

AUCTION HOUSE

NORTHAMPTONSHIRE

**Wednesday 21st November
2018**

11.00am

Hilton Hotel

100 Watering Lane

Collingtree

Northampton NN4 0XW



AUCTION VENUE

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MESSAGE FROM THE AUCTIONEERS



RICHARD GREENER

DIRECTOR



NICK PATTISON

DIRECTOR



NICHOLAS GREENER

SENIOR VALUER



HAYLEY GEORGE

ADMINISTRATOR

Welcome To Our November Sale

Sales By Auction Growing In Popularity

Whenever the clocks go back and the nights draw in early there is a natural tendency for the markets to go quiet and activity levels in property transactions usually tail off as we approach the Christmas holidays. This pattern is common and still holds true for the residential sales market where private treaty transactions are now on a downward trend.

In contrast we are finding that sales by auction are increasing across the board and both our London and many of our regional salerooms have seen a significant rise in lot entry levels and this inevitably leads to an increase in the number of completions achieved through the auction process.

This year our Northampton catalogues have seen a total of 73 properties entered and our 87% success rate remains well above the national average of lots sold with the value of properties going under the hammer so far amounting to an impressive figure of £8.8 million for both our private and corporate clients.

Our November sale once again includes a wide variety of properties ranging from a 4.5 acre paddock in Nether Heyford to two building plots, one in Kettering and one in Raunds as well as a 4,000 square

foot stone house in Pitsford. Also on offer in this catalogue we have three houses in Northampton with HMO use or potential use and a number of residential investment and improvement opportunities.

Next Sale Wednesday 27th February 2019

As usual we do not have an auction planned during the months of December and January but we will be kicking off the New year with the first of five auctions for 2019 in late February and even though this may seem to be some time off right now it won't be long until Christmas is upon us and we start the marketing process for the next catalogue of properties.

If you are a vendor looking to sell your property through a competitive bidding process please call our valuation team on 01604 259773 for a free no obligation market appraisal.

I extend a warm welcome to all of you attending the sale today including our vendor clients, their friends and families and legal representatives and if you are here as a buyer I wish you the very best of luck with your chosen property.

Most of the recipients of this catalogue are registered with our local data base of over 400 buyers including investors, developers and owner occupiers however if you have not registered to receive future catalogues please call us on **01604 259773** or complete our enquiry form at auctionhousenorthamptonshire.co.uk or complete the registration form available in the sale room on the day of the sale.

If you are new to the process of selling by auction please feel free to attend our sale at the Hilton Hotel Collingtree which provides excellent facilities and easy access from the M1 Junction 15 and if you would like to know more about Auctions please ask for a copy of our comprehensive Buying and Selling Guide which will take you step by step through the process.

NEXT AUCTION DATES 2019

27th February • 17th April • 10th July • 25th September • 20th November

AUCTION INFORMATION



Administration Charge Purchasers will be required to pay by cheque the published Administration Charge in addition to the deposit, unless otherwise stated on the lot page. A VAT receipt will be issued after the auction.



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



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



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



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



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



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



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



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



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



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



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



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



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

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



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



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



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



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



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



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



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



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

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

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

ORDER OF SALE

Wednesday 21st November 2018 11.00am

Hilton Hotel, 100 Watering Lane, Collingtree, Northampton NN4 0XW

LOT	ADDRESS	*GUIDE PRICE	LOT TYPE
1	83 Malcolm Drive, Duston, Northampton	£125,000 - £135,000	Residential for Improvement
2	33 Gotch Road, Barton Seagrave, Northamptonshire	SOLD PRIOR	Residential for Improvement
3	16 Park Crescent West, Kings Heath, Northampton	£135,000 - £150,000	Residential Investment
4	Land at rear of 2 Cowper Street, Kettering	£155,000 - £175,000	Residential Development
5	39 Dunster Street, The Mounts, Northampton	£135,000 - £155,000	Residential Investment
6	Khelidon, Oxendon Road, Arthingworth	£290,000 - £320,000	Residential for Improvement
7	Collyweston House, High Street, Pitsford, Northampton	£395,000 - £425,000	Residential for Improvement
8	Land at Midland Road, Raunds	£60,000 - £75,000	Residential Development
9	25 St Davids Road, Kingsthorpe, Northampton	£160,000 - £175,000	Residential Investment
10	27 Colwyn Road, Northampton	£290,000 - £320,000	Residential Investment
11	44 Barrack Road, Northampton	£140,000 - £160,000	Residential Investment
12	11 Station Road, Burton Latimer, Kettering	£120,000 - £135,000	Residential
13	6 Abington Grove, Abington, Northampton	£200,000 - £225,000	Residential Investment
14	36 Tyes Court, Lings, Northampton	£145,000 - £160,000	Residential Investment
15	Flat 7 Elizabeth Court, Raunds	£95,000 - £110,000	Residential
16	2a Abbey Road, Far Cotton, Northampton	£165,000 - £195,000	Residential
17	Land off Furnace Lane, Nether Heyford, Northampton	£30,000 - £50,000	Agricultural/Amenity Land

Next Auction Date
27th February 2019

NOW TAKING ENTRIES FOR THIS AUCTION

If you are thinking of selling at auction, one of our Auction valuers will be happy to offer you a free market appraisal and advice.

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**AUCTION
HOUSE**

NORTHAMPTONSHIRE

Residential for Improvement

1

83 Malcolm Drive, Duston, Northampton, Northamptonshire NN5 5NJ

*GUIDE PRICE **£125,000 - £135,000** (plus fees)



A traditional semi detached bay fronted bungalow in need of interior refurbishment and with the potential to extend.

Standing in an elevated position in a very popular residential suburb of Northampton on the western outskirts. The interior provides an open plan layout originally constructed as two bedrooms with a living room, kitchen and a bathroom, together with a lean to conservatory at the rear. There is gas fired central heating and there are gardens to the front and rear, the rear garden laid to lawn. Many properties in this locality have been extended and improved.

Description:

Accommodation

Ground Floor: Entrance hall, lounge, two bedrooms, bathroom, kitchen and sun lounge.

Outside: Front and rear gardens.



Tenure: Freehold

Local Authority: Northampton Borough Council, Guildhall, St Giles Street, Northampton, NN1 1DE. Tel: 0300 330 7000

Solicitors: Franklins Solicitors, 8 Castilian Street, Northampton NN1 1JX. Tel: 01604 828282 Ref: Scott Wright

Viewing: See website for viewing schedule.

Energy Performance Rating (EPC): Current Rating D

Additional Fees

Administration Charge: The purchaser will be required to pay an administration charge of £900 (£750 plus VAT).

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

Residential for Improvement

2

33 Gotch Road, Barton Seagrave, Northamptonshire NN15 6UF

*GUIDE PRICE **£165,000 - £185,000** (plus fees)



A well maintained traditional semi detached bay fronted bungalow with well proportioned rooms and in need of interior refurbishment and also with the potential to extend to the side and the rear subject to consent.

Gotch Road is a very popular residential suburb of Kettering, close to Wicksteed Park and with good communication links to the A14 and the A6. The interior includes hall, lounge, kitchen, two bedrooms and a family bathroom. Externally there is a detached single garage and stores. There is ample off road parking for vehicles, gas fired central heating, PVCU windows and there are gardens to the front and rear.

Description:

Accommodation

Ground Floor: Hall, lounge, kitchen, two bedrooms, bathroom and a store.

Tenure: Freehold

Local Authority: Kettering Borough Council, Municipal Offices, Bowling Green Road, Kettering, NN15 7QX. Tel: 01536 410333

Solicitors: Key Conveyancing, St Edmunds House, St Edmunds Road, Northampton NN1 5DY. Tel: 01604 210680

Ref: Janet Stevenson

Viewing: See website for viewing schedule.

Energy Performance Rating (EPC): Current Rating D

Additional Fees

Administration Charge: The purchaser will be required to pay an administration charge of £900 (£750 plus VAT)

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

16 Park Crescent West, Kings Heath, Northampton NN5 7LJ

***GUIDE PRICE £135,000 - £150,000 (plus fees)**



A well presented modern mid terrace house located on the northern outskirts of Northampton. Suitable for residential letting.

The property is offered with vacant possession, the previous tenants having paid £650 pcm and there is potential for an uplift in the rent. The accommodation includes porch, entrance hall, lounge, kitchen, extended conservatory/utility room, two double bedrooms and a bathroom. There is private off road parking space at the front of the property and a garden with terrace and lawn at the rear.

Description:

Accommodation

Ground Floor: Entrance Hall, Lounge, Kitchen, Conservatory

First Floor: Bedroom One, Bedroom Two, Family Bathroom



Tenure: Freehold

Local Authority: Northampton Borough Council, Guildhall, St Giles Street, Northampton, NN1 1DE. Tel: 0300 330 7000.

Solicitors: SP Law, 110 Whitworth Road, Abington, Northampton, NN1 4HJ. Ref: Mark Normansell

Viewing: See website for viewing schedule.

Energy Performance Rating (EPC): Current Rating D

Additional Fees

Administration Charge: The purchaser will be required to pay an administration charge of £900 (£750 plus VAT).

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

Land to rear of 2 Cowper Street, Kettering, Northamptonshire NN16 9QX

*GUIDE PRICE **£155,000 - £175,000** (plus fees)



Residential development land with full planning permission to construct a new four bedroomed detached house.

Located on the northern outskirts of Kettering just off of the Rockingham Road, this is a parcel of land with a range of outbuildings with full planning permission granted September 2016, application number KET/2016/0437. The existing building was formally used for storage and will require demolition to allow construction of the new house.

Description:

Planning: A copy of the full planning consent is available at the planning portal at Kettering Borough Council at www.kettering.gov.uk. Kettering Borough Council, Municipal Offices, Bowling Green Road, Kettering, NN15 7QX. Tel: 01536 410333.

Planning Application Number: KET/2016/0437.

Site dimensions: The depth of the site, including the access road, is approximately 160 feet with the entrance having a mean of 11 ft width opening onto the back area which houses the outbuildings with a width of 34 ft on average. The perspective purchasers should satisfy themselves to the extent of the boundaries rather than rely upon the plan.



Tenure: Freehold
Local Authority: Kettering Borough Council
Solicitors: Park Woodfine, 1 Lurke St, Bedford MK40 3TN. Tel: 01234 400000 Ref: David Webster
Viewing: Open days scheduled for
Energy Performance Rating (EPC): Current Rating TBC

Additional Fees
Administration Charge: The purchaser will be required to pay an administration charge of £600 (£500 plus VAT)
Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

39 Dunster Street, The Mounts, Northampton, Northamptonshire NN1 3LB

*GUIDE PRICE **£135,000 - £155,000** (plus fees)



A traditional red brick terraced town house convenient for access to Northampton town centre which would suit a first time buyer or as a residential investment.

Presented in generally good order the interior currently comprises entrance hall, living room, kitchen and dining room/bedroom three on the ground floor with two bedrooms and a bathroom to the first floor. Externally there is a walled rear garden. The property will be offered with vacant possession with potential to let at a rent of between £675 and £750 pcm.

Description:

Accommodation

Ground Floor: Entrance Hall, Lounge, Dining Room/Bedroom three, Kitchen

First Floor: Bedroom one, Bedroom two, Bathroom

Lower Ground Floor: Cellar

Tenure: Freehold

Local Authority: Northampton Borough Council, Guildhall, St Giles Street, Northampton, NN1 1DE.

Tel: 0300 330 7000

Solicitors: Ciampa Solicitors, 26 St Marys Street, Bedford, Bedfordshire, MK42 0AS. Tel: 01234 341525.

Ref: Giuseppe Ciampa.

Viewing: See website for viewing schedule. **Energy Performance Rating (EPC):** Current Rating TBC

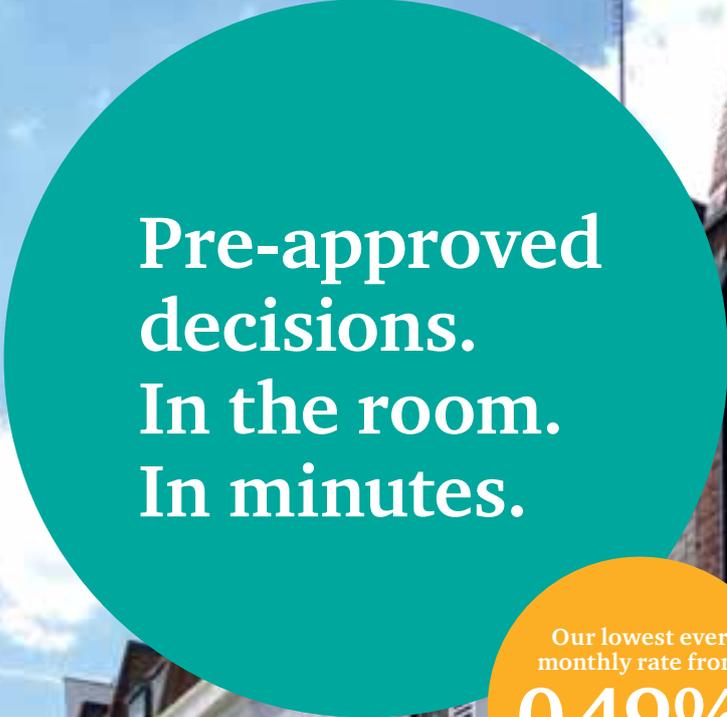
Additional Fees

Administration Charge: The purchaser will be required to pay an administration charge of £900 (£750 plus VAT).

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

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Khelidon, Oxendon Road, Arthingworth, Northamptonshire LE16 8LB

***GUIDE PRICE £290,000 - £320,000 (plus fees)**



Individual detached chalet bungalow adapted for disabled access with scope for some refurbishment in enviable village outskirts location with countryside views.

The property has been adapted for wheelchair access and whilst it is in generally good order there is some room for updating and refurbishment of the three bedroom accommodation, two of which are located on the ground floor. In addition there are two reception rooms, a kitchen, utility room, cloakroom, a specially adapted wet room and a bathroom ensuite to the first floor bedroom. Externally the property has a detached garage which has been part converted to provide a work from home office and where the owners have obtained planning permission to connect the garage block to the main dwelling. Externally the property stands in lawned gardens with ample off road parking space and there are superb countryside views of the surrounding farm land.

Description:

Accommodation

Ground Floor: Reception hall, lounge, sitting room, kitchen, side hall, utility room, cloakroom, bedroom one, bedroom two and wet room.

First Floor: Bedroom three and ensuite.

Services: Main drainage, water and electricity are connected. Central heating is through radiators from a Worcester oil fired boiler which also provides the domestic hot water. The property is also fitted with solar panels, operated through a Solis solar power energy unit. There is also a security alarm system.

Tenure: Freehold
Local Authority: Daventry District Council, Lodge Road, Daventry, NN11 4FP. Tel: 01327 871100
Solicitors: Key Conveyancing, St Edmunds House, St Edmunds Road, Northampton NN1 5DY. Tel: 01604 210680
 Ref: John Turner
Viewing: See website for viewing schedule
Energy Performance Rating (EPC): Current Rating D

Additional Fees
Administration Charge: The purchaser will be required to pay an administration charge of £900 (£750 plus VAT)
Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

Residential for Improvement

7

Collyweston House, High Street, Pitsford, Northampton, NN6 9AD

*GUIDE PRICE **£395,000 - £425,000** (plus fees)



Part of a former country mansion with accommodation of approximately 4,000 square feet this substantial character residence provides scope for modernisation and refurbishment.

The property dates from the year 1911 and offers spacious four bedroomed accommodation over two floors together with four reception rooms including a 23 ft x 16ft drawing room and a superb oak panelled study. There is a 25 ft long kitchen/breakfast room, utility room, pantry and attic room. Externally there is a private south facing lawned garden and extensive private off road parking space for numerous vehicles.

Description:

Accommodation

Ground Floor: Reception hall, cloakroom, kitchen/breakfast room, inner hall, drawing room, music room, study, utility room, butlers pantry and strong room.

First Floor: Landing, central landing, linen room, master bedroom suite, bedroom two, bedroom three, bedroom four, bathroom, shower and WC.

Second Floor: Attic room.

Outside: The property stands back from the High Street behind a long driveway which is shared with the adjoining property Middlesex House.



Tenure: Freehold

Local Authority: Daventry District Council, Lodge Road, Daventry, NN11 4FP. Tel: 01327 871100

Solicitors: Tollers Solicitors LLP, 1 Waterside Way, Bedford Road, Northampton NN4 7XD. Tel: 01604 258885
Ref: Mr Andrew Rudkin

Viewing: See website for viewing schedule.

Energy Performance Rating (EPC): Current Rating E

Additional Fees

Administration Charge: The purchaser will be required to pay an administration charge of £900 (£750 plus VAT).

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

Land At Midland Road, Raunds, Northants NN9 6JF

*GUIDE PRICE **£60,000 - £75,000** (plus fees)



A building plot with the benefit of full planning consent for the construction of two, three bedroom semi detached houses.

A bare land site located on the northern outskirts of Raunds, extending to an area of approximately 0.11 of an acre. The approved plans show a pair of semi detached two storey houses each with lounge/dining room and open plan kitchen, entrance hall and ground floor cloakroom together with three bedrooms, master with shower room ensuite and a family bathroom. When constructed the houses will have off road parking spaces to the front and gardens to the rear.

Description:

Planning Permission Number: East Northamptonshire Council Ref: 16/00903/FUL

Local Authority: East Northamptonshire Council, Cedar Drive, Thrapston, Northampton, NN14 4LZ. Tel: 01832 742225

Tenure: Freehold

Local Authority: East Northamptonshire Council, Cedar Drive, Thrapston, Northampton, NN14 4LZ. Tel: 01832 742007

Solicitors: Geldards LLP, Dumfries House, Dumfries Place, Cardiff, CF10 3ZF. Tel: 029 2039 1743 Ref: Liz Ganderton

Viewing: See website for viewing schedule.

Additional Fees

Administration Charge: The purchaser will be required to pay an administration charge of £1200 (£1000 plus VAT)

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

25 St Davids Road, Kingsthorpe, Northampton NN2 7QJ

*GUIDE PRICE **£160,000 - £175,000** (plus fees)



A much improved and well presented four bedroomed bay fronted town house suitable for residential investment or for owner occupation.

Located in popular suburb of north Northampton the property was let in rooms at a rent passing of £16,100 per annum. However, the tenants have now vacated and the property is offered with vacant possession. The current owners have not applied for an HMO licence. The accommodation includes lounge, kitchen, bedroom four/dining room, utility room and cellar for storage. On the first floor there are three bedrooms and a bathroom and there is a garden to the rear. This is an ideal opportunity to acquire a good quality investment property.

Description: **Accommodation**

Ground Floor: Entrance hall, lounge, bedroom four, kitchen, WC and cellar

First Floor: Bedroom one, bedroom two, bedroom three and bathroom room

Tenure: Freehold
Local Authority: Northampton Borough Council, Guildhall, St Giles Street, Northampton, NN1 1DE. Tel: 0300 330 7000
Solicitors: Cavendish Legal Group, 16a Norcot Road, Tilehurst, Berkshire RG30 6BU. Tel: 0118 941 8416 Ref: Joanna Hayes
Viewing: See website for viewing schedule.
Energy Performance Rating (EPC): Current Rating D

Additional Fees
Administration Charge: The purchaser will be required to pay an administration charge of £990 (£825 plus VAT)
Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

27 Colwyn Road, Northampton, Northamptonshire NN1 3PZ

*GUIDE PRICE £290,000 - £320,000 (plus fees)



A very substantial four storey Victorian villa backing directly onto the Northampton Racecourse Park formally let as a House of Multiple Occupation.

The property has been let for numerous years with up to eight rooms each with their own kitchenette and bed sitting rooms and having shared bathroom facilities. The property now requires further updating and remodelling in order to achieve an HMO licence and may be suitable for conversion to three or four apartments subject to planning consent. Alternatively the property would make a fine family home of generous proportions and a walled rear garden with direct access to the Racecourse.

Description:
Accommodation

Ground Floor: Entrance hall, cloakroom/shower room, three bedrooms

Lower Ground Floor: Studio comprising lounge, kitchen and shower room.

First Floor: Three bedrooms, bathroom and two WC's

Second Floor: Two bedrooms

Outside

Garden: Good size enclosed gardens backing onto park.



Tenure: Freehold
Local Authority: Northampton Borough Council, Guildhall, St Giles Street, Northampton, NN1 1DE. Tel: 0300 330 7000.
Solicitors: Andrew Gordon & Co, 183 Watling Street Towcester NN12 6BX. Tel: 01327 354456 Ref: Andrew Gordon
Viewing: See website for viewing schedule.
Energy Performance Rating (EPC): Current Rating G

Additional Fees
Administration Charge: The purchaser will be required to pay an administration charge of £600 (£500 plus VAT)
Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

44 Barrack Road, Northampton, Northamptonshire NN1 3RL

*GUIDE PRICE **£140,000 - £160,000** (plus fees)



An attractive three storey townhouse close to Northampton town centre having been let on a Assured Shorthold Tenancy and now offered with vacant possession.

The property is constructed of brick front elevation with stone rear elevation and has been refurbished to a good standard with two bedroomed interior including lounge/dining room, kitchen and bathroom. There is a basement cellar and a rear garden incorporating private off road parking. The property retains many character features and is within walking distance of Northampton town centre and Northampton Castle Railway Station.

Description:

Accommodation

Ground Floor: Lounge and kitchen.

First Floor: Bedroom two and bathroom.

Second Floor: Bedroom one.

Rear Garden: The rear garden is mainly laid to gravel and slate shingles with a paved pathway leading to a gravel off road parking space which is accessed from a service road.

Services: Main drainage, gas, water and electricity are connected.

Tenure: Freehold
Local Authority: Northampton Borough Council, Guildhall, St Giles Street, Northampton, NN1 1DE. Tel: 0300 330 7000
Solicitors: Key Conveyancing, St Edmunds House, St Edmunds Road, Northampton NN1 5DY. Tel: 01604 210680
 Ref: Janet Stevenson
Viewing: See website for viewing schedule.
Energy Performance Rating (EPC): Current Rating C

Additional Fees
Administration Charge: The purchaser will be required to pay an administration charge of £900 (£750 plus VAT).
Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.

11 Station Road, Burton Latimer, Kettering, Northamptonshire NN15 5PB

*GUIDE PRICE **£120,000 - £135,000** (plus fees)



A traditional brick built end of terrace house, suitable for owner occupation or as a residential investment having been improved by the present owner with three bedroom accommodation.

The property was previously let but is now offered with vacant possession and stands towards the eastern end of Station Road, close to the centre of Burton Latimer. With the benefit of double glazing and gas fired central heating the accommodation includes an entrance hall, lounge/dining room, kitchen/breakfast room with refitted kitchen, garden room, cloak/shower room, three bedrooms and a bathroom. Externally there is a paved courtyard garden.

Description:

Accommodation

Ground Floor: Entrance hall, lounge, dining room, inner hall, kitchen, garden room and cloakroom/shower room.

First Floor: Bedroom one, bedroom two, bedroom three and bathroom.

Outside: Front forecourt and rear garden.

Services: Main drainage, gas, water and electricity are connected with central heating through a gas fired boiler, also providing the domestic hot water. (None of these have been tested).



Tenure: Freehold

Local Authority: Kettering Borough Council, Municipal Offices, Bowling Green Road, Kettering, NN15 7QX. Tel: 01536

Solicitors: Key Conveyancing, St Edmunds House, St Edmunds Road, Northampton NN1 5DY. Tel: 01604 210680

Ref: Janet Stevenson

Viewing: See website for viewing schedule.

Energy Performance Rating (EPC): Current Rating F

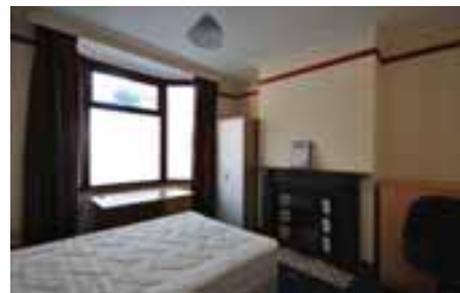
Additional Fees

Administration Charge: The purchaser will be required to pay an administration charge of £600 (£500 plus VAT)

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

6 Abington Grove, Abington, Northampton, Northamptonshire NN1 4QX

*GUIDE PRICE **£200,000 - £225,000** (plus fees)



A substantial three storey bay fronted town house close to Northampton Racecourse with HMO licence for five rooms.

The property is now offered with vacant possession benefiting from gas fired central heating, fire and smoke alarm systems and double glazed windows. The interior provides five lettable rooms, a communal living room, kitchen/breakfast room, bathroom and shower room. Externally there is a walled garden with paving and an area of lawn. An ideal turn key investment in an area of proven high popularity.

Description:

Accommodation

Ground Floor: Entrance Hall, cloakroom/shower room, bedroom one, lounge, kitchen/breakfast room and cellar.

First Floor: Three bedrooms and bathroom

Second Floor: Bedroom

Outside

Rear Garden: Enclosed walled gardens

Tenure: Freehold.

Local Authority: Northampton Borough Council, Guildhall, St Giles Street, Northampton, NN1 1DE. Tel: 0300 330 7000

Solicitors: Kerseys Solicitors LLP, 32 Loyds Avenue, Ipswich, Suffolk IP1 3HD. Tel: 01473 407111 Ref: Brian Smith

Viewing: See website for viewing schedule.

Energy Performance Rating (EPC): Current Rating D

Additional Fees

Administration Charge: The purchaser will be required to pay an administration charge of £600 (£500 plus VAT)

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

36 Tyes Court, Lings, Northampton, Northamptonshire NN3 8LW

*GUIDE PRICE **£145,000 - £160,000** (plus fees)



A modern end of terrace three bedroomed family house representing an ideal residential investment opportunity and refurbished by the present owner.

Having been let of a rent passing of £775 pcm with a fixed term to the 15th December 2018 the interior of the property provides spacious living accommodation with entrance hall, living room, kitchen/breakfast room and cloakroom together with three bedrooms and a family bathroom on the first floor. There is a west facing rear garden and on road parking.

Description:

Accommodation

Ground Floor: Reception Hall, Cloakroom, Lounge, Kitchen/Breakfast

First Floor: Bedroom one, Bedroom two, Bedroom three, Family Bathroom

Tenure: Freehold

Local Authority: Northampton Borough Council, Guildhall, St Giles Street, Northampton, NN1 1DE. Tel: 0300 330 7000.

Solicitors: SP Law, 110 Whitworth Road, Abington, Northampton, NN1 4HJ. Tel: 01604 638905. Ref: Mr Hassan Shah.

Viewing: See website for viewing schedule.

Energy Performance Rating (EPC): Current Rating D

Additional Fees

Administration Charge: the purchaser will be required to pay an administration charge of £900 (£750 plus VAT)

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

Flat 7, Elizabeth Court, Raunds, Northamptonshire NN9 6ET

*GUIDE PRICE **£95,000 - £110,000** (plus fees)



Owner occupied two bedroomed apartment with private gated parking and vacant possession available.

Located in a purpose built development this first floor apartment is offered on a 99 year lease commencing January 1989 with seventy years unexpired and service charges are currently £85 pcm. The two bedroom interior includes lounge/dining room, kitchen and bathroom and externally there is allocated parking for two vehicles in a gated car park approached through automatic gates. The property may also be suitable to let as a residential investment, having previously been advertised at a rent of £675 pcm.

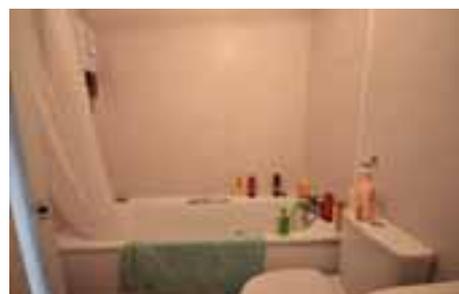
Description:

Accommodation

First Floor: Bedroom one, Bedroom two, Lounge/dining room, bathroom, Kitchen

Outside: Off road parking for two vehicles with gated access.

Terms of the Lease: The property is offered for sale on a 99 year lease which commenced 1st January 1989, thus having 70 years remaining. There is an annual service charge currently of £85 per calendar month and the ground rent is £50 per annum.



Tenure: Leasehold

Local Authority: East Northamptonshire Council, Cedar Drive, Thrapston, Northampton, NN14 4LZ.
Tel: 01832 742007.

Solicitors: NBM Solicitors, 32 Rainsford Road, Chelmsford, Essex, CM1 2QG. Tel: 01245 269909.
Rf: Lloyd Matthews.

Viewing: See website for viewing schedule. **Energy Performance Rating (EPC):** Current Rating TBC

Additional Fees

Administration Charge: The purchaser will be required to pay an administration charge of £900 (£750 plus VAT).

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

2a Abbey Road, Far Cotton, Northampton, Northamptonshire NN4 8EY

*GUIDE PRICE **£165,000 - £195,000** (plus fees)

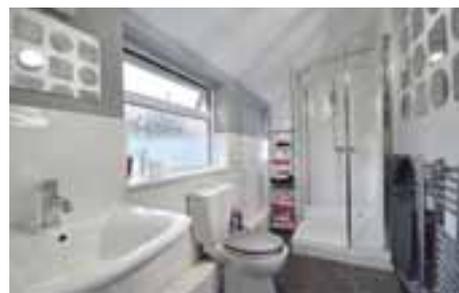
An attractive two storey three bed roomed townhouse with the potential to create a four bed roomed House of Multiple Occupation subject to planning permission.

With a low maintenance landscaped garden, the interior includes entrance hall, lounge, dining room, kitchen and bathroom together with three first floor bedrooms. There is PVCU double glazing and gas fired central heating.

Description:**Accommodation**

Ground Floor: Entrance Hall, Lounge, Dining Room, Kitchen, Shower room.

First Floor: Bedroom one, Bedroom two, Bedroom three



Tenure: Freehold

Local Authority: Northampton Borough Council, Guildhall, St Giles Street, Northampton, NN1 1DE. Tel: 0300 330 7000

Solicitors: Key Conveyancing, St Edmunds House, St Edmunds Road, Northampton NN1 5DY. Tel: 01604 210680 Ref: Janet Stevenson

Viewing: See website for viewing schedule.

Energy Performance Rating (EPC): Current Rating TBC

Additional Fees

Administration Charge: The purchaser will be required to pay an administration charge of £900 (£750 plus VAT).

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

Land Off Furnace Lane, Nether Heyford, Northamptonshire NN7 3JZ

*GUIDE PRICE **£30,000 - £50,000** (plus fees)



A very attractive parcel of paddock land extending to approximately four and a half acres adjacent to the Grand Union Canal.

Located at Heyford Wharf to the south west of the village of Nether Heyford and convenient for access to the A5, the land is largely down to grass and scrub bounded by established hedges and fencing and there is a detached brick and stone outbuilding with gated vehicular access from Furnace Lane. The land is sold subject to an existing tenancy which is in place until 2023.

Description:

Outbuilding: A mature detached brick and stone outbuilding with a corrugated roof.

VAT: The property is registered for VAT.



Tenure: Freehold
Local Authority: South Northamptonshire Council
Solicitors: Bevan Brittan, Kings Orchard, 1 Queens St, Bristol, BS2 0HQ. Tel: 03701941796 Ref: Oliver Glyn-Jones
Viewing: Open days scheduled for
Energy Performance Rating (EPC): Current Rating TBC

Additional Fees
Administration Charge: The purchaser will be required to pay an administration charge of £900 (£750 plus VAT)
Disbursements: Please see legal pack for any disbursements that may become payable by the purchaser on completion.



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Any property used as security, including your home, may be repossessed if you do not keep up repayments on a mortgage or any other debt secured on it.

LEGAL PACKS



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

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

**AUCTION
HOUSE**

auctionhouse.co.uk

ANTI-MONEY LAUNDERING EXPLAINED

Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017

New Regulations have now been introduced that require auctioneers and estate agents to undertake more stringent verification of all sellers, all buyers and those that bid for auction properties. Auction House Northamptonshire have set up procedures in accordance with these requirements and would welcome your assistance in ensuring compliance.

Everyone attending our auctions with the intention of bidding must bring with them documentation that (a) proves their identity and (b) their place of residence – these are required for compliance purposes only and we will also comply with the data protection regulations, currently in force and as and when amended. You must allow us to copy this documentation for storage and filing for 5 years.

The Documentation you must bring with you to the Auction

1. **UK individuals** – we must verify your name and residential address. Therefore, we require two documents. One must be from list A, and the other from list B.
2. **Corporate customers, partnerships, and private companies** must provide: a) The company registration number AND b) Registered address PLUS c) Evidence that individuals have the authority to act on behalf of the company.
3. **UK Trusts, public companies, partnerships, occupational pension schemes, registered charities in England and Wales, local authorities or non-UK individuals** you should contact us well in advance of bidding at the auction or buying to confirm the documentation we require.

List A – Evidence of Identity (inc Photograph)

- Current valid signed passport
- Current valid signed UK photo-card driving licence
- A valid identity card (HM forces, police warrant card, prison officer, government or local authority issued)
- A firearm or shotgun licence
- An original Birth Certificate (issued within twelve months of the date of birth)

List B – Evidence of Residence (and your Name)

- An original Inland Revenue tax notification, self-assessment statement or tax demand
- An original household insurance certificate
- An original utility bill less than three months old (not a mobile phone bill)
- An original council tax bill for the current council tax year.
- An original council rent book showing rent paid for the last three months

- An original mortgage statement for the mortgage accounting year just ended
- An original statement for either current bank or building society which must be less than three months old

Bidding/Buying on behalf of another party

If you are attending the auction on behalf of another, you must have:

- (1) Proof of your own identity and residence and;
- (2) Certified copies of the actual buyer's identity and residence. (Plus a letter confirming the authority to bid).

Certified copies must be original documentation and signed as true certified copies by a UK lawyer, UK banker, authorised financial intermediary such as an independent financial advisor, NCCB regulated mortgage broker, certified accountant, teacher, doctor, a minister of religion, port master or sub-postmaster. NOTE: All of the above must be capable of being contacted by telephone by us prior to you buying and/or on the day of the auction.

Matching an Identified Buyer with source of funds

We are also required to match the Identity of the Purchaser with the Bank Account from which deposit funds are drawn; if deposit monies are to be paid from an account in another name then that individual will also need to be verified.

Auction Passport

When you use Auction Passport to view the Legal Pack of a property you are interested in, you will be given the opportunity to upload your Proof of Identity and Proof of Residence which will be stored and made available to Auction House Northamptonshire – this could save you time and trouble on auction day. You will still need to bring to the auction your Evidence of Identity and Evidence of Residence for cross checking purposes.

Electronic Anti-Money Laundering Checks

Auction House Northamptonshire have also set up a facility with ETSOS to undertake electronic AML checks and will use the service to further verify all successful buyers and those for whom we provide remote bidding services. 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.

Queries and Contacting Us

If you have any queries relating to these regulations and our requirements you should contact us well in advance of bidding at auction or buying before or after the auction. Please contact Richard Greener on 01604 259773

Recent Auction Sale Results

**AUCTION
HOUSE**

NORTHAMPTONSHIRE

Northampton Hilton Hotel, 100 Watering Lane, Collingtree, Northampton NN4 0XW



SOLD

3 and 4 The Green, Great Brington

Very attractive pair of traditional red brick cottages for sale as one lot directly over looking the village green in the centre of Great Brington. The properties have potential for conversion to a single dwelling subject to planning permission or for retention as a pair of cottages. Each cottage offers three bedroomed accommodation and is offered on the sale title.

GUIDE PRICE
£360,000 - SOLD AT £405,000




SOLD

Fieldhead, Boughton

A modern detached three bedroomed house standing in established gardens of just over half an acre. The property also has lapsed planning consent for the construction of a separate dwelling in the garden. Constructed to an individual design in the 1960's the house stands in an enviable location on the outskirts of the village of Boughton. The property has not been offered on the open market before and is offered with three bedroomed accommodation.

GUIDE PRICE
£485,000 - SOLD AT £635,000




SOLD

5 The Maltings, Wollaston

An extended modern four bedroom detached family house requiring modernisation and refurbishment. With off road parking and a 23 foot long double tandem garage the accommodation includes two reception rooms, kitchen, master bedroom with shower ensuite and a family bathroom.

GUIDE PRICE
£220,000 - SOLD AT £236,000



SOLD

12 Harold Street, Abington

A traditional red brick two storey town house convenient for Northampton General Hospital and the town centre. Currently let on a periodic assured shorthold tenancy. The two bedroomed interior has a first floor bathroom with entrance hall, lounge, dining room, kitchen on the ground floor as well as a basement cellar. Currently let at a rent passing of £575 pcm.

GUIDE PRICE
£145,000 - SOLD AT £145,000



SOLD

25 Micklewell Lane, Southfields

A three bedroom mid terrace house presenting a refurbishment opportunity in a popular location for rental investors. The property was previously let but has been left in such a poor condition it is now in need of complete renovation. The accommodation presents entrance hall, WC, lounge, kitchen/diner, study with three bedrooms and a bathroom to the first floor.

GUIDE PRICE
£110,000 - SOLD AT £124,000



SOLD

16 Bowden Road, St James

A traditional red brick end of terrace town house with three bedroomed accommodation and scope for further improvement. The property has been let at a rent passing of £695 per calendar month but now being offered with vacant possession. Recent improvements include works to the roof, the installation of PVCU double glazing and landscaping of the courtyard garden. The accommodation includes entrance hall, open plan lounge/dining room, kitchen, three bedrooms and a bathroom.

GUIDE PRICE
£150,000 - SOLD AT £160,000

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MEMORANDUM OF SALE



Property Address:

Lot No.

Price:

The Vendor:

The Purchaser:

Post Code:

Tel:

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

Purchase Price:

£

Less Deposit:

£

Balance:

£

Dated:

Completion Date:

Signed:

Authorised Agent for Vendor

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

of:

Dated:

Signed:

The Purchaser

Purchasers Solicitor:

Post Code:

Tel:

Vendors Solicitor:

Post Code:

Tel:

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

In addition and at the same time, the purchaser is required to pay by cheque to the Auctioneer an Administration Charge plus Buyers Premium if applicable.

NON-ATTENDING BID OR TELEPHONE BID

Please also sign and return the reverse side of this form



AUTHORISATION FOR BIDDING BY PROXY OR TELEPHONE

Full Name (s):

Name of Company (if applicable):

Home or Company (address): Postcode:

Tel: Mobile:

Email:

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

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

PROPERTY AND BID DETAILS

Lot No.: Property Address:

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

(amount in words):

DEPOSIT (tick as applicable)

I attach a cheque for 10% of my proxy bid or £3,000, whichever is the greater, and the published Administration Charge plus Buyers Premium if applicable.

OR

I attach a blank cheque to be completed by the Auctioneer if my bid is successful, within which he will include the published Administration Charge plus Buyers Premium if applicable.

My cheque of £ payable to RICHARD GREENER ESTATE AGENTS LTD - AUCTION HOUSE (amount if applicable)

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

Date of Birth Period living at current address NI Number

Passport Number

Driving Licence Number

Previous address if less than 6 months

SOLICITORS

My solicitors are:

Of (address):

Postcode:

Tel: Person Acting:

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

Signed: **Date:**

PLEASE MARK THE ENVELOPE EITHER PROXY OR TELEPHONE BID

TERMS AND CONDITIONS FOR TELEPHONE BIDS AND BIDDING BY LETTER

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

1. The bidder must complete a separate authority form for each Lot involved, and provide a bankers draft, solicitor's client's account cheque or personal cheque for 10% of the maximum amount of the bid for each Lot. Please note the minimum deposit for any bid is £3,000 PER LOT.
2. The bidder must upload Proof of Identity in the form of a scan of a driving licence or passport, and a scan of a utility bill to the Auctions Passport Service that accesses the property's Legal Pack. Also you authorise Auction House to undertake a search with Experian for the purpose of verifying your identity. To do so Experian may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.
3. The form must be sent to, or delivered to: Written & Telephone Bids, Auction House, Richard Greener Estate Agents, 22 Bridge Street, Northampton NN1 1NW to arrive before 6pm two working days prior to the start of the auction. It is the bidders responsibility to check that the form is received by Auction House and this can be done by telephoning the office.
4. In the case of a telephone bid the prospective purchaser should provide a blank cheque in the name of the purchaser which the Auctioneer will complete on behalf of the prospective purchaser if the prospective purchaser is successful in purchasing the relevant property for 10% of the purchase price, plus the administration charge or in accordance with the General or Special Conditions of Sale relating to the lot.
5. The bidder shall be deemed to have read the "Important Notice to be read by all bidders"; the particulars of the relevant Lot in the catalogue the general and special conditions of sale. The bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum of any amendments relating to the relevant Lot. Announcements can and should be checked by bidders on the day before the auction. However, the Auctioneers will advise the bidders of any announcements as soon as possible prior to the Auction.
6. In the case of a written bid, Auction House staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted, Auction House reserve the right not to bid.
7. Auction House reserve the right not to bid on behalf of written bidders, in the event of any error, doubt, omission, uncertainty as to the bid, any failure to validate Proof of Identification, or for any reason whatsoever and give no warranty, or guarantee, that a bid would be made on behalf of the bidder and accept no liability.
8. In the event that the written or telephone bid is successful, the Auctioneer will sign the Memorandum of the Contract on behalf of the bidder (a Contract would have been formed on the fall of the hammer).
9. In the event of a Contract, the deposit monies will be applied so far as necessary to meet the requirement for a 10% deposit (minimum £3,000) and the balance of the deposit (if any) will be held by the vendors solicitor pending completion. The published Administration Charge should be added to the deposit cheque or separate cheque and should be made payable to Richard Greener Estate Agents Ltd.
10. In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
11. The Auctioneer will make no charge to a prospective purchaser for this service and will accept no liability whatsoever for any bid not being made on behalf of the prospective purchaser whether through lack of clarity of instructions or for any other reason whatsoever. Prospective telephone purchasers will not hold Auction House liable for any loss or claims relating to the telephone bidding system. The prospective purchaser will be advised if the relevant lot has been successfully purchased on his behalf as soon as possible after the auction. Where the lot has not been purchased the prospective purchaser will be notified by post and the deposit returned as soon as reasonably possible.
12. Once delivered to the Auctioneers, the authority to bid is binding on the bidder on the day on which the particular Lot is auctioned. This is to allow for the possibility of a Vendor agreeing to sell post auction where the bidding has not reached the reserve.
13. The authority can only be withdrawn by notification in writing delivered to Auction House at their office two hours before the start of the auction on the day the relevant Lot is scheduled to be auctioned, or by delivery into the hands of the Auctioneer in the auction room half-an-hour before the start of that day's auction. It is the bidders responsibility to obtain a receipt on a copy of the withdrawal notification signed by one of the Auctioneers and without such a receipt the authority stands, any successful Contract is binding on the bidder.
14. If the bidder, or an agent, actually bids at the auction without having previously withdrawn the authority, the Auctioneer is at liberty to accept such bid in addition to any bid from Auction House staff as empowered under the written authority. Auction House will have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
15. Prospective purchasers are advised in respect of telephone bids should they become disconnected during bidding or are unobtainable, Auction House will not be held responsible or liable for any loss suffered in respect thereof. I hereby confirm that I have read and understood the above terms and conditions to bid by letter.

Signed: Date:

Please sign this page and ensure the form overleaf is completed

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 dispensed or varied by the sale conditions (even by a condition purporting to replace the whole of the Common Auction Conditions). They can be varied only if we agree.

A2 OUR ROLE

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

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

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

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

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

A3 BIDDING AND RESERVE PRICES

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

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

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

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

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

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

A4 THE PARTICULARS AND OTHER INFORMATION

A4.1 We have taken reasonable care to prepare particulars that correctly describe each lot. The particulars are based on

information supplied by or on behalf of the seller. You need to check that the information in the particulars is correct.

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

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

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

A5 THE CONTRACT

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

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

A5.3 You must before leaving the auction:

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

A5.4 If you do not we may either:

- (a) as agent for the seller treat that failure as your repudiation of the contract and offer the lot for sale again: the seller may then have a claim against you for breach of contract; or
- (b) sign the sale memorandum on your behalf.

A5.5 The deposit:

- (a) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the seller, but otherwise is to be held as stated in the sale conditions; and
- (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to us on an approved financial institution. The extra auction conduct conditions may state if we accept any other form of payment.

A5.6 We may retain the sale memorandum signed by or on behalf of the seller until the deposit has been received in cleared funds.

A5.7 If the buyer does not comply with its obligations under the contract then:

- (a) you are personally liable to buy the lot even if you are acting as an agent; and
- (b) you must indemnify the seller in respect of any loss the seller incurs as a result of the buyer's default.

A5.8 Where the buyer is a company you warrant that the buyer is properly constituted and able to buy the lot.

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

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- (b) the physical condition of the lot and what reasonably be discovered on inspection of it, whether or not the buyer has inspected it.
- G1.10 The buyer is not to rely on the information contained in the particulars but may rely on the seller's conveyancer's written replies to preliminary enquiries to the extent stated in those replies.
- G2. DEPOSIT**
- G2.1 The amount of the deposit is the greater of:
(a) any minimum deposit stated in the auction conduct conditions (or the total price, if this is less than that minimum); and
(b) 10% of the price (exclusive of any VAT on the price).
- G2.2 The deposit
(a) must be paid in pounds sterling by cheque or banker's draft drawn on an approved financial institution (or by any other means of payment that the auctioneers may accept); and
(b) is to be held as stakeholder unless the auction conduct conditions provide that it is to be held as agent for the seller.
- G2.3 Where the auctioneers hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the seller on completion or, if completion does not take place, to the person entitled to it under the sale conditions.
- G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the seller may treat the contract as at an end and bring a claim against the buyer for breach of contract.
- G2.5 Interest earned on the deposit belongs to the seller unless the sale conditions provide otherwise.
- G3. BETWEEN CONTRACT AND COMPLETION**
- G3.1 Unless the special conditions state otherwise, the seller is to insure the lot from and including the contract date to completion and:
(a) produce to the buyer on request all relevant insurance details;
(b) pay the premiums when due;
(c) if the buyer so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
(d) at the request of the buyer use reasonable endeavours to have the buyer's interest noted on the policy if it does not cover a contracting purchaser;
(e) unless otherwise agreed, cancel the insurance at completion, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the buyer; and
(f) (subject to the rights of any tenant or other third party) hold on trust for the buyer any insurance payments that the seller receives in respect of loss or damage arising after the contract date or assign to the buyer the benefit of any claim;
and the buyer must on completion reimburse to the seller the cost of that insurance (to the extent not already paid by the buyer or a tenant or other third party) for the period from and including the contract date to completion.
- G3.2 No damage to or destruction of the lot nor any deterioration in its condition, however caused, entitles the buyer to any reduction in price, or to delay completion, or to refuse to complete.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion.
- G4. TITLE AND IDENTITY**
- G4.1 Unless condition G4.2 applies, the buyer accepts the title of the seller to the lot as at the contract date and may raise no requisition or objection except in relation to any matter that occurs after the contract date.
- G4.2 If any of the documents is not made available before the auction the following provisions apply:
(a) The buyer may raise no requisition on or objection to any of the documents that is made available before the auction.
(b) If the lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.
(c) If the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or an examined copy of every relevant document.
(d) If title is in the course of registration, title is to consist of certified copies of:
(i) the application for registration of title made to the land registry;
(ii) the documents accompanying that application;
(iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
(iv) a letter under which the seller or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the buyer.
(e) The buyer has no right to object to or make requisitions on any title information more than seven business days after that information has been given to the buyer.
- G4.3 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):
(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the buyer; and
(b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the lot where the lot is leasehold property.
- G4.4 The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract.
- G4.5 The seller does not have to produce, nor may the buyer object to or make a requisition in relation to, any prior or superior title even if it is referred to in the documents.
- G4.6 The seller (and, if relevant, the buyer) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the conditions apply.
- G5. TRANSFER**
- G5.1 Unless a form of transfer is prescribed by the special conditions:
(a) the buyer must supply a draft transfer to the seller at least ten business days before the agreed completion date and the engrossment (signed as a deed by the buyer if condition G5.2 applies) five business days before that date or (if later) two business days after the draft has been approved by the seller; and
(b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer.
- G5.2 If the seller remains liable in any respect in relation to the lot (or a tenancy) following completion the buyer is specifically to covenant in the transfer to indemnify the seller against that liability.
- G5.3 The seller cannot be required to transfer the lot to anyone other than the buyer, or by more than one transfer.
- G6. COMPLETION**
- G6.1 Completion is to take place at the offices of the seller's conveyancer, or where the seller may reasonably require, on the agreed completion date. The seller can only be required to complete on a business day and between the hours of 0930 and 1700.
- G6.2 The amount payable on completion is the balance of the price adjusted to take account of apportionments plus (if applicable) VAT and interest.
- G6.3 Payment is to be made in pounds sterling and only by:
(a) direct transfer to the seller's conveyancer's client account; and
(b) the release of any deposit held by a stakeholder.
- G6.4 Unless the seller and the buyer otherwise agree, completion cannot take place until both have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.
- G6.5 If completion takes place after 1400 hours for a reason other than the seller's default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next business day.
- G6.6 Where applicable the contract remains in force following completion.
- G7. NOTICE TO COMPLETE**
- G7.1 The seller or the buyer may on or after the agreed completion date but before completion give the other notice to complete within ten business days (excluding the date on which the notice is given) making time of the essence.
- G7.2 The person giving the notice must be ready to complete.
- G7.3 If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has:
(a) terminate the contract;
(b) claim the deposit and any interest on it if held by a stakeholder;
(c) forfeit the deposit and any interest on it;
(d) resell the lot; and
(e) claim damages from the buyer.
- G7.4 If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has:
(a) terminate the contract; and
(b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.
- G8. IF THE CONTRACT IS BROUGHT TO AN END**
- If the contract is lawfully brought to an end:
(a) the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and
(b) the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the seller is entitled to forfeit the deposit under condition G7.3.
- G9. LANDLORD'S LICENCE**
- G9.1 Where the lot is or includes leasehold land and licence to assign is required this condition G9 applies.
- G9.2 The contract is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- G9.3 The agreed completion date is not to be earlier than the date five business days after the seller has given notice to the buyer that licence has been obtained.
- G9.4 The seller must:
(a) use all reasonable endeavours to obtain the licence at the seller's expense; and
(b) enter into any authorised guarantee agreement properly required.
- G9.5 The buyer must:
(a) promptly provide references and other relevant information; and
(b) comply with the landlord's lawful requirements.
- G9.6 If within three months of the contract date (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition G9) by notice to the other terminate the contract at any time before licence is obtained. That termination is without prejudice to the claims of either seller or buyer for breach of this condition G9.
- G10. INTEREST AND APPORTIONMENTS**
- G10.1 If the actual completion date is after the agreed completion date for any reason other than the seller's default the buyer must pay interest at the interest rate on the price (less any deposit paid) from the agreed completion date up to and including the actual completion date.
- G10.2 Subject to condition G11 the seller is not obliged to apportion or account for any sum at completion unless the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds.
- G10.3 Income and outgoings are to be apportioned at actual completion date unless:
(a) the buyer is liable to pay interest; and
(b) the seller has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer;
in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.
- G10.4 Apportionments are to be calculated on the basis that:
(a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
(b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
(c) where the amount to be apportioned is not known at completion apportionment is to be made by reference to a reasonable estimate and further payment is to be made by seller or buyer as appropriate within five business days of the date when the amount is known.
- G11. ARREARS**
- Part 1 Current rent**
- G11.1 "Current rent" means, in respect of each of the tenancies subject to which the lot is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding completion.
- G11.2 If on completion there are any arrears of current rent the buyer must pay them, whether or not details of those arrears are given in the special conditions.
- G11.3 Parts 2 and 3 of this condition G11 do not apply to arrears of current rent.
- Part 2 Buyer to pay for arrears**
- G11.4 Part 2 of this condition G11 applies where the special conditions give details of arrears.
- G11.5 The buyer is on completion to pay, in addition to any other money then due, an amount equal to all arrears of which details are set out in the special conditions.
- G11.6 If those arrears are not old arrears the seller is to assign to the buyer all rights that the seller has to recover those arrears.
- Part 3 Buyer not to pay for arrears**
- G11.7 Part 3 of this condition G11 applies where the special conditions:
(a) so state; or
(b) give no details of any arrears.
- G11.8 While any arrears due to the seller remain unpaid the buyer must:
(a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;
(b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment);
(c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require;
(d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order;
(e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and
(f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to part 3 of this condition G11.
- G11.9 Where the seller has the right to recover arrears it must not without the buyer's written consent bring insolvency proceedings against a tenant or seek the removal of goods from the lot.
- G12. MANAGEMENT**
- G12.1 This condition G12 applies where the lot is sold subject to tenancies.
- G12.2 The seller is to manage the lot in accordance with its standard management policies pending completion.
- G12.3 The seller must consult the buyer on all management issues that would affect the buyer after completion (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a tenancy; or a new tenancy or agreement to grant a new tenancy) and:
(a) the seller must comply with the buyer's reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the seller to a liability that the seller would not otherwise have, in which case the seller may act reasonably in such a way as to avoid that liability;
(b) if the seller gives the buyer notice of the seller's intended act and the buyer does not object within five business days giving reasons for the objection the seller may act as the seller intends; and
(c) the buyer is to indemnify the seller against all loss or liability the seller incurs through acting as the buyer requires, or by reason of delay caused by the buyer.
- G13. RENT DEPOSITS**
- G13.1 This condition G13 applies where the seller is holding or otherwise entitled to money by way of rent deposit in respect of a tenancy. In this condition G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.
- G13.2 If the rent deposit is not assignable the seller must on completion hold the rent deposit on trust for the buyer and, subject to the terms of the rent deposit deed, comply at the cost of the buyer with the buyer's lawful instructions.
- G13.3 Otherwise the seller must on completion pay and assign its interest in the rent deposit to the buyer under an assignment

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- in which the buyer covenants with the seller to:
- (a) observe and perform the seller's covenants and conditions in the rent deposit deed and indemnify the seller in respect of any breach;
 - (b) give notice of assignment to the tenant; and
 - (c) give such direct covenant to the tenant as may be required by the rent deposit deed.
- G14. VAT**
- G14.1 Where a sale condition requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.
- G14.2 Where the special conditions state that no VAT option has been made the seller confirms that none has been made by it or by any company in the same VAT group nor will be prior to completion.
- G15. TRANSFER AS A GOING CONCERN**
- G15.1 Where the special conditions so state:
- (a) the seller and the buyer intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
 - (b) this condition G15 applies.
- G15.2 The seller confirms that the seller
- (a) is registered for VAT, either in the seller's name or as a member of the same VAT group; and
 - (b) has (unless the sale is a standard-rated supply) made in relation to the lot a VAT option that remains valid and will not be revoked before completion.
- G15.3 The buyer confirms that:
- (a) it is registered for VAT, either in the buyer's name or as a member of a VAT group;
 - (b) it has made, or will make before completion, a VAT option in relation to the lot and will not revoke it before or within three months after completion;
 - (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
 - (d) it is not buying the lot as a nominee for another person.
- G15.4 The buyer is to give to the seller as early as possible before the agreed completion date evidence:
- (a) of the buyer's VAT registration;
 - (b) that the buyer has made a VAT option; and
 - (c) that the VAT option has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two business days before the agreed completion date, condition G14.1 applies at completion.
- G15.5 The buyer confirms that after completion the buyer intends to:
- (a) retain and manage the lot for the buyer's own benefit as a continuing business as a going concern subject to and with the benefit of the tenancies; and
 - (b) collect the rents payable under the tenancies and charge VAT on them
- G15.6 If, after completion, it is found that the sale of the lot is not a transfer of a going concern then:
- (a) the seller's conveyancer is to notify the buyer's conveyancer of that finding and provide a VAT invoice in respect of the sale of the lot;
 - (b) the buyer must within five business days of receipt of the VAT invoice pay to the seller the VAT due; and
 - (c) if VAT is payable because the buyer has not complied with this condition G15, the buyer must pay and indemnify the seller against all costs, interest, penalties or surcharges that the seller incurs as a result.
- G16. CAPITAL ALLOWANCES**
- G16.1 This condition G16 applies where the special conditions state that there are capital allowances available in respect of the lot.
- G16.2 The seller is promptly to supply to the buyer all information reasonably required by the buyer in connection with the buyer's claim for capital allowances.
- G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the special conditions.
- G16.4 The seller and buyer agree:
- (a) to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition G16; and
 - (b) to submit the value specified in the special conditions to HM Revenue and Customs for the purposes of their respective capital allowance computations.
- G17. MAINTENANCE AGREEMENTS**
- G17.1 The seller agrees to use reasonable endeavours to transfer to the buyer, at the buyer's cost, the benefit of the maintenance agreements specified in the special conditions.
- G17.2 The buyer must assume, and indemnify the seller in respect of, all liability under such contracts from the actual completion date.
- G18. LANDLORD AND TENANT ACT 1987**
- G18.1 This condition G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.
- G18.2 The seller warrants that the seller has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.
- G19. SALE BY PRACTITIONER**
- G19.1 This condition G19 applies where the sale is by a practitioner either as seller or as agent of the seller.
- G19.2 The practitioner has been duly appointed and is empowered to sell the lot.
- G19.3 Neither the practitioner nor the firm or any member of the firm to which the practitioner belongs has any personal liability in connection with the sale or the performance of the seller's obligations. The transfer is to include a declaration excluding that personal liability.
- G19.4 The lot is sold:
- (a) in its condition at completion;
 - (b) for such title as the seller may have; and
 - (c) with no title guarantee;
- and the buyer has no right to terminate the contract or any other remedy if information provided about the lot is inaccurate, incomplete or missing.
- G19.5 Where relevant:
- (a) the documents must include certified copies of those under which the practitioner is appointed, the document of appointment and the practitioner's acceptance of appointment; and
 - (b) the seller may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925.
- G19.6 The buyer understands this condition G19 and agrees that it is fair in the circumstances of a sale by a practitioner.
- G20. TUPE**
- G20.1 If the special conditions state "There are no employees to which TUPE applies", this is a warranty by the seller to this effect.
- G20.2 If the special conditions do not state "There are no employees to which TUPE applies" the following paragraphs apply:
- (a) The seller must notify the buyer of those employees whose contracts of employment will transfer to the buyer on completion (the "Transferring Employees"). This notification must be given to the buyer not less than 14 days before completion.
 - (b) The buyer confirms that it will comply with its obligations under TUPE and any special conditions in respect of the Transferring Employees.
 - (c) The buyer and the seller acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the seller will transfer to the buyer on completion.
 - (d) The buyer is to keep the seller indemnified against all liability for the Transferring Employees after completion.
- G21. ENVIRONMENTAL**
- G21.1 This condition G21 only applies where the special conditions so provide.
- G21.2 The seller has made available such reports as the seller has as to the environmental condition of the lot and has given the buyer the opportunity to carry out investigations (whether or not the buyer has read those reports or carried out any investigation) and the buyer admits that the price takes into account the environmental condition of the lot.
- G21.3 The buyer agrees to indemnify the seller in respect of all liability for or resulting from the environmental condition of the lot.
- G22. SERVICE CHARGE**
- G22.1 This condition G22 applies where the lot is sold subject to tenancies that include service charge provisions.
- G22.2 No apportionment is to be made at completion in respect of service charges.
- G22.3 Within two months after completion the seller must provide to the buyer a detailed service charge account for the service charge year current on completion showing:
- (a) service charge expenditure attributable to each tenancy;
 - (b) payments on account of service charge received from each tenant;
 - (c) any amounts due from a tenant that have not been received;
 - (d) any service charge expenditure that is not attributable to any tenancy and is for that reason irrecoverable.
- G22.4 In respect of each tenancy, if the service charge account shows that:
- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the seller must pay to the buyer an amount equal to the excess when it provides the service charge account;
 - (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the buyer must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the seller within five business days of receipt in cleared funds; but in respect of payments on account that are still due from a tenant condition G11 (arrears) applies.
- G22.5 In respect of service charge expenditure that is not attributable to any tenancy the seller must pay the expenditure incurred in respect of the period before actual completion date and the buyer must pay the expenditure incurred in respect of the period after actual completion date. Any necessary monetary adjustment is to be made within five business days of the seller providing the service charge account to the buyer.
- G22.6 If the seller holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
- (a) the seller must pay it (including any interest earned on it) to the buyer on completion; and
 - (b) the buyer must covenant with the seller to hold it in accordance with the terms of the tenancies and to indemnify the seller if it does not do so.
- G23. RENT REVIEWS**
- G23.1 This condition G23 applies where the lot is sold subject to a tenancy under which a rent review due on or before the actual completion date has not been agreed or determined.
- G23.2 The seller may continue negotiations or rent review proceedings up to the actual completion date but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the buyer, such consent not to be unreasonably withheld or delayed.
- G23.3 Following completion the buyer must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the seller, such consent not to be unreasonably withheld or delayed.
- G23.4 The seller must promptly:
- (a) give to the buyer full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
 - (b) use all reasonable endeavours to substitute the buyer for the seller in any rent review proceedings.
- G23.5 The seller and the buyer are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- G23.6 When the rent review has been agreed or determined the buyer must account to the seller for any increased rent and

interest recovered from the tenant that relates to the seller's period of ownership within five business days of receipt of cleared funds.

G23.7 If a rent review is agreed or determined before completion but the increased rent and any interest recoverable from the tenant has not been received by completion the increased rent and any interest recoverable is to be treated as arrears.

G23.8 The seller and the buyer are to bear their own costs in relation to rent review negotiations and proceedings.

Going once...

The most suitable properties for auction include:

- 🔨 Properties for improvement
- 🔨 Tenanted properties
- 🔨 Residential investments
- 🔨 Development propositions
- 🔨 Building Land
- 🔨 Mixed use properties
- 🔨 Commercial investments
- 🔨 Unique properties
- 🔨 Land (development or greenfield)
- 🔨 Lock up garages

Auction dates:

27th February 2019

17th April 2019

10th July 2019

25th September 2019

20th November 2019

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