

**AUCTION
HOUSE**

ESSEX & KENT

Tuesday

25th February 2020

7.00pm

Crondon Park Golf Club
Stock Road
Stock
Essex CM4 9DP

Thursday

27th February 2020

7.00pm

Mercure Maidstone
Great Danes Hotel
Ashford Road
Maidstone, Kent
ME17 1RE



AUCTION VENUES

ESSEX

25th February 2020

7.00pm

Crondon Park Golf Club

Stock Road

Stock

Essex CM4 9DP



KENT

27th February 2020

7.00pm

Mercure Maidstone

Great Danes Hotel

Ashford Road, Maidstone,

Kent ME17 1RE



NEXT AUCTIONS

Tuesday 21st April 2020 – Essex

Closing date for this auction will be
27th March 2020

Thursday 23rd April 2020 – Kent

Closing date for this auction will be
27th March 2020

BIDDER REGISTRATION

Please note that bidders will be required to register. This can be arranged prior to the auction by contacting our office or on the evening at the auction venue immediately before the sale.

MONEY LAUNDERING REGULATIONS

In order to conform with the Money Laundering Regulations, all prospective purchasers must be able to verify their identity. **The following schedule of documents must be provided before bidding at auction, in order for us to be able to conduct business with you. If you do not have sufficient documents you may be refused a bidding number.** 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 versions)
- 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.

AHEssex.co.uk

AHKent.co.uk



A WORD FROM THE AUCTIONEER

**Auction House
are very proud
to launch our
Kent auction
hall this month.**



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AuctionHouseEssex

The new venue will run alongside our established Essex auction hall and all properties offered across the two counties will be featured in the same catalogue. Day 1 features the lots on offer in Essex and Day 2 covers all of the lots on offer in Kent. We have a variety of properties available in the upcoming auctions including properties for improvement, commercial and mixed use investments, buy-to-let opportunities and several pieces of land. Hopefully this catalogue contains something that appeals to all kinds of buyer.

Early figures for 2019 indicate that Auction House will again dominate the auction market. 2018 was a great year for the brand with a residential market share of 16.6% which means 1 in 6 auction sales in the UK last year were sold by Auction House UK. Over 3,700 lots were sold in the calendar year raising over £460million for our vendors with an average success rate of 75% in over 200+ auctions. So far, 2019 looks like it will smash Auction House records yet again with monthly targets consistently beaten. Many of us are looking forward to having even better statistics to share with you in the near future once the final sales figures have been tallied up. We are sure that 2020 will bring even more success as Auction House continues to expand and offer an unrivalled premium auction service.

If you would like to join the ever increasing success of Auction House then contact us now to book a free, no obligation auction appraisal. Our next available auctions will take place on Tuesday 21st April in Essex and Thursday 23rd April in Kent. We are aiming to close the catalogue for these auctions on Friday 27th March so if you would like to feature in our next catalogue then please do not hesitate to get in touch.

In the meantime, we wish you the best of luck in the upcoming auction and Happy Bidding.

Tim Stallard – Auctioneer

MEET THE TEAM



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NEXT AUCTION DATES

21st April 2020 (Essex) • 23rd April 2020 (Kent) • 9th June 2020 (Essex) • 10th June 2020 (Kent)

AUCTION INFORMATION



Administration Charge Purchasers will be required to pay by cheque, an administration charge of 0.6% including VAT or a minimum of £900.00 Incl. VAT (£750.00 + VAT) or the fixed figure stated in the property details, in addition to the deposit. A VAT receipt will be issued after the auction.



Attending the Auction It is always wise to allow sufficient time to get to the auction. Legal packs for most of the properties will be available for inspection. It is important you read these and the final addendum/amendment sheet which will also be available as any purchase will be subject to these.



Bidding Each property will be offered individually by the Auctioneer. Ensure that your bids are clear and noticed by the Auctioneer. If you are successful in bidding for the property you will be approached by a member of Auction House staff who will request your personal information and identification. You will then be guided to our administration area and then the cashier desk for payment of the deposit.



Bidding by Proxy or Telephone If you are unable to attend the auction you are invited to contact us to discuss special arrangements for bidding by proxy or telephone. A Non-Attending Bid or Telephone Bid form and conditions are included in auction catalogues or can be downloaded from the Bidding Form links on our website.



Buyers Premium Purchasers of some lots will be required to pay a Buyers Premium to the auctioneer in addition to the deposit – see individual property details.



Deposit When you sign the Memorandum of Sale you will be asked to pay a deposit of 10% of the purchase price subject to a minimum deposit of £3,000. Deposits can only be paid by electronic bank transfer, bankers draft, personal cheque, debit card or building society cheque. Cash or credit card payments will not be accepted. Please note, should the cheque have to be represented, a processing charge of £60.00 (£50.00 + VAT) will be charged by deduction from the deposit.



Disbursements Some disbursements may become payable by the purchaser on completion, these will be detailed in the Special Conditions of Sale within the property's Legal Pack.



Disclaimer Particulars on the website and within our catalogue are believed to be correct but their accuracy is not guaranteed. Information relating to Rating matters has been obtained by verbal enquiry only. Prospective purchasers are advised to make their own enquiries of the appropriate Authority. All measurements, areas and distances are approximate only. Potential purchasers are advised to check them.



Energy Performance Certificates (EPCs) Where required we include EPC ratings within Full Details and on the lot page within our catalogue. When available EPC Graphs can be viewed online at auctionhouse.co.uk.



General Data Protection Regulations (GDPR) This defines new customer rights and company obligations introduced on 25th May 2018. For full details please refer to the Privacy Policy showing on our website www.auctionhouse.co.uk/essex or www.auctionhouse.co.uk/kent



***Guide Prices** Guide prices quoted online and in the catalogue are provided as an indication of each seller's minimum expectation. They are not necessarily figures which a property will sell for and may change at any time prior to the auction. The sale price will be dependent on bidding in the auction room and on the Vendors' instructions.



Insurance On some properties the seller will continue to insure through to completion. Others will need to be insured by the purchaser, and auctioneers advice to all purchasers is that they should consider insuring from the date of exchange.



Plans, Maps and Photographs The plans, floorplans, maps, photograph's and video tours published on our website and in the catalogue are to aid identification of the property only. The plans are not to scale.



Pre Auction Sales Offers made on property included in this auction may be accepted by the Vendor prior to the auction. In such instances all buyer charges will be payable including the Administration Charge, any Buyers Premium plus all other payments detailed in the Special Conditions of Sale. If you are intending to bid at the auction for a specific lot, we recommend that you keep in contact with the Auctioneer's office.

The Auctioneers or Vendors cannot be held responsible for costs incurred in respect of any lot which is withdrawn or sold prior to auction.



Post Auction Sales If a property you are interested in is not sold during the auction please speak to the Auctioneer and make an offer at, above or below the Guide. Your offer will be put forward to the Vendor and if accepted, you will be able to proceed with your purchase under auction rules. Offers should take into account the Administration Charge, any Buyers Premium plus all other payments detailed in the Special Conditions of Sale as all of these are still payable irrespective of the circumstances.



Proof of Identification In order to comply with Anti-Money Laundering regulations we ask that all prospective purchasers provide Proof of Identity and Residence. Please bring your passport or photographic UK driving licence and a recent utility bill, bank statement or council tax bill to the auction. If purchasing on behalf of a company you will also need a letter of authority on company letterhead. We will carry out Electronic AML checks on successful buyers and remote bidders. It will include a search with Experian who may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.



Reserve Price Each property will be offered subject to a reserve price which we expect will be set within the guide price range or no more than 10% above a single figure guide. This is a confidential figure set between the Vendor and the Auctioneer just prior to the auction. It is a figure below which the Auctioneer cannot sell the property during the auction. After the auction offers will be sought and considered on Unsold Lots at prices below the reserves.



Solicitors Details The name, address and telephone number of the solicitor who will be acting for you in any purchase will be required before you leave the auction room.



The Catalogue Details of the property and land to be sold are set out in our catalogue and on our website auctionhouse.co.uk All lots are sold subject to Special Conditions of Sale. It is important that prospective purchasers satisfy themselves as to the location, boundaries, condition and state of the lots before the auction.



The Contract The Memorandum of Sale will be signed in duplicate. One copy will be given to you, which you must give to your solicitor. The second copy will be retained by the Vendors' solicitor. Completion usually takes place after 28 days but this date can vary. The legal pack of each property will state the completion date due. The date may also be announced immediately prior to the commencement of bidding of each lot.



The Legal Aspect Buying at auction is a contractual commitment. Before making an offer prior to auction or bidding at the auction or post auction, it is advisable to consult a solicitor regarding the General and Special Conditions of Sale, the local authority search and other legal documentation.



Viewing Due to the nature and condition of auction properties we highlight the potential risk that viewing such properties carries and advise all to proceed with caution and take necessary requirements to ensure their own safety whilst viewing any lot in this catalogue. Viewings are conducted entirely at your own risk, these properties are not owned or controlled by Auction House and we cannot be held liable for loss or injury caused while viewing or accessing any Lot.

Due to the nature of some auction properties, electricity may not be turned on therefore viewing times are restricted. Viewers will also have to bring their own lighting/ladders if wanting to inspect cupboards, cellars and roof spaces.

Please refer to the common auction conditions included on our website or at the back of our catalogue

ORDER OF SALE

Tuesday 25th February 2020 7.00pm

Crondon Park Golf Club, Stock Road, Stock, Essex CM4 9DP

LOT	ADDRESS	*GUIDE PRICE	LOT TYPE
1	105A West Road, Shoeburyness, Essex SS3 9DT	£110,000	Residential for Improvement
2	4 Whitehouse Parade, 285 London Road, Wickford, Essex SS12 0LF	£400,000	Mixed Use
3	The Old Dairy, Chickney Hall, Chickney, Broxted, Dunmow, Essex CM6 2BY	SOLD PRIOR	Residential
4	44 - 46 Mill Road, Maldon, Essex CM9 5HZ	£385,000	Commercial Investment
5	301 Baddow Road, Chelmsford, Essex CM2 7QA	WITHDRAWN	Residential for Improvement
6	17 George Street, Harwich, Essex CO12 3ND	£200,000	Commercial
7	133 Wellesley Road, Clacton-On-Sea, Essex CO15 3PT	£95,000	Residential for Improvement
8	Millfields, Millfield Lane, Little Hadham, Ware, Hertfordshire SG11 2ED	£175,000	Agricultural/Amenity Land
9	300 Eastwood Road North, Leigh-On-Sea, Essex SS9 4LS	£235,000	Residential for Improvement
10	43 Golf Green Road, Jaywick, Clacton-On-Sea, Essex CO15 2RG	WITHDRAWN	Residential
11	1 Bosworth House, High Street, Thorpe-Le-Soken, Clacton-On-Sea, Essex CO16 0EA	£220,000	Mixed Use
12	84 Broadway, 310 Meadow Way & 31 Gorse Way, Jaywick, Essex CO15 2HW	£135,000	Residential Investment
13	151-153 High Street, Ongar, Essex CM5 9JD	£550,000 - £600,000	Mixed Use
14	115 Cumberland Avenue, Southend-On-Sea, Essex SS2 4LG	£250,000	Residential for Improvement
15	14-16 Wolseley Avenue, Jaywick, Clacton-On-Sea, Essex CO15 2JH	£85,000	Residential for Improvement
16	15 Wood Lane, Dagenham, Essex RM8 3ND	£300,000	Residential for Improvement
16a	101 Gordon Road, Basildon, Essex SS14 1PR	£170,000	Residential for Improvement

Thursday 27th February 2020 7.00pm

Mercure Maidstone Great Danes Hotel, Ashford Road, Maidstone, Kent ME17 1RE

LOT	ADDRESS	*GUIDE PRICE	LOT TYPE
17	Flat 1, Coombe House, 3 Coombe Road, Folkestone, Kent CT19 4EG	£80,000 - £90,000	Residential
18	66 Morehall Avenue, Folkestone, Kent CT19 4EF	£220,000	Residential
19	Woodlands, Weatherhill Common, Smallfield, Horley, Surrey RH6 9JF	£90,000	Plots/Building Land
20	4 Ordnance Street, Chatham, Kent ME4 6SL	£90,000	Commercial Investment
21	Flat 48 Laurel Court, 24 Stanley Road, Folkestone, Kent CT19 4RL	£70,000	Residential
22	3 Gloster Terrace, The Esplanade, Sandgate, Folkestone, CT20 3DT	£295,000	Residential for Improvement
23	2A Granville Road, Gillingham, Kent ME7 2PB	£130,000	Residential Investment

***Description on Auction Information page**

PARTNER AGENTS

AUCTION
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AUCTION
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KENT



Hillsboro', 377 Southchurch Road,
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AUCTION
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AUCTION
HOUSE
KENT

Day 1

Tuesday 25th February 2020
7.00pm

AUCTION
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ESSEX

Lots 1 - 16

(unless previously sold or withdrawn)

Crondon Park Golf Club
Stock Road
Stock
Essex CM4 9DP



Our Auctions are

Broadcast Live



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just prior to our auctions to join us online

AUCTION
HOUSE

auctionhouse.co.uk

105A West Road, Shoeburyness, Essex SS3 9DT

***Guide Price: £110,000 (plus fees)**



A VERY LARGE 3+ BEDROOM FLAT WITH POTENTIAL TO DEVELOP INTO TWO SEPERATE FLATS SUBJECT TO OBTAINING NECESSARY CONSENT.

DESCRIPTION:

This 3 bedroom property benefits from spacious accommodation and an additional box room. The property is in need of renovation throughout.

ACCOMMODATION:

Living Room/ Kitchen: 34'4" x 9'3"
(10.46m x 2.82m)

Bedroom 1: 16'6" x 9'7" (5.03m x 2.92m)

Bedroom 2: 11'6" x 9'4" (3.5m x 2.84m)

Bedroom 3: 11'7" x 7'7" (3.53m x 2.31m)

Box Room: 10'11" x 7'6" (3.32m x 2.28m)

Bathroom: 10'9" x 5'8" (3.27m x 1.73m)

WC: 7'7" x 4'11" (2.31m x 1.5m)

LOCATION:

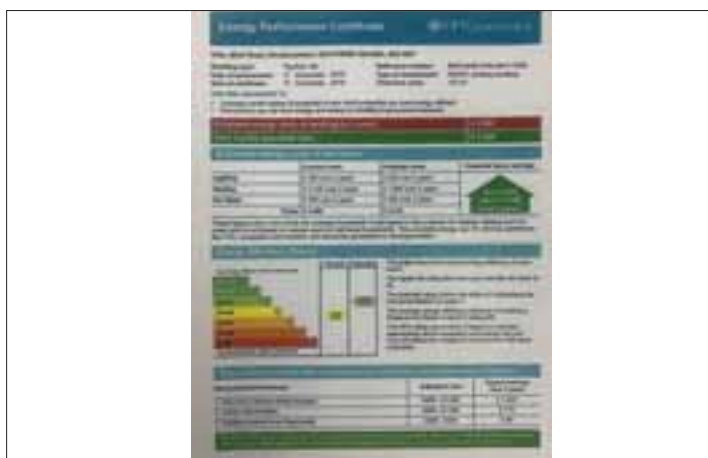
The property is in close proximity to local shops and amenities. Shoeburyness Rail Station, Gunners Park and Thorpe Bay seafront are all less than a mile distant.

NOTE:

Please note that completion will take place 14 days from exchange of contract for this lot.



Whilst every attempt has been made to ensure the accuracy of the floor plan contained here, measurements of doors, windows, rooms and any other items are approximate and no responsibility is taken for any error, omission, or mis-statement. This plan is for illustrative purposes only and should be used as such by any prospective purchaser. The services, systems and appliances shown have not been tested and no guarantee as to their operability or efficiency can be given.
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Additional Fees

Buyer's Premium: £1140 inc VAT payable on exchange of contracts.

Administration Charge: 0.6% inc VAT of the purchase price, subject to a minimum of £900 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Additional Information

Tenure: Leasehold

Local Authority: Southend on Sea Borough Council

Viewing: Please contact the auctioneer for open house viewing dates and times.

Tel: 01702 33 33 99

Energy Performance Certificate (EPC): Current Rating D

4 Whitehouse Parade, 285 London Road, Wickford, Essex SS12 0LF***Guide Price: £400,000 (plus fees)**

*Description on Auction Information page

**AN OPPORTUNITY TO ACQUIRE A FREEHOLD MIXED USE COMMERCIAL PROPERTY COMPRISING A TAKE-AWAY FOOD RESTAURANT WITH THREE BEDROOM FLAT ABOVE AND ADJACENT PLOT OF LAND****DESCRIPTION:**

A well situated take away restaurant in a main road location on the outskirts of Wickford, with a three bedroom flat above. The flat is currently let on an Assured Shorthold Tenancy with a rent payable of £725 per calendar month. Also included is an adjacent plot of land which may have development potential, subject to all necessary permissions being obtained

ACCOMMODATION:**Ground Floor:**

Main Retail Area – 342 sq.ft (31.86 sq.m)

Staff Rest Room – 165 sq.ft (15.36 sq.m)

Kitchen – 215 sq.ft (20.06 sq.m)

Store Room 1 – 55 sq.ft (5.10 sq.m)

Store Room 2 – 131 sq.ft (12.25 sq.m)

Shower Room/WC

Total – 911 sq.ft (86.43 sq.m)

First Floor Flat:

At the time of publication we had not had site of the tenancy agreement or had access to the flat but we are informed by our clients that the accommodation comprises:

Lounge, Kitchen, 3 bedrooms, shower room and that the flat is let at a rent payable of £725 pcm.

EXTERIOR:

There is a small yard to the rear and to the side there is plot measuring approximately 36' x 145' (11m x 45m) which may have development potential (subject to all necessary permissions being obtained)

NOTE:

The plan is not to scale and is for identification purposes only.



Additional Fees

Buyer's Premium: 1.2% inc VAT of the purchase price payable on exchange of contracts.

Administration Charge: 0.6% inc VAT of the purchase price, subject to a minimum of £900 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Additional Information

Tenure: Freehold

Local Authority: Basildon District Council

Viewing: Strictly by appointment with the Auctioneers and at the courtesy of the tenants - Tel: 01702 333399

Energy Performance Certificate (EPC): Current Rating Flat - D, Shop - TBC

The Old Dairy, Chickney Hall, Chickney, Broxted, Dunmow, Essex CM6 2BY

***Guide Price: £700,000 – £725,000 (plus fees)**

**Description on Auction Information page*



A GRADE II LISTED BARN CONVERSION BELIEVED TO DATE FROM THE 17TH CENTURY, OFFERING VERSATILE ACCOMMODATION SET IN GROUNDS OF 2.5 ACRES, WITH A SEPARATE CART LODGE AND LARGE BARN

DESCRIPTION:

The Old Dairy is a Grade II listed barn conversion believed to date from the 17th Century, with a heavy oak timber frame and weather boarded elevations under a tiled roof. This charming property offers versatile living accommodation with a superb part-vaulted drawing/dining room with a 22' high ceiling and log burner. There is also a substantial workshop/modern barn approx. 60' x 40' incorporating office space and a cloak/shower room.

DIRECTIONS:

From Great Dunmow proceed to Thaxted on the B184, Turn onto the B1051 signposted to Elsenham/Broxted. Continue past the White Hall Hotel and after approx. 1/4 mile, at the cream coloured cottages, take the right hand track leading to The Old Dairy.

ACCOMMODATION:

Ground floor:

Reception Hall – 13'2" x 10'6" (4.02m x 3.20m)

Kitchen – 13'1" x 13'1" (3.99m x 3.99m)

Breakfast Room – 9'10" x 8'2" (3.00m x 2.50m)

Utility Room

Drawing/Dining Room – 26' x 25'2" (7.92m x 7.68m)

Study – 12'10" x 10'6" (3.91m x 3.19m)

Guest Suite – 14'3" x 11'7" (4.35m x 3.53m)

Dressing Room – 10'11" x 8'2" (3.32m x 2.50m)

Shower Room

First Floor

Galleried landing – 11'4" x 8' (3.45m x 2.45m)

Bedroom 1 – 13'9" x 12'11" (4.19m x 3.93m)

En-suite Shower Room

Bedroom 2 – 13'11" x 12'10" (4.25m x 3.90m) with stairs to En-Suite galleried bathroom

OUTBUILDINGS: Garage – gross internal area 266 sq.ft (25 sq.m)

Cart lodge – gross internal area 197 sq.ft (18 sq.m)

Barn – gross internal area 2,380 sq.ft (221 sq.m)

EXTERIOR: Appox. 2.5 acre plot incorporating courtyard garden, natural 300' long lake, mature shrubs and hedges.



Additional Fees

Administration Charge: 0.6% inc VAT of the purchase price, subject to a minimum of £900 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Additional Information

Tenure: Freehold

Local Authority: Uttlesford District Council

Viewing: Strictly by appointment with the Auctioneers –
Tel: 01206 589280

Energy Performance Certificate (EPC): Current Rating Exempt



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44 - 46 Mill Road, Maldon, Essex CM9 5HZ

***Guide Price: £385,000 (plus fees)**

*Description on Auction Information page



A MIXED COMMERCIAL/RESIDENTIAL FREEHOLD INVESTMENT CURRENTLY PRODUCING £33,400 P.A. REPRESENTING A YIELD OF OVER 8.5% IF PURCHASED AT GUIDE PRICE

DESCRIPTION:

The property comprises two ground floor lock up shops and a self contained first floor two bedroom flat within a terraced building arranged over ground and first floors.

LOCATION:

Mill Road is located off the High Street in the market town of Maldon. The open spaces of Maldon Promenade and park are within walking distance. The main A414 road is nearby and provides easy access to Chelmsford City centre.

ACCOMMODATION:

44 Mill Road – Ground Floor: Shop with WC
First Floor: Reception Room, Two Bedrooms, Kitchen and Bathroom/WC
46 Mill Road – Ground Floor: Shop with WC

TENANCIES:

44 Mill Road – The shop and flat are let on a FRI lease for a term of 20 years from 20th August 2010 at an annual rent of £23,400
46 Mill Road – Is let on a FRI lease for a term of 3 years from 19th July 2019 at an annual rent of £10,000

EXTERIOR:

There is a yard to the rear.

PARTNER AGENT:

Curtis O'Boyle, 18 High Street, Maldon, CM9 5PJ

Additional Fees

Administration Charge: 0.6% inc VAT of the purchase price, subject to a minimum of £900 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Additional Information

Tenure: Freehold

Local Authority: Maldon District Council

Viewing: Strictly by appointment with the Auctioneers – Tel: 01702 333399 and at the courtesy of the tenants

Energy Performance Certificate (EPC): Current Rating 44 – C, 46 – B, Flat – D

301 Baddow Road, Chelmsford, Essex CM2 7QA

***Guide Price: £100,000 (plus fees)**

*Description on Auction Information page



**OF INTEREST TO BUILDERS AND DEVELOPERS
WILL BE THIS OLDER STYLE TWO BEDROOM
TERRACE HOUSE WHICH IS IN NEED OF
COMPLETE MODERNISATION AND
REFURBISHMENT.**

DESCRIPTION:

An older style two bedroom terrace house situated in the Great Baddow area of Chelmsford. The property is easily accessible to the City centre and all the amenities including shops, restaurants, bars and Chelmsford railway station which provides fast and frequent links to London (Liverpool Street)

ACCOMMODATION:

Ground Floor:

Entrance door to –

Lounge – 12' x 10'9" (3.66m x 3.32m)

Dining Room – 10'9" x 10'2" (3.32m x 3.12m)

Kitchen – 7'7" x 6'9" (2.36m x 2.11m)

First Floor:

Bedroom 1 – 11' x 10'8" (3.36m x 3.28m)

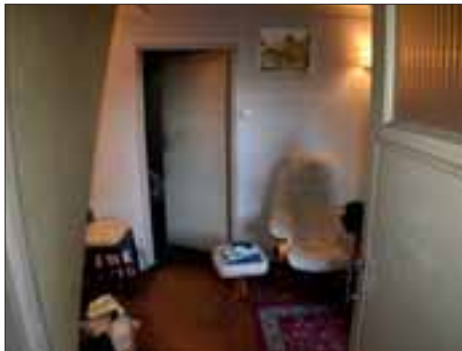
Bedroom 2 – 10' x 9'4" (3.04m x 2.88m)

EXTERIOR:

Small garden to front. Garden to rear with outside w.c.

NOTE:

The Vendors, along with the owners of the other houses in the terrace, have granted an option to a local firm of builders on part of the rear garden. Please see legal pack for details.



Additional Fees

Administration Charge: 0.6% inc VAT of the purchase price, subject to a minimum of £900 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Additional Information

Tenure: Freehold

Local Authority: Chelmsford City Council

Viewing: Please contact the auctioneer for open house viewing dates and times.

Tel: 01702 33 33 99

Energy Performance Certificate (EPC): Current Rating TBC

17 George Street, Harwich, Essex CO12 3ND

*Guide Price: £200,000 (plus fees)

*Description on Auction Information page



OFFERED FOR SALE WITH VACANT POSSESSION IS THIS GRADE II LISTED FORMER RESTAURANT PREMISES WITH POTENTIAL FOR A VARIETY OF USES SUBJECT TO SOME RE-CONFIGURATION AND PLANNING

DESCRIPTION:

The property currently has A3 use with accommodation arranged over 4 floors including a cellar and a two bedroom flat. The present owners have operated a profitable business for many years and have now decided to retire. In our opinion the property is in good decorative order throughout.

LOCATION: Harwich is a town in Essex and is known as one of the Haven ports, located on the coast with the North Sea to the East.

ACCOMMODATION: Ground Floor:

Split Level Seating Area – 31'5" x 26'5" (9.6m x 8.1m) with bar area to the rear and stairs leading to the basement.

Inner Hall with access to Ladies & Gentlemen's Cloakrooms

Basement comprising:

Refrigerator Room – 12'5" x 10'6" (3.8m x 3.2m)

Storage Room – 12'6" x 3'2" (3.8m x 1m)

Bar Cellar – 16'2" x 10'11" (4.9m x 3.3m)

First Floor:

Air Conditioned Seating Area – 26'11" x 18'11" (8.2m x 5.8m) max.

Kitchen – 27' x 10'4" (8.2m x 3.1m)

Top Floor:

Lounge – 14'5" x 13'10" (4.4m x 4.2m)

Bathroom – 13'2" x 11'1" (4m x 3.4m)

Bedroom 1 – 12'2" x 11'1" (3.7m x 3.4m)

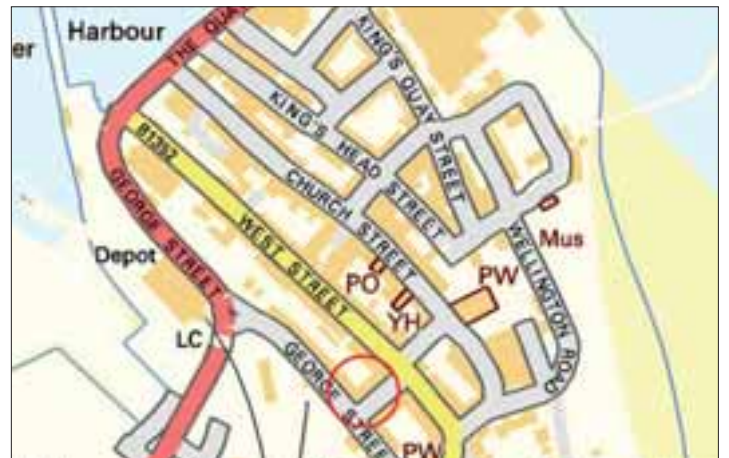
Bedroom 2 – 13'6" x 12'11" (4.1m x 3.9m)

EXTERIOR: Small yard to rear with fire escape to upper floors

PARTNER AGENT:

Boydens, Aston House,
57-59 Crouch Street,
Colchester, CO3 3EY





Additional Fees

Administration Charge: 0.6% inc VAT of the purchase price, subject to a minimum of £900 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Additional Information

Tenure: Freehold

Local Authority: Tendring District Council. Tel: 01255 686868

Viewing: Please contact the auctioneers for details of 'open house' viewing dates and times Tel: 01206 589280

Energy Performance Certificate (EPC): Current Rating Exempt

133 Wellesley Road, Clacton-On-Sea, Essex CO15 3PT

***Guide Price: £95,000 (plus fees)**

**Description on Auction Information page*



OF INTEREST TO DEVELOPERS WILL BE THIS OLDER STYLE TERRACED HOUSE WHICH IS IN NEED OF COMPLETE MODERNISATION AND REFURBISHMENT

DESCRIPTION:

A spacious older style terraced house in need of complete refurbishment situated within walking distance of Clacton town centre and mainline railway station. The property benefits from 3 double bedrooms and a box room, a good size lounge/dining room and a kitchen/morning room.

EXTERIOR:

Front garden retained by a dwarf brick wall. Small garden to the rear (uncultivated)

ACCOMMODATION:

Ground Floor:

Entrance Hall

Lounge/Dining Room - 27'4" x 12'6" > 11'2" (8.33m x 3.81m > 3.40m)

Morning Room - 11' x 9'2" (3.35m x 2.79m) open plan to

Kitchen - 8'6" x 11' > 7'3" (2.59m x 3.35m > 2.21m)

First Floor:

Split Level Landing

Bedroom 1 - 14'8" x 9'1" plus wardrobes (4.47m x 2.77m)

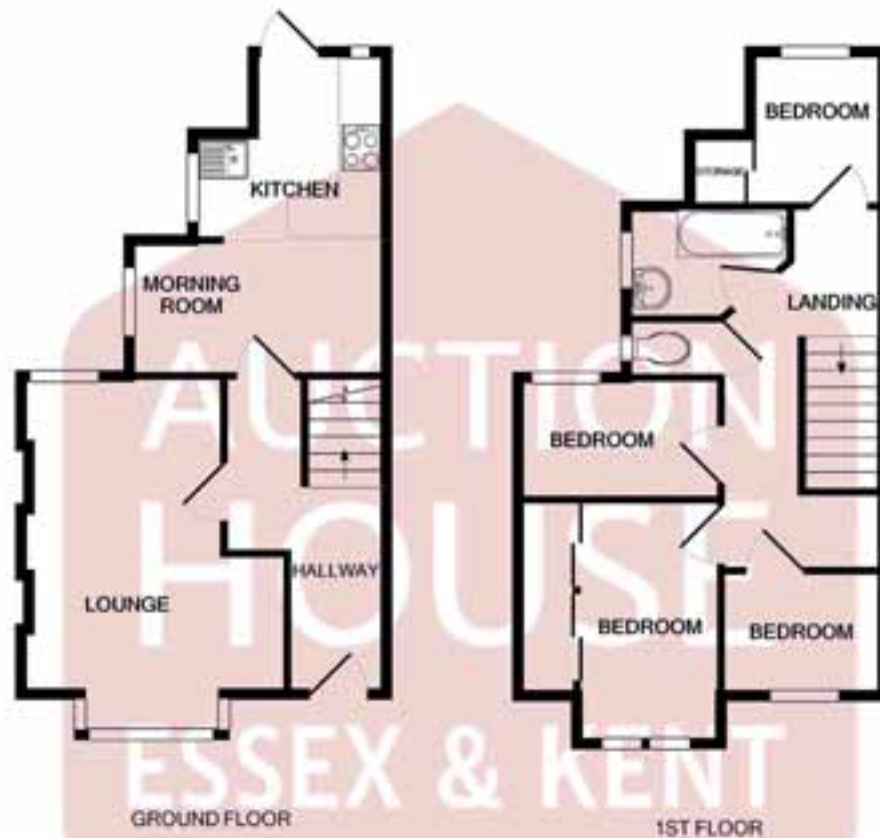
Bedroom 2 - 12'3" x 11'4" (3.73m x 3.45m)

Bedroom 3 - 11'8" x 11'2" Max. (3.56m x 3.40m)

Bedroom 4/Box Room - 8'7" x 5'4" (2.62m x 1.63m)

Bathroom

Separate W.C



Whilst every attempt has been made to ensure the accuracy of the floor plan contained here, measurements of doors, windows, rooms and any other items are approximate and no responsibility is taken for any error, omission, or mis-statement. This plan is for illustrative purposes only and should be used as such by any prospective purchaser. The services, systems and appliances shown have not been tested and no guarantee as to their operability or efficiency can be given.
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Additional Fees

Administration Charge: 0.6% inc VAT of the purchase price, subject to a minimum of £900 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Additional Information

Tenure: Freehold

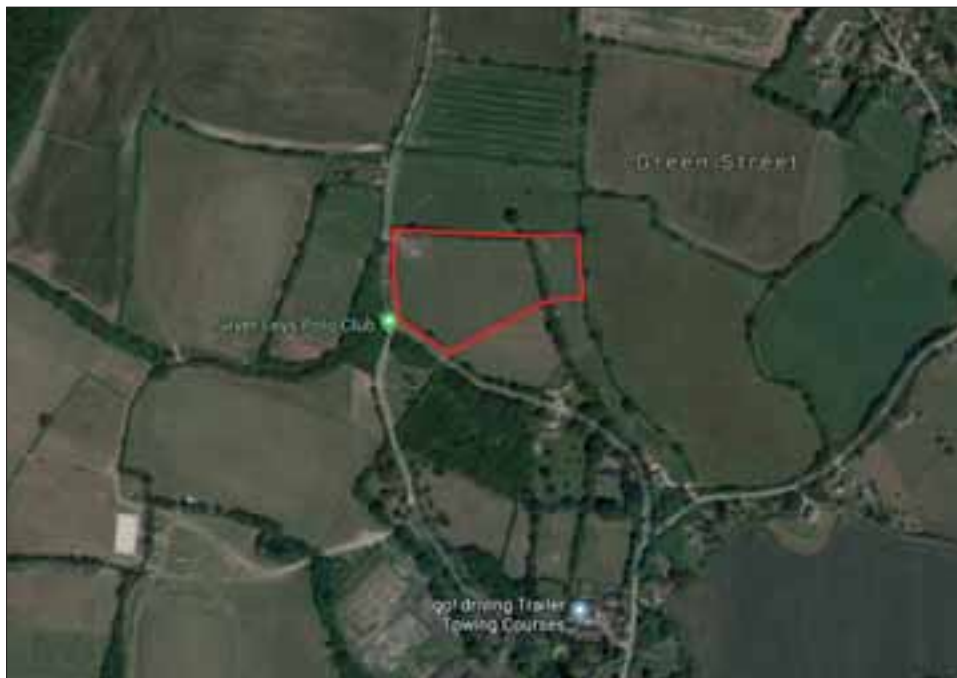
Local Authority: Tendring District Council. Tel: 01255 686868

Viewing: Please contact the auctioneers for details of 'open house' viewing dates and times Tel: 01206 589280

Energy Performance Certificate (EPC): Current Rating To be confirmed

Millfields, Millfield Lane, Little Hadham, Ware, Hertfordshire SG11 2ED

***Guide Price: £175,000 (plus fees)**



A FINE NEWLY BUILT EQUESTRIAN FACILITY COMPRISING 6 STABLES, 2 TACK ROOMS CONFIGURED AS 8 STABLES, AS WELL AS 2 PADDOCKS SET IN 6.3 ACRES. THE VENDOR IS HAPPY TO RECEIVE OFFERS PRIOR TO AUCTION.

DESCRIPTION:

An attractive parcel of land with picturesque views benefitting from a generously sized entrance and parking area.

LOCATION:

The land is situated in a sought after rural location. The A120 is less than half a mile away and Bishop Stortford is just a 5 minute drive from the land.

NOTE:

VAT payable on this purchase

Additional Fees

Administration Charge: 0.6% inc VAT of the purchase price, subject to a minimum of £900 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Additional Information

Tenure: Freehold

Local Authority: East Hertfordshire District Council

Viewing: Please contact the auctioneer for dates and times of 'open house' viewings. Telephone: 01702 33 33 99

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300 Eastwood Road North, Leigh-On-Sea, Essex SS9 4LS

***Guide Price: £235,000 (plus fees)**

*Description on Auction Information page



THIS TWO BEDROOM ESTABLISHED SEMI-DETACHED BUNGALOW WILL APPEAL TO BUILDERS AND DEVELOPERS AS IT IS IN NEED OF COMPLETE RENOVATION.

DESCRIPTION:

A two bedroom semi-detached bungalow which is in need of total renovation and refurbishment. The property is ideally situated being within walking distance of local shops, public house, Belfairs Wood and Belfairs Golf Course and is being offered for sale for the first time since 1988.

ACCOMMODATION:

Entrance Lobby

Hallway

Bedroom 1 - 13'1" x 11'7" (4.00m x 3.57m)

Bedroom 2 - 13'1" x 10'9" (4.00m x 3.33m)

Bathroom - 5'6" plus door recess x 4'8"
(1.72m x 1.47m)

Seperate W.C

Lounge - 13'1" x 11'5" (4.00m x 3.50m)

Kitchen - 11'6" x 10'1" (3.54m x 3.08m)

Utility Room - 9'5" x 6'9" (2.89m x 2.09m)

Conservatory - 23'4" x 7'6" (7.14m x 2.32m)

EXTERIOR:

Garden to front with paved drive leading to attached garage. Covered passage leads to the large rear garden which at present is uncultivated.



Additional Fees

Buyer's Premium: 1.2% inc VAT of the purchase price payable on exchange of contracts.

Administration Charge: 0.6% inc VAT of the purchase price, subject to a minimum of £900 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Additional Information

Tenure: Freehold

Local Authority: Southend on Sea Borough Council

Viewing: Please contact the auctioneer for open house viewing dates and times. Telephone 01702 33 33 99

Energy Performance Certificate (EPC): Current Rating TBC

43 Golf Green Road, Jaywick, Clacton-On-Sea, Essex CO15 2RG



A ONE BEDROOM DETACHED BUNGALOW OF CAVITY BRICK CONSTRUCTION WHICH HAS BEEN RECENTLY RENOVATED AND REPRESENTS AN IDEAL FIRST PURCHASE OR INVESTMENT

DESCRIPTION:

A detached one bedroom bungalow of cavity brick construction situated close to the border of Clacton and Jaywick, and within a quarter of a mile of the Tudor Parade shopping facilities and half a mile from the seafront. Clacton railway station is just over one and a half miles distant.

ACCOMMODATION:

Entrance Porch with door to open plan living area:
Lounge area – 14'3" x 7'7" (4.35m x 2.37m)
Kitchen area – 10'8" x 6'4" (3.28m x 1.96m)
Rear Hall
Bedroom – 10'8" x 7'4" (3.28m x 2.25m)
Bathroom/WC – 6'6" x 5'6" (2.00m x 1.70m) with fully tiled wall and modern suite incorporation jacuzzi style corner bath
Conservatory – 13'2" max > 6'3" x 9'1" (4.03m > 1.92m x 2.78m)

EXTERIOR:

Small concrete yards to front and rear



Whilst every attempt has been made to ensure the accuracy of the floor plan contained here, measurements of doors, windows, rooms and any other items are approximate and no responsibility is taken for any error, omission, or mis-statement. This plan is for illustrative purposes only and should be used as such by any prospective purchaser. The services, systems and appliances shown have not been tested and no guarantee as to their operability or efficiency can be given.
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Additional Fees

Buyer's Premium: £1800 inc VAT payable on exchange of contracts.

Administration Charge: 0.6% inc VAT of the purchase price, subject to a minimum of £900 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Additional Information

Tenure: Freehold

Local Authority: Tendring District Council. Tel: 01255 686868

Viewing: Please contact the auctioneers for details of 'open house' viewing dates and times Tel: 01206 589280

Energy Performance Certificate (EPC): Current Rating D

1 Bosworth House, High Street, Thorpe-Le-Soken, Essex CO16 0EA

*Guide Price: £220,000 (plus fees)

*Description on Auction Information page



A MIXED USE PROPERTY COMPRISING A LOCK UP SHOP ON THE GROUND FLOOR AND A 3 BEDROOM FLAT ON THE FIRST FLOOR. THE PROPERTY IS LET AND HAS A COMBINED RENT PAYABLE OF £22,200 PER ANNUM

DESCRIPTION:

The ground floor shop is a popular local boutique which is currently extending its shop floor in to the back room. The first floor flat is spacious and in good decorative order.

ACCOMMODATION:**Ground Floor:**

Shop Front- 15'8" x 12'8" (4.78m x 3.88m)
 Back Room- 40'4" x 10'5" (12.31m x 3.18m)
 Office- 9'10" x 6'11" (3.0m x 2.12m)

First Floor:

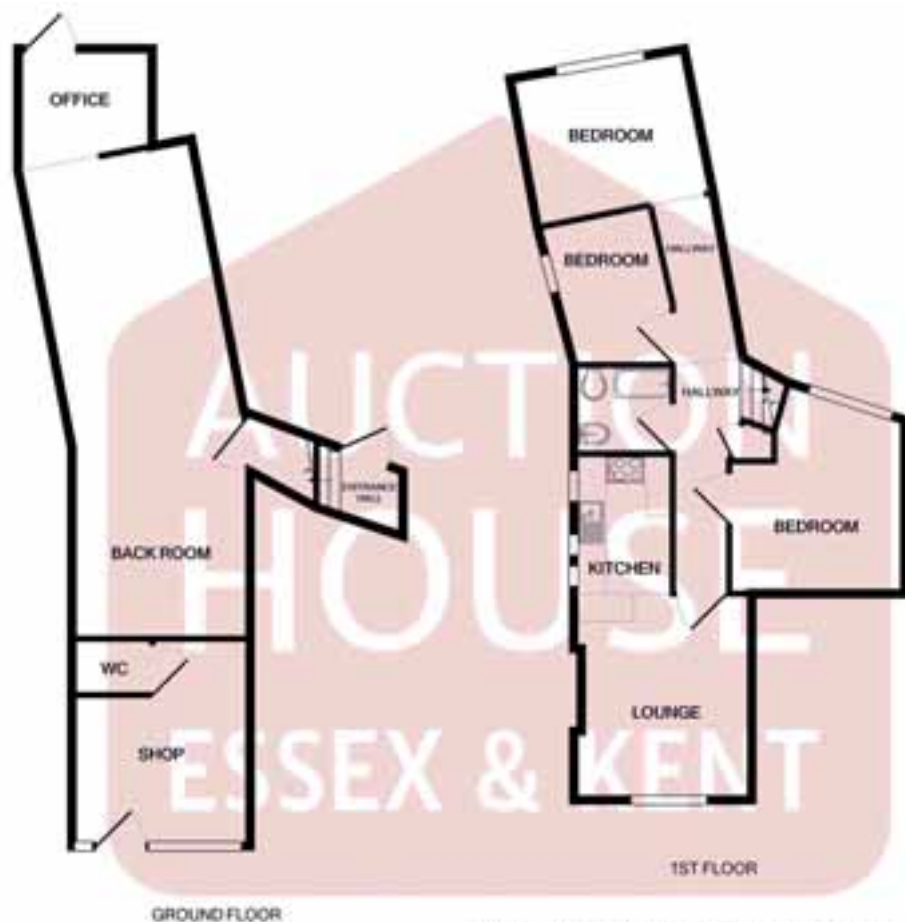
Lounge/Kitchen- 25'9" (MAX) x 13' (MAX)
 (7.86m x 3.98m)
 Bedroom 1- 10'4" x 7'5" (3.15m x 2.27m)
 Bedroom 2- 12'3" x 9'10" (3.74m x 3.02m)
 Bedroom 3- Irregular shape 7' x 5'1"
 (2.14m x 1.55m)
 Bathroom- 7'3" x 5'3" (2.23m x 1.62m)

LOCATION:

There are an abundance of local amenities in close proximity to the property. Thorpe-le-Soken Rail Station is less than a mile distant.

TENURE:

The ground floor is let on a commercial lease and has a rent payable of £1,000pcm. The first floor flat is let on an AST and has a rent payable of £850pcm. Please see legal pack for details.



Whilst every attempt has been made to ensure the accuracy of the floor plan contained here, measurements of doors, windows, rooms and any other items are approximate and no responsibility is taken for any errors, omissions, or mis-statement. This plan is for illustrative purposes only and should be used as such by any prospective purchaser. The services, systems and appliances shown have not been tested and no guarantee as to their operability or efficiency can be given.
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Additional Fees

Administration Charge: 0.6% inc VAT of the purchase price, subject to a minimum of £900 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Additional Information

Tenure: Freehold

Local Authority: Tendring District Council. Tel: 01255 686868

Viewing: Please contact the auctioneers for details of 'open house' viewing dates and times.

Energy Performance Certificate (EPC): Shop-C Flat-D

84 Broadway, 310 Meadow Way & 31 Gorse Way, Jaywick, Essex CO15 2HW***Guide Price: £135,000 (plus fees)**

*Description on Auction Information page

**OF INTEREST TO INVESTORS A PORTFOLIO OF 3 FREEHOLD RESIDENTIAL PROPERTIES CURRENTLY LET GENERATING £16,536.00 P.A.****DESCRIPTION:**

A portfolio of 3 freehold bungalows currently let on assured shorthold tenancy agreements with a rental income of £106 per week each. If bought at guide this represents a yield of 12%p.a.

84 Broadway, Jaywick, Essex. CO15 2HW:

A timber framed detached bungalow with additional insulation offering a total floor area of approximately 32Sq M. Fully double glazed with a current EPC Rating of E (43) offering a potential to increase to a 'B' (92) rating.

310 Meadow Way, Jaywick, Essex. CO15 2HP:

A timber framed detached bungalow with additional insulation offering a total floor area of approximately 27Sq M. Fully double glazed with a current EPC Rating of D (60) offering a potential to increase to a 'B' (93) rating.

31 Gorse Way, Jaywick, Essex. CO15 2HU:

A timber framed detached bungalow with additional insulation offering a total floor area of approximately 27Sq M. Featuring double glazing and LPG Bottled gas fired central heating

NOTE:

At time of going to print no member of the Auction House Team had inspected the properties and we relied upon information provided by the vendor and/or their agents

PARTNER AGENT:

Scott Sheen & Partners, 52 Station Road, Clacton-on-Sea, Essex, CO15 1SP

Additional Fees

Buyer's Premium: £3600 inc VAT payable on exchange of contracts.

Administration Charge: 0.6% inc VAT of the purchase price, subject to a minimum of £900 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Additional Information

Tenure: Freehold

Local Authority: Tendring District Council. Tel: 01255 686868

Viewing: Strictly by appointment with the auctioneer Tel: 01255 449 823

Energy Performance Certificate (EPC): Current Rating 84 Broadway – E, 310 Meadow Way – D, 31 Gorse Way – E

DAVE LEE

DECORATING SERVICES

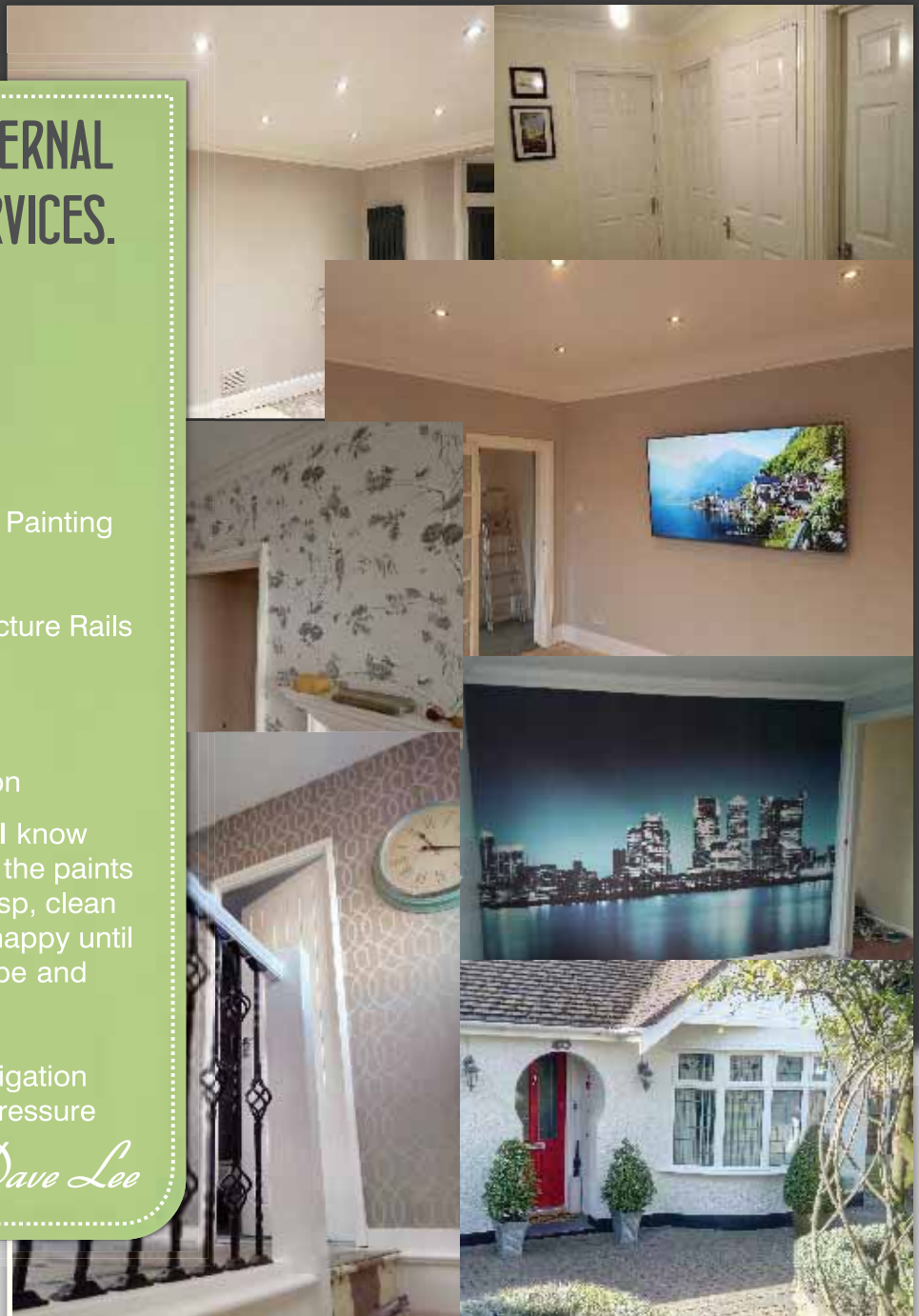
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151-153 High Street, Ongar, Essex CM5 9JD

*Guide Price: £550,000 – £600,000 (plus fees)

*Description on Auction Information page



AN EXCELLENT OPPORTUNITY TO PURCHASE A CHARMING 17TH CENTURY GRADE II LISTED MIXED USE PROPERTY WITH PLANNING PERMISSION TO CONVERT AN EXTERNAL BUILDING INTO 1 BEDROOM DWELLING.

DESCRIPTION:

The property comprises 2 vacant lock up shops to the ground floor, a let 3 bedroom maisonette, a let 2 bedroom maisonette as well as an external building to the rear with full planning permission granted to convert into a 1 bedroom bungalow (planning ref: EPF/2656/18). The property boasts a wealth of original features including 8 octagonal chimney stacks with bell shaped moulded bases that are of historical interest as well as intricate plasterwork work on first floor ceilings including high relief wreaths, overlapping bay leaf decorations on the main beams and moulded cornices. Both flats benefit from rear gardens.

LOCATION:

There are local amenities in close proximity to the property. The A414 is less than half a mile away.

TENANCIES:

The vendor has advised that 151B is let for £825pcm and 153A is let for £925pcm. Both of the ground floor shops were previously let for £833pcm.

PARTNER AGENT:



John Sear, 204 High Street, Ongar, CM5 9JJ

ACCOMMODATION:

151 Ground Floor Shop with a floorspace of approximately 59.97 square metres.

153 Ground Floor Shop with a floorspace of approximately 33.5 square metres.

151 B

First Floor:

Lounge- 12'11" x 11'6" (3.94m x 3.53m)

Kitchen- 14'6" x 8'3" (4.43m x 2.53m)

Utility Room- 7'1" x 4'10" (2.18m x 1.48m)

Bedroom- 13' x 11'3" (3.98m x 3.45m)

Second Floor:

Bedroom- 13'6" x 13'5" (4.13m x 4.11m)

Bedroom- 12'8" x 8'11" (3.88m x 2.74m)

Bathroom- 9'3" x 7'8" (2.83m x 2.34m)

153A

First Floor:

Lounge- 12'7" x 11'11" (3.84m x 3.64m)

Dining Room- 13' x 7'4" (3.98m x 2.24m)

Kitchen- 10'8" x 9'8" (3.27m x 2.86m)

Utility/WC- 7'5" x 4'10" (2.28m x 1.49m)

Second Floor:

Bedroom- 13' x 9'8" (3.98m x 2.96m)

Bedroom- 10' x 7' (3.06m x 2.14m)

Bathroom- 7'4" x 6'11" (2.25m x 2.12m)



Additional Fees

Administration Charge: 0.6% inc VAT of the purchase price, subject to a minimum of £900 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Additional Information

Tenure: Freehold

Local Authority: Epping Forest District Council

Viewing: Please contact the auctioneer for details of 'open house' viewing dates and times. Tel: 01702 33 33 99

Energy Performance Certificate (EPC): Current Rating

151B rated E/ 153A rated E

LEGAL PACKS



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**AUCTION
HOUSE
KENT**

115 Cumberland Avenue, Southend-On-Sea, Essex SS2 4LG

***Guide Price: £250,000 (plus fees)**

*Description on Auction Information page



OF INTEREST TO DEVELOPERS AND INVESTORS WILL BE THIS DETACHED TWO BEDROOM BUNGALOW SITUATED ON A LARGE PLOT.

DESCRIPTION:

A detached two bedroom bungalow which is in need of some modernisation but is situated within 1 mile of Southend East, Southend Victoria and Prittlewell railway stations. The property is in the Southchurch area of Southend and benefits from gas heating, double glazing, off road parking and a large rear garden.

ACCOMMODATION:

Entrance Hall
Bedroom 1 – 16'5" x 10' max. (5.02m x 3.04m)
Lounge – 15'3" into bay x 10'1" (4.66m x 3.07m)
Inner Hall
Bedroom 2 – 14' x 10' (4.27m x 3.04m)
Bathroom – 6'7" x 5'1" (2.05m x 1.54m)
Kitchen – 8'1" x 8' (2.48m x 2.44m)

EXTERIOR:

There is a small garden to the front of the property with off road parking. The rear garden is in excess of 100' and commences with a raised paved patio. The remainder being laid mainly to lawn with mature trees and shrubs.



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Additional Fees

Buyer's Premium: 1.2% inc VAT of the purchase price payable on exchange of contracts.

Administration Charge: 0.6% inc VAT of the purchase price, subject to a minimum of £900 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Additional Information

Tenure: Freehold

Local Authority: Southend on Sea Borough Council

Viewing: Please contact the auctioneer for open house viewing dates and times. Telephone 01702 33 33 99

Energy Performance Certificate (EPC): Current Rating E

14-16 Wolseley Avenue, Jaywick, Clacton-On-Sea, Essex CO15 2JH

***Guide Price: £85,000 (plus fees)**

*Description on Auction Information page



A DECEPTIVELY SPACIOUS 3 BEDROOM FAMILY HOME WHICH IS IN NEED OF REFURBISHMENT AND MODERNISATION, SITUATED WITHIN 100 YARDS OF THE SEAFRONT.

DESCRIPTION:

A 3 bedroom detached chalet style property of traditional construction situated on a double width plot within 100 yards of the seafront. The property benefits from oil fired central heating, double glazing, a garage and off road parking.

ACCOMMODATION:

Ground Floor:

Entrance Hall
Lounge – 16'2" x 10'3" (4.93m x 3.12m)
Dining Area – 13'3" x 11' (4.04m x 3.35m)
Kitchen – 11' x 10'6" (3.35m x 3.20m) – All units have been removed

First Floor:

Landing
Bedroom 1 – 16' x 13'3" (4.88m x 4.04m) into dormer and door recess
Bedroom 2 – 12'3" x 8'4" (3.73m x 2.54m)
Bedroom 3 – 8'11" x 6'2" (2.72m x 1.88m) plus dormer recess
Bathroom/W.C

EXTERIOR:

Open plan frontage providing off road parking and access to the garage. Rear garden which at present is uncultivated.



Additional Fees

Buyer's Premium: £1200 inc VAT payable on exchange of contracts.

Administration Charge: 0.6% inc VAT of the purchase price, subject to a minimum of £900 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Additional Information

Tenure: Freehold

Local Authority: Tendring District Council. Tel: 01255 686868

Viewing: Please contact the auctioneers for details of 'open house' viewing dates and times Tel: 01206 589280

Energy Performance Certificate (EPC): Current Rating TBC

15 Wood Lane, Dagenham, Essex RM8 3ND

***Guide Price: £300,000 (plus fees)**

*Description on Auction Information page



A SPACIOUS, ESTABLISHED, FOUR BEDROOM SEMI-DETACHED HOUSE IN NEED OF MODERNISATION AND SITUATED IN A POPULAR RESIDENTIAL AREA

DESCRIPTION:

An established four bedroom semi-detached house with two reception rooms, gas heating and double glazing. The property is located in a popular residential area close to High Road shops, schools for children of all ages and public transport facilities including Becontree and Chadwell Heath stations. The property is in need of updating but would make an ideal family home.

EXTERIOR:

Small garden to front, retained by a wall. Rear garden laid mainly to lawn with trees & shrubs. LEAN TO UTILITY ROOM/GARDEN ROOM. Two garden sheds.

ACCOMMODATION:

Ground Floor:

Entrance Lobby
Hall - Open plan to Kitchen
Cloakroom - 7'7" x 4'7" (2.31m x 1.40m)
Kitchen - 14'5" x 7'8" > 11'3"
(4.39m x 2.34m > 3.43m)
Lounge - 15' x 11'9" (4.57m x 3.58m)
Dining Room - 11'6" x 9'9" (3.51m x 2.97m)

First Floor:

Landing
Bedroom 1 - 14'9" x 12'1" (4.50m x 3.68m)
Bedroom 2 - 11'9" x 10'1" (3.58m x 3.07m)
Bedroom 3 - 10'1" x 8'1" (3.07m x 2.46m)
Bedroom 4 - 8'8" x 8'1" (2.64m x 2.46m)
Shower Room



Additional Fees

Administration Charge: 0.6% inc VAT of the purchase price, subject to a minimum of £900 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Additional Information

Tenure: Freehold

Local Authority: Barking and Dagenham London Borough Council

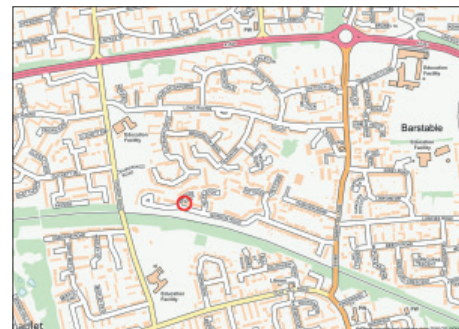
Viewing: Please contact the auctioneer for open house viewing dates and times. Telephone 01702 33 33 99

Energy Performance Certificate (EPC): Current Rating F

101 Gordon Road, Basildon, Essex SS14 1PR

*Guide Price: £170,000 (plus fees)

*Description on Auction Information page



A 3 BEDROOM END OF TERRACE HOUSE IN NEED OF FULL RENOVATION.

ACCOMMODATION:

First Floor

Lounge- 20'4" x 9'11" (6.2m x 3.01m)

Dining Room- 10'7" x 8'6" (3.23m x 2.59m)

Kitchen- 7'2" x 6'10" (2.18m x 2.08m)

First Floor

Bedroom- 14'10" x 10'2" (4.52m x 3.10m)

Bedroom- 10'11" x 10'2" (3.33m x 3.10m)

Bedroom- 9'4" x 7'5" (2.84m x 2.26m)

Bathroom-

EXTERIOR:

The property benefits from front and back gardens with gated access to the rear.

LOCATION:

The property is approximately 1 mile from Basildon Train Station providing direct access to London. Basildon town centre is just a 5 minute drive away. The A13 and A127 are also in close proximity.

NOTE:

This property has a 14 day completion.

Additional Fees

Buyer's Premium: £1140 inc VAT payable on exchange of contracts.

Administration Charge: 0.6% inc VAT of the purchase price, subject to a minimum of £900 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Additional Information

Tenure: Freehold

Local Authority: Basildon District Council

Viewing: Please contact the auctioneer for details of open house viewing dates and times.

Energy Performance Certificate (EPC): Current Rating E

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[auctionhouse.co.uk](https://www.auctionhouse.co.uk)

**AUCTION
HOUSE**

MEMORANDUM OF SALE



Property Address:

Lot No.

Price:

The Vendor:

The Purchaser:

Post Code:

Tel:

It is agreed that the Vendor sells and the Purchaser buys the property described in the accompanying particulars and *conditions of sale subject to their provisions and the terms and stipulations in them at the price above mentioned.

Purchase Price:

£

Less Deposit:

£

Balance:

£

Dated:

Completion Date:

Signed:

Authorised Agent for Vendor

As Agents for the Vendor we acknowledge receipt of the deposit in the form

of:

Dated:

Signed:

The Purchaser

Purchasers Solicitor:

Post Code:

Tel:

Vendors Solicitor:

Post Code:

Tel:

* For the purpose of this contract, the conditions of sale include the three sections of the RICS Common Auction Conditions, the Glossary, Conduct of the Auction and the General Conditions.

In addition and at the same time, the purchaser is required to pay by cheque to the Auctioneer an Administration Charge of 0.6% including VAT or a minimum of £900.00 Incl. VAT. (£750.00 + VAT) Please make cheques payable to Auction House Essex LTD. plus Buyers Premium if applicable.

NON-ATTENDING BID OR TELEPHONE BID

Please also sign and return the reverse side of this form



AUTHORISATION FOR BIDDING BY PROXY OR TELEPHONE

Full Name (s):

Name of Company (if applicable):

Home or Company (address): Postcode:

Tel: Mobile:

Email:

Hereby authorise Auction House to bid on my behalf by proxy / telephone (delete as applicable) bid for the property detailed below.

I confirm that I have read and understood the General Conditions of Sale and signed the Conditions of Bidding by Proxy or Telephone set out overleaf.

PROPERTY AND BID DETAILS

Lot No.: Property Address:

My maximum bid (proxy bids only) will be: £

(amount in words):

DEPOSIT (tick as applicable)

☐

I attach a cheque for 10% of my proxy bid or £3000, whichever is the greater, 0.6% including VAT or a minimum of £900.00 Incl. VAT (£750.00 + VAT Administration Charge) plus Buyers Premium if applicable.

OR

☐

I attach a blank cheque to be completed by the Auctioneer if my bid is successful, within which he will include 0.6% including VAT or a minimum of £900.00 Incl. VAT (£750.00 + VAT Administration Charge) plus Buyers Premium if applicable.

My cheque of £ payable to AUCTION HOUSE ESSEX LTD (amount if applicable)

I hereby authorise Auction House to undertake Proof of Identification checks using the information provided.

Date of Birth Period living at current address NI Number

Passport Number

Driving Licence Number

Previous address if less than 6 months

SOLICITORS

My solicitors are:

Of (address):

Postcode:

Tel: Person Acting:

If my bid is successful, I authorise the Auctioneer to sign the Memorandum of Sale on my behalf and recognise that I will be the legally bound purchaser of the property referred to above and must complete the purchase of the property within the time specified in the General/Special Conditions of Sale.

Signed: Date:

PLEASE MARK THE ENVELOPE EITHER PROXY OR TELEPHONE BID

TERMS AND CONDITIONS FOR TELEPHONE BIDS AND BIDDING BY LETTER

Anyone not able to attend the auction and wishing to make a bid for any property,
do so on the following terms and conditions:

1. The bidder must complete a separate authority form for each Lot involved, and provide a bankers draft, solicitor's client's account cheque or personal cheque for 10% of the maximum amount of the bid for each Lot. Please note the minimum deposit for any bid is £3,000 PER LOT.
2. The bidder must upload Proof of Identity in the form of a scan of a driving licence or passport, and a scan of a utility bill to the Auctions Passport Service that accesses the property's Legal Pack. Also you authorise Auction House to undertake a search with Experian for the purpose of verifying your identity. To do so Experian may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.
3. The form must be sent to, or delivered to: Written & Telephone Bids, Auction House, Hillsboro', 377 Southchurch Road, Southend on Sea, Essex SS1 2PQ to arrive before 6pm two working days prior to the start of the auction. It is the bidders responsibility to check that the form is received by Auction House and this can be done by telephoning the office.
4. In the case of a telephone bid the prospective purchaser should provide a blank cheque in the name of the purchaser which the Auctioneer will complete on behalf of the prospective purchaser if the prospective purchaser is successful in purchasing the relevant property for 10% of the purchase price, plus the administration charge or in accordance with the General or Special Conditions of Sale relating to the lot.
5. The bidder shall be deemed to have read the "Important Notice to be read by all bidders"; the particulars of the relevant Lot in the catalogue the general and special conditions of sale. The bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum of any amendments relating to the relevant Lot. Announcements can and should be checked by bidders on the day before the auction. However, the Auctioneers will advise the bidders of any announcements as soon as possible prior to the Auction.
6. In the case of a written bid, Auction House staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted, Auction House reserve the right not to bid.
7. Auction House reserve the right not to bid on behalf of written bidders, in the event of any error, doubt, omission, uncertainty as to the bid, any failure to validate Proof of Identification, or for any reason whatsoever and give no warranty, or guarantee, that a bid would be made on behalf of the bidder and accept no liability.
8. In the event that the written or telephone bid is successful, the Auctioneer will sign the Memorandum of the Contract on behalf of the bidder (a Contract would have been formed on the fall of the hammer).
9. In the event of a Contract, the deposit monies will be applied so far as necessary to meet the requirement for a 10% deposit (minimum £3,000) and the balance of the deposit (if any) will be held by the vendors solicitor pending completion. An Administration charge of 0.6% including VAT or a minimum of £900.00 Incl. VAT (£750.00 + VAT) should be added to the deposit cheque or a separate cheque should be made payable to Auction House Essex LTD. Bank transfer details below:
Account Name: Auction House Essex Limited (Client Account)
Account Number: 65590872
Sort Code: 55 50 28
Bank: Natwest Bank Plc
Branch Address: 132 High Street, Southend on Sea, Essex SS1 1JX
10. In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
11. The Auctioneer will make no charge to a prospective purchaser for this service and will accept no liability whatsoever for any bid not being made on behalf of the prospective purchaser whether through lack of clarity of instructions or for any other reason whatsoever. Prospective telephone purchasers will not hold Auction House liable for any loss or claims relating to the telephone bidding system. The prospective purchaser will be advised if the relevant lot has been successfully purchased on his behalf as soon as possible after the auction. Where the lot has not been purchased the prospective purchaser will be notified by post and the deposit returned as soon as reasonably possible.
12. Once delivered to the Auctioneers, the authority to bid is binding on the bidder on the day on which the particular Lot is auctioned. This is to allow for the possibility of a Vendor agreeing to sell post auction where the bidding has not reached the reserve.
13. The authority can only be withdrawn by notification in writing delivered to Auction House at their office two hours before the start of the auction on the day the relevant Lot is scheduled to be auctioned, or by delivery into the hands of the Auctioneer in the auction room half-an-hour before the start of that day's auction. It is the bidders responsibility to obtain a receipt on a copy of the withdrawal notification signed by one of the Auctioneers and without such a receipt the authority stands, any successful Contract is binding on the bidder.
14. If the bidder, or an agent, actually bids at the auction without having previously withdrawn the authority, the Auctioneer is at liberty to accept such bid in addition to any bid from Auction House staff as empowered under the written authority. Auction House will have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
15. Prospective purchasers are advised in respect of telephone bids should they become disconnected during bidding or are unobtainable, Auction House will not be held responsible or liable for any loss suffered in respect thereof. I hereby confirm that I have read and understood the above terms and conditions to bid by letter.

Signed: Date:

Please sign this page and ensure the form overleaf is completed

Day 2

Thursday 27th February 2020
7.00pm

**AUCTION
HOUSE
KENT**

Lots 17 - 23

(unless previously sold or withdrawn)

Mercure Maidstone
Great Danes Hotel
Ashford Road
Maidstone, Kent
ME17 1RE



LEGAL PACKS



We remind all prospective buyers that prior to auction day, the legal documents can be viewed at our offices, or online for free, thus making the process of purchasing at auction much easier and open to everyone.

We also offer a service for non attending bids by way of telephone or proxy if you cannot make the auction day. Non Attending Bid Forms are included to the rear of this Catalogue.

**AUCTION
HOUSE**

auctionhouse.co.uk

Flat 1, Coombe House, 3 Coombe Road, Folkestone, Kent CT19 4EG***Guide Price: £80,000 – £90,000 (plus fees)**

*Description on Auction Information page



OF INTEREST TO INVESTORS AND OWNER OCCUPIERS ALIKE A VACANT ONE BEDROOM FIRST FLOOR FLAT IN GOOD DECORATIVE ORDER.

DESCRIPTION:

Large double bed first floor flat in very good decorative order with modern fitted kitchen and bathroom suite. Benefits from uPVC double glazing and gas central heating (untested). An ideal investment opportunity in a popular residential location.

ACCOMODATION:**First Floor**

Living / Dining Room: 13'5" x 10'7" (4.09m x 3.23m)

Kitchen: 9'6" x 8'10" (2.90m x 2.69m)

Bedroom: 15'11" x 13'6" (4.85m x 4.11m)

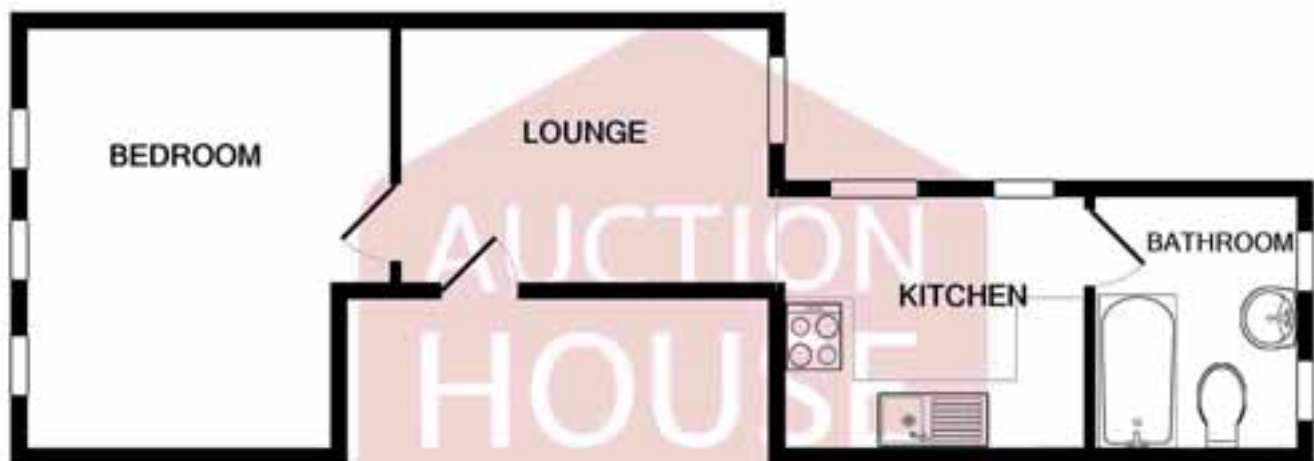
Bathroom: 8'11" x 6'1" (2.46m x 1.85m)

LOCATION:

The property is located in the Cheriton area of Folkestone, within 200 yards of local shops and 500 yards of Folkestone West Station with it's high speed link to London St Pancras. Motorway access via the M20 and the Channel Tunnel rail link within 1 mile. Folkestone town centre is less than 2 miles away.

PARTNER AGENT:

Fell Reynolds, 125 Sangate Road, Folkstone, CT20 2BL Tel:01303 850 125



Whilst every attempt has been made to ensure the accuracy of the floor plan contained here, measurements of doors, windows, rooms and any other items are approximate and no responsibility is taken for any error, omission, or mis-statement. This plan is for illustrative purposes only and should be used as such by any prospective purchaser. The services, systems and appliances shown have not been tested and no guarantee as to their operability or efficiency can be given
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Additional Fees

Buyer's Premium: £1800 inc VAT payable on exchange of contracts.

Administration Charge: 0.6% inc VAT of the purchase price, subject to a minimum of £900 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Additional Information

Tenure: Leasehold

Local Authority: Shepway District Council

Viewing: Strictly by appointment with the Auctioneer

Tel: 01622 589 623

Energy Performance Certificate (EPC): Current Rating D

66 Morehall Avenue, Folkestone, Kent CT19 4EF***Guide Price: £220,000 (plus fees)****OF INTEREST TO INVESTORS AND OWNER OCCUPIERS ALIKE A WELL PRESENTED THREE BEDROOM TERRACED HOUSE.****DESCRIPTION:**

Large three double bedroom terraced house in good decorative order. Benefits from uPVC double glazing and gas central heating (untested). Large bathroom with separate bath and shower cubicle. Good sized rear garden. An ideal opportunity for an investor or owner occupier in a popular residential location.

ACCOMODATION:**Ground Floor**

Living / Dining Room 25'7" max x 11'2" max (7.8m max x 3.4m max)

Kitchen 13'0" x 7'0" (3.96m x 2.13m)

First Floor

Bedroom 1 14'8" max x 12'5" (4.47m max x 3.78m)

Bedroom 2 12'11" x 9'4" (3.94m x 2.84m)

Bathroom 12'2" x 7'1" (3.71m x 2.16m)

Second Floor

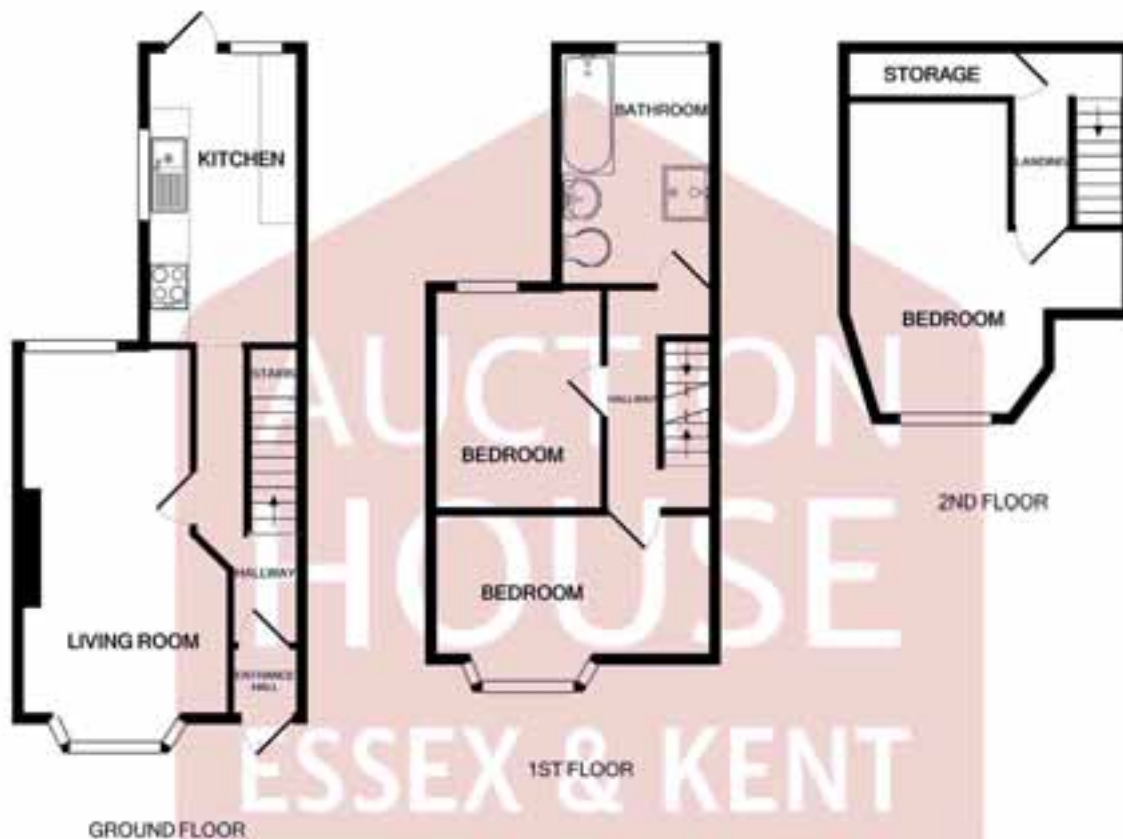
Bedroom 3 19'6" max x 9'4" max (5.94m max x 2.84m max)

EXTERIOR:

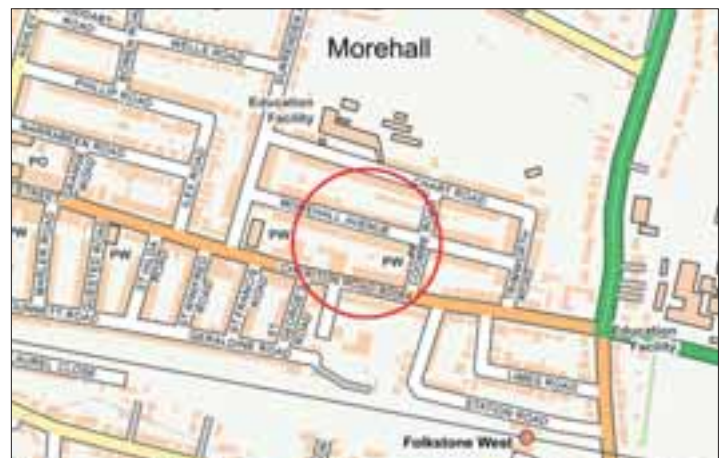
Paved front garden retained by dwarf brick wall. Rear garden with paved patio leading to lawned area with concrete path

LOCATION:

The property is located in the Cheriton area of Folkestone, close to local shops, schools and amenities. 500 yards from Folkestone West Station with it's high speed link to London St Pancras. Motorway access via the M20 and the Channel Tunnel rail link within 1 mile. Folkestone town centre is less than 2 miles away.



Whilst every attempt has been made to ensure the accuracy of the floor plan contained here, measurements of doors, windows, rooms and any other items are approximate and no responsibility is taken for any error, omission, or mis-statement. This plan is for illustrative purposes only and should be used as such by any prospective purchaser. The services, systems and appliances shown have not been tested and no guarantee as to their operability or efficiency can be given.
Made with Metropoli 12/2/20



Additional Fees

Administration Charge: 0.6% inc VAT of the purchase price, subject to a minimum of £900 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Additional Information

Tenure: Freehold

Local Authority: Shepway District Council

Viewing: Strictly by appointment with the Auctioneer

Tel: 01622 589 623

Energy Performance Certificate (EPC): Current Rating D

KWD SURVEYORS LLP

We are Chartered Building Surveyors and registered Valuers,
regulated by the RICS.

We cover the whole of Essex, North London, Hertfordshire, Suffolk and
provide a full range of professional services.

In respect of Auctions, we will, prior to the auction, inspect the
property, advise on a range of likely values and provide budget costs
with a cost effective limited report.

Typically, a 2/3 bed property would be £440.00 including VAT.

In the event that you are unsuccessful at the auction, we provide a 20%
discount on a future survey or valuation.

To book survey/inspection please contact Michelle:
01206 804123 or email info@kwdsurveyors.co.uk



Woodlands, Weatherhill Common, Smallfield, Horley, Surrey RH6 9JF

***Guide Price: £90,000 (plus fees)**

*Description on Auction Information page



A FREEHOLD RECTANGULAR PARCEL OF LAND MEASURING APPROXIMATELY 12,000 SQ FT (1,128SQ M). POSSIBLE DEVELOPMENT SUBJECT TO OBTAINING ALL NECESSARY CONSENTS

DESCRIPTION:

A freehold parcel of land enclosed by fences with gated road access. We are advised that the property has the benefit of Water, Mains Drainage and Electricity. There is an area of hard standing to rear.

LOCATION:

Situated approximately 3 miles to the North East of London Gatwick Airport the land is less than a mile to the West of the village of Smallfield with its Bars, Pubs, Restaurants and Shops. Junction 9 of the M23 is about 2 miles to the South of the land.

Additional Fees

Buyer's Premium: £1800 inc VAT payable on exchange of contracts.

Administration Charge: 0.6% inc VAT of the purchase price, subject to a minimum of £900 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Additional Information

Tenure: Freehold

Local Authority: Tandridge District Council

Viewing: Strictly by appointment with Auctioneer

Tel: 01622 589 623

4 Ordnance Street, Chatham, Kent ME4 6SL

*Guide Price: £90,000 (plus fees)

*Description on Auction Information page



INVESTMENT LOCK UP CONVENIENCE STORE (LONG LEASEHOLD) GENERATING £9,000P.A. WHICH IS A YEILD OF 10% IF PURCHASED AT GUIDE

DESCRIPTION:

Lock up retail unit with basement located in a prominent trading parade location with on street parking in a large residential area, close to Chatham train station. Investment opportunity producing £750 pcm (£9,000 pa). Lease 125 Years from 3rd July 1984 thus 89 years remaining

ACCOMMODATION:

Well fitted commercial unit, trading as a convenience store, modern shopfront and roller shutters. Basement and storage area.

LOCATION:

Chatham is one of the Medway towns located in North Kent, in South East England. Chatham train station is 34 miles (55.2 km) down the line from London Victoria and is situated between Rochester and Gillingham.

Additional Fees

Buyer's Premium: £1800 inc VAT payable on exchange of contracts.

Administration Charge: 0.6% inc VAT of the purchase price, subject to a minimum of £900 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Additional Information

Tenure: Leasehold

Local Authority: Medway Council

Viewing: Strictly by appointment with the Auctioneer

Tel: 01622 589 623

Energy Performance Certificate (EPC): Current Rating F



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Secured Loans
Bridging Finance
Commercial Finance



To speak to an adviser contact:

Gary Simmons
Gary@themoneyhub.co.uk
07887428356

Matt Wiseman
Matt@themoneyhub.co.uk
07702158629

www.themoneyhub.co.uk

AS A MORTGAGE IS SECURED AGAINST YOUR HOME OR PROPERTY, IT MAY BE REPOSSESSED IF YOU DO NOT KEEP UP THE MORTGAGE REPAYMENTS THINK CAREFULLY BEFORE SECURING OTHER DEBTS AGAINST YOUR HOME.

We are Authorised and Regulated by the Financial Conduct Authority Ref 649189.

THE FINANCIAL CONDUCT AUTHORITY DOES NOT REGULATE SOME FORMS OF COMMERCIAL FINANCE, BRIDGING AND BUY TO LET MORTGAGES. BUSINESS UNSECURED LOANS WOULD FALL UNDER COMMERCIAL FINANCE

Flat 48 Laurel Court, 24 Stanley Road, Folkestone, Kent CT19 4RL***Guide Price: £70,000 (plus fees)**

*Description on Auction Information page

**VACANT ONE BEDROOM APARTMENT
LOCATED IN THE TOWN OF FOLKESTONE IN A
RETIREMENT DEVELOPMENT****DESCRIPTION:**

A one bedroom top floor retirement apartment in a retirement complex with many in-house amenities in the Cheriton area of Folkestone.

ACCOMMODATION:

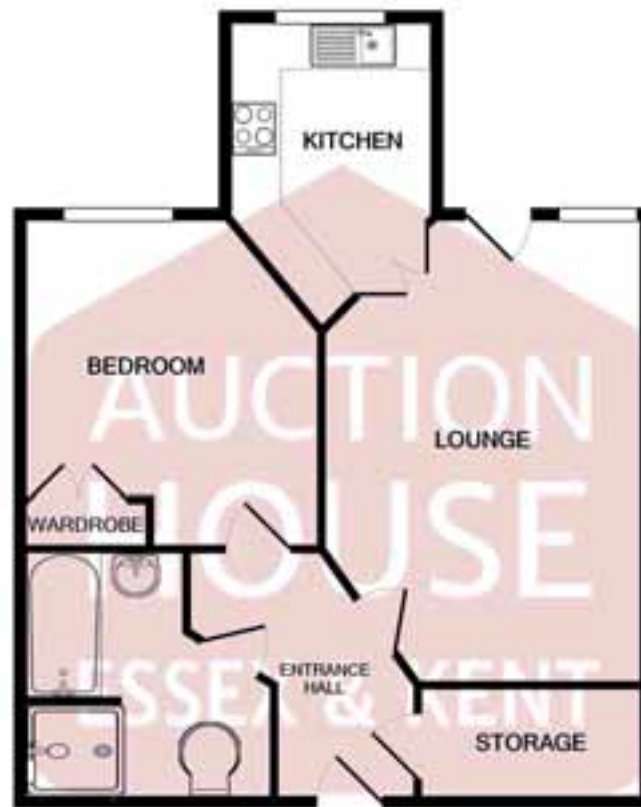
Secure communal entrance on ground floor
Elevators or stairs to second floor
Entrance Hall
Lounge 21' x 10'8" (6.41m x 3.27m)
Kitchen 7'6" x 8'9" (2.31m x 2.67m)
Bedroom 14' x 10'1" (4.29m x 3.08m)
Wet Room 8'9" x 8' (2.69m x 2.45m)

EXTERIOR:

The property benefits from a large private car park to the front and well maintained communal gardens

LOCATION:

Situated to the west of the town centre less than half a mile from junction 12 of the M20. Walking distance to local shops, bars and restaurants. Approx. half a mile from Folkestone West mainline railway station. About one mile from the channel tunnel



Whilst every attempt has been made to ensure the accuracy of the floor plan contained here, measurements of doors, windows, rooms and any other items are approximate and no responsibility is taken for any error, omission, or mis-statement. This plan is for illustrative purposes only and should be used as such by any prospective purchaser. The services, systems and appliances shown have not been tested and no guarantee as to their operability or efficiency can be given.
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Additional Fees

Buyer's Premium: £1800 inc VAT payable on exchange of contracts.

Administration Charge: 0.6% inc VAT of the purchase price, subject to a minimum of £900 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Additional Information

Tenure: Leasehold

Local Authority: Shepway District Council

Viewing: Strictly by appointment with the Auctioneer

Tel: 01622 589 623

Energy Performance Certificate (EPC): Current Rating c

3 Gloster Terrace, The Esplanade, Sandgate, Folkestone, CT20 3DT

*Guide Price: £295,000 (plus fees)

*Description on Auction Information page

SEAFRONT FIVE BEDROOM TERRACED HOUSE
FOR SALE WITH VACANT POSSESSION**DESCRIPTION:**

Five bedroomed mid-terraced in need of some updating in highly sought after seafront location. Spread over four floors accommodation includes large through living / dining room, study, two bathrooms and conservatory. uPVC double glazing throughout and gas central heating (untested).

ACCOMODATION:**Ground Floor**

Lounge 13'5" x 11'11"max (4.09m x 3.63m)
Dining Room 12'11" x 10'1" max (3.94m x 3.07m)
Kitchen 13'7" x 8'10" (4.14m x 2.69m)
Conservatory 14'6" x 5'8" (4.42m x 1.73m)

First Floor

Bedroom 1 15'10" x 13'4" (4.83m x 4.06m)
Bedroom 2 12'11" x 10'1" (3.94m x 3.07m)
Study 7'11" x 5'5" (2.41m x 1.65m)
Bathroom 1 8'4" x 5'5" (2.54m x 1.65m)

Second Floor

Bedroom 3 16'2" x 13'8" (4.93m x 4.17m)
Bedroom 4 13'7" x 8'0" (4.14m x 2.44m)
Bathroom 2 13'2" x 9'3" (4.01m x 2.82m)

Third Floor

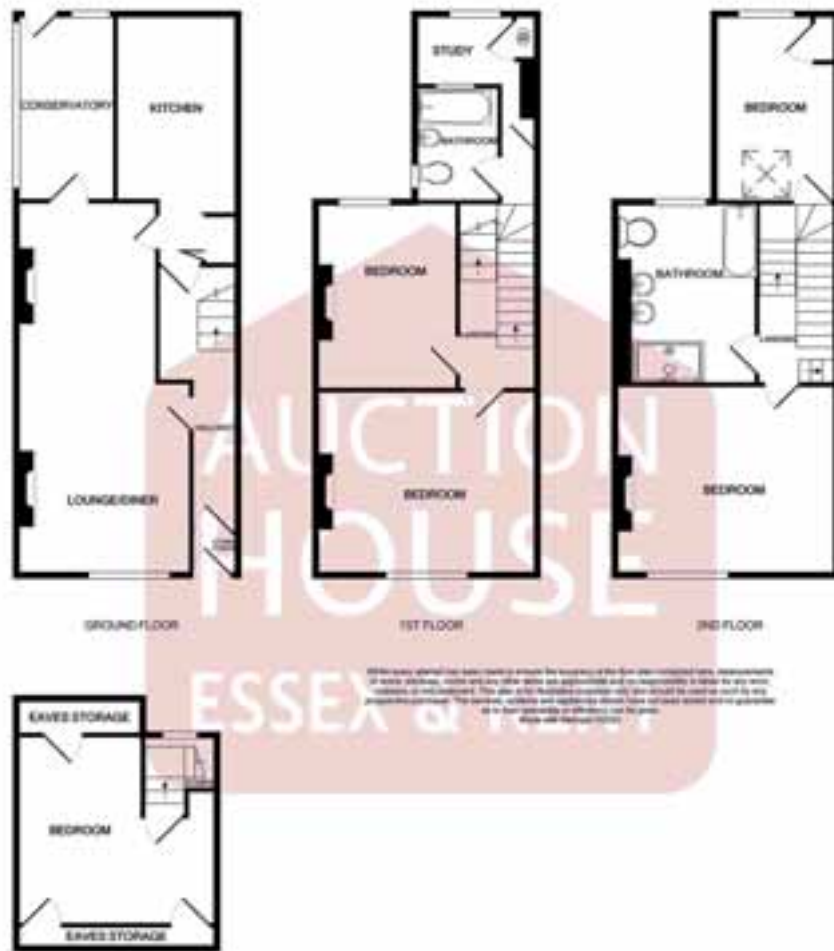
Bedroom 5 14'5" max x 11'7"max (4.39m x 3.53m)

EXTERIOR:

Paved terrace to front with uninterrupted sea views

LOCATION:

With direct seaviews on the coastal road in Sandgate, west of Folkestone. Local shops, bars, restaurants and amenities within half a mile. A wider choice of shops and amenities in Folkestone, 2.5 miles away. High speed rail link from Folkestone West to London St Pancras within 2 miles. Motorway access via the M20 and the Channel Tunnel rail link within 4 miles.



Additional Fees

Administration Charge: 0.6% inc VAT of the purchase price, subject to a minimum of £900 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Additional Information

Tenure: Freehold

Local Authority: Shepway District Council

Viewing: Strictly by appointment with the Auctioneer

Tel: 01622 589 623

Energy Performance Certificate (EPC): Current Rating E

2A Granville Road, Gillingham, Kent ME7 2PB

***Guide Price: £130,000 (plus fees)**

*Description on Auction Information page



FREEHOLD TENANTED 3 BEDROOM END OF TERRACE HOUSE OFFERING A RENT OF £9,000 P.A. WHICH IS A YIELD OF 6.9% IF BOUGHT AT GUIDE PRICE

DESCRIPTION:

Three Bedroom End of Terrace House Tenanted at £750 pcm we are advised by the landlord and tenant that there are rent arrears which the tenant has informed us they will settle in full subject to a new tenancy agreement being issued. The tenant also claims they have resided at the property for 6 years and have not previously been in arrears.

LOCATION:

Close to Gillingham town centre and the train station which is 35 miles (57.8 km) down the line from London Victoria and is situated between Chatham and Rainham

ACCOMMODATION:

Living Room: 24' x 10' (7.4m x 3.18m)
 Kitchen: 7'4" x 5'7" (2.2m x 1.7m)
 Bathroom: 7'7" x 6' (2.3m x 1.8m)
 Bedroom 1: 12' x 10'8" (3.8m x 3.2m)
 Bedroom 2: 11'7" x 10'9" (3.5m x 3.3m)
 Bedroom 3: 7'7" x 6'6" (2.3m x 1.8m)

EXTERIOR:

There is a small front garden which is laid with hardstanding and there is a small courtyard garden to the West face of the building



Additional Fees

Buyer's Premium: £1800 inc VAT payable on exchange of contracts.

Administration Charge: 0.6% inc VAT of the purchase price, subject to a minimum of £900 inc VAT, payable on exchange of contracts.

Disbursements: Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Additional Information

Tenure: Freehold

Local Authority: Medway Council

Viewing: Strictly by appointment with the Auctioneer

Tel: 01622 589 623

Energy Performance Certificate (EPC): Current Rating D

ESSEX AUCTION DATES 2020

Tuesday 21st April 2020

Tuesday 9th June 2020

Tuesday 21st July 2020

Tuesday 15th September 2020

Tuesday 3rd November 2020

Tuesday 15th December 2020

For all enquiries or a valuation contact

01702 33 33 99 / 01206 58 92 80

sold@ahessex.co.uk AHEssex.co.uk

**AUCTION
HOUSE
ESSEX**

KENT AUCTION DATES 2020

Thursday 23rd April 2020

Wednesday 10th June 2020

Thursday 23rd July 2020

Thursday 17th September 2020

Thursday 5th November 2020

Wednesday 16th December 2020

For all enquiries or a valuation contact

01622 58 96 23

sold@ahkent.co.uk AHKent.co.uk

**AUCTION
HOUSE
KENT**

NON-ATTENDING BID OR TELEPHONE BID

Please also sign and return the reverse side of this form



AUTHORISATION FOR BIDDING BY PROXY OR TELEPHONE

Full Name (s):

Name of Company (if applicable):

Home or Company (address): Postcode:

Tel: Mobile:

Email:

Hereby authorise Auction House to bid on my behalf by proxy / telephone (delete as applicable) bid for the property detailed below.

I confirm that I have read and understood the General Conditions of Sale and signed the Conditions of Bidding by Proxy or Telephone set out overleaf.

PROPERTY AND BID DETAILS

Lot No.: Property Address:

My maximum bid (proxy bids only) will be: £

(amount in words):

DEPOSIT (tick as applicable)

☐

I attach a cheque for 10% of my proxy bid or £3000, whichever is the greater, 0.6% including VAT or a minimum of £900.00 Incl. VAT (£750.00 + VAT Administration Charge) plus Buyers Premium if applicable.

OR

☐

I attach a blank cheque to be completed by the Auctioneer if my bid is successful, within which he will include 0.6% including VAT or a minimum of £900.00 Incl. VAT (£750.00 + VAT Administration Charge) plus Buyers Premium if applicable.

My cheque of £ payable to AUCTION HOUSE KENT LTD (amount if applicable)

I hereby authorise Auction House to undertake Proof of Identification checks using the information provided.

Date of Birth Period living at current address NI Number

Passport Number

Driving Licence Number

Previous address if less than 6 months

SOLICITORS

My solicitors are:

Of (address):

Postcode:

Tel: Person Acting:

If my bid is successful, I authorise the Auctioneer to sign the Memorandum of Sale on my behalf and recognise that I will be the legally bound purchaser of the property referred to above and must complete the purchase of the property within the time specified in the General/Special Conditions of Sale.

Signed: Date:

PLEASE MARK THE ENVELOPE EITHER PROXY OR TELEPHONE BID

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1. The bidder must complete a separate authority form for each Lot involved, and provide a bankers draft, solicitor's client's account cheque or personal cheque for 10% of the maximum amount of the bid for each Lot. Please note the minimum deposit for any bid is £3,000 PER LOT.
2. The bidder must upload Proof of Identity in the form of a scan of a driving licence or passport, and a scan of a utility bill to the Auctions Passport Service that accesses the property's Legal Pack. Also you authorise Auction House to undertake a search with Experian for the purpose of verifying your identity. To do so Experian may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.
3. The form must be sent to, or delivered to: Written & Telephone Bids, Auction House, GHL House, 12-14 Albion Place, Maidstone, Kent ME14 5DZ to arrive before 6pm two working days prior to the start of the auction. It is the bidders responsibility to check that the form is received by Auction House and this can be done by telephoning the office.
4. In the case of a telephone bid the prospective purchaser should provide a blank cheque in the name of the purchaser which the Auctioneer will complete on behalf of the prospective purchaser if the prospective purchaser is successful in purchasing the relevant property for 10% of the purchase price, plus the administration charge or in accordance with the General or Special Conditions of Sale relating to the lot.
5. The bidder shall be deemed to have read the "Important Notice to be read by all bidders"; the particulars of the relevant Lot in the catalogue the general and special conditions of sale. The bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum of any amendments relating to the relevant Lot. Announcements can and should be checked by bidders on the day before the auction. However, the Auctioneers will advise the bidders of any announcements as soon as possible prior to the Auction.
6. In the case of a written bid, Auction House staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted, Auction House reserve the right not to bid.
7. Auction House reserve the right not to bid on behalf of written bidders, in the event of any error, doubt, omission, uncertainty as to the bid, any failure to validate Proof of Identification, or for any reason whatsoever and give no warranty, or guarantee, that a bid would be made on behalf of the bidder and accept no liability.
8. In the event that the written or telephone bid is successful, the Auctioneer will sign the Memorandum of the Contract on behalf of the bidder (a Contract would have been formed on the fall of the hammer).
9. In the event of a Contract, the deposit monies will be applied so far as necessary to meet the requirement for a 10% deposit (minimum £3,000) and the balance of the deposit (if any) will be held by the vendors solicitor pending completion. An Administration charge of 0.6% including VAT or a minimum of £900.00 Incl. VAT (£750.00 + VAT) should be added to the deposit cheque or a separate cheque should be made payable to Auction House Kent LTD. Bank transfer details below:
Account Name: Auction House Kent Limited (Client Account)
Account Number: 70281289
Sort Code: 55 50 28
Bank: Natwest Bank Plc
Branch Address: 132 High Street, Southend on Sea, Essex SS1 1JX
10. In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
11. The Auctioneer will make no charge to a prospective purchaser for this service and will accept no liability whatsoever for any bid not being made on behalf of the prospective purchaser whether through lack of clarity of instructions or for any other reason whatsoever. Prospective telephone purchasers will not hold Auction House liable for any loss or claims relating to the telephone bidding system. The prospective purchaser will be advised if the relevant lot has been successfully purchased on his behalf as soon as possible after the auction. Where the lot has not been purchased the prospective purchaser will be notified by post and the deposit returned as soon as reasonably possible.
12. Once delivered to the Auctioneers, the authority to bid is binding on the bidder on the day on which the particular Lot is auctioned. This is to allow for the possibility of a Vendor agreeing to sell post auction where the bidding has not reached the reserve.
13. The authority can only be withdrawn by notification in writing delivered to Auction House at their office two hours before the start of the auction on the day the relevant Lot is scheduled to be auctioned, or by delivery into the hands of the Auctioneer in the auction room half-an-hour before the start of that day's auction. It is the bidders responsibility to obtain a receipt on a copy of the withdrawal notification signed by one of the Auctioneers and without such a receipt the authority stands, any successful Contract is binding on the bidder.
14. If the bidder, or an agent, actually bids at the auction without having previously withdrawn the authority, the Auctioneer is at liberty to accept such bid in addition to any bid from Auction House staff as empowered under the written authority. Auction House will have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
15. Prospective purchasers are advised in respect of telephone bids should they become disconnected during bidding or are unobtainable, Auction House will not be held responsible or liable for any loss suffered in respect thereof. I hereby confirm that I have read and understood the above terms and conditions to bid by letter.

Signed: Date:

Please sign this page and ensure the form overleaf is completed

MEMORANDUM OF SALE



Property Address:

Lot No.

Price:

The Vendor:

The Purchaser:

Post Code:

Tel:

It is agreed that the Vendor sells and the Purchaser buys the property described in the accompanying particulars and *conditions of sale subject to their provisions and the terms and stipulations in them at the price above mentioned.

Purchase Price:

£

Less Deposit:

£

Balance:

£

Dated:

Completion Date:

Signed:

Authorised Agent for Vendor

As Agents for the Vendor we acknowledge receipt of the deposit in the form

of:

Dated:

Signed:

The Purchaser

Purchasers Solicitor:

Post Code:

Tel:

Vendors Solicitor:

Post Code:

Tel:

* For the purpose of this contract, the conditions of sale include the three sections of the RICS Common Auction Conditions, the Glossary, Conduct of the Auction and the General Conditions.

In addition and at the same time, the purchaser is required to pay by cheque to the Auctioneer an Administration Charge of 0.6% including VAT or a minimum of £900.00 Incl. VAT. (£750.00 + VAT) Please make cheques payable to Auction House Kent LTD. plus Buyers Premium if applicable.

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

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:

GLOSSARY

The glossary gives special meanings to certain words used in both sets of conditions..

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.

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 are printed in bold 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 type have special meanings, which are defined in the Glossary.

A1.2 The catalogue is issued only on the basis that you accept these auction conduct conditions. They govern our relationship with you and cannot be disappplied or varied by the sale conditions (even by a condition purporting to replace the whole of the Common Auction Conditions). They can be varied only if we agree.

A2 OUR ROLE

A2.1 As agents for each seller we have authority to:

- (a) prepare the catalogue from information supplied by or on behalf of each seller;
- (b) offer each lot for sale;
- (c) sell each lot;
- (d) receive and hold deposits;
- (e) sign each sale memorandum; and
- (f) treat a contract as repudiated if the buyer fails to sign a sale memorandum or pay a deposit as required by these auction conduct conditions.

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

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

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

A3 BIDDING AND RESERVE PRICES

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

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

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

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

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

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

A4 THE PARTICULARS AND OTHER INFORMATION

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

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

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**.

A6 EXTRA AUCTION CONDUCT CONDITIONS

A6.1 Despite any **special condition** to the contrary the minimum deposit **we** accept is £3,000 (or the total **price**, if less). A **special condition** may, however, require a higher minimum deposit.

GENERAL CONDITIONS OF SALE

Words in **bold type** have special meanings, which are defined in the Glossary

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**.

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

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.

COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

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.

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