letting Awards

Winner  
2013-14



Scott Hendry  
07778 150 845



Paul Hughes  
07903 560 742



Jan Gallagher  
07946 891 349



Laura Morgan  
07714 316 568

working in  
association  
with

 Essential  
INFORMATION GROUP



## Lot 10

By Order Of The Mortgagees

### Unit 5, Esprit, 17 Asheridge Road, Chesham, Buckinghamshire HP5 2PY

**GUIDE PRICE: £95,000**



#### FREEHOLD VACANT THREE FLOOR END OF TERRACE OFFICE WITH POTENTIAL

This end of terrace building comprises approximately 930 sq ft of office space arranged over three floors and comes with one parking space. Situated on the north side of Asheridge Road close to the junction of Bevan Hill within a predominantly residential location approximately 1 mile distant from Chesham (Metropolitan Line) Underground station (direct access into central London) and the pedestrianised High Street. Good road communications link with the M25, M40 and M1 motorways. The property benefits from air conditioning, perimeter trunking, entry phone system, double glazed, security alarm and dedicated private entrances with ground floor rear door to covered hardstanding. The property will be of interest to investment buyers and owner-traders, as well as developers as it is understood a Planning Application and Prior Notification have been submitted to the local planning authority for change of use to residential although interested parties must rely upon their own enquiries.

#### ACCOMMODATION

Second Floor: 380 sq ft (35.3 sq m)  
First Floor: 439 sq ft (40.8 sq m)  
Ground Floor: 135 sq ft (12.5 sq m) plus WC.  
Outside: Rear covered hardstanding  
Outside: One parking space

#### LOCAL AUTHORITY & TAX RATING

Chiltern District Council: 01494 729000  
Rateable Value: £12,250

#### NOTE

There is an increased buyer's fee of £625+VAT applicable to this lot

#### VIEWING TIMES

By appointment through the Auctioneers

STARTING BID

FINAL BID

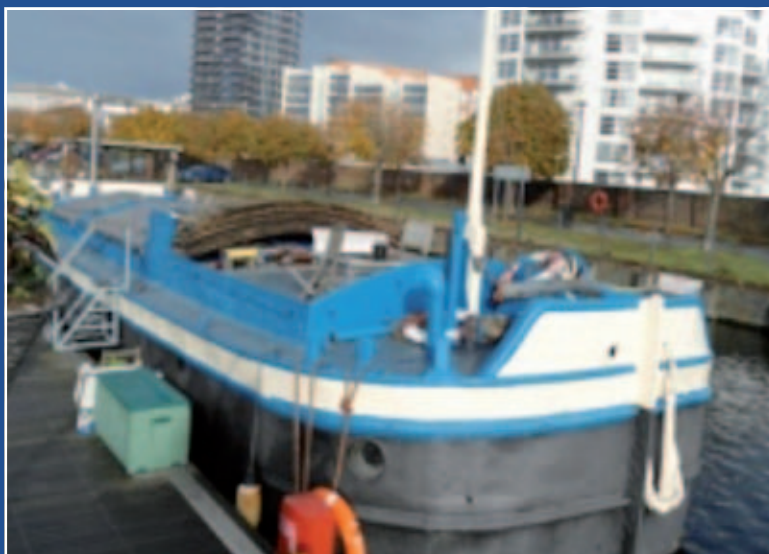
NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

## Lot 11

### Beecliffe, Poplar Dock Marina, Canary Wharf E14 5SH

**GUIDE PRICE: £175,000**



#### FOUR BEDROOM HOUSEBOAT IN PRIME DOCKLAND LOCATION

This 62' Humber keel houseboat offers four bedroom accommodation and is located at Poplar Dock Marina 5 minutes away from Canary Wharf. We are informed that boat was a former sailing barge built in 1925 and has been cleverly converted to provide spacious and contemporary living accommodation with ample storage whilst retaining many of its original features. The houseboat benefits from central heating, new wooden floors and a large sun deck. We are also informed that it has a fully working engine that has been regularly serviced and we also understand that it benefits from full residential mooring rights and a parking space. Please note this lot has not been inspected by the Auctioneers.

#### ACCOMMODATION

Open plan living room, wooden staircase down to gallery kitchen, bedroom one with en-suite, bedroom two, bedroom three with en-suite, bedroom four, bathroom, utility room, engine room

#### BOAT SPECIFICATIONS

Humber Keel, steel hull  
Length: 18.79m (61'82") Beam: 4.77m (15'8")  
Total area: 89.75 sq m (966 sq ft)

#### VIEWING TIMES

By appointment through the Auctioneers

STARTING BID

FINAL BID

NOTES

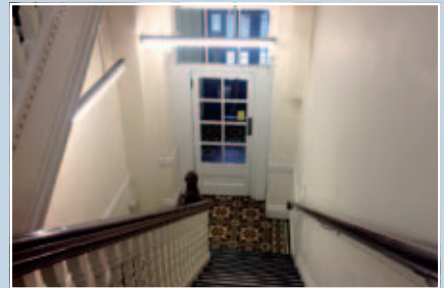
SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN



# Lot 12

By Order of A2 Dominion

## 125 High Street, Southampton SO14 2AA GUIDE PRICE: £640,000



### ATTRACTIVE CITY CENTRE BUILDING COMPRISING COMMERCIAL INVESTMENT AND 7 VACANT RESIDENTIAL FLATS

This attractive terraced building situated within Southampton city centre currently consists of a commercial premises to ground floor and basement that we understand is currently let on a 6 year lease for £25,000 pa. We understand that the lease is on a full repairing and insuring basis and that there is a rent review on the 3rd anniversary. The lease commenced on 4/10/2012 and is let to a hairdressers. The upper floors consist of 7 self-contained flats that comprise of 3 x two bedroom units, 2 x one bedroom units and 2 x studio units. The local authority planning register indicates that planning was granted for the conversion of the above parts into these dwellings under Ref 971308/EL. The flats are presented mainly in good order throughout and all consist of electric heating and are separately metered in this regard. The building maintains a number of its original style features inclusive of

an internal light well and will be of interest to investment purchasers. High Street is located within the city centre, a short stroll from the ferry terminal as well as all of the major shopping facilities and local travel connections. The upper parts also benefit from a security entry phone system and the property is being sold with the benefit of the lease to the commercial part and vacant possession of the uppers.

#### ACCOMMODATION

**Shop premises** occupying ground floor and basement: 2795 sq ft in total

Upper parts: communal areas and:

**Flat 1** first floor rear comprising 2 bedrooms, living room, kitchen, bathroom

**Flat 2** first floor front studio flat

**Flat 3** first floor front comprising 1 bedroom accommodation (not inspected by the Auctioneers)

**Flat 4** second floor rear comprising 2 bedrooms, living room, kitchen, bathroom

**Flat 5** second floor front comprising 1 bedroom accommodation (not inspected by the Auctioneers)

**Flat 6** second floor front studio flat – this flat does not some updating

**Flat 7** split level second and third floor attic flat comprising 2 bedroom accommodation with living room, kitchen and bathroom and 2 small balconies overlooking the city centre and distant seafront

#### TENURE

Freehold

#### LOCAL AUTHORITY & TAX RATING

Southampton City Council

Commercial premises – Rateable Value: £22,000

Council Tax Band: all flats are rated A

A

#### VIEWING TIMES

7/2 & 14/2 – both at 10.30am

#### NOTE

1. The special conditions of sale provide that the purchaser is to pay an additional sum of 1.25% + VAT of the purchase price towards the vendor's expenses.

2. This lot will not be sold prior to auction.

STARTING BID

NOTES

SOLD    UNSOLD    SOLD PRIOR    WITHDRAWN

FINAL BID

we are  
**auction  
specialists**



**call us**  
**0121 6097 240**  
or e-mail us: [info@averyknights.com](mailto:info@averyknights.com)

- ⦿ Residential & Commercial Conveyancing
- ⦿ Fast & Simple Completion Times (Auction Conditions)
- ⦿ Bridging / Prime / Sub-Prime (All types of Financing covered)
- ⦿ Nationwide Services Covered (No need to travel to our offices)
- ⦿ Competitive Pricing (from £650+VAT)
- ⦿ Pre-Purchase Reviews (from £250+VAT)
- ⦿ 99% Satisfaction Rating

**Phone**

**0121 6097 240**

**E-mail**

**[info@averyknights.com](mailto:info@averyknights.com)**

**Website**

**[www.averyknights.com](http://www.averyknights.com)**

Avery Knights Solicitors Ltd, West Midlands House, Gipsy Lane,  
Willenhall, West Midlands WV13 2HA

## Lot 13

40–46 High Street, Long Eaton,  
Nottinghamshire NG10 1LN

**GUIDE PRICE: £250,000**



### TRIPLE HIGH STREET RETAIL OUTLET WITH UPPERS

This two storey mid terrace commercial property of about 6,500 sq ft arranged as a triple fronted ground floor shop unit with ancillary accommodation above is located within a prime High Street position within the pedestrianised retail thoroughfare of the main town centre. The property benefits from 7 parking spaces, a goods lift and a loading area to the rear. Found on the north side of High Street where other nearby traders include Phones 4 U, Clintons, W H Smith, Ryman, Boots and immediately adjacent to both Ladbroke's and Peacocks. Long Eaton is a market town situated approximately 8 miles south-west of Nottingham city centre with Long Eaton main line railway station about 1.5 miles distant and easy vehicular access to the M1 Motorway (junctions 24 and 25). Offered with the benefit of full vacant possession.

#### ACCOMMODATION

Gross Frontage: 52'6" (16m).

Internal Width: 51' (15.5m).

First Floor: Ancillary area 3176 sq ft (295 sq m).

Ground Floor: Sales area 3367 sq ft (312.79 sq m).

Outside: Rear parking spaces for 7 vehicles and loading area.

**NOTE** The property has previously been let at £72,500 pa and has an ERV of £80,000 pa

**TENURE** Freehold

#### LOCAL AUTHORITY & TAX RATING

Erewash Borough Council: 0115 907 2244

Rateable Value: 72,500

**VIEWING TIMES** By appointment through the Auctioneers

#### JOINT AUCTIONEERS

Brendons Commercial, 104 Pitshanger Lane, Ealing, W5 1QX, 020 8998 7748

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

## Lot 14

11 Stafford House, Coopers  
Road, London SE1 5JB

**GUIDE PRICE: £130,000**



### ONE BEDROOM FLAT WITH INVESTMENT INCOME

This first floor self-contained flat which offers one bedroom accommodation is found within a two storey detached purpose-built block on the west side of Coopers Road which itself runs between Old Kent Road (A2) and Rolls Road within this predominantly residential location to the north of Burgess Park. The Old Kent Road provides a road link toward the City, as well as a host for a local shopping facilities. Underground services run from Elephant & Castle and Borough stations, with a main line running from South Bermondsey station. Let on a Periodic Assured Shorthold Tenancy (12 month AST from 16.2.2012) at a current rent of £845pcm (£10,140pa) with negotiations underway for an increase to £895pm (£10,740pa) although the ERV in the current market is thought to be circa £1,000pm (£12,000pa). The property is being sold with the investment income and will be of interest to investors.

#### ACCOMMODATION

Entrance hall, one bedroom, reception room, kitchen, bathroom and WC.

#### TENURE

Leasehold

#### LOCAL AUTHORITY & TAX RATING

London Borough of Southwark 020 7525 5000

Council Tax Band: A

#### VIEWING TIMES

By appointment with the Auctioneers

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN



# Lot 15-23

The right is reserved to offer as one lot

## Flats 1-9, 129-135 Oxford Road, Reading, Berkshire RG1 7UU

**GUIDE PRICE: £90,000+ FOR EACH 1 BEDROOM FLAT**  
**£80,000+ FOR STUDIO FLAT**



### NINE SELF-CONTAINED FLATS (8 x 1 BEDS AND 1 x STUDIO)

This residential upper part comprises nine fully modernised self-contained flats arranged over the first & second floors of this mid-terraced building with separate rear access to five flats (three flats having their own separate access) all of which can also be accessed via the communal front door. The flats have been modernised to good standard with double glazed windows, electric heating, entry phone system, fitted kitchens and modern bathrooms (nothing tested). The flats are all being sold with the benefit of vacant possession and will be of interest to investors and owner occupiers.

Situated on the south side of Oxford Road between Waylen Street and Russell Street. This popular location is within half a mile of Reading Town centre with the many shopping and recreational pursuits it affords within the Oracle,

Harris Parade and Broad Street Mall to name but three. Also within half a mile are Reading and Reading west mainline stations.

#### ACCOMMODATION

Eight Flats each comprise: One bedroom, reception room with open plan kitchen, bathroom/WC. One flat comprises: Studio room with open plan kitchenette, bathroom/WC.

#### SCHEDULE

- Flat 1:** Second Floor: One Bedroom.
- Flat 2:** First Floor: One Bedroom.
- Flat 3:** First Floor: One Bedroom.
- Flat 4:** First Floor: Studio Flat.
- Flat 5:** First Floor: One Bedroom (Separate rear access).
- Flat 6:** First Floor: One Bedroom (Separate rear access).
- Flat 7:** Second Floor: One Bedroom (Separate rear access).
- Flat 8:** Second Floor: One Bedroom.
- Flat 9:** Second Floor: One Bedroom.

#### TENURE

Leasehold. Each flat to be sold on a new lease from completion

#### LOCAL AUTHORITY & TAX RATING

Reading Council: 0118937 3737  
Council Tax Band (each flat): B

#### VIEWING TIMES

By appointment through the Auctioneers

STARTING BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

FINAL BID

## Lot 24

### 40a, 40b & 41 Oldfields Circus, Northolt, Middlesex UB5 4RR GUIDE PRICE: £430,000 PLUS



#### MIXED COMMERCIAL/RESIDENTIAL INVESTMENT

This three storey terraced building consists of a ground lock up shop (A5 Use) with rear access let on a 15 year lease from 20th December 2013 at a rent of £16,000pa (subject to 2 month rent free period and 5 year rent reviews) together with two self-contained flats above both benefitting from independent rear entrance. The second floor 2 bedroom flat is let on an AST for a term of 6 months at a current rent of £950 pm (£11,400 pa – with indications of current ERV circa £1,100pm). The first floor flat sold off on a long lease for a term of 125 years from 12/2/92 at a ground rent of £100 pa (rising). Found to the south of Whitton Avenue West (A4090) on the east side of Oldfields Circus overlooking the roundabout within a busy secondary parade which includes other traders such as Costcutter, Post Office, Boots pharmacy, and Ladbroke's.

#### ACCOMMODATION

Shop: Frontage 20' with a depth of 36', rear lobby area with door to rear access, separate WC and external under-stair storage.

Total GIA approximately 748 sq ft (69.5 sq m).

Second floor flat: Separate rear access to 2 bedrooms, reception room, kitchen, bathroom/WC. Potential exists to extend the accommodation into the loft space subject to receiving all necessary consents.

**TENURE** Freehold

#### LOCAL AUTHORITY & TAX RATING

London Borough of Ealing. Tel: 020 8825 5000

Rateable Value for shop: £13,500

Council Tax Band for flat (A): C & flat (B): B

**VENDOR'S SOLICITORS** Singh Karran & Co., 480 Great West Road, Hounslow, Middlesex TW5 0TA. 020 8 572 2286

**VIEWING TIMES** By appointment through the Auctioneers

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

## Lot 25

By Order Of The Executors

### 67 Ferrymead Avenue, Greenford, Middlesex UB6 9TL GUIDE PRICE: £300,000 PLUS



#### DETACHED BUNGALOW ON CORNER PLOT WITH DEVELOPMENT POTENTIAL

This two bedroom detached bungalow occupies a corner plot measuring approximately 212 sq m (0.05 acres). The existing house benefits from double-glazing and gas-fired central heating and is presented in reasonable order although it would benefit from some updating throughout. In our opinion there is scope for development by way of loft extension and/or rear extension and possibly the conversion into a number of self-contained flats subject to obtaining any necessary planning consent that may be required. The property is found fronting onto Eastmead Avenue at the junction of Ferrymead Avenue within the popular Westridge Estate close to the open expanse of Marnham Fields. Good road links include the A40 Western Avenue giving direct access into the City and out to the National Motorway network. Local shops and bus routes are within walking distance. The property is being sold with the benefit of full vacant possession and will be of interest to owner/occupiers, investment purchasers and developers.

#### ACCOMMODATION

Entrance hall, through reception room, kitchen, bedroom one, bedroom two, bathroom, cloakroom/WC.

Outside: Front garden. Spacious rear garden with side access and potential for a garage.

#### TENURE

Freehold

#### LOCAL AUTHORITY & TAX RATING

Ealing Council. Tel: 020 8825 5000

Council Tax Band: E

#### JOINT AGENTS

Mantons Property Services, 1000 Great West Road, Brentford, TW8 9HH. Tel: 020 3318 7277



STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN



# Arthur Marsh Insurance Brokers

**Profitable property owning can be hard to achieve and a poorly handled or declined claim can prove financially disastrous. That is why good advice, strong cover and support when it is needed most remains invaluable.**

From buy to let flats to large commercial portfolios and developments, Arthur Marsh has access to a wide range of insurance options. When coupled with our guidance on the cover needed, efficient service, competitive premiums and continuous support, this gives property owners true peace of mind.

At Arthur Marsh we help people to protect themselves from the risks that life and business can pose. Backed by the products available to the wider CCV (Cullum Capital Ventures) group of companies, we offer an ideal combination of:

- Good advice
- Expert analysis
- Comprehensive insurance products
- Competitive premiums
- Clear guidance and continuing support

## **Protection, not just competitive prices**

For most UK Property Owners, the insurance options are vast. Whether it is a single buy to let residence or a commercial portfolio of warehouses and shops, there exists a considerable range of insurers and cover options. With such an array of choices available, the final decision is often made based on cost (premium level) and that is where the problems can begin. Ask yourself...

- Are you sure that you have the strongest cover available to you?
- How accurate are your sums insured and will you find yourself out of pocket in the event of a claim?
- Do your insurers truly understand the nature of your tenants and the occupancy of your property?
- Does your Broker provide support in communicating with your tenants?
- When taking time to analyse things, many find that the price is competitive but the cover and backup service could be improved. This is where we come in.

## **A broad range of services**

Property owning insurance covers a large range of risks. Some of the examples of the assistance available include:

- Buy to let and landlord's insurance;
- Property portfolios
- Property developers and builders
- Resident's associations

To find out more, contact me, **Colin Matthews**, on **01895 458074**, or by e-mail **[cmatthews@insurance-am.com](mailto:cmatthews@insurance-am.com)**

Ground Floor, Unit 5, Grand Union Office Park,  
Packet Boat Lane, Uxbridge, UB8 2GH

**[www.insurance-am.com](http://www.insurance-am.com)**





# Next auction

Now taking instructions for our next auction on 9th April 2014  
being held at Doubletree By Hilton (formerly Ramada Jarvis)

For a free no obligation market appraisal please contact:

Phillip Arnold MRICS CEM CREM FNAEA FNAVA, Auctioneer & Managing Partner

(E) [philliparnold@brendons.co.uk](mailto:philliparnold@brendons.co.uk)

Or

Mark Ronaldson, Auctioneer & Head of Business Development

(E) [markronaldson@brendons.co.uk](mailto:markronaldson@brendons.co.uk)



Brendons Auctioneers Ltd

Royal Chambers

104 Pitshanger Lane

Ealing

London W5 1QX

(T) 08456 52 52 51

(F) 0208 810 4862

## 2014 Auction Calendar

Wednesday, 19th February 2014

Wednesday, 9th April 2014

Tuesday, 3rd June 2014

Wednesday, 23rd July 2014

Tuesday, 23rd September 2014

Thursday, 20th November 2014

Wednesday, 17th December 2014

Please complete in **BLOCK CAPITALS**

### Your bid

Please select your method of bidding:

Proxy  Telephone

Date of auction: \_\_\_\_\_ Lot number: \_\_\_\_\_

Address of lot: \_\_\_\_\_

Maximum bid price  
(this is not necessary if you supply a blank cheque)

£ \_\_\_\_\_

In words \_\_\_\_\_

### Bidder contact details

Full name \_\_\_\_\_

Address \_\_\_\_\_

Post code \_\_\_\_\_

Email \_\_\_\_\_

Day tel no: \_\_\_\_\_

Evening tel no: \_\_\_\_\_

Mobile no: \_\_\_\_\_

Which telephone number would you like us to contact you on if you wish to make a telephone bid?

Day  Evening  Mobile

### Identification

Please supply a copy of either your passport or driving licence as well as a utility bill showing your current home address

### Payment

I enclose a cheque payable to Brendons for 10% deposit of my maximum bid, subject to a minimum of £2,000 (in the case of a telephone bid, a pre-signed blank cheque may be submitted instead.)

£ enclosed within \_\_\_\_\_

I also enclose a separate cheque for £300.00 +VAT, payable to Brendons, in payment of the Auction Administration Fee.

I instruct and authorise Brendons to bid on my behalf in accordance with the terms and conditions.

I understand that should my bid be successful the offer, the offer will be binding upon me and that I will be legally bound by the applicable Conditions of Sale and any addendums applicable to the property and by the terms of the Notices to Prospective Buyers.

Brendons will bid on my behalf if required, taking my instructions in this respect on the telephone when the relevant lot is being sold at auction.

I authorise you to record such bidding and instructions in order to avoid any doubts and disputes.

### Details for completion of sale memorandum

Full name, address and telephone number of the buyer (this is the person, firm or company who is intended to be the owner of the property)

Full name \_\_\_\_\_

Address \_\_\_\_\_

Post code \_\_\_\_\_

Tel no \_\_\_\_\_

Fax no \_\_\_\_\_

Email \_\_\_\_\_

### Buyer's solicitor details

Contact \_\_\_\_\_

Name of firm \_\_\_\_\_

Address \_\_\_\_\_

Post code \_\_\_\_\_

Tel No \_\_\_\_\_

Fax No \_\_\_\_\_

Signature of prospective buyer or person signing on buyer's behalf:

Name: \_\_\_\_\_

Date of signing: \_\_\_\_\_

Full name and address of signatory if different from buyer's details above:

Name: \_\_\_\_\_

Address \_\_\_\_\_

Post code \_\_\_\_\_

### Please return to

Phil Arnold, Brendons Auctioneers, Royal Chambers, 104 Pitshanger Lane, London, W5 1QX.

To be received no later than one working day prior to the auction.

For further information please contact 08456 52 52 51 or email [auctioneers@brendons.co.uk](mailto:auctioneers@brendons.co.uk)

To be completed by Brendons in the event that this bidder is successful:

Sale price £ \_\_\_\_\_

# 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 disapplied 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 £300 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.



**Auction venue**  
**Doubletree By Hilton**  
**(formerly Ramada Jarvis)**  
2-8 Hanger Lane  
Ealing  
London W5 3HN

Nearest tube Ealing Common  
(Piccadilly and District Lines)



## Next auction

Now taking instructions for our next auction on 9th April 2014  
being held at Doubletree By Hilton (formerly Ramada Jarvis)



TEL: **08456 52 52 51**

FAX: **0208 810 4862**

EMAIL: **[auctioneers@brendons.co.uk](mailto:auctioneers@brendons.co.uk)**

Royal Chambers  
104 Pitshanger Lane, London W5 1QX  
DX 5122 Ealing

**[www.brendonsauctioneers.co.uk](http://www.brendonsauctioneers.co.uk)**