



# Phillip Arnold Auctions

*"Passionate about property since 1979"*

## Auction Catalogue

Lots offered on behalf of Beneficiaries,  
Property Companies,  
By Court Order, Private  
Individuals and Others



Public Auction to be held at:

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

on **Wednesday 14 September 2016** at 12 noon

**Phillip Arnold Auctions**

Tel: 020 8799 3880

[www.philliparnoldauctions.co.uk](http://www.philliparnoldauctions.co.uk)

**Auctioneer:** Phillip Arnold MRICS, CEM CREA, FNAEA, FNAVA, President of NAVA





**Phillip Arnold** MRICS CEM CREM FNAEA  
FNAVA President of NAVA  
Auctioneer & Managing Partner  
[phillip@philliparnoldauctions.co.uk](mailto:phillip@philliparnoldauctions.co.uk)  
DD: 020 8799 3881

Welcome to the fifth auction of 2016 for Phillip Arnold Auctions, held at our regular venue of the Doubletree by Hilton Hotel, Ealing Common W5, starting as usual at 12 noon.

Our July auction ended with an 70% success rate raising over £2million, an excellent result in the current climate. The highlight of the day was a semi-detached two bedroom property in Ipswich offered on behalf of the Government Legal Department that had generated a great deal of attention prior to auction and a number of proxy bids due to its location. Even so, competitive bidding was still to be found in the room and the property finally sold for £97,000 off a guide of £40,000.



**Julie Gooding**  
Director of Operations  
[julie@philliparnoldauctions.co.uk](mailto:julie@philliparnoldauctions.co.uk)  
DD: 020 8799 3882

This September catalogue is full of local gems with three delightful investment opportunities right on our doorstep. We also touch both coasts, appropriate for a Summer catalogue, with a delightful seafront apartment in Newquay and a mixed commercial/residential investment in Bridlington.

We hope you will enjoy browsing through our lots and look forward to seeing you on 14th September.

Good luck with your bidding.

This catalogue contains details about properties being sold at auction. Those details are subject to change up to and including the day of the auction. Please check our website regularly at [www.philliparnoldauctions.co.uk](http://www.philliparnoldauctions.co.uk) and look out for any additional materials available on the day of the auction, in order to stay fully informed with the up to date information. The lots offered will contain guide prices and it is important that buyers are aware of the difference that there may be between a guide price and a reserve price.

**Guide Price:** This is an indication of the seller's current minimum acceptable price at auction. The guide price is given to assist prospective buyers in deciding whether or not to pursue a purchase. It is usual, but not always the case, that a provisional reserve range is agreed between the seller and the auctioneer at the start of marketing. As the reserve is not fixed at this stage and can be adjusted by the seller at any time up to the day of the auction in the light of interest shown during the marketing period, a guide price is issued. This guide price can be shown in the form of a minimum and maximum price range within which an acceptable sale price (reserve) would fall, or as a single price figure within 10% of which the minimum acceptable price (reserve) would fall. A guide price is different to a reserve price (see separate definition). Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

**Reserve Price:** The seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. The reserve price is not disclosed and remains confidential between the seller and the auctioneer. Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

# 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 licence
- current full UK driving licence (old version)
- Firearms 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 and telephone bidding

The Auctioneers will accept bids by proxy or telephone. 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 £500 +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 and telephone bidding forms, together with terms and conditions for submitting bids in this manner, are available by contacting Phillip Arnold Auctions or alternatively can be downloaded from our website.



# 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. Phillip Arnold Auctions 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 them, 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 Auctioneers or can be downloaded free of charge from the website. 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 price\*: this is an indication of the Seller's current minimum acceptable price at auction. The guide price is given to assist prospective buyers in deciding whether or not to pursue a purchase. It is usual, but not always the case, that a provisional reserve range is agreed between the Seller and the Auctioneer at the start of marketing. As the reserve is not fixed at this stage and can be adjusted by the Seller at any time up to the day of the auction in the light of interest shown during the marketing period, a guide price is issued. This Guide Price can be shown in the form of a minimum and maximum price range within which an acceptable sale price (reserve) would fall, or as a single price figure within 10% of which the minimum acceptable price (reserve) would fall. A Guide Price is different to a Reserve Price (see separate definition). Both the Guide Price and the Reserve Price can be subject to change up to and including the day of the auction.
7. \*Reserve Price\*: The Seller's minimum acceptable price at auction and the figure below which the Auctioneer cannot sell. The Reserve Price is not disclosed and remains confidential between the Seller and the Auctioneer. Both the Guide Price and the Reserve Price can be subject to change up to and including the day of the auction.
8. 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.
9. 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 or by debit card with a pin number. Please note we will not accept cash 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. We can accept credit cards but please be advised that an additional 1.65% will be charged at time of use.
10. A successful purchaser will also be required to pay a Buyer's Administration charge of £600 inclusive of VAT by cheque made payable to Phillip Arnold Auctions.
11. Unless otherwise stated all property is sold subject to a reserve price whether declared or not.
12. 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.
13. No representation or warranty is made in respect of the structure of any properties or 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.
14. Unless otherwise provided in the Special Conditions of Sale, all lots are sold exclusive of VAT.
15. If bidding by telephone, the Auctioneers accept no liability for poor signal or being unable to reach the prospective buyer at the time required.

LOT  
**1**

## 2 Fotheringay Gardens, Cippenham, Slough SL1 5SR

**Guide Price: £85,000**

### GROUND FLOOR STUDIO FLAT WITH INVESTMENT INCOME



This ground floor studio apartment is situated within a purpose built block located to the South of the A4 Bath Road and to the North of the M4 Motorway. Slough centre, with its shopping facilities and main line station to London Paddington and the West, is also within easy reach. The property benefits from electric heating and is currently let on an Assured Shorthold Tenancy with the tenant holding over on the original terms of the agreement. We understand that the net rent is £689.65 pcm (£8275.80 pa) and the property is sold with the benefit of this ongoing income. It will therefore be of interest to investment purchasers.

#### ACCOMMODATION

Communal Hall, Studio Room, Kitchen, Bathroom, Communal Grounds, Parking.

#### TENURE

Leasehold – 999 years from 1st January 1980

#### LOCAL AUTHORITY & TAX RATING

Slough Borough Council 01753 475111  
Council Tax Band B

#### VIEWING TIMES

By appointment through the Auctioneers.

**charrison davis**  
Estate Agents

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**2**

## Oakley Court, 80a The Crescent, Harlington, Middlesex UB3 5NS

**Guide Price: £90,000**

### FREEHOLD GROUND RENT INVESTMENT WITH PLANNING TO CREATE A FLAT IN LOFT SPACE



This freehold investment and development opportunity consists of a block of 6 x two bedroom self contained flats within a gated development producing a ground rent income of £900pa. Furthermore planning has been granted under reference number 46970/APP/2014/3077 for the installation of three dormers and the conversion of the roof space to make a one bedroom flat with associated parking. There may be scope for a planning gain to make the flat a two bedroom unit, subject to obtaining any necessary consent that may be required. All flats have 125 year leases from 2011 and the property is sold with the benefit of the ground rental income and vacant possession of the loft space. The Crescent is a popular road close to Harlington Village and within close proximity of Heathrow London Airport, the M25 and M4 Motorways.

#### ACCOMMODATION

6 x Two Bedroom Flats and Roof Space, Communal Grounds and Parking

#### TENURE

Freehold

#### LOCAL AUTHORITY & TAX RATING

London Borough of Hillingdon 01895 25011  
Council Tax Band: All flats C

#### VIEWING TIMES

Thursday 18 Aug at 1.30pm, Saturday 20 Aug at 11am,  
Wednesday 24th August at 4pm,  
Wednesday September 7th at 4pm.

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

**LOT  
3****By Order of the Beneficiaries**

## 3 The Green, Milcombe, Banbury, Oxon OX15 4RX

**Guide Price: £160,000**

### TWO BEDROOM SEMI DETACHED HOUSE IN NEED OF UPDATING



This two bedroom, semi-detached family home with garden has attractive views overlooking fields at the bottom. The property is situated in a popular village location approximately 5 miles from Banbury and less than 2 miles from Bloxham with its very popular Bloxham School. The property benefits from a garage and allocated parking. The village offers local amenities such as a pub and shops and it is surrounded by beautiful countryside. This house is in need of updating and is being sold with the benefit of full vacant possession. The house will be of interest to investment purchasers and owner occupiers.

**ACCOMMODATION**

Lounge, Kitchen/Diner, Landing, Bedroom One, Bedroom Two, Bathroom/Wet Room, Communal Front Garden and Own rear Garden, Single Garage, Allocated Parking Space.

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

Cherwell District Council 01295 227001  
Council Tax Band B

**VIEWING TIMES**

By appointment through Joint Auctioneers

**JOINT AGENT**

Banbury Office: Distinct Estate Agents | Bloxham Mill | Barford Road | Bloxham | Banbury | OX15 4FF  
01295 234 750



STARTING BID

FINAL BID

NOTES

 SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN
**LOT  
4**

## 26 Hayes End Close, Hayes, Middlesex UB4 8HF

**Guide Price: £15,000**

### FREEHOLD GROUND RENT INVESTMENT



This corner sited detached dwelling is arranged as two self contained flats, the upper flat being split level. The ground floor has a lease of approximately 40 years unexpired with £15pa ground rent and the upper flat is held on a 99 year lease with £100pa ground rent. We understand that the tenants have not exercised their rights under the legal notices to purchase the freehold and therefore this property will be of interest to investment purchasers. Hayes End Close is situated within easy reach of the Uxbridge Road providing excellent access to Uxbridge and West London.

**ACCOMMODATION**

Two self contained flats.

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

London Borough Of Hillingdon 01895 250111  
Both Flats are rated Council Tax Band C

**VIEWING TIMES**

External Viewing Only

STARTING BID

FINAL BID

NOTES

 SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**5**

2 and 4 Goodall Road, Leyton,  
London E11 4EP

**Guide Price: £1,500,000**

**PAIR OF HOUSES ARRANGED AS  
FOUR SELF CONTAINED FLATS WITH  
INVESTMENT INCOME**



This pair of dwellings occupying a corner position are arranged as 4 x two bedrooomed self contained flats, each let on Assured Shorthold Tenancies. The site may offer scope for further extension or development subject to obtaining any necessary planning consent that may be required. This property will be of interest to investment purchasers. The current overall income is £4,200 per calender month (£50,400 pa). Full details of the tenancies can be found within the legal pack. Goodall Road is located just off the main A12 and very close to Leyton Central Line Station. Stratford Westfield is within easy reach of this very popular location.

**ACCOMODATION & TENANCY SCHEDULE**

No.2 – Ground Floor approx 785sf – Let for 12 months from 13/02/16 at £1150 pcm. No.2a – First Floor approx 602sf – Let at £1000 pcm. Tenant currently holding over on original agreement. No.4 – Ground Floor approx 602sf – Let for 12 months from 01/02/16 at £1000 pcm. No.4a – First Floor approx 516sf – Let for 12 months from 15/01/16 at £1050 pcm

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

London Borough of Waltham Forest  
No. 2 – Council Tax Band C Nos. 2a, 4 & 4a – All Council Tax Band B

**VIEWING TIMES**

By appointment with Joint Auctioneers

**JOINT AUCTIONEERS**

iCon Properties Ltd Lettings | Sales | Management Central  
House, 103 Central Park Road, London E6 3DW 0208 472 0000



STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**6**

114c Boston Road, Hanwell,  
London W7 2EP

**Guide Price: £145,000\***

**Loft space with planning granted to create  
a one bedroom flat**



This loft space forming part of an older style terraced building, has planning granted under reference 161759FUL for a rear roof extension (involving conversion of roofspace to habitable use) and installation of one rooflight to front roofslope to provide a one bedroom self-contained flat, that we understand offers approximately 565 sf of accommodation. Details of planning are available on request from the Auctioneers. Boston Road is located off the A4020 Uxbridge Road within easy reach of Boston Manor Piccadilly Line station, road links and other travel connections. The site is sold with the benefit of vacant possession and will be of interest to developers.

**ACCOMMODATION**

Loft Space

**TENURE**

Leasehold. 125 years

**LOCAL AUTHORITY & TAX RATING**

London Borough of Ealing 0208 825 5000

**VIEWING TIMES**

Strictly by appointment through the Auctioneers

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**7**

## Land rear of 20a Trinity Road, London SW17 7RE

**Guide Price: £250,000**

### VACANT FREEHOLD SITE WITH DEVELOPMENT POTENTIAL



This freehold site that measures approximately 100 square metres is situated in an excellent location close to Tooting Bec Northern Line Underground Station. The shopping facilities and travel connections within Tooting and Balham are also within close proximity. The plot is secluded and can be accessed from Chetwode Road. The site has not been cleared and currently consists of a disused open store and adjacent yard. There was a previous planning permission granted to erect a two storey two bedroom residential house on the site although this permission has now expired. Any intending purchaser should make their own enquiries in regards to the renewal of this permission or of course any other use that the land may be suitable for subject to obtaining any consent that may be required. The site is sold with vacant possession.

#### ACCOMMODATION

Site area approx 100 sq metres

#### TENURE

Freehold

#### LOCAL AUTHORITY & TAX RATING

London Borough of Wandsworth 0208 871 6000

#### VIEWING TIMES

Inspection at any time. Please be courteous to neighbours.

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**8**

**In the same ownership for over 20 years**

## 55b Priory Avenue, High Wycombe HP13 6SN

**Guide Price: £180,000**

### SPLIT LEVEL TWO BEDROOM MAISONETTE CLOSE TO TOWN CENTRE



This two bedroom self-contained maisonette, arranged over two floors benefits from its own separate front door access, gas fired central heating system and double glazing. We also understand that the roof was replaced in 2015. The property is located on the west side of Priory Avenue between Benjamin Road and Priory Road close to High Wycombe town centre with its many shopping and recreational amenities, University and Main Line railway station all about half mile distance. Good road links serve the area with access to the M40 Motorway at Junctions 3 & 4. The maisonette is sold with full vacant possession and will be of interest to investors and owner-occupiers. The property has off street parking to the front and half of the rear garden.

#### ACCOMMODATION

First Floor: Landing, Reception room, Bedroom Two, Kitchen, Bathroom/WC Ground Floor: Entrance Hall, Bedroom One

#### TENURE

Leasehold 125 years unexpired Ground Rent £250pa

#### LOCAL AUTHORITY & TAX RATING

Wycombe District Council. Tel: 01494 461 000

Council Tax Band: B

#### VIEWING TIMES

Thursday August 18th at 11am and Tuesday 23rd August at 1pm  
Further viewings are available on request

#### JOINT AUCTIONEERS

Robertsons Estate Agents, Penn Barn, By the Pond, Penn, Bucks, HP10 8LB, 01494 812621



STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN



LOT  
**9**

By order of the beneficiaries

7 Wellington Road, Ealing,  
London W5 4UJ

**Guide Price: £720,000**

**SPACIOUS CENTRE TERRACED HOUSE IN  
NEED OF UPDATING**



This mid terraced turn of the century house offers spacious three bedroom accommodation and is situated in a popular road off Northfields Avenue. Local shops and Northfields Piccadilly tube station are within a short walking distance. The property is in need of updating and modernisation throughout and could be reinstated to a fine family dwelling. There may be scope for sub division into flats although any intending purchaser should make their own enquiries as this would be subject to obtaining any necessary consent that may be required. The property benefits from gas fired central heating and is being sold with the benefit of vacant possession. This lot will be of interest to owner occupiers and investment purchasers.

**ACCOMMODATION**

Entrance Hall, Reception One, Reception Two, Conservatory, Kitchen, Utility, Shower/WC, First Floor Landing, Bedroom One, Bedroom Two, Bedroom Three, Bathroom, Gardens to Front and Rear.

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

London Borough of Ealing 0208 825 5000  
Council Tax Band E

**VIEWING TIMES**

Monday 15/8 at 2-2.30, Thursday 18/8 at 1-1.30, Wednesday 24/8 at 1-1.30, Wednesday 31/8 at 1-1.30

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**10**

103 Coventry Road, Ilford,  
Essex IG1 4QT

**Guide Price: £650,000**

**DOUBLE FRONTED SEMI DETACHED  
HOUSE IN NEED OF REFURBISHMENT  
THROUGHOUT**



This four bedroom double fronted semi detached dwelling is in need of complete updating and modernisation throughout. The dwelling is situated within the ever popular Commonwealth Estate within easy reach of Ilford Main Line Station and the A406 North Circular Road. The property could suite a variety of uses such as conversion into flats subject to obtaining any necessary planning consent or may be restored to a spacious family home. It also offers potential to extend and has planning granted under reference 4545/15 for a loft conversion with rear dormer and also planning granted under reference 5049/15 for a single storey extension to the rear. The house also includes a cellar and a large garden to rear. The property is sold with the benefit of full vacant possession and will be of interest to investors, developers and owner occupiers.

**ACCOMMODATION**

Cellar, Entrance Hall, Lounge, Dining Room, Breakfast Room, Kitchen, First Floor Landing, Bedroom One, Bedroom two, Bedroom Three, Bedroom Four, Bathroom, Gardens

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

London Borough of Redbridge 0208 554 5000 Council Tax Band E

**VIEWING TIMES**

By appointment through the auctioneers

**JOINT AUCTIONEERS**

ICON PROPERTIES, Central House, 103 Central Park Road,  
London, E6 3DW, 020 8472 0000



STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**11**

By order of the court

13 Glendor Gardens,  
London NW7 3JY

**Guide Price: £475,000**

## SEMI DETACHED HOUSE IN NEED OF UPDATING



This three bedroom semi detached house that benefits from Garage and off street parking, is in need of modernisation and updating throughout. The property is well situated for road access to the A41, M1 and A1 as well as being within one mile of Mill Hill centre with its shopping and travel facilities. The property is a similar distance from Edgware town centre, to include the Broadwalk shopping centre and station. There may be scope for further extension subject to obtaining any necessary planning consent that may be required. The house that is being sold with vacant possession and includes a garden in excess of 100' will be of interest to owner occupiers and investment purchasers.

### ACCOMMODATION

Entrance Hall, Intercommunicating Dining Room and Living Room, Kitchen, First Floor Landing, Bedroom One, Bedroom Two, Bedroom Three, Bathroom, Separate WC, Off Street Parking to Front, Large Garden to Rear, Garage.

### TENURE

Freehold

### LOCAL AUTHORITY & TAX RATING

London Borough of Barnet 0208 359 2000  
Council Tax Band E

### VIEWING TIMES

By appointment through the auctioneers

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**12**

Ground Floor Flat, 10 Popes Lane,  
Ealing, London W5 4NA

**Guide Price: £275,000**

## GROUND FLOOR ONE BEDROOM GARDEN FLAT WITH INVESTMENT INCOME



This ground floor flat forming part of a victorian converted dwelling offers one bedroom accommodation and is presented in good order. The property benefits from double glazing and gas fired central heating as well as its own south facing garden. There may be scope for an extension subject to obtaining any planning consent and permissions that may be required. The property is currently let on an assured shorthold tenancy with the current tenants holding over on the terms of their original agreement. The passing rent is £1025pcm (£12300pa) and the property is sold with the benefit of this ongoing income. Popes Lane is within walking distance of South Ealing Piccadilly Line Station serving Heathrow and within easy access of the M4 and Ealing Broadway.

### ACCOMMODATION

Entrance Hall, Living Room, Bedroom, Kitchen, Bathroom, South Facing Garden.

### TENURE

Leasehold

### LOCAL AUTHORITY & TAX RATING

London Borough of Ealing 0208 825 5000  
Council Tax Band C

### VIEWING TIMES

By appointment through the auctioneers.

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**13**

Flat 2, 105 Babington Road,  
London SW16 6AN

**Guide Price: £200,000**

**GROUND FLOOR ONE BEDROOM GARDEN  
FLAT IDEAL FOR INVESTMENT**



This ground floor self contained one bedroom flat forms part of an older style semi detached house that has been converted. The property has it's own access and benefits from gas fired central heating, double glazing and it's own private garden. The property is situated in a popular residential road within half a mile of Streatham High Road, consisting of shopping facilities, bus connections and Streatham Main line Station that connects into London St Pancras International Station. The flat has an entryphone system and would make an ideal investment purchase. It is being sold with the benefit of full vacant possession.

**ACCOMMODATION**

Open Plan Lounge/Kitchen, Bedroom, Shower Room, Own Private Garden.

**TENURE**

Leasehold approximately 94 years unexpired.  
Ground Rent£100pa  
Building Insurance £460pa

**LOCAL AUTHORITY & TAX RATING**

London Borough of Lambeth 0207 926 1000  
Council Tax Band B

**VIEWING TIMES**

By appointment through the auctioneers

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**14**

147A Uxbridge Road, Ealing,  
London W13 9AU

**Guide Price: £225,000**

**IMMACULATE TWO DOUBLE BEDROOM  
FLAT, IDEAL FOR INVESTMENT**



This immaculate two bedroom flat located behind the Uxbridge Road is within a short stroll of West Ealing station that is part of the planned Crossrail route. The property is located on the first floor and is double glazed as well as benefitting from gas fired central heating. Ealing Broadway with its shopping facilities and station is within easy reach and good road links serve the area. The property will be of interest to investment purchasers and is being sold with the benefit of vacant possession.

**ACCOMMODATION**

Entrance Hall with Stairs to First Floor Landing, Bedroom One, Bedroom Two, Living Room, Kitchen, Bathroom.

**TENURE**

Leasehold

**LOCAL AUTHORITY & TAX RATING**

London Borough of Ealing 0208 825 5000  
Council Tax Band C

**VIEWING TIMES**

By appointment through the auctioneers.

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**15**

By Order of Ambostrachan Homes

Apt 1, Sequest, 103 Mount Wise,  
Newquay, Cornwall TR7 2BT

**Guide Price: £135,000**

**LARGE ONE BEDROOM APARTMENT WITH  
OUTSTANDING VIEWS**



This spacious ground floor apartment forms part of a luxury gated development by award winning developer Ambostrachan Homes. The block has stunning views over Gannel and the sea. Located in the heart of Newquay and a short walk from the beach, the flat comes complete with luxury kitchen and bathroom, premium oak floorings and luxury carpets. The property also comes with a ten year premier guarantee. The apartment has one bedroom accommodation and high ceilings. It will be of interest to owner occupiers, people seeking a holiday retreat and investment purchasers. The property is sold with full vacant possession. This flat forms part of a development of 12 apartments and is the last unit available in the block.

**ACCOMMODATION**

Hall, Open Plan Kitchen/Living/Dining Room, Bedroom, Bathroom. The property is approximately 619sf in size.

**TENURE**

Leasehold 999 years Ground Rent £150pa Service Charge £653pa

**LOCAL AUTHORITY & TAX RATING**

Cornwall Council 0300 1234100  
Council Tax Band B

**VIEWING TIMES**

By appointment through the Auctioneers

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**16**

60-62 Market Street, Shaw,  
Oldham OL2 8NH

**Guide Price: £450,000**

**FREEHOLD COMMERCIAL INVESTMENT  
LET TO TESCO PLC**



The property is a two storey building with a flat roof, that is currently let to Tesco and trades as a Tesco Express. We understand that the passing rent is £29,500 and there are approximately 5 years remaining. Notice has been served following the latest rent review in the order of £40,000 per annum and this rent review will be assigned to the purchaser. The property has air-conditioning and occupies a corner plot. The property forms part of a popular trading area that includes well known and local traders. The likes of Greggs, Barclays Bank and Iceland are all nearby. The centre is well served by car parks. This property offers an ideal investment opportunity and will no doubt be of interest to property investors seeking a sound commercial rental opportunity.

**ACCOMMODATION**

Sales area 3024sf First Floor Offices/Staff Area 645 sf First Floor Storage Area 581 sf TOTAL 4251sf

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

Oldham Council 0161 770 4730  
Rateable Value £31,500

**VIEWING TIMES**

There will be no viewing sessions although interested parties can enter the ground floor area during normal Tesco opening hours.

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
17

77 Cardigan Road, Bridlington, East  
Riding Of Yorkshire YO15 3JU

**Guide Price: £450,000**

**LARGE DOUBLE FRONTED HOUSE WITH  
OFFICE TO GROUND FLOOR AND 5 X TWO  
BEDROOM FLATS**



This interesting investment opportunity consists of a large double-fronted house with offices to the ground floor and 2 x two bedroom flats on the first floor. An additional split level rear extension offers a further two bedroom flat and within the grounds at the rear of the property are two bungalow style flats each offering two bedroom accommodation. All flats have their own access and there are 6 allocated parking spaces to the rear of the property for the flats, and 3 for the office to the front. The flats and the office are all currently let, generating approx £50,000 pa. The property is being sold with the investment income and with the condition that the current lease on the office is upheld for a further year as a minimum. Bridlington is located 24 miles north of Hull and is a popular seaside destination with good shopping facilities and transport links.

**ACCOMMODATION**

Ground floor: office rooms with kitchen, bathroom First floor: Flat 4: two bedrooms, kitchen, lounge, bathroom First floor: Flat 5: two bedrooms, kitchen, lounge, bathroom Flat 1: hallway, two bedrooms, lounge, kitchen/diner, bathroom Flat 2: hallway, kitchen, two bedrooms, lounge, bathroom Flat 3: hallway, bedroom one stairs to first level, kitchen, bathroom, bedroom two

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

East Riding of Yorkshire 01482 393939  
Council Tax Band: All flats A

**VIEWING TIMES**

By appointment through the Auctioneers

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

# Forthcoming Auctions

2016

Wednesday 26 October 2016  
Wednesday 7 December 2016

2017

Friday 24th February 2017  
Wednesday 5th April 2017  
Wednesday 24th May 2017  
Friday 14th July 2017  
Friday 15th September 2017  
Wednesday 25th October 2017  
Monday 4th December 2017



**Phillip Arnold  
Auctions**

*"Passionate about property since 1979"*

Phillip Arnold Auctions, Third Floor, 24 New Broadway, Ealing W5 2XA

Tel: 020 8799 3880 info@philliparnoldauctions.co.uk www.philliparnoldauctions.co.uk





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# REGISTRATION FORM

for proxy or telephone bidding



**Phillip Arnold  
Auctions**

"Passionate about property since 1979"

## 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 Phillip Arnold Auctions 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 £600 inclusive of VAT payable to Phillip Arnold Auctions, in payment of the Auction Administration Fee.

I instruct and authorise Phillip Arnold Auctions 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.

Phillip Arnold Auctions 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. Phillip Arnold Auctions Auctioneers,  
Third Floor, 24 New Broadway, Ealing W5 2XA

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

For further information please contact **020 8799 3880** or email **info@philliparnoldauctions.co.uk**

To be completed by Phillip Arnold Auctions in the event that this bidder is successful:

Sale price £ \_\_\_\_\_



# Your Property



## Is one of the biggest purchases you will probably ever make

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### Trust

At Hodders we have been in business since 1868, dealing property matters for clients as diverse as individuals buying or renovating their homes to housing associations and their tenancy disputes.

### Expertise

We have experts in Conveyancing, Landlord and Tenant, Lease Extension, Leasehold Enfranchisement and Shared Ownership or Right to Buy.

We are on most Lenders' and Housing Associations' Panels.

### Range of Services

Hodders Law are the experts in all aspects of Property transactions and Property Disputes and can help you with all of your property needs.

With a regular Client satisfaction of over 90% our clients are our biggest supporters.

This is the kind of feedback our clients give us:

“ I have been working with Hodders Law for over two years....

Several of my property purchases have been difficult. I have found that Hodders have been very proactive in dealing with brokers, solicitors and City Councils...

Hodders Law have also assisted me with litigation issues. Having worked with Hodders on a couple of occasions, again in very stressful situations, I found the Litigation Team personable, professional and easy to work with. ”

Mr C, March 2016

So call one of our experts now to discuss your property needs, and see how we can help you.

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# 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 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 G73.
- 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 £600 inclusive of 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)  
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