

AUCTION HOUSE

BEDS & BUCKS

Wednesday 5th December 2018

2.30pm

Venue 360
20 Gipsy Lane
Luton LU1 3JH

Thursday 6th December 2018

2.30pm

Hilton Hotel
Timbold Drive, Kents Hill Park
Milton Keynes MK7 6HL



AUCTION VENUES

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LU1 3JH



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MK7 6HL



Legal documents & online viewing services

The following services are being offered in conjunction with

essential
information group



Legal documents for the lots are now or will be available online. Click the link within the property details online to view and download the legal documentation available.



Visit www.eigpropertyauctions.co.uk and select '**Search Auctions**'. Choose the option '**Live Stream**'. You will see the details of the lot being offered and can watch the bidding as it happens.
It is not possible to bid using this service.

MESSAGE FROM THE AUCTIONEERS



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AUCTIONEER

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Buying at auction is appealing to a wider variety of purchasers...

from investors to those exasperated in trying to purchase a home under a private treaty contract. Auction offers a definite purchase in the room with no delays, no chains and remarkably less stress. With ever more buyers, selling by auction is becoming increasingly appealing, offering sellers a real alternative in the current climate.

Our growing team now brings our successful service to a wider area; spreading our coverage across Oxfordshire, Buckinghamshire, Northamptonshire, Bedfordshire, Hertfordshire and Cambridgeshire. We are on hand to discuss your potential sale so just ask a member of our team.

On behalf of all of the team, we would like to wish you a Merry Christmas and a prosperous New Year.

Auctioneer
David Jones

NEXT AUCTION DATES

26th February 2019 (Luton) • 28th February 2019 (Milton Keynes)

GUIDE TO AUCTION

Buying a property at auction is a transparent and quick means of purchase. Once the hammer falls the owner is contractually bound to honour the sale to the successful bidder who in turn is contractually bound to complete the purchase. The fall of the hammer equates to exchanging contracts of sale. To ensure that you are aware of every step, we have designed the following guide with you in mind.

Pre-Auction

1. Having identified a suitable property, check when the open house viewings are taking place

Each Lot, where access is required, has an allocated number of open house viewing slots prior to the auction allowing interested parties to view the property and ascertain whether it suits their requirements.

2. If having viewed the property it remains of interest, download the legal pack on our website free of charge

We request a legal pack from the seller's solicitor for all Lots that we offer for sale and endeavour to obtain these packs at the earliest possible stage. The pack is likely to contain the following:

- Special Conditions of Sale
- References to the property title
- A plan outlining the property location
- Searches
- Answers to standard enquiries
- Leases (if applicable)
- Supporting information

If the legal pack is not yet available, please contact us so we can send you a copy when possible. Paper copies can also be sent to you at a charge of £25 (Inc VAT) per Lot. We accept payment by cheque made payable to Auction House or by credit or debit card.

3. Instruct a solicitor

Before making an offer prior to auction or bidding at the auction it is advisable to instruct a solicitor.

They will be on hand to look through all legal documentation and should you require more detailed information, they can contact the seller's solicitor on your behalf. You should also alert your legal advisor that the sale will be concluded under the RICS Common Auction Conditions (3rd Edition September 2009) – a copy of which is included in this catalogue.

4. Familiarise yourself with the Lot

It is important that prospective buyers satisfy themselves as to the location, boundaries, condition and state of the Lots before the auction.

We will work hard to ensure that as many of your enquiries are answered as possible. Legal enquiries can be directed at the seller's solicitors, however should the seller's solicitors be unable to satisfy the enquiry, you will need to allow for your concerns in terms of your bid.

5. Arrange your funding

If you require funding you will need to speak to your lender or a specialist auction finance provider and be confident that funds will be available in time for completion. Please be aware that immediately after your bid is accepted you will be required to pay the following:

- Buyers administration fee £900 (£750 + VAT)
- 10% deposit (or £3,000 if this is the greater amount)

The standard time for completion is 20 working days (4 weeks), however it is common for sellers to offer to extend this period to 30 working days (6 weeks) which can be helpful for those requiring a mortgage or other loan. Any extension will be published either in this catalogue or in the addendum.

6. Arrange your surveys and other professional reports

Should you require a survey or any other professional report please notify us and ask your chosen professional to contact us in order to arrange access to the property prior to the auction and in time to report back to you.

7. Read the Common Auction Conditions

The 'Common Auction Conditions' are contained within this catalogue as they form the contract of sale and override all other declarations whether stated or implied.

8. Read the Auction Addendum (if applicable)

Consider any addendum, if available, that may be published relating to the Lot(s) which interest you.

9. Option to make an offer

You have the right to present through us an offer to the seller prior to the auction. Should the seller choose to accept, it will be on the basis that acceptance is under auction conditions. As a buyer you will be required to complete the following steps:



- Complete and sign the Memorandum of Sale, including providing your solicitor's details
- Provide proof of identity
- Pay the buyers administration fee £900 (£750 + VAT)
- Pay 10% deposit (or £3,000 if this is the greater amount).

Auction Day

Attending in Person

1. Check to see that the property of interest to you is still available

At times there can be last minute changes so it is advisable to check on the morning of the auction that your lot is still available.

2. Bring the following important items with you:

- Means to pay:- Your credit and debit card or bankers draft.
- Your proof of identity:- In order to abide by the money laundering regulations we ask that all prospective buyers provide proof of identity.



For Individuals:-

Successful bidders are required to provide us with proof of current residential address by producing the following documents prior to signing the contract.

1. Photographic ID, such as a current passport or photo UK driving licence
2. Utility bill, bank or building society statement, or credit card bill issued within the previous three months, providing evidence of residency at the correspondence address (a mobile phone bill is not acceptable).

Photocopies of documentation may be taken as part of the auction process. If you are bidding on behalf of another person, we will require true certified copies of the buyer's identification as supplied by a solicitor and identification of the bidder attending the sale as listed above.

For Companies:-

If the bidder is acting on behalf of a limited company, the bidder will be required to provide personal proof of name and address as above, and in addition:

1. A copy of the company certificate of incorporation
2. Written authority from the company that the bidder has the authority to represent and purchase on behalf of the company at the auction

3. Read the final auction addendum, if applicable

Consider any addendum, if applicable, that may be published relating to the Lot(s). Legal packs will also be available to view in case you have any last minute queries.

4. Make your bid clear to the auctioneer

Do not worry that the slightest flinch will result in an unwanted purchase but do be mindful that the responsibility is on the bidder to attract the auctioneer's attention.

If you are successful in bidding for the property you will be approached by a member of Auction House staff who will guide you through to the cashier's desk. You will then be required to:

- Complete and sign the Memorandum of Sale, including providing your solicitor's details
- Provide proof of identity
- Pay the buyers administration fee £900 (£750 + VAT)
- Pay 10% deposit (or £3,000 if this is the greater amount). Deposits can only be paid by bankers draft, building society cheque or debit or credit card payments. Personal cheques will only be accepted with prior approval. Cash payments will not be accepted. Please note that should the cheque have to be re-presented, a processing charge of £120 (£100 + VAT) will be charged by deduction from the deposit.

5. 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 seller's solicitor. The standard time for completion is 20 working days (4 weeks), however it is common for sellers to offer to extend this period to 30 working days (6 weeks). Any extension will be published either in this catalogue or in the addendum.



Unable to attend in person

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 pre-auction bidding form and conditions are found towards the end of this catalogue.

Unsold Lots at Auction

If a property you are interested in is not sold at the auction, please speak to the Auctioneer and make an offer. Your offer will be put forward to the seller and if accepted, you will be able to proceed with your purchase under auction rules.

AUCTION INFORMATION



Administration Charge Purchasers will be required to pay by cheque, an buyer's administration fee of £900 (£750 + VAT) or the fixed figure as 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, credit and debit card or building society cheque. Cash payment will not be accepted. Please note, should the cheque have to be represented, a processing charge of £120.00 (£100.00 + 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/bedsandbucks.



***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.

ORDER OF SALE

Wednesday 5th December 2018 2.30pm

Venue 360, 20 Gipsy Lane, Luton LU1 3JH

LOT	ADDRESS	*GUIDE PRICE	LOT TYPE
1	Land at Fox Road, Catworth, Huntingdon, Cambridgeshire	£10,000+	Agricultural/Amenity Land
2	Building Plot Adjacent to, 29 Spinney Crescent, Dunstable, Bedfordshire	£70,000+	Plots/Building Land
3	7 Joiners Lane, Chalfont St. Peter, Gerrards Cross, Buckinghamshire	£320,000+	Residential for Improvement
4	16B High Street, Baldock, Hertfordshire	£85,000+	Residential for Improvement
5	8 Bucks Avenue, Watford, Hertfordshire	£550,000+	Residential for Improvement
6	Flat 2, 18 High Street, Huntingdon, Cambridgeshire	£45,000+	Residential for Improvement
7	Flat 1, 115 Ashburnham Road, Luton, Bedfordshire	£80,000+	Residential

ORDER OF SALE

Thursday 6th December 2018 2.30pm

Hilton Hotel, Timbold Drive, Kents Hill Park, Milton Keynes MK7 6HL

LOT	ADDRESS	*GUIDE PRICE	LOT TYPE
8	11 Oxford Road, Banbury, Oxfordshire	£105,000+	Residential
9	Flat 25 Eden Court, Aylesbury Street, Bletchley, Buckinghamshire	£85,000+	Residential
10	49 St. Leonards Street, Bedford, Bedfordshire	£155,000+	Residential
11	10 Stuart Court, Tempsford, Sandy, Bedfordshire	£180,000+	Residential
12	The Old Police House, 82 High Street, Ridgmont, Bedfordshire	£440,000+	Residential
13	13 Priory Crescent, Aylesbury, Buckinghamshire	£90,000+	Residential for Improvement
14	16 Meadow Road, Great Gransden, Cambridgeshire	£460,000+	Residential
15	161 High Street, Stony Stratford, Buckinghamshire	£180,000+	Residential
16	16 Orchard Close, Thame, Oxfordshire	£160,000+	Residential for Improvement
17	Land Adjacent to 1 The Clock House, Watling Street, Little Brickhill, Buckinghamshire	£30,000+	Agricultural/Amenity Land

***Description on Auction Information page**

DAY 1

Wednesday 5th December 2018 2.30pm

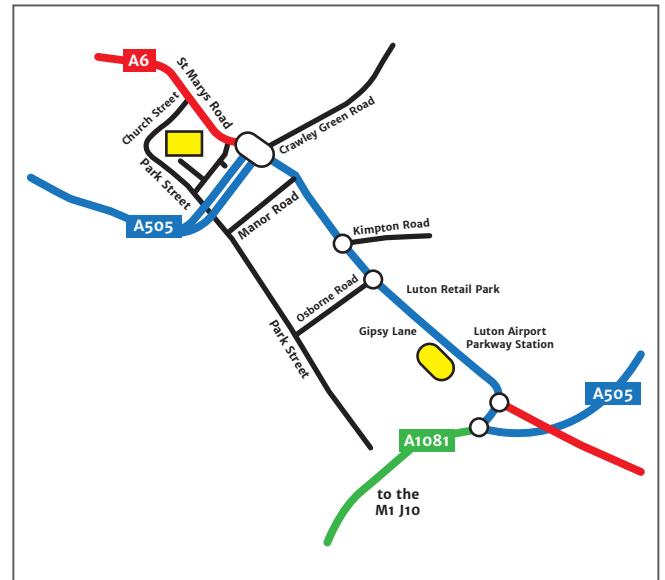
**AUCTION
HOUSE**

BEDS & BUCKS

7 lots for sale by auction

(unless previously sold or withdrawn)

Venue 360
20 Gipsy Lane
Luton
LU1 3JH





Tenure: Freehold

Local Authority: Huntingdonshire District Council – 01480 388388

Solicitors: VSH Law, Montague House, Chancery Lane, Thrapston NN14 4LN. Tel: 01832 732161 Ref: Jo Le Count – jo.lecount@vshlaw.co.uk

Energy Performance Rating (EPC): Current Rating N/A

Agricultural/Amenity Land

1

Land at Fox Road, Catworth, Huntingdon, Cambridgeshire PE28 0PN

***GUIDE PRICE**

£10,000+ (plus fees)

A level parcel of land measuring approximately one acre with a gated road entrance and immediate access to the A14.

Conveniently located within a short no through road almost opposite the east bound exit of the A14 at Catworth, this level parcel of land is partly fenced grazing land with a water supply and trough with the remainder a wooded area with a variety of self seeded saplings and immature trees.

Partner Agent:



Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £900 incl. VAT.

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

auctionhouse.co.uk

[*Description on Auction Information Page](#)



Plots/Building Land

2

Building Plot Adjacent to 29 Spinney Crescent, Dunstable, Bedfordshire LU6 1AR

***GUIDE PRICE**

£70,000+ (plus fees)

A single plot with approved planning consent to construct a detached house which will benefit from off-road parking.

Located in a residential area of Dunstable this level plot benefits from approved consent to erect a detached house with accommodation over two floors. The accommodation will include entrance hall, sitting room, utility room WC and kitchen/diner with french doors opening onto the rear garden and master bedroom, second bedroom and family bathroom. The plot is ideally located for easy access to both Queensbury and Weatherfield Academies.

Outside:

To the front there is a shared driveway with parking for two vehicles and a pathway to the side leading to a fenced rear garden.

Planning:

Application number: CB/16/02654/FULL Decision date: 17/03/2017

Tenure: Freehold

Local Authority: Central Bedfordshire Council – 0300 300 8301

Solicitors: RR Sanghvi Solicitors, Sherwood House, 176 Northolt Road, South Harrow, Middlesex HA2 0EP. Tel: 0208 515 0490 Ref: Vijaya Ratnam – vijaya@rrsanghvi.co.uk

Energy Performance Rating (EPC): Current Rating N/A

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £900 incl. VAT.

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

auctionhouse.co.uk

[*Description on Auction Information Page](#)

7 Joiners Lane, Chalfont St. Peter, Gerrards Cross, Buckinghamshire SL9 0AB

***GUIDE PRICE £320,000+ (plus fees)**



A detached double fronted two bedroom bungalow which is located close to the village centre and benefits from a garage, parking and small garden.

Offering excellent scope to refurbish and possibly enlarge, this detached bungalow is located at the start of Joiners Lane and within a short distance of the High Street and Market Place where there is a good selection of shops, cafes and restaurants. The bungalow is set back from the road with a parking and garden area at the front, plus a single garage that has been converted into a study/occasional bedroom. To the rear is a conservatory and small area of garden.

Accommodation:

Entrance hall, triple aspect sitting room, conservatory, kitchen, bathroom and two bedrooms.

Outside:

At the front is a walled boundary and a vehicular entrance leading to the garage and graveled hard-standing in front of the bungalow. Also at the front is a selection of shrubs and an ornamental pond. A gated side entrance leads to a small rear garden and a door to the study/occasional bedroom.

Garage:

An attached brick built single garage which has been converted into a study/occasional bedroom with a WC and at the front a small store room.

Tenure: Freehold

Local Authority: Chiltern District Council - 01494 729000

Solicitors: Neves Solicitors, Aurora House, Deltic Ave, Rooksley, Bradwell Common, Milton Keynes MK13 8LW. Tel: 01908 304560 Ref: Kelly Loft - kelly.loft@neveslp.co.uk

Energy Performance Rating (EPC): Current Rating E

Open House Viewings:

Wed 21 Nov: 14:00 - 14:30

Sat 24 Nov: 14:15 - 14:45

Tue 27 Nov: 14:00 - 14:30

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £900 incl. VAT.

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

Residential for improvement

4

16B High Street, Baldock, Hertfordshire SG7 6AS

*GUIDE PRICE **£85,000+** (plus fees)



Superbly located within the heart of this popular Hertfordshire Market Town a one bedroom first floor apartment which is less than half a mile from the train station.

This period one bedroom apartment benefits from its own front door, good size rooms and a number of exposed timbers. The property occupies the first floor above a fish and chip bar within the wide tree lined High Street and at the front are a number of (restricted) parking spaces and a bus stop with a selection of shops restaurants and bars all within a short walk.

Accommodation:

The apartment is accessed via a coaching arch with metal security gates and an external metal staircase that leads to the front door. Inside is a hallway, a living room, kitchen, bedroom and a bathroom.

Lease:

189 years from 1 January 1990 (161 years remaining).

Service Charge:

TBC

Ground Rent:

TBC

Listing:

Grade II List Entry Number: 1249853

Open House Viewings:

Tue 20 Nov: 12:15 – 12:45

Sat 24 Nov: 11:30 – 12:00

Thu 29 Nov: 12:15 – 12:45

Tenure: Leasehold

Local Authority: Hertfordshire County Council – 0300 123 4040

Solicitors: Neves Solicitors, Aurora House, Deltic Ave, Rooksley, Bradwell Common, Milton Keynes MK13 8LW.
Tel: 01908 304560 Ref: Kelly Loft – kelly.loft@nevesllp.co.uk

Energy Performance Rating (EPC): Current Rating N/A

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £900 incl. VAT.

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

Residential for improvement

5

8 Bucks Avenue, Watford, Hertfordshire WD19 4AS

***GUIDE PRICE £550,000+ (plus fees)**



A detached house that offers excellent scope to refurbish and enlarge that is well located within a residential road approximately half a mile from the mainline station.

Dating back to the mid twentieth century this detached house is set back from the road within a long plot. At the front is a paved parking area and in addition there is a gated entrance at the rear from the Pinner Road (A4008) that leads to a parking area and a garage. The property requires significant refurbishment works and offers the potential to substantially enlarge at the rear, plus the potential to re-develop the garage/end of the plot, subject to the necessary local authority consents.

Ground Floor Accommodation:

Entrance hall, sitting room with a fireplace, dining room and kitchen

First Floor Accommodation:

Landing, master bedroom, two further bedrooms, bathroom and separate W/C.

Outside:

Off road parking to the front with side access to the fenced rear garden and rear garage with drive access to the Pinner Road.

Open House Viewings:

Tue 20 Nov: 15:15 – 15:45

Sat 24 Nov: 11:00 – 11:30

Thu 29 Nov: 15:15 – 15:45

Partner Agent:



Tenure: Freehold

Local Authority: Watford Borough Council – 01923 226400

Solicitors: Penman Sedgwick LLP, 5 George Street, Watford, Hertfordshire WD18 0SQ. Tel: 01923 225212 Ref: Stephen Carew – SCarew@penmansedgwick.com

Energy Performance Rating (EPC): Current Rating G

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £900 incl. VAT.

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



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**AUCTION
HOUSE**

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together.

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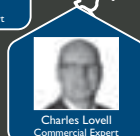
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Call us now on **0345 8731366**

For more information visit our website auctionhouse.co.uk/commercial

Flat 2, 18 High Street, Huntingdon, Cambridgeshire PE29 3TE

*GUIDE PRICE **£45,000+** (plus fees)



A first floor studio apartment.

A first floor studio apartment requiring refurbishment being sold with vacant possession located centrally in the high street of the popular market town of Huntingdon.

Accommodation:

Entrance hall, sitting/bedroom, kitchen and bathroom.

Lease:

999 years from 26th March 1987 (968 years remaining).

Service Charge:

£601.68 per annum

Ground Rent:

£50.00 per annum

Open House Viewings:

Thu 22 Nov: 09:30 – 10:00

Sat 24 Nov: 11:00 – 11:30

Wed 28 Nov: 09:30 – 10:00

Partner Agent:



Tenure: Leasehold

Local Authority: Huntingdonshire District Council – 01480 388388

Solicitors: Simon Merchant Property Solicitor, The Old Stables, Highfield Farm, Perry, Huntingdon PE28 0BN.
Tel: 01480 860808 Ref: Justin O'Brien – justin@simonmerchant.co.uk

Energy Performance Rating (EPC): Current Rating E

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £900 incl. VAT.

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

Flat 1, 115 Ashburnham Road, Luton, Bedfordshire LU1 1JW

***GUIDE PRICE £80,000+ (plus fees)**



A recently refurbished one bedroom ground floor apartment.

One bedroom ground floor apartment well located only 0.7 miles from Luton town centre with its associated amenities. The property has recently been refurbished and is to be sold with vacant possession.

Accommodation:

Entrance hall, master bedroom with bay window to the front aspect, sitting/dining room, kitchen with door to the rear garden and family bathroom.

Outside:

There is a rear garden that is shared by the three apartments.

Lease:

99 years from 30 March 1990 (Approx. 70 years remaining).

Service Charge:

TBC

Ground Rent:

TBC

Open House Viewings:

Tue 20 Nov: 13:45 - 14:15

Sat 24 Nov: 14:15 - 14:45

Thu 29 Nov: 13:15 - 13:45



Tenure: Leasehold

Local Authority: Luton Borough Council - 01582 546000

Solicitors: Jamesons Conveyancing, 1A Church Lane, Knutton, Newcastle-under-Lyme, Staffordshire ST5 6EP.
Tel: 01782 719 009 Ref: Clint Hughes - clinthughes@jamesons-conveyancing.co.uk

Energy Performance Rating (EPC): Current Rating E

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £900 incl. VAT.

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

DAY 2

Thursday 6th December 2018 2.30pm

**AUCTION
HOUSE**

BEDS & BUCKS

10 lots for sale by auction

(unless previously sold or withdrawn)

Hilton Hotel
Timbold Drive
Kents Hill Park
Milton Keynes
MK7 6HL



11 Oxford Road, Banbury, Oxfordshire OX16 9AH

*GUIDE PRICE **£105,000+** (plus fees)

A well finished two bedroom, three storey period stone cottage with courtyard garden in the centre of Banbury.

Situated within 1/2 mile of Banbury station and the town centre, and only a short walk from Horton General hospital, a well appointed Grade II listed, period home of stone, over three floors with a courtyard garden.

Ground floor accommodation:

Sitting room with fireplace and fitted kitchen.

First floor accommodation:

Second bedroom and bathroom.

Second floor:

Master bedroom

Outside:

Courtyard garden to the rear and outside WC.

Listing:

The house is Grade II listed – List Entry Number: 1200176.

Open House Viewings:

Wed 21 Nov: 09:30 – 10:00

Sat 24 Nov: 10:00 – 10:30

Tue 27 Nov: 09:30 – 10:00

Partner Agent:

Tenure: Freehold with flying freehold.

Local Authority: Cherwell District Council – 01295 227001

Solicitors: Lambert Pugh LLP, 19 Charing Cross, Norwich NR2 4AX. Tel: 01603 724399 Ref: Mr. John Pugh – jpugh@lambertpugh.co.uk

Energy Performance Rating (EPC): Current Rating N/A

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £900 incl. VAT.

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

Flat 25 Eden Court, Aylesbury Street, Bletchley, Buckinghamshire MK2 2AQ

***GUIDE PRICE £85,000+ (plus fees)**



A one bedroom independent living retirement apartment.

This one bedroom retirement apartment is ideally located in Bletchley, Milton Keynes on Aylesbury Street with its associated amenities. The apartment is one of 50 properties in the development and benefits from a lift, residents lounge, guest suite, communal laundry, off street parking and communal gardens.

Accommodation:

Entrance hall, storage cupboard with immersion heater, sitting room, bedroom with fitted mirrored wardrobes and shower room with walk in shower.

Facilities:

Development Manager, video door entry system and 24 hour emergency Apello system.

Lease:

125 years from 1st June 2007 (113 years remaining).

Service Charge:

£2,050.42 per annum.

Ground Rent:

£425 per annum.

Tenure:

Leasehold

Local Authority: Milton Keynes Council - 01908 691691

Solicitors: Neves Solicitors, Aurora House, Deltic Ave, Rooksley, Bradwell Common, Milton Keynes MK13 8LW. Tel: 01908 304560 Ref: Kelly Loft - kelly.loft@nevesllp.co.uk

Energy Performance Rating (EPC): Current Rating B

Auctioneers Note:

Minimum age of residents 60 Years.

Open House Viewings:

Tue 20 Nov: 10:30 - 11:00

Sat 24 Nov: 11:00 - 11:30

Thu 29 Nov: 10:30 - 11:00

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £900 incl. VAT.

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



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49 St. Leonards Street, Bedford, Bedfordshire MK42 9EG

*GUIDE PRICE **£155,000+** (plus fees)**Three bedroom end of terrace property.**

This three bedroom end of terrace property is located in a quiet cul-de-sac and offers excellent local amenities being only 1.1 miles from Bedford Town Centre. The property also has off-street parking for two vehicles with a lawned front garden and fenced rear garden which is laid to lawn with a variety of trees and shrubs.

Ground Floor Accommodation:

Entrance hall, sitting room and kitchen/dining room.

First Floor Accommodation:

Landing with access to loft, master bedroom, two further bedrooms and family bathroom.

Outside:

To the front of the property is a driveway providing off street parking with gated access to the fenced rear garden.

Auctioneers Note:

We are aware that Japanese Knotweed has been identified at the property, a Japanese Knotweed survey will be included within the legal pack.

Open House Viewings:

Thu 22 Nov: 13:15 – 13:45

Sat 24 Nov: 12:30 – 13:00

Wed 28 Nov: 13:15 – 13:45

Partner Agent:

home
estate agents

Tenure: Freehold

Local Authority: Bedford Borough Council – 01234 267422

Solicitors: Palmers Solicitors LLP, Hassett House, Hassett Street, Bedford MK40 1HA. Tel: 01234 211161 Ref: Yagnesh Shah – yshah@palmers.co.uk

Energy Performance Rating (EPC): Current Rating C

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £900 incl. VAT.

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

10 Stuart Court, Tempsford, Sandy, Bedfordshire SG19 2BG

***GUIDE PRICE £180,000+ (plus fees)**



A well presented three bedroom terraced house set within a small sought after development situated in a nice village location between Sandy and St Neots.

Built in 2007 this double fronted house offers well laid out accommodation with the inclusion of a cloakroom and a utility room on the ground floor together with an en-suite to the master bedroom and a family bathroom. The village has little through traffic yet offers excellent commuter links with easy access to the A1, the A421 and the A428 plus there is a regular main line rail service from nearby Sandy.

Ground Floor Accommodation:

Hall, cloakroom, sitting room, kitchen/dining room and utility room.

First Floor Accommodation:

Landing, master bedroom with en-suite shower room, two further bedrooms and a bathroom.

Outside:

A driveway passes a communal green with a number of mature trees through to a parking area where number 10 has two allocated (tandem) spaces. At the rear of the house is an enclosed low maintenance garden with fenced boundaries and a timber deck.

Open House Viewings:

Thu 22 Nov: 12:00 – 12:30

Wed 28 Nov: 12:00 – 12:30

Sat 1st Dec: 11:00 – 11:30

Partner Agent:



Tenure: Freehold

Local Authority: Central Bedfordshire Council – 0300 300 8301

Solicitors: Vanessa Newman Property Lawyers, 76 Hardwick Road, Eynesbury, St. Neots, Cambridgeshire PE19 2SD. Tel: 01480 261100 Ref: Vanessa Newman – info@vanessanewmanpropertylawyers.co.uk

Energy Performance Rating (EPC): Current Rating C

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £900 incl. VAT.

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

The Old Police House, 82 High Street, Ridgmont, Bedfordshire MK43 0TY

***GUIDE PRICE £440,000+ (plus fees)**



A substantial detached house on a wide plot offering potential to enlarge or sub-divide (subject to planning consent) within a sought after village adjacent to The Duke of Bedford's Woburn Estate.

This mid twentieth century detached house offers generous accommodation over two floors that includes two reception rooms and a large kitchen breakfast room, utility room and cloakroom with five bedrooms and three bathrooms above. In addition is further ground floor accommodation plus a double length garage and a single garage all to one side of the house which forms a sizeable footprint.

Ground Floor Accommodation:

Entrance hall, a large sitting room with a fireplace that was formerly two rooms, family room, study, kitchen breakfast room, utility room and cloakroom.

First Floor Accommodation:

Landing, master bedroom with en-suite shower room, guest bedroom with en-suite shower room, three further bedrooms and a family bathroom.

Outside:

The property is set back from the road with a substantial front garden and a driveway with hard-standing that leads to the two garages. A gated side entrance leads to the enclosed rear garden which has fenced boundaries, a lawn, patio and a variety of trees.

Tenure: Freehold

Local Authority: Central Bedfordshire Council - 0300 300 8301

Solicitors: Marsden Duncan Solicitors, 49/51 High Street, Kent CT11 9AG. Tel: 01843 872789 Ref: Darryl Vas - dkv@marsdenduncan.co.uk

Energy Performance Rating (EPC): Current Rating F

Open House Viewings:

Thu 22 Nov: 14:30 - 15:00

Sat 24 Nov: 13:00 - 13:30

Wed 28 Nov: 14:30 - 15:00

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £900 incl. VAT.

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

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13 Priory Crescent, Aylesbury, Buckinghamshire HP19 9NZ

***GUIDE PRICE £90,000+ (plus fees)**



A two bedroom ground floor flat requiring improvement situated in a crescent within 1.5 miles of the town centre.

A large flat offering almost 800 square feet of accommodation requiring refurbishment. The property is located within 1.5 miles of Aylesbury station and the college and less than 3 miles from Stoke Mandeville hospital.

Accommodation:

Entrance hall, sitting/dining room, kitchen, two double bedrooms, bathroom and storage cupboard.

Outside:

Large communal gardens to the side and rear.

Lease:

125 years from 18th August 1986 (92 years remaining).

Service Charge:

TBC

Ground Rent:

£10 per annum.

Open House Viewings:

Wed 21 Nov: 11:15 – 11:45

Sat 24 Nov: 13:00 – 13:30

Tue 27 Nov: 11:15 – 11:45

Partner Agent:



Tenure: Leasehold

Local Authority: Aylesbury Vale District Council – 01296 585858

Solicitors: Wilkins Solicitors, Lincoln House, 6 Church Street, Aylesbury, Buckinghamshire HP20 2QS. Tel: 01296 424681 Ref: Nita Odedra – nitaodedra@wilkinssolicitors.co.uk

Energy Performance Rating (EPC): Current Rating D

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £900 incl. VAT.

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

16 Meadow Road, Great Gransden, Cambridgeshire SG19 3BD

***GUIDE PRICE £460,000+ (plus fees)**



A substantial detached house which offers accommodation approaching 3,000 square feet, located within a much sought after village between Cambridge and St Neots.

Set back within a large quarter acre plot with very attractive established gardens, parking and garaging, this impressive detached family home offers well presented accommodation over two floors and is just 15 miles from Cambridge.

Ground Floor Accommodation:

Reception hall, cloakroom, sitting room, dining room, family room, study, kitchen/breakfast room and utility room.

First Floor Accommodation:

Landing, master bedroom suite with bathroom and dressing room, three further bedrooms and a family bathroom.

Outside:

At the front is a sizeable paved parking area, a double width car port and a double width garage. There is also a secluded garden with an elevated terrace and gated access to the rear. The rear garden offers a high degree of privacy with established hedging, a lawn, terrace, two garden sheds, a good variety of flowering shrubs and trees.

Auctioneers' Note:

Underpinning works were carried out in 1999, a recent report has not identified any further subsidence. Please refer to the legal pack for further information.

Open House Viewings:

Thu 22 Nov: 10:45 – 11:15

Sat 24 Nov: 10:00 – 10:30

Wed 28 Nov: 10:45 – 11:15

Tenure: Freehold

Local Authority: Huntingdonshire District Council – 01480 388388

Solicitors: Palmers Solicitors LLP, Hassett House, Hassett Street, Bedford MK40 1HA. Tel: 01234 211161 Ref: Yagnesh Shah – yshah@palmers.co.uk

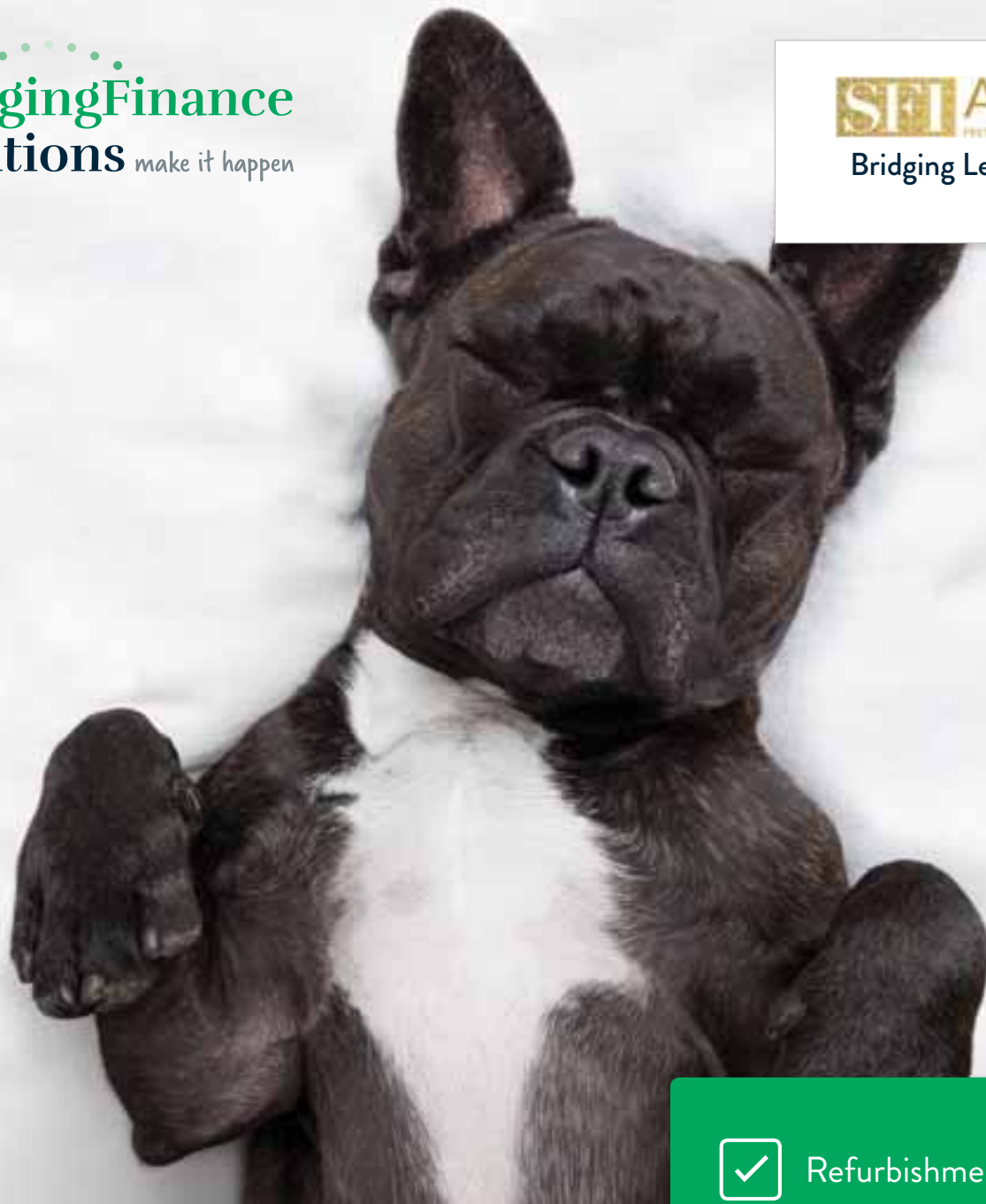
Energy Performance Rating (EPC): Current Rating TBC

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £900 incl. VAT.

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



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**AUCTION
HOUSE**

161 High Street, Stony Stratford, Buckinghamshire MK11 1AT

***GUIDE PRICE £180,000+ (plus fees)**



A nicely presented terraced house, well located on the High Street of this historic market town, close to Milton Keynes.

This terraced house has been significantly refurbished by the current owner in 2013 with works that included re-wiring, re-plumbing (with the installation of a new heating and hot water system), a new fitted kitchen and bathroom suite, re-decorated throughout and the creation of a loft room with a cloakroom/W.C.

Ground Floor Accommodation:

A sitting/dining room which was formerly two rooms and a separate kitchen.

First Floor Accommodation:

Landing, main bedroom, bathroom and a study/dressing room which has a space saving staircase with alternating treads leading to the loft room.

Second Floor Accommodation:

Second bedroom with an en-suite cloakroom fitted with a toilet and hand basin.

Outside:

A low maintenance paved rear garden with timber fenced boundaries and a garden shed.

Open House Viewings:

Tue 20 Nov: 09:30 – 10:00

Sat 24 Nov: 10:00 – 10:30

Thu 29 Nov: 09:30 – 10:00

Tenure: Freehold

Local Authority: Milton Keynes Council – 01908 691691

Solicitors: Neves Solicitors, Aurora House, Deltic Ave, Rooksley, Bradwell Common, Milton Keynes MK13 8LW.
Tel: 01908 304560 Ref: Kelly Loft – kelly.loft@nevesllp.co.uk

Energy Performance Rating (EPC): Current Rating D

Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £900 incl. VAT.

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

16 Orchard Close, Thame, Oxfordshire OX9 3JR

*GUIDE PRICE **£160,000+** (plus fees)



A two bedroom bungalow in a cul-de-sac development for those aged 55+ within 1/2 mile of the High Street.

A two bedroom retirement bungalow with private parking and its own garden. The property requires refurbishment and is situated within a small cul-de-sac development close to the centre of this highly regarded Oxfordshire market town.

Accommodation:

Porch, entrance hall, sitting/dining room, kitchen, two double bedrooms and bathroom.

Outside:

To the front is a parking area and a pathway though a small garden to the front door. At the rear is an enclosed private garden with fenced boundaries, a lawn, paved seating area, a timber garden shed and a variety of shrubs.

Lease:

125 years from 1st January 1983 (90 years remaining).

Tenure: Leasehold

Local Authority: South Oxfordshire District Council - 01235 422422.

Solicitors: Royds Withy King, North Bailey House, New Inn Hall Street, Oxford, OX1 2EA. Tel: 01865 268358 Ref: Malik Khalid - malik.khalid@roydswithyking.co.uk

Energy Performance Rating (EPC): Current Rating D

Service Charge:

£610.36 for 2018

Ground rent:

£50 per annum

Open House Viewings:

Wed 21 Nov: 12:30 - 13:00

Sat 24 Nov: 12:45 - 13:15

Tue 27 Nov: 12:30 - 13:00

Partner Agent:



Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £900 incl. VAT.

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



Tenure: Freehold

Local Authority: Milton Keynes Council - 01908 691691

Solicitors: Dodd and Vaughton, 5&6 Station Square, Flitwick, Bedfordshire MK45 1DP. Tel: 01525 719444 Ref: Ian Dodd - ian@ddoddandvaughton.com

Energy Performance Rating (EPC): Current Rating N/A

Agricultural/Amenity Land

17

Land Adjacent to 1 The Clock House, Watling Street, Little Brickhill, Buckinghamshire MK17 9NR

***GUIDE PRICE**

£30,000+ (plus fees)

An attractive parcel of garden land with 3 timber buildings, very nicely positioned within a sought-after village five miles from Woburn.

Formerly garden land to Number One The Clock House, this pretty plot measures approximately a quarter of an acre and is adjacent to Watling Street. Within the plot is an area of hardstanding, a timber detached garage and a timber shed/workshop, both with a pitched tiled roof.

The main area of ground is nicely secluded with mature hedging, a selection of trees, lawn and a timber summer house.

Partner Agent:



Additional Fees

Buyer's Premium: There is no Buyer's Premium payable on this lot.

Administration Charge: Purchasers will be required to pay an administration fee of £900 incl. VAT.

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

auctionhouse.co.uk

*Description on Auction Information Page

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.

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NON-ATTENDING BID OR TELEPHONE BID

Please also sign and return the reverse side of this form



AUTHORISATION FOR BIDDING BY PROXY OR TELEPHONE

Name:	<input type="text"/>		
Name of Company (if applicable):	<input type="text"/>		
Of (address):	<input type="text"/>		
	<input type="text"/>	Postcode:	<input type="text"/>
Tel:	<input type="text"/>	Mobile:	<input type="text"/>
Email:	<input type="text"/>		

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.:	<input type="text"/>	Property Address:	<input type="text"/>
<input type="text"/>			
My maximum bid (proxy bids only) will be:	£	<input type="text"/>	
(amount in words):	<input type="text"/>		

DEPOSIT (tick as applicable)

☐

I attach a bankers draft or solicitor's client's account cheque for 10% of my proxy bid, or £3,000, whichever is the greater, plus £900 (£750 + VAT) Administration Charge plus any Buyer's Premium if applicable.

OR

☐

I am transferring deposit monies to the client account of Robinson and Hall LLP or providing my credit or debit card details, with the authority for Auction House (Robinson and Hall LLP) to draw the required Deposit and Administration Charge and if applicable any Buyers Premium.

I am aware that until the above has occurred my non attending bid or telephone bid will be incomplete.

SOLICITORS

My solicitors are:	<input type="text"/>		
Of (address):	<input type="text"/>		
	<input type="text"/>	Postcode:	<input type="text"/>
Tel:	<input type="text"/>	Person Acting:	<input type="text"/>

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:	<input type="text"/>	Date:	<input type="text"/>
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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, credit or debit card details 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. We will require proof of identity in the form of a driving licence or passport and a utility bill or Council Tax bill.
2. The form must be sent to, or delivered to: Written & Telephone Bids, Auction House Beds & Bucks, 118 Bromham Road, Bedford MK40 2QN 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.
3. In the case of a telephone bid the prospective purchaser should provide deposit monies as listed in paragraph 1 which the auctioneer will draw on behalf of the prospective purchaser, if the purchaser is successful in purchasing the relevant property, plus the administration charge or in accordance with the General or Special Conditions of Sale relating to the lot.
4. 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.
5. 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.
6. 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, 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.
7. 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).
8. 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 sellers solicitor pending completion. An Administration Charge of £900 (£750 + VAT) along with any Buyer's Premium due will be added to the required deposit monies.
9. In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
10. 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.
11. 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 seller agreeing to sell post auction where the bidding has not reached the reserve.
12. The authority can only be withdrawn by notification in writing delivered to Auction House at their office at least 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.
13. 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.
14. 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



Lot No:

Property Address:

Name of Bidder:

Address of Bidder:

Postcode:

Telephone:

Name of Buyer:

Address of Buyer:

Postcode:

Telephone:

It is agreed that the Seller sells and the Buyer purchases 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 stated.

Name & Address
of Seller:

The Price (excluding any VAT): £

in words

Deposit Paid: £

Completion Date:

Buyers Administration Fee: £

We acknowledge receipt of the deposit and buyers administration fee.

We acknowledge receipt of the deposit in the form of

Signed:

Date:

(Authorised Agent for Vendor)

Signed:

Date:

(The Bidder)

Seller's Solicitor:

Address of Solicitor:

Postcode:

Telephone:

Buyer's Solicitor:

Address of Solicitor:

Postcode:

Telephone:

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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- 🔨 Residential investments
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Milton Keynes

28th February 2019

Luton

24th April 2019

Milton Keynes

25th April 2019

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