



Residential and Commercial Digital AuctionTuesday 16th April 2019

Comprising 49 lots of residential and commercial property for occupation, investment and development.

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By Order of:

Croydon Council Major Housing Association Major Property Companies LPA Receivers Executors
Public & Private Limited Companies
Others

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Property type

Freehold Vacant Houses

221 Sheffield Road Barnsley 4 Hatfield Close Barnsley Barnsley 60 Princess Street 20 Flimwell Close Bromley Crystal Palace 82 Grecian Crescent Hackney 17 Robinson Road Hornsey 36 Waldegrave Road 44 Rufford Road Liverpool Sudenham 59 Highclere Street Walworth 77 Smyrks Road

Freehold Vacant Flat

Peckham 5 Basi Terrace, 221 Consort Road

Leasehold Vacant Flats

Accrington 44 Waterside St James Court West Barnsley 14 Western Street Barnsley 34 Farrar Street Battersea 2a Amies Street Cudworth Barnsley 303-307 Barnsley Road Hamilton Scotland 37 Bonnyton Lane Monk Bretton, Barnsley 40a Tennuson Road, Monk Bretton, Barnsley 48a Tennyson Road, Penge Top Floor Flat 7, Laurel Grove 38 Avarn Road Tooting Tooting Flat 3 The Haylofts, 17a Seely Road

Part Vacant Properties

Barnsley 36a, Tennyson Road
Goole Doncaster 20, 20A, 20B, 22, 24
Carlisle Street

Leasehold Vacant Garage

Kennington Garage 62 Vanbrugh
Court Wincott Street

Residential Investments

West Norwood

Barnsley 320 Doncaster Road Clapham First and Second Floor Maisonette 47 Hambalt Road Kings Langley 69b Langley Hill 1 & 1a Heyford Road Mitcham Purley Flat 33, 130 Brighton Road Silkstone Barnsley Yew Tree Cottage, Barnsley Road Washington Tyne and Wear Glendale House. Galleries Quadrant

29 Elmcourt Road

Freehold Sites

Putney Passageway at the rear of 57-63 Lower Richmond Road

Sixmilecross Omagh 16 Claggan Road

Commercial Properties

Addlestone Ground Floor. 38 High Street Blaydon-on-Tyne Tyne & Wear 72 Clavering Road Darlington 4 Clifton Avenue Gainford County Durham 13-14 High Green Newcastle Upon Tyne 282 & 284 Chillingham Road Plymouth 26 Southside Street 2-8 Henwick Road St. John's Worcester Woking 25 High Street Woking 4a Commercial Way

Freehold cleared site with planning permission* to build 4 contemporary family homes with balconies and gardens - Development Opportunity

Brixton 131 Lyham Road

Freehold development site of approximately 15.04 acres (6.09 hectares).

Outline planning permission for residential development and a lapsed planning permission for 169 residential dwellings - Development opportunity fronting the canal.

Dewsbury West Yorkshire Development Site Forge Lane

Freehold detached former club hut with planning permission for change of use to an artist's studio - Full vacant possession

Ewell Young Farmers Club Hut Reigate Road

Freehold site with planning permission for a three bedroom terraced house - Development Opportunity

Hackbridge 204 London Road

Freehold former car garage with planning permission for redevelopment to provide 10 apartments with associated parking - Full vacant possession

Walton on the Naze Essex 27 High Street

UK Auction Dates 2019

Thursday 6th June

Wednesday 24th July

Wednesday 18th September

Wednesday 30th October

Thursday
12th December

Ireland Auction Dates 2019

Thursday 4th April

Wednesday 22nd May
- Thursday 23rd May

Tuesday 9th July - Wednesday 10th July

Wednesday 18th September - Thursday 19th September

Thurday 17th October - Friday 18th October

Thurday 14th November - Friday 15th November

Wednesday 11th December - Thursday 12th September



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BidX1's residential and commercial auction teams offer 280 years combined experience of running and managing auctions across the UK.

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Auction information

Guide Prices

These are listed on a separate sheet enclosed within the catalogue and are also available to view online at bidx1.com. Please note the guide prices are subject to change up to and on the day of the auction. Purchasers should check online for any changes. A full list of up-to-date guides will be available on the Bidx1 website on auction day. Guide Prices are an indication of the seller's current minimum acceptable price at auction. The sale price, whether prior to or at the auction, can be above or below the guide price depending upon market activity. The quide price does not include the administration fee nor any additional costs or fees charged by the seller as detailed in the special conditions of sale.

Reserve Price

The reserve price is the seller's minimum acceptable price and the figure below which the auctioneer cannot sell. The reserve price is not disclosed and remains confidential between the seller and the auctioneer.

Viewings

Please see particulars on the Bidx1 website at the side of each lot for viewing arrangements. Viewing is at your own risk. The vendors and auctioneers do not take any responsibility for any accidents, losses or damages. Generally there are no arrangements in respect of tenanted or squatted property where any viewing is bu courtesy of the occupier.

Legal Information

Common Auction Conditions and Additions and Amendments thereto Printed in the catalogue and

available to view on the website.

Legal Documents

Legal documents for most lots are available and can be viewed and downloaded from the website

Special Conditions of Sale

These contract conditions are special to the lot indicated. They can be viewed and downloaded from the website. bidx1.com.

Energy Performance Certificates

An Energy Performance Certificate, (EPC) where applicable, will be included within the legal pack for each lot. The EPC and legal documentation can be downloaded from our website, bidx1.com.

Buying

If it is the first time you have purchased at auction you need to check how the process works, it is advisable to read the FAQ (frequently asked questions) section on the Bidx1 website.

Advance offers

Generally, vendors are prepared to consider pre-auction sales. Offers can be made by telephoning us on 020 7703 4401 or by emailing ukauctions@bidx1.com.

Bidder Registration

All bidders are required to register to bid and pay a bidder security deposit together with an administration fee. Further details are available on the Bidx1 website or by telephoning 020 7703 4401.

Deposits

If your bid is successful the balance of the 10% deposit is required to be paid within 2 working days of the auction. Payment should be made by bank transfer.



ARE YOU THINKING OF SELLING YOUR PROPERTY?

Contact our experienced auctions teams to discuss your requirements on 020 7703 4401 or at info@uk.bidx1.com.

Antony Schober - Chief Operating Officer, BidX1



The BidX1 team welcomed our first commercial and residential auction of the year in February, selling a record £15.4 million worth of property and achieving a stand out 80% success rate from 50 lots sold. This included a site in Surrey which sold at £1.4 million and a former Warburtons Bakery Site in West Yorkshire that attracted high levels of interest with 160 bids placed.

The continued ease and accessibility of the digital platform has meant bidders around the world are able to take part in the auction. This was particularly apparent when one bidder successfully acquired a property from their mobile phone whilst skiing in the French Alps.

The appeal of digital auctions is proving compelling to buyers and sellers seeking transparency, speed and efficiency whilst receiving professional property expertise throughout the sales process.

The turning of the season brings with it our second digital auction of 2019. We have some exciting opportunities in our April catalogue, including a number of investment properties and a mix of residential and commercial assets. We are delighted to present this catalogue on behalf of our clients who include Croydon Council, major Housing Associations, major Property Companies, LPA Receivers, Executors, Plc's and a multitude of private individuals.

We look forward to opening the bidding on our digital auction platform on Tuesday 16th April.

Everyone's Invited.

Antony Schober

Chief Operating Officer, BidX1

fill !

Some of my catalogue highlights include:

Lot 6 - 36 Waldegrave Road, Hornsey, London N8 OQA: Guide price of £49,000+

In the same ownership for over 15 years – a freehold terraced house. Three bedrooms, two reception rooms, kitchen, dining room, bathroom, separate wc, garden. Situated in a very popular location.

Lot 9 - Development Site Forge Lane, Dewsbury, West Yorkshire WF12 9EN: Guide price of £1,900,000+

A freehold development site of approximately 15.04 acres (6.09 hectares). Lapsed planning permission for 169 dwellings.

Lot 11 – 25 High Street, Woking GU21 6BW: Guide price of £600,000+

A freehold shop and residential investment with further development opportunity. Comprises two shop units and a large two bedroom flat. Total current rent reserved £21,800 per annum (plus vacant A2 shop).

Lot 17 - 38 Avarn Road, Tooting SW17 9HA: Guide price £380,000+

A leasehold ground floor purpose-built maisonette. Two bedrooms, reception room, kitchen, shower room, separate wc and private rear garden.

Lot 21 – 4A Commercial Way, Woking, Surrey, GU216EZ: Guide price of £600,000+

In the same family ownership for over 40 years. Prominent freehold bank investment which is entirely let to HSBC Bank Plc until 2020. Potential residential conversion of the first and second floors (subject to consents). Tenant in occupation for approximately 40 years. Current rent £42,750 per annum. Pedestrianised town centre position.

Lot 44 – 44 Rufford Road, Liverpool, L6 3BE: Guide price £70,000+

Freehold three one bedroom self-contained flats. Situated in a popular residential location near University of Liverpool. Full vacant possession.

Bidder Pre-Registration Information

Getting Started

STEP 1

Create an account at bidx1.com

Existing BidX1 customers can use their current login details. If you don't have an account, you can sign up at this stage. Please note that if you're setting up a BidX1 account for the first time, a verification email will be sent to the email address that you provided. Click on the link in this email to activate your account. You cannot proceed to registration without verifying this link.

STEP 2

Register to bid

Registration requires details of the bidder, purchaser and solicitor. You will also need to upload a copy of the bidder's photo ID and a recent proof of address (dated within 6 months).

STEP 3

Terms & Conditions

Read the Terms & Conditions carefully and click the boxes on the right-hand side to accept each of them.

STEP 4

Selecting your lots

At this stage you can select the lots that you wish to bid on.

STEP 5

Payment of bidder security

Based on the value of the property, you'll be asked to provide a bidder deposit payment. This must be paid in advance of the online auction date by credit card, debit card or bank transfer. For a breakdown of fees and deposit amounts, please visit **bidx1.com**

STEP 6

Bidder authorisation

Once you have completed the above steps, our surveyors will review your registration. You will receive an email once your registration has been approved.

STEP 7

Bidding

Once your bidding application has been authorised by the BidX1 team and the bidding period opens, you are free to place bids on your approved lot.

To view details on how to bid, please visit bidx1.com

For further details:

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shawbrook.co.uk

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Bid 11.

Your Property.

Ireland





The Wooden House, Kilmore Quay, Co. Wexford



Property known as Crimmins Garage, Enni-skerry, Co. Wicklow

SOLD €461,000



Lot 10: 4 Apostle Steps Way, Clifton, Cape Town

GUIDE PRICE R10m - R20m



Lot 2: 156 Benguela Cove Estate, Hermanus
GUIDE PRICE R6m - R8m



Global Market.

South Africa



1. Conditions of Sale

- 1.1 Prospective purchasers are advised that all sales are subject to:
- (a) Common Auction Conditions (Edition 3) reproduced by permission of Royal Institution of Chartered Surveyors in the Catalogue;
- (b) Amendments and additions thereto;
- (c) Special Conditions of Sale obtainable on the website;
- (d) an Addendum or alteration made available for inspection prior to the sale:
- (e) this Notice to Bidders
- 1.2 The Common Auction Conditions (Edition 3) comprise:
 - · The glossary;
 - · auction conduct conditions; and
 - sale conditions.

2. Particulars of Sale

Prospective purchasers are advised to check the Particulars of Sale printed in the catalogue to ensure that they are satisfied as to their accuracy in regard to measurements, areas and all other matters to which the properties are expressed to be subject to or have the benefit of, and in respect of any contents, fixtures and fittings expressed to be included in the sale. All measurements and areas referred to in these particulars are approximate only. Services or appliances included in the property have not been tested. Any statement by the Auctioneers' staff is without responsibility and is not a representation.

3. Photographs and Plans

Any photographs and plans shown in the Particulars of Sale are to enable prospective purchasers to locate the property only. The plans are photographically reproduced and are therefore not to scale and are not intended to depict the interest to be sold but are for identification only. The boundary lines and numbers on the photographs are again only to enable prospective purchasers to locate the property and are not intended to depict the interest to be sold. Prospective purchasers must rely on inspection of the property concerned and the Special Conditions of Sale as to full descriptions and the extent of the relevant property to be sold. Such plans and photographs are expressly excluded from the contract of sale. All plans have been reproduced with the permission of the Controller of Her Majesty's Stationary Office © Crown Copyright and Experian Copyright all rights reserved Licence number PU 100017316,

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4. Guide Prices

Guide prices are an indication of the sellers current minimum acceptable price at auction, the sale price whether prior to or at the auction can be above or below the guide price depending upon market activity. Guide prices given to prospective purchasers cannot be accepted by the purchaser as representing a professional valuation for any purpose in accordance with the requirements or quidance notes of relevant professional bodies or other authorities. Prospective purchasers should satisfy themselves as to the possible purchase price. The quide price does not include the administration fee nor any additional costs or fees charged by the seller as detailed in the special conditions

5. Inspection and Searches

It is deemed that prospective purchasers have inspected the property and have made the usual pre-contract searches and enquiries and are relying on their own knowledge or the advice of their own professional or other adviser. The published information is not warranted and may need to be verified by inspection of the legal package generally only available after the catalogue has gone live. Purchasers must satisfy themselves as to the correctness of the details of leases, tenancies, licences, rent payable, rent reviews, service charges, outgoings and other matters.

6. Withdrawn Lots or Sales

The Vendors have the right to withdraw or sell their property at any time prior to Auction. The Auctioneers or Vendors are not responsible for any abortive costs, losses or damages incurred by prospective purchasers in respect of lots which are either withdrawn or sold prior to the Auction. Information as to prior sale or withdrawal of a Lot can be obtained from enquiry of the Auctioneers but is valid only up to the time of the enquiry.

7. Addendums

Prospective purchasers should check the property details on the day of the sale, Amendments to particulars and conditions of sale or both will be detailed as a notice from

the auctioneers on the lot page of the website. Purchasers are deemed to have purchased in full knowledge of any Addendum.

8. Bidders Pre-Registration

Registration requires details of the bidder, purchaser and solicitor. You will also need to upload a copy of the bidder's photo ID and a recent proof of address. You will be required to read and accept the Terms and Conditions. For further details go to bidX1.com.

9. Bidder Security

A bidder security is required for all properties you wish to bid on. This must be paid in advance of the Online Auction date by credit card, debit card or bank transfer. If you have not made the successful bid in relation to a property, your bidder security will be refunded to you. Your bidder security will be used as a partial payment toward the applicable deposit. Successful bidders must pay the balance of the 10% deposit of the total purchase price (if applicable) to BidX1 within two business days of the Lot closing. Payable by bank transfer. N.B. - Your bidder security will immediately become non-refundable if you make the successful bid in relation to a property.

10. Administration Fee

An administration fee of £1000 (inclusive of VAT) is required for all properties you wish to bid on. This must be paid in advance of the Online Auction date by credit card, debit card or bank transfer. Please note that one administration fee is required for each property you wish to bid on. If you have not made the successful bid in relation to a property, your administration fee (relating to that property) will be refunded to you. N.B. - Your Administration Fee will immediately become non-refundable if you make the successful bid in relation to a property.

11. Participation Fee

The participation fee is comprised of the bidder security and administration fee and must be paid by you in advance of the date of the Auction. The minimum participation fee which must be paid is £4,500. The participation fee may be higher depending on the reserve price of the Lot you are interested in bidding on. A separate participation fee is required for each Lot you wish to bid on.

N.B If you make the successful bid in relation to a Lot your participation fee will immediately become non-refundable.

12. Designated Closing Time

This is the initial closing time for the Online Auction for the property and can be seen on the relevant Lot Details page on our website.

13. Extension

An extension occurs when a valid bid is made within the final 60 seconds of the designated closing time. If such a valid bid is made an additional 60 seconds will be added to the designated closing time for that property. The clock will time out to zero before the 60 second extension is added.

14. Further Extension

If a valid bid is made during an extension for that property the clock will immediately reset to 60 seconds. There is no limit to the number of possible further extensions.

15. Binding Contract

You will be legally bound from the time the bidding period closes if your bid has been (by operation of the website) accepted by BidXI on behalf of the seller as being the successful bid i.e the highest value bid for the relevant Lot at that time which has met or exceeded the reserve price. BidXI will then sign the contracts on your behalf on the day of the auction and send signed copies to both your solicitor and the vendor's solicitor. The balance of the 10% deposit will be due within 2 working days and is payable by bank transfer.

16. Default of Purchaser

If the Purchaser should fail or default in any of the above the Auctioneer as agent for the Vendor shall be entitled to treat the failure or default as a repudiation and rescind the contract. Thereafter the Auctioneer shall be entitled to re-submit the property for sale. The Vendor reserves the right to claim any loss he/she suffers as a result.

17. Keys

Purchasers should be aware that they will not be entitled to keys or access to the property (except by special arrangement) until completion of the sale.







82 Grecian Crescent, Crystal Palace SE19 3HH

Freehold three bedroom semi-detached house

Full vacant possession

BY ORDER OF

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Location

Situated between Queen Mary Road and Beulah Hill. Public transport includes West Norwood railway station. Shopping amenities are on Beulah Hill. Recreation facilities can be found at Upper Norwood Recreation Ground.

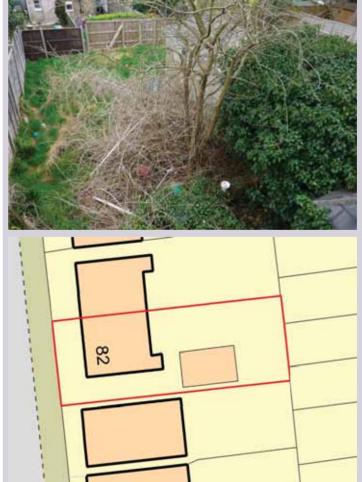
Accommodation

First floor: Three bedrooms, bathroom/wc Ground floor: Reception, kitchen/dining room

Outside: Front and rear garden, off street parking, garage

Note We are advised that Japanese Knotweed is present at the property and an eradication programme is underway. Interested parties should refer to the legal pack for further information.

Viewing Please refer to our website for further information





Young Farmers Club Hut, Reigate Road, North Looe, Epsom, Surrey KT17 3DH

Freehold detached former club hut with planning permission for change of use to an artist's studio

Full vacant possession

Location

Situated within a rural location approximately 1.4 mile west of Epsom town centre and benefiting from excellent communication links via the A250 (Reigate Road). The site is located on the east side of a private road approximately 400 meters from the junction with Reigate Road. The junction to the private road and Reigate Road can be found opposite to the junction with The Downs Farm. Public transport includes Banstead & Epsom Downs railway stations. Shopping amenities can be found at Fir Tree Road.

Existing Accommodation

Meeting room, store room, separate wc, kitchenette

Gross internal area approximately 41.7 sq m (449 sq ft)

Planning permission was granted by Epsom & Ewell Borough Council on 14/01/2019 (Ref: 18/00850/FUL) for the Reconstruction/Recladding of the former Young Farmers Club hut to use as artist's studio to comprise

Studio room with glazing over roof for north light and bi-folding doors, kitchen and separate wc.

It is considered that the site may be suitable for an alternative scheme. Interested parties must rely on their own enquires to Epsom & Ewell planning department in this regard. Telephone 01372 732 000

Copies of the plans and planning permission can be found from our website

Viewing Open site



Lot 3

Bidding Closes 16/4/2019 - 11.08am

1 & 1a Heyford Road, Mitcham, Surrey CR4 3EW

Freehold ground rent secured upon two self-contained maisonettes

Ground rent investment

Valuable reversion of flat 1 in approximately 64 years

Location

Situated off Western Road. Public transport includes Mitcham Eastfields railway station. Shopping amenities are at London Road. Recreation facilities can be found at Mitcham Common.

Unit	Lease Term	From	Rent Per Annum
1	99 years	29/9/1984	£75 (Increasing to £100 per annum in 2050)
1a	125 years	29/9/2005	£250 (Doubling at 2040 and each subsequent 25th year of the term)

Total rent reserved £325 per annum (rising)





29 Elmcourt Road, West Norwood SE27 9BX

Freehold three floor double fronted semi-detached property arranged as thirteen self-contained flats

Investment producing £104,520 per annum

IN THE SAME FAMILY OWNERSHIP FOR OVER 20 YEARS

Location

Situated between Thurlow Park Road and Norwood Road. Public transport includes Tulse Hill railway station. Shopping amenities are at Norwood Road. Recreation facilities can be found at Brockwell Park.



Accommodation/tenancies

Unit	Floor	Accommodation	Tenancy	Rent per annum
1	Ground	Studio room, kitchen, shower room/wc	12 month AST from 1/7/2018	£7,500
2	Ground	Studio room, kitchen, shower room/wc	12 month AST from 1/2/2019	£7,800
3	Ground	Studio room, kitchen, shower room/wc, access to garden	12 month AST from 30/1/2018	£7,800
4	Ground	Studio room, kitchen, shower room/wc, access to garden	12 month AST from 10/6/2018	£9,000
5	Ground	Studio room, kitchen, shower room/wc	12 month AST from 10/11/2017 (holding over)	£7,800
5a	First	Studio room / kitchen, shower room/wc	12 month AST from 10/11/2017 (holding over)	£4,800
ŝ	First	Studio room, kitchen, shower room/wc	12 month AST from 27/3/2018	£8,160
7	First	Studio room, kitchen, shower room/wc	12 month AST from 15/7/2018	£7,800
3	First	Studio room, kitchen, shower room/wc	12 month AST from 1/4/2017 (holding over)	£7,800
9	Second	Bedroom, open plan reception room/kitchen, shower room/wc	12 month AST from 1/2/2019	£9,900
0	Second	Bedroom, reception room, kitchen, shower room/wc	12 month AST from 31/1/2018	£10,200
1	Ground	Studio room, kitchen, shower room/wc, main access to garden	12 month AST from 23/5/2017 (holding over)	£7,800
12	Ground	Studio room, kitchen, shower room/wc, access to garden	12 month AST from 7/9/2018	£8,160

Total Rent Reserved £104,520 per annum



20 Flimwell Close, Bromley, Kent BR1 4NB

Freehold two floor three bedroom terraced house

Full vacant possession

Location

Situated in a quiet cul-de-sac off Bromley Hill close to the junction with Glenbow Road. Public transport includes Beckenham Hill and Ravensbourne railway stations. Shopping amenities are at Bromley Hill. Recreation facilities can be found at Beckenham Place Park.

Accommodation

First floor: Three bedrooms, shower room/wc

Ground floor: Reception room, kitchen/diner, conservatory

Outside: Off street parking, rear garden

The property benefits from central heating (not tested) and double glazing

Viewing Please refer to our website for further information





36 Waldegrave Road, Hornsey N8 OQA

Freehold three bedroom terraced house

IN THE SAME OWNERSHIP FOR OVER 15 YEARS

Location

Situated in a very popular location just off High Road and Turnpike Lane. Public transport includes Turnpike Lane underground station and Hornsey Railway station. Shopping amenities are at High Road and Turnpike Lane. Recreation facilities can be found at Alexandra Park.

Accommodation

First floor: Three bedrooms, bathroom, separate wc Ground Floor: Two reception rooms, kitchen, dining room Outside: Rear garden

Viewing Please refer to our website for further information.





Wilkinson Byrne

8 Turnpike Parade, Green Lanes, London N15 3EA Telephone: 020 8888 0022



Yew Tree Cottage, Barnsley Road, Silkstone, Barnsley S75 4NG

Freehold four bedroom semi detached cottage. **Grade II Listed**

Investment

BY ORDER OF THE LPA RECEIVERS

Location

Situated in the popular Village of Noblethorpe to the west of Barnsley Town Centre, Public transport includes Silstone Common railway station. Shopping amenities are at High Street. Recreation facilities can be found at Noblethrope Park.

Accommodation

Attic floor: Two bedrooms

First floor: Two bedrooms (master with en-suite shower room), guest

Ground floor: Reception room, kitchen/diner, separate wc

Outside: Off street parking, front garden G.I.A approximately 116.1 sq m (1,250 sq ft)

The property has not been internally inspected by BidX1. Interested parties should refer to the legal pack in this regard

Tenancy

The property is let, the receivers have not been provided with a copy of the tenancy agreement and are not collecting rent. Interested parties must rely on their own enquiries in this regard.







Bidding Closes 16/4/2019 - 11.28am

REF: JML

4 Clifton Avenue, Darlington, County Durham DL1 5EE

Freehold two floor semi-detached corner building arranged as a ground floor shop with a flat above.

Investment (first floor regulated tenancy)

Location

Darlington is a large market town in the north east of England and benefits from excellent communication links via the A1. The property is located approximately 0.5 miles south of the town centre within an established residential area between Park Lane and Clifton Road. Public transport includes Darlington railway station.

Accommodation/tenancies

Unit	Accommodation	Tenancy	Rent
Ground and First floor flat	First floor: Two bedrooms, reception room, bathroom, separate wc Ground floor: Kitchen.	Let on a regulated tenancy at a registered rent of £83 per week, effective from 08/02/2019 (in occupation since 1984).	£4,316 per annum
Ground floor shop	Retail area/salon, separate wc, external storage, gross internal area approximately 37 sq m (398 sq ft).	Let to an individual t/a Blush hair salon for a term of 3 years from 01/10/2018 (in occupation since 2011).	£5,250 per annum

Total rent reserved £9,566 per annum

Note There is a garage to the rear of the property which is vacant. **Energy Performance Certificate** Available from our website

Joint Agents



Greig Cavey Commercial Simon Cavey Telephone: 01429 275 791







Land at Forge Lane, Dewsbury, West Yorkshire WF12 9EN

Freehold development site of approximately 15.04 acres (6.09 hectares).

Outline planning permission for residential development and a lapsed planning permission for 169 residential dwellings

Development opportunity fronting the canal.

Full vacant possession

Location

Dewsbury is approximately 9 miles north east of Huddersfield and 15 miles south west of Leeds. The site is situated approximately 1 mile south of Dewsbury town centre, accessed via a gated entrance on Lees Hall Road close to its juction with Forge Lane. Public transport includes Ravensthorpe & Dewsbury railway stations. Shopping amenities are at Brewery Lane. Recreation facilities can be found at Dewsbury Country Park.

Planning

The site currently has outline planning permission for residential development (planning ref: 2004/60/94709/E2) after the council granted an extension to the time limit of the permission (planning ref: 2013/60/92657/E). The site previously had detailed planning consent for a scheme of 169 residential dwellings (planning ref: 2009/61/93489/E2). This detailed consent has now lapsed, although provides an indication of the potential scale for any proposed development.

These applications were made with Kirklees Council. Copies of the planning permission are available to download from our website.

 $\textbf{Note} \ \mathsf{VAT} \ \mathsf{is} \ \mathsf{not} \ \mathsf{applicable} \ \mathsf{to} \ \mathsf{this} \ \mathsf{lot}$

Viewing Open site





First and second floor maisonette, 47 Hambalt Road, Clapham SW4 9EQ

Long leasehold two bedroom self-contained maisonette

Development potential (subject to consents)

Investment

Location

Situated within the sought after area of Abbeville Village between Abbeville Road and Clapham Common South Side. Public transport includes Clapham South (under ground-Northern Line) station. Shopping amenities are at Abbeville Road. Recreation facilities can be found at Clapham Common.

Accommodation

Second floor: Bedroom, bathroom/wc

First floor: Reception room, kitchen/breakfast room, bedroom, bathroom, separate wc

The property benefits from central heating (not tested) $% \left(1\right) =\left(1\right) \left(1$

Planning

Planning permission was granted on appeal by The London Bough of Lambeth planning department on the 27/08/2014 (now lapsed) (Ref: APP/N5660/A/14/2219989) for a rear dormer to the main roof of the upper flat as part of a loft conversion to provide an additional bedroom.

It is considered that a similar planning scheme would be looked favourable on by the planning department.

Interested parties must rely on their own enquires to The London Borough of Lambeth planning department in this regard. Telephone 020 7926 1180.

Tenancy

Let on a assured shorthold tenancy for a period of 12 months from 01/09/2016 at a rent of £1,300 per annum (holding over)

Total Rent Reserved £15,600 per annum

Lease

Held on a lease for a term of 125 years from 25/12/2007 at a peppercorn ground rent.

Viewing Please refer to our website for further information





25 High Street, Woking GU21 6BW

Freehold Shop and Residential Investment with further Development Opportunity

Comprises two shop units and a large two bedroom flat

One shop with A2 use

The Council has resolved to grant planning permission for conversion of the existing roof space to form a self-contained one bedroom flat (1) Affluent commuter town

Town centre location 200 metres from Woking Rail Station

No VAT applicable

Total Current Rent Reserved £21,800 per annum (plus vacant A2 shop) (2)

In the same family ownership for over 40 years

Location

Woking is an affluent Surrey town situated in the London commuter belt midway between Weybridge and Guidford with a residential population of 85,000. The town benefits from a frequent rail service to London Waterloo (from 24 minutes) and has established itself as one of Surreys major commercial and retail centres which benefits from its proximity to the A3, M3 and M25. Woking is benefitting from significant town centre investment and regeneration, including the Victoria Square development. The property is situated on the north side of High Street, about 200m from Woking Rail Station. The is a right of way at the rear leading to Commercial Way, the main pedestrianised shopping street in the town centre, where occupiers include HSBC, Halifax, Bill's, Cote and William Hill, amongst many others.

Unit	Accommodation	Tenant	Tenancy	Rent Per Annum
Shop	Ground Floor A2 Shop/Office (2) - 26.40 sq m (284 sq ft) (3)	Vacant (2)	Vacant	
Shop	Ground Floor Shop (3) - 52.00 sq m (560 sq ft)	Individual (t/a Grey Oriental Foods)	5 years from 03/02/2018 (reversion 2023)	£14,000
Flat	First Floor Flat - 3 Rooms, Kitchen, Bathroom, 2 WCs - GIA 84.00 sq m (904 sq ft)	Individual(s)	12 month Assured Shorthold Tenancy from 01/07/2015 at £650 pcm	£7,800

(2) Shop/office currently occupied by the seller, but will be offered with vacant possession upon completion. (3) Not measured by BidX1. The floor areas have been taken from the VOA website www.voa.gov.uk.

Description

The property is presently arranged to provide two ground floor shops (one with A2 use) and a large self-contained two bedroom flat above which is accessed from High Street at the front.

Planning

The Council has resolved to grant planning permission, subject to completion of a legal agreement, for conversion of the existing roof space to form a self-contained one bedroom flat (Ref: PLAN/2018/1371). Please refer to the Council's website or to the legal pack for further information (1).

For further information visit Woking Borough Council (01483 755 855) www.woking.gov.uk.

Energy Performance Certificate EPCs will be provided for each unit within the legal documentation.



131 Lyham Road, Brixton SW2 5PY

Freehold cleared site with planning permission* to build 4 contemporary family homes with balconies and gardens

Development opportunity

Full vacant possession

Location

Situated within a popular residential area at the junction with Ramillies Close. Public transport includes Clapham Common (underground-Northern Line) station. Shopping amenities are on Abbeville Road and Brixton Hill. Recreation facilities can be found at Windmill Gardens and Clapham Common.

Description

A broadly triangular parcel of cleared land with good access. Approximate site area 0.051 hectares (0.123 acres)

Planning

Planning permission was granted by the London Borough of Lambeth on the 12/09/2014 (Ref:13/05672/FUL) for the erection of 4 family houses to comprise the following

Unit 1 - Approximate gross internal area 128.66 sq m (1385 sq ft)

Unit 2 & 3 - Each with approximate gross internal area of 136 sq m (1464 sq ft)

Unit 4 - Approximate gross internal are 117.33 sq m (1263 sq ft)

Copies of the plans and planning permission are available from our website

It is considered that alternative schemes may be possible on the site. Interested parties must rely on their own enquiries in this regard to the London Borough of Lambeth planning department. Telephone 020 7926 1180

 $\label{Note} \textbf{Note} \ \ \textbf{``We are advised that the planning permission is still live as some initial works to the site have commenced, interested parties should refer to the legal pack for further information.$

Viewing telephone auctioneers 020 7703 4401





23

282 & 284 Chillingham Road, Newcastle upon Tyne, Tyne and Wear NE6 5LQ

Freehold terraced building arranged as a ground floor shop with a self-contained maisonette.

Investment

Location

Situated approximately 2 miles north east of Newcastle city centre within a busy mixed use parade of shops servicing a large residential catchment area. The property is located between Trewhitt Road and Cartington Terrace. Other nearby occupiers include Subway, Pizza Hut, Sainsbury, Tesco, Greggs, Lloyds TSB and Dominos Pizza as well as several other restaurants and local traders. Further trade may be gained from the high level of vehicular traffic and pedestrian footfall going to and from nearby Chillingham Road underground station.

Accommodation

Self-contained flat:

First floor: Four bedrooms, bathroom/wc.

Ground floor: Kitchen, reception/dining area.

Outside: Rear yard

Ground floor shop: Gross internal area approximately 37.8 sq m (407 sq ft)

Tenancy

The entire building is let on a 25 year lease from 23/03/2012 with a tenants break clause and rent review every fifth anniversary.

Total rent reserved £12,650 per annum

Energy Performance Certificate Available on our website

Joint Agents



Greig Cavey Commercial Simon Cavey Telephone: 01429 275 791





Lot 14

Bidding Closes 16/4/2019 - 11.52am

14 Western Street, Barnsley, South Yorkshire S70 2BP

Freehold three floor five bedroom terraced house

Full vacant possession

BY ORDER OF THE LPA RECEIVERS

Location

Situated close to Barnsley town centre between Huddersfield Road and Hopwood Street. Public transport includes Barnsley railway station. Shopping amenities at Church Street with further shopping available at nearby Barnsley town centre. Recreation facilities can be found at Wilthorpe Park.

Accommodation

Second floor: Two rooms

First floor: Three rooms, two separate shower rooms/wc

Ground floor: Two reception rooms, kitchen/dinner

Outside: Rear garden

The property benefits from central heating (not tested)

Viewing Telephone auctioneers 020 7703 4401







2A Amies Street, London SW11 2JL

Two bedroom flat

Share of freehold

Planning permission for an additional one bedroom flat

Would suit investors or owner occupiers

Full vacant possession

Location

The property is situated in a quiet residential street in the heart of Battersea. Numerous bus routes serve the area and Clapham Junction station is about 0.5 miles away. Nearby Lavender Hill provides extensive shopping facilities as well as numerous bars and restaurants.

Description

A spacious first floor two bedroom flat with access via a private staircase. The accommodation provides a spacious open plan and dual aspect reception and dining room incorporating a Shaker style kitchen. There are two double bedrooms and a shower room/WC.

Accommodation

Ground floor entrance hall

Two bedrooms

Reception/dining room

Shower room/WC

Total floor area of flat approximately 76.30 sq m (821 sq ft)

Planning

Planning permission is granted for the conversion of the loft space in to a separate self contained one bedroom flat (Planning reference: 2016/6276). Wandsworth Borough Council (020 8871 7620) www.wandsworth.gov.uk

Note The auctioneers have not measured the property. The floor areas have been provided by the vendor.









17 Robinson Road, Hackney E2 9LX

Freehold two floor terraced house

Full vacant possession

BY ORDER OF A HOUSING ASSOCIATION

Location

Situated within a sought after residential area. Public transport includes Cambridge Heath (railway) and Bethnell Green (underground, Central Line) Stations. Shopping amenities are on Cambridge Heath Road. Recreation facilites can be found at Victoria Park which is within 5 minutes walking distance.

Accommodation

First floor: Two bedrooms, bathroom/wc, shower room/wc Ground floor: Two reception rooms, kitchen/ breakfast room, cellar Outside: Rear garden

The property benefits from central heating and double glazing (not tested).

Viewing Please refer to our website for further information







38 Avarn Road, Tooting SW17 9HA

Long leasehold ground floor purpose built maisonette

Full vacant possession

Location

Situated just off Mitcham Road close to the junction with Bickersteth Road. Public transport includes Tooting Broadway underground station and Tooting railway station. Shopping amenities are at Mitcham Road and Tooting High Street. Recreation facilities can be found at Tooting Common.

Accommodation

Two bedrooms, reception room, kitchen, shower room, separate $\ensuremath{\mathsf{wc}}$

Outside: Private rear garden

Lease

Held on a lease for a term of 125 years from 25/12/2004 at a ground rent of to be advised.

Viewing Please refer to our website for further information. Please take particular care when viewing.









26 Southside Street, Plymouth, Devon PL1 2LD

Freehold terraced building arranged as a ground floor shop with 3 \times 1 bedroom apartments above.

Central/Tourist location close to the Harbour

Investment producing £29,200 per annum.

BY ORDER OF THE LPA RECEIVERS

Location

Situated within the popular Barbican area of Plymouth town centre between Vauxhall Street and The Barbican and a few metres from Sutton Harbour and Marina. This is a busy tourist area and boasts many shops, cafés, restaurants and bars. Other nearby occupiers include Subway, 42nd Street restaurant, Pasta Bar and a fudge shop plus the Navy Inn amongst many other local independent traders.

Accommodation/tenancies (Approximate dimensions)

Unit	Accommodation	Tenancy	Rent
Third floor flat	Reception room, bedroom, kitchen, shower room/wc Gross internal area approximately 41 sq m (441 sq ft)	Let on an assured shorthold tenancy for 12 months from 28/02/2019 at a rent of £450 per month	£5,400 pa
Second floor flat	Reception room, bedroom, kitchen, shower room/wc Gross internal area approximately 41 sq m (441 sq ft)	Let on an assured shorthold tenancy for 12 months from 01/03/2019 at a rent of £450 per month	£5,400pa
First floor flat	Reception room, bedroom, ensuite shower room, kitchen, Gross internal area approximately 40 sq m (431 sq ft)	Let on an assured shorthold tenancy for 12 months from 06/03/2019 at a rent of £450 per month	£5,400pa
Ground floor shop	Retail area, kitchen, staff toilets. Gross internal area approximately 39 sq m (420 sq ft)	Let to Ocean Publishing Prints Limited, trading as a gallery (now holding over) on a 5 year lease which commenced on 10/02/2014. The tenant has expressed an interest in signing a new 5 year lease, interested parties must rely on their own enquiries.	

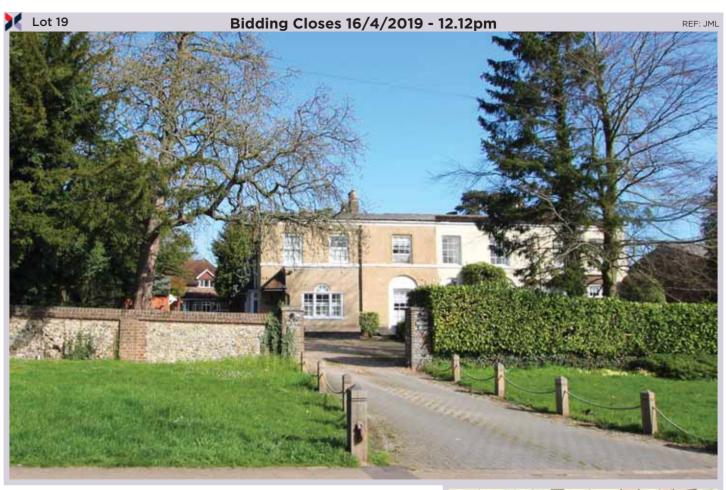
Viewing Telephone auctioneers 020 7703 4401











69B Langley Hill, Kings Langley, Hertfordshire WD4 9HQ

Substantial period building arranged as two large self-contained flats. Grade II Listed.

Approximate gross internal area 258 sq m (2,776 sq ft)

Investment

Location

Kings Langley is a popular village within the Hertfordshire commuter belt some 26 miles north of Central London and 6 miles north of Watford. Public transport includes Kings Langley railway station which provides a frequent service to London Euston with a journey time of approximately 30 minutes. There are numerous shops, restaurants and pubs available in the centre of the village. Rudolf Steiner School Kings Langley and Kings Langley Secondary School is close by. The property is situated in a sought after residential area approximately 0.3 miles to the west of the High Street.

Description

Formerly a semi-detached house it has since been converted to provide two large self-contained flats which share the driveway with parking for approximately 4 cars.

Unit	Floor	Accommodation	Tenancy	Rent per annum
Flat 2	First floor	Reception room, kitchen, master bedroom with en-suite bathroom, second bedroom, bathroom/wc. Approximate area 138.79 sq m (1,494 sq ft).	Let on an assured shorthold tenancy from 19/06/2019 (holding over) at a rent of £1,300 per month	£15,600
Flat 1	Ground floor	Reception room, open plan kitchen / dining room, two bedrooms, bathroom, wc, rear garden. Approximate area 119.14 sq ft (1,282 sq ft).	Let on an assured shorthold tenancy agreement from 01/11/2013 (holding over) at a rental of £925* per month.	£11,100 per annum

Total Rent Reserved equivalent to £26,700* per annum.

Note The conservation officer has detailed some minor works which are required to the building which appear to have been altered without listed building consent. Interested parties should refer to the legal pack for further information.

Note 1 *We are advised that the tenant of the ground floor flat is currently paying a concesionary rent of £800 per month.

Viewing Telephone auctioneers 020 7703 4401



3 Cross

Chenies



3 Hayloft, 17A Seely Road, Tooting SW17 9QP

Long leasehold ground floor self contained flat

Full vacant possession

Location

Situated in a gated development close to the junction with Mitcham Road. Public transport includes Tooting Broadway Underground station and Tooting railway station. Shopping amenities are at Mitcham Road. Recreation facilities can be found at Figges Marsh.

Accommodation

Two bedrooms, reception room/kitchen, bathroom/wc

Outside: Rear patio garden

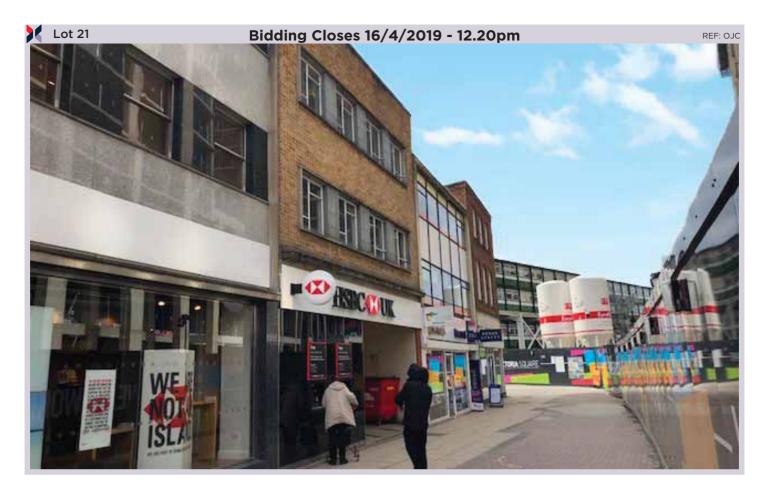
The property benefits from central heating, entry phone (neither tested) and double glazing $\,$

Lease

Held on a lease for a term of 99 years from 14/6/2006 at a ground rent of £500 per annum

Viewing Please refer to our website for further information





4A Commercial Way, Woking GU21 6ET

Prominent freehold bank investment

Entirely let to HSBC Bank Plc until 2020
Tenant in occupation for approximately 40 years
Potential residential conversion of the first and second floors (subject to consents)
Pedestrianised town centre position
Close to rail station
Current rent £42,750 per annum

In the same family ownership for over 40 years

Location

Woking is an affluent Surrey town situated in the London commuter belt midway between Weybridge and Guidford with a residential population of 85,000. The town benefits from a frequent rail service to London Waterloo (from 24 minutes) and has established itself as one of Surreys major commercial and retail centres which benefits from its proximity to the A3, M3 and M25. Woking is benefitting from significant town centre investment and regeneration, including the Victoria Square development.

The property is situated within the busy and pedestrianised town centre on the south side of Commercial Way, close to the entrance to Wolsey Way Shopping Centre and a short walk from the rail station. Nearby occupiers include Lloyds Bank, Boots the Chemist, Bill's, Carluccio's, WH Smith, Robert Dyas and Halifax.

Unit	Accommodation	Tenant	Tenancy	Rent Per Annum
4A Commercial Way	Ground 31.05 sq m (335 sq ft) First 55.74 sq m (600 sq ft)	HSBC Bank Plc (1)	10 years from 25/03/2010	£42,750
	Conond CO 70 on m (CEO on ft)			

(1) For the year ending 31/12/2017, HSBC Bank Plc reported a pre-tax profit of £2.37 billion and shareholders' funds of £44.049 billion (Source: Company Accounts). HSBC is one of the world's largest banks and financial services organisations. Further information can be found at www.hsbc.com.

Description

The property comprises a prominent three storey town centre building arranged as a ground floor banking hall with offices on the first and second floors that all interconnect with the adjoining building (No.6). The property is currently accessed via the adjoining building that is also occupied by HSBC and held on a coterminous lease.

There is an accessway from Commercial Way on the right hand side of the banking hall (ATMs) and beneath the first and second floors leading to a rear yard.

Planning

HSBC Bank Plc (formerly Midland Bank Plc) took occupation of the entire property on and around 1980. They were subsequently granted landlords consent to remove part of the ground floor banking hall to provide an accessway to the rear yard for the property. There was previously a formal right of way to the rear yard from 6 Commercial Way. The landlord and tenant agreed that for the calculation of the banking hall including for the purposes of any rent review the accessway area would be treated as office space (A2). For further information please see legal pack.

There is potential to convert the first and second floor offices to residential (two \times 2 bedroom flats), subject to possession and any planning consents. Indicative plans are available in the legal documentation for identification only.

For further information visit Woking Borough Council (01483 755 855) www.woking.gov.uk

Energy Performance Certificate Please refer to the legal documentation



2-8 Henwick Road, Worcester, Worcestershire WR2 5NR

Substantial freehold mixed use investment comprising seven flats, a gymnasium, two restaurant takeaway units, a motor repair workshop and warehousing.

Planning permission granted (subject to agreement of section 106) for 18 additional self-contained flats.

Part vacant investment

Location

Worcester is an affluent commuter town close to the Malvern Hills, Bristol is approximately 60 miles to the south and Birmingham 34 miles to the North. The property is situated in a prominent corner position at the junction with St Johns Road, just to the east of the city centre and within a predominantly residential area. Public transport includes Worcester Foregate Street railway station. The city centre provides many fashionable shops bars and restaurants and is within 10 minutes walking distance. Recreation facilities can be found at Cripplegate Park.

Planning

Planning permission has been granted (subject to the agreement of the section 106) by Worcester City Council (ref: P17K0096) for the conversion and extension of the rear building to provide 18 additional self contained flats, as follows:

- 7 x 1 bedroom flats
- 3 x Duplex studio flats
- 8 x Studio flats

Copies of the plans and planning permission are available from the auctioneers or viewed on our website.

Total Rent Reserved £95,949 per annum (with vacant possession of the gym and one flat)

Joint Agents



McDowalls 54/56 Barking Road E6 3BP

Telephone: 020 8471 4224











Unit	Accommodation	Tenancy	Rent
6 The Bullring	Ground floor restaurant takeaway. Approximate area 82.6 sq m (889 sq ft)	Let to Mosnul Haque on a 15 year lease from 24/04/2007	£11,000 per annum
8 The Bullring	Ground floor restaurant takeaway. Approximate area 86 sq m (935 sq ft)	Let to Papa Johns (GB) Ltd on a 15 year lease from 11/07/2013 with 5 yearly rent reviews	£12,500 per annum
4 Bush Walk	Lower ground floor former gymnasium. Approximate area 561 sq m (6,049 sq ft)	Vacant	NA
8 Henwick Road	Warehouse and offices over ground and first floors. Approximate area 494.9 sq m (5,328 sq ft)	Let to Kitchen World - holding over on a lease which commenced on 14/03/1992	£32,499 per annum
Bush walk motor services	Ground floor motor repair work shop. Approximate area 92.9 sq m(1,000 sq ft)	Let to Wayne Duggan on a 5 year lease from 02/05/2013 (holding over).	£6,950 per annum
Flat 1, 2a Henwick Road	Two bedrooms, reception room, kitchen, bathroom	Let on a 12 month assured shorthold tenancy from 11/11/2011 (holding over)	£6,240 per annum
Flat 2, 2a Henwick Road	Two bedrooms, reception room, kitchen, bathroom/wc	Let on a 6 month assured shorthold tenancy from 29/03/2017 (holding over)	£6,420 per annum
Flat 3, 2a Henwick Road	Reception room, bedroom, kitchen, bathroom/wc	Let on a 6 month assured shorthold tenancy from 07/08/2008 (holding over)	£5,040 per annum
Studio 1, 4 Henwick Road	Studio room / kitchen, bathroom/wc.	Let on a 6 month assured shorthold tenancy agreement from 28/04/2017 (holding over)	£5,160 per annum
Studio 2, 4 Henwick Road	Studio room / kitchen, bathroom/wc.	Let on a 6 month assured shorthold tenancy agreement from 18/05/2018	£4,740 per annum
Studio 3, 4 Henwick Road	Studio room / kitchen, bathroom/wc.	Vacant	NA
Studio 4, 4 Henwick Road	Studio room / kitchen, bathroom/wc.	Let on a 6 month assured shorthold tenancy agreement from 22/06/2017 (holding over)	£5,400 per annum





60 Princess Street, Barnsley S70 1PJ

Freehold four bedroom terraced house

Full vacant possession

BY ORDER OF THE LPA RECEIVERS

Location

Situated just off Pitt Street very close to Barnsley town centre. Public transport includes Barnsley railway station. Shopping amenities are at the nearby Ahambra Shopping Centre. Recreation facilities can be found at Locke Park.

Accommodation

Second floor: two rooms

First floor: two rooms

Ground floor: Reception room, kitchen/diner, cellar

Outside: Rear garden

The property benefits from central heating (not tested)

Viewing Telephone Auctioneers 020 7703 4401







Bidding Closes 16/4/2019 - 12.32pm

REF: JML

40A, Tennyson Road, Barnsley, South Yorkshire S71 2LP

Long leasehold first floor self-contained maisonette

Full vacant possession

BY ORDER OF THE LPA RECEIVERS

Location

Situated off Burton Road near to Rotherham Road in the quiet residential town of Monkbretton. Public transport includes Barnsley railway station. Shopping amenities are found locally with further retailers towards Barnsley town centre. Recreation facilities can be found at Dean Valley Country Park.

Accommodation

Not inspected by Bidx1, understood to comprise: Three bedrooms, reception room, kitchen, bathroom/wc

Lease

Held on a lease for a term of 999 years from 14/07/2005 at a ground rent to be advised

Viewing Telephone auctioneers 020 7703 4401





48A, Tennyson Road, Barnsley, South Yorkshire S71 2LP

Long leasehold first floor self-contained maisonette

Full vacant possession

BY ORDER OF THE LPA RECEIVERS

Location

Situated off Burton Road near to Rotherham Road in the quiet residential town of Monkbretton. Public transport includes Barnsley railway station. Shopping amenities are found locally with further retailers towards Barnsley town centre. Recreation facilities can be found at Dean Valley Country Park.

Accommodation

Not inspected by Bidx1, understood to comprise: Three bedrooms, reception room kitchen bathroom/wc

Lease

Held on a lease for a term of 999 years from 14/07/2005 at a ground rent to be advised

Viewing Telephone auctioneers 020 7703 4401





Lot 26

Bidding Closes 16/4/2019 - 12.40pm

REF: JF

Apartment 44 St. James Court West, Accrington BB5 1NA

Long leasehold fourth floor purpose built flat with allocated parking space

Investment

Location

Situated in a popular residential area a short distance from Accrington town centre. Public transport includes Accrington Railway station. Shopping amenities are at Eagle Street. Recreation facilities can be found at Bullough Park.

Accommodation

Reception room/kitchen, bedroom, bathroom/wc

The property benefits from central heating and an entry phone (neither tested) and double glazing.

Tenancy

Held on a 12 month assured shorthold tenancy from 3/1/2019 at a rent of £450 per calendar month

Total rent reserved £5,400 per annum

Held on a lease for a term of 125 years from 1/1/2015 at a ground rent of £250 per annum

Viewing Telephone auctioneers 020 7703 4401







bidx1.com



72 Clavering Road, Blaydon-on-Tyne, Tyne and Wear NE21 5HH

Freehold mixed use investment arranged as a convenience store, cafe and first floor flat.

Investment (part regulated)

Location

Situated approximately 6 miles west from Gateshead town centre within an established and high density residential area. The property is located opposite to Content Street, other nearby occupiers include a cafe, together with several other local traders. Public transport includes Blaydon railway station.

Accommodation/tenancies (Approximate dimensions)

Unit	Accommodation	Tenancy	Rent
First floor flat	4 rooms, kitchen, bathroom/wc	Let on a regulated tenancy at a registered rent of £73 per week, effective from 16/08/2018	£3,796 per annum
Ground floor shop	Retail area, internal storage, garage. Gross internal area approximately 217 sq m (2,335 sq ft)	Let to an individual t/a Best-one on a 20 year lease from 21/08/2009 at a rent of £15,700 per annum with rent reviews every 5 years.	£15,700 per annum
Ground floor cafe-Unit 1& 2	Retail area, staff room. Gross internal area approximately 48.75 sq m (525 sq ft)	Let to an individual on a 3 year lease from 26/05/2018 at a rent of £4,500 per annum	£4,500 per annum

The properties have not been internally inspected by BidX1. The areas provided are from the valuation office agency. Interested parties must rely on their own enquiries in this regard.

Total Rent Reserved £23,996 per annum

Joint Agents



Greig Cavey Commercial
Simon Cavey Telephone: 01429 275 791





27 High Street, Walton on the Naze, Essex CO14 8BW

Freehold former car garage with planning permission for redevelopment to provide 10 apartments with associated parking

Full vacant possession

Location

Situated on the corner with Churchfield Road close to the junction with Kirby Road. Public transport includes Walton-on-the-Naze Railway stations. Shopping amenities are at High Street with further retail opportunities towards Walton-on-the-Naze Beach. Recreation facilities can be found at Walton-on-the-Naze Beach and Frinton Park.

Planning

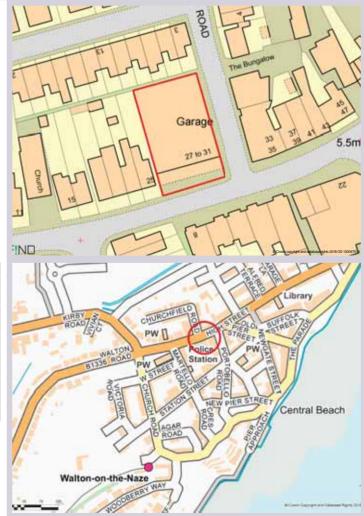
Planning permission has been granted for the demolition of the existing commercial building and the construction of 10 x two bedroom apartments with associated parking.

Accommodation

Unit	Floor	Accommodation
Flat 1	Ground	Two bedrooms, reception room/kitchen, bathroom/wc, patio garden
Flat 2	Ground	Two bedrooms, reception room/kitchen, bathroom/wc, patio garden
Flat 3	First	Two bedrooms, reception room/kitchen, bathroom/wc, balcony
Flat 4	First	Two bedrooms, reception room/kitchen, bathroom/wc, balcony
Flat 5	Second	Two bedrooms, reception room/kitchen, bathroom/wc, balcony
Flat 6	Second	Two bedrooms, reception room/kitchen, bathroom/wc, balcony
Flat 7	Ground	Two bedrooms, reception room/kitchen, bathroom/wc, patio garden
Flat 8	First	Two bedrooms, reception room/kitchen, bathroom/wc, balcony
Flat 9	First	Two bedrooms, reception room/kitchen, bathroom/wc, patio garden
Flat 10	First	Two bedrooms, reception room/kitchen, bathroom/wc, patio garden

Note Copies of the plans and planning permission are available from the website.

Viewing Telephone auctioneers 020 7703 4401



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77 Smyrks Road, Walworth SE17 2QP

Freehold three bedroom terraced house

Full vacant possession

BY ORDER OF A HOUSING ASSOCIATION

Location

Situated off Bagshot Street. Public transport includes Elephant and Castle (underground-Bakerloo and Northern line) and railway station. Shopping amenities are on the Old Kent Road. Recreation facilities can be found at Burgess Park.

Accommodation

First floor : Three bedrooms, bathroom/wc

Ground floor: Through reception room, kitchen/breakfast room

Outside: Rear garden

The property benefits from central heating (not tested)

Viewing Please refer to our website for further information



l Lot 30

Bidding Closes 16/4/2019 - 12.56pm

Passageway at the rear of 57 - 63 Lower Richmond Road, Putney SW15 1DG

Freehold passageway site of approximately 125.49 sq.m (1,350 sq.ft)

Full vacant possession

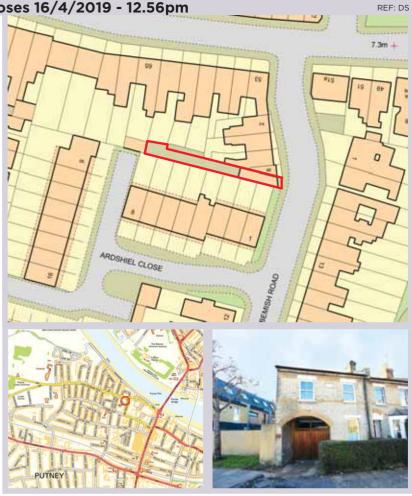
Location

Situated off Lower Richmond Road via Bemish Road with access adjacent to number 8. Public transport includes Putney railway station. Shopping amenities are at Putney High Street and the Putney Exchange Shopping Centre. Recreation facilities can be found at Wandsworth Park.

Description

A gated passageway of approximately 125.49 sq.m (1,350 sq.ft) with direct vehicular access adjacent to number 8 Bemish Road.

Viewing Please refer to our website for further information





Bidding Closes 16/4/2019 - 1.00pm

204 London Road, Hackbridge, Surrey SM6 7EA

Freehold site with planning permission for a three bedroom terraced house

Development opportunity

Full vacant possession

Location

Situated on London Road between the junctions of Wandle Road and Park Road. Public transport includes Hackbridge railway station. Shopping amenities are at London Road. Recreation facilities can be found at Beddington Park and The Grange.

Planning permission was granted by Sutton Council on the 11/9/2018(Ref: DM2018/00463) for the demolition of the existing building and the erection of a three bedroom terraced house to comprise:

First floor: Three bedrooms, bathroom/wc

Ground floor: Reception room, dining room, kitchen, separate wc

Outside: Front and rear gardens

Copies of the plans and planning permission are available for inspection from the auctioneers.

Viewing Open site



Top floor flat 7 Laurel Grove, Penge SE20 8QJ

Leasehold one bedroom second floor self-contained flat

Full vacant possession

BY ORDER OF THE ADMINISTRATORS

Location

Situated within a popular location between Oakfield Road and Maple Road. Public transport includes Penge West and Anerley railway stations. Shopping amenities are at High Street. Recreation facilities can be found at Penge Recreation Ground and nearby Crystal Palace Park

Accommodation

Reception room, bedroom, kitchen, bathroom/wc

The property benefits from an entry phone and central heating (not tested)

Lease

Held on a lease for a term of 99 years from 25/12/1988 at a ground rent of £100 per annum

Viewing Please refer to our website for further information







Bidding Closes 16/4/2019 - 1.08pm

34 Farrar Street, Barnsley, South Yorkshire S70 6BT

Freehold three bedroom terraced house

Full vacant possession

BY ORDER OF THE LPA RECEIVERS

Location

Situated in a central location within an established residential area close to the junction with Stanhope Street. Public transport includes Barnsley railway station. Shopping amenities are at Doncaster Road with further shopping available at nearby Barnsley town centre. Recreation facilities can be found at Penny Pie Park.

Accommodation

Second floor: Bedroom

First floor: Two bedrooms, bathroom/wc

Ground floor: Two reception rooms, kitchen, cellar

Outside: Rear garden

The property benefits from central heating (not tested)

Viewing Telephone auctioneers 020 7703 4401





36A, Tennyson Road, Barnsley, South Yorkshire S71 2LP

Long leasehold first floor self-contained maisonette

Full vacant possession

BY ORDER OF THE LPA RECEIVERS

Location

Situated off Burton Road near to Rotherham Road in the quiet residential town of Monkbretton. Public transport includes Barnsley railway station. Shopping amenities are found locally with further retailers towards Barnsley town centre. Recreation facilities can be found at Dean Valley Country Park.

Accommodation

Three bedrooms, reception room, kitchen, bathroom/wc

Lease

Held on a lease for a term of 999 years from 14/07/2005 at a ground rent to be advised

Viewing Telephone auctioneers 020 7703 4401







Bidding Closes 26/2/2019 - 1.16pm

Wincott Street, Kennington SE11 4NR Substantial leasehold garage space in a secured

Garage 62 Vanbrugh Court,

Full vacant possession

underground parking facility

Location

Situated between Kennington Park Road and Kennington Road. Public transport includes Kennington underground station which offers quick journeys into Central London and The City.

Accommodation

An open garage space of approximately 30.4 sq.m (328 sq.ft).

Lease

Held on a lease for a term of 99 years from 25/3/1977 at a ground rent of £50 per annum

Note It is understood that you may be able to enclose the garage space with a garage door subject to the necessary consents. Prospective purchasers should rely on their own enquiries.

Viewing Telephone auctioneers 020 7703 4401



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303-307 Barnsley Road, Cudworth, Barnsley, South Yorkshire S72 8SY

Substantial freehold semi-detached building arranged as two ground floor shops and a ground floor studio flat with residential upper parts arranged as six letting rooms.

Full vacant possession

BY ORDER OF LPA RECEIVERS

Location

Situated in the village of Cudworth approximately 4 miles north east of Barnsley town centre. The property is located within a mixed use parade of shops close to the junction with Road Tree Avenue. Other nearby traders include Aldi supermarket, Coral bookmakers as well as several other local traders. Public transport includes Barnsley railway station. Recreation facilities can be found at Cudworth Welfare Park

Accommodation

First floor: 6 letting rooms (not inspected by BidX. interested parties should refer to the legal pack for further information)

Ground floor shop no 303: Gross internal area approximately 55.5 sq m (598 sq ft) and basement Ground floor shop no 305: Gross internal area approximately 22.8 sq m (245 sq ft) and basement Ground floor shop no 307: Gross internal area approximately 27.3 sq m (293 sq ft)

Ground floor flat rear of no 305: Studio room, kitchen, bathroom/wc $\,$

Note: BidX1 were not able to gain full access to the property. Interested parties should rely on their own enquiries in this regard

Viewing Telephone auctioneers 020 7703 4401









13-14 High Green, Gainford, Darlington, County Durham DL2 3DL

Freehold three floor double fronted terrace building arranged as a ground floor shop with three self-contained flats. Two flats and shop let/one flat vacant.

Investment

Location

Gainford is a picturesque village approximately 8 miles west of Darlington town centre and benefits from easy access via the A1 and A67. The property is located within a mainly residential terrace between Tees View and Piggy Lane and overlooks green open spaces. Shopping amenities are on North Terrace. Recreation facilities can be found in the surrounding countryside.

Accommodation/tenancies

Unit	Floor	Accommodation	Tenancy	Rent per annum
13b	Second	Two bedrooms, reception room, kitchen, bathroom/wc, study	Vacant	na
13a	First	Two bedrooms, reception room, kitchen, bathroom/wc	Let on an assured shorthold tenancy for 6 months from 21/05/2014 at a rent of £350 per calendar month (holding over)	
13	Ground	Lounge, dining room, bedroom, kitchen, bathroom/wc	Let on a regulated tenancy at a registered rent of £325 per calendar month effective from 31/07/2014	£3,900
14	Ground	Retail area, internal storage, external storage, Gross internal area approximately 49 sq m (527 sq ft)	Let to an individual t/a Angel Hair Design on a 5 year lease from 01/09/2015 at a rent of £4,250 per annum	£4,250





Total Rent Reserved £12,350 per annum with vacant possession of one flat

Energy Performance Certificate available on our website

Joint Agents



Greig Cavey Commercial Simon Cavey Telephone: 01429 275 791

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Glendale House Washington Centre, Washington, Tyne and Wear NE38 7ST

Freehold detached building arranged as 29 x 1 bedroom flats

Part vacant investment

Location

Washington is a new town situated approximately 7 miles west of the City of Sunderland. The building is located within the town centre close to Galleries Shopping Centre adjacent to The Galleries roundabout on the A182 duel carriageway. Public transport includes The Galleries bus station with regular services to local areas including Sunderland and Gateshead. Shopping amenities are at the Galleries shopping centre. Recreation facilities can be found at The Princess Anne Park.

Accommodation

(Approximate Dimensions)

 29×1 bedroom apartments arranged over four floors. Each flat comprises as follows: Open plan kitchen / dining room, bedroom, bathroom/wc.

Lower ground floor: 113.4 sq m (1,220 sq ft)

Ground floor: 91.0 sq m (980 sq ft) Second floor: 190.9 sq m (2,055 sq ft) Third floor: 303.0 sq m (3,261 sq ft)

Gross internal area approximately 698.3 sq m (7,516 sq ft)

There are 13 car parking spaces.

Tenancy

19 of the 29 units are currently let on individual assured shorthold tenancy agreements at a total rent of £103,000 per annum. Interested parties should refer to the legal pack for further information

Total Rent Reserved £103,000 per annum with vacant possession of 10 flats.

Note The entire block is currently let by way of a management agreement to Coast and West which will be surrendered on completion

We are advised that if the flats were offered privately the annual rent fully let could be in the region of £143,000 per annum, interested parties must rely on their own enquiries in this regard.







59 Highclere Street, Sydenham SE26 4EX

Freehold 2 bedroom terraced house

Full vacant possession

Location

Situated with a popular residential location between Burghill Road and Sydenham Road. Public transport includes Sydenham & Lower Sydenham railway stations. Shopping amenities are at Sydenham Road. Recreation facilities can be found at Mayow Park.

Accommodation

First floor: Two bedrooms, bathroom/wc

Ground floor: Reception room, kitchen, utility rooms

Outside: Rear garden

Viewing Please refer to our website for further information





Bidding Closes 16/4/2019 - 1.36pm

REE: DS

Flat 33, 130 Brighton Road, Purley, Surrey CR8 4EX

Long leasehold second floor self-contained flat within the grade II listed former Old Town Hall

Investment producing £12,000 per annum

Location

Situated opposite the junction of Old Lodge Lane. Public transport includes Reedham railway station. Shopping amenities are at Brighton Road. Recreation facilities can be found locally.

Accommodation

Two rooms, kitchen, bathroom/wc

Tenancy

Let on an assured shorthold tenancy expiring 1/6/2019 at a rent of £1,000 per month

Total rent reserved equivalent to £12,000 per annum

Lease

Held on a lease for a term of 125 years from 1/1/2017 at a ground rent of £300 per annum





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Ground floor, 38 High Street, Addlestone, Surrey KT15 1TR

Long leasehold corner retail unit Newly refurbished shop of about 35.11 sq m (378 sq ft) Includes WC and kitchenette Suit investor or owner occupier Vacant possession

Leasehold for a term of 999 years from completion at a nominal ground rent.

Location

Addlestone is a town in Surrey within the M25 about 18 miles south west of London. Addlestone is also the home in part of the St Georges College, Weybridge. The property is located on the High Street (A318), near junction 11 of the M25. Nearby Addlestone railway station is on the Chertsey Branch Line. The property is located west of the town centre on the east side of the High Street, near its junction with Ecton Road next to Central Court in a mixed use area.

Description

The ground floor only of a two storey, end of terrace building providing a newly refurbished retail until totalling about 35.11 sq m (378 sq ft). The refurbishment works include a new wood floor and a new double glazed shop front. There is also a WC and small kitchenette area to the rear. The shop may suit a change of Use Class to A2 -professional services (subject to obtaining necessary consents).

Accommodation

Unit	Floor	Accommodation
38 High Street	Ground - Retail unit, WC, Kitchenette	35.11 sq m (378 sq ft)
TOTAL		35.11 sq m (378 sq ft)

Planning

Runnymede Borough Council (01932 838386) www.runnymede.gov.uk. The unit could be used as a shop or A2 professional services, subject to obtaining the necessary consents.

Energy Performance Certificate Rating 83 Band D





4 Hatfield Close, Barnsley, South Yorkshire S71 1RF

Freehold two floor, four bedroom end of terrace house

Investment

BY ORDER OF THE LPA RECEIVERS

Location

Situated approximately two miles north of central Barnsley within an established residential area. The property is located in a cul-de-sac between Murdoch Place and Kirkstall Road. Public transport includes Barnsley railway station. Shopping amenities are at Wakefield Road. Recreation facilities can be found at Barnsley municipal golf course.

Accommodation

The property has not been internally inspected by BidX1. It is believed to comprise the following:

First floor: Four bedrooms, bathroom/wc

Ground floor: Reception room, kitchen

Outside: Rear garden

Interested parties should refer to the legal pack for further information

Tenancy

The property is subject to an unknown tenancy. Interested parties should refer to the legal pack for further information

Viewing Please telephone auctioneers 020 7703 4401





Bidding Closes 16/4/2019 - 1.48pm

REF: MA

5 Basi Terrace 221 Consort Road, Peckham SE15 3SB

Freehold two bedroom split level maisonette

Full vacant possession

Location

Situated within a popular residential location close to the junction with Nunhead Lane. Public transport includes Nunhead and Peckham Rye railway stations. There are numerous shops, bars and restaurants close by on Nunhead Lane. Recreation facilities can be found at Peckham Rye Park.

Accommodation

First floor: Two bedrooms, bathroom/wc

Ground floor: Open plan kitchen/reception room, separate wc Gross internal area approximately 58.21 sq m (627 sq ft)

Note The property has been designed to a high standard and includes under floor heating, a bespoke fitted kitchen and the latest technology. The property also benefits from a 30% betterment on the thermal values than standard building regulations giving excellent efficiently as well as being economical to run.

Viewing Please refer to our website for further information.



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ARE YOU THINKING OF SELLING YOUR PROPERTY?

Contact our experienced auctions teams to discuss your requirements on **020 7703 4401** or at **info@uk.bidx1.com**.







44 Rufford Road, Liverpool, Merseyside L6 3BE

Freehold terraced house arranged as 3 x 1 bedroom self-contained flats

Full vacant possession

Location

Situated between Radstock Road and Prescot Road. Public transport includes Edge Hill railway station. Shopping amenities are at Prescot Road. Recreation facilities can be found at Wavertree Botanic Gardens.

Accommodation

First floor

Flat 3: Reception room, bedroom, kitchen, bathroom

 ${\bf Flat~2:}~{\bf Reception~room,~bedroom,~kitchen,~bathroom$

Ground floor

 $\textbf{Flat 1:} \ \textbf{Reception room, dining room, bedroom, kitchen, bathroom}$

Outside: Front and rear garden

Viewing Please refer to our website for further information



49

320 Doncaster Road, Barnsley, South Yorkshire S70 3QY

Freehold terraced house arranged as 3 letting rooms

Part vacant possession

BY ORDER OF THE LPA RECEIVERS

Location

Situated between St Joseph's Gardens and Vaal Street approximately 1 mile south east from Barnsley town centre within an established residential location. Public transport includes Barnsley railway station. Local shopping amenities are at Doncaster Road with wider facilities available at Alhambra Shopping Centre. Recreation facilities can be found at Birk Avenue Park,

Accommodation

The property has not been internally inspected by BidX1. Interested parties should refer to the legal pack for further information, It is believed to comprise 3 letting rooms over two floors.

Tenancy

It is understood one of the rooms is subject to an unknown tenancy. Interested parties should refer to the legal pack for further information

Viewing Telephone auctioneers 020 7703 4401







Bidding Closes 16/4/2019 - 2.00pm

221 Sheffield Road, Barnsley, South Yorkshire S70 4DE

Freehold semi-detached house arranged as 8 letting rooms.

Full vacant possession

BY ORDER OF THE LPA RECEIVERS

Location

Situated close to Barnsley town centre between Park Road and Mount Vernon Road. Public transport includes Barnsley railway station. Local shopping amenities are at Sheffield Road with wider facilities at the nearby Alhambra Shopping Centre.

Accommodation

The property has not been internally inspected by BidX1. It is believed to comprise 8 letting rooms over three floors. Please refer to the legal pack for further information

Outside: Front and rear garden

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37 Bonnyton Lane, Hamilton, Lanarkshire ML3 8DU

Feuhold purpose built second floor self-contained flat Investment

BY ORDER OF THE LPA RECEIVERS

Location

Hamilton is a town in South Lanarkshire situated approximately 12 miles south east of Glasgow and 35 miles south west of Edinburgh. The property is situated off Swisscot Avenue within an established residential area. Public transport includes Hamilton Central railway station which provides a direct link to Glasgow Central with a journey time of approximately 25 minutes. Local shopping amenities are on Swisscot Avenue. Recreation facilities can be found at Meikle Earnock

Accommodation

Two bedrooms, open plan kitchen / reception room, bathroom/wc. The property benefits from gas central heating, double glazing and an entryphone system.

Tenancy

Let on a rolling tenancy agreement commencing 14/05/2013 at a rental of £400 per month.

Total rent reserved £4,800 per annum.

Viewing Telephone auctioneers







Bidding Closes 16/4/2019 - 2.08pm

16 Claggan Road, Sixmilecross, Omagh, County Tyrone BT79 9NS

Freehold parcel of agricultural land of approximately 1.33 ha (3.3 acres)

Full vacant possession

Location

Located in a rural location between Ballintrain Road and Drumlester Road. Similecross lies approximately 2.3 miles south west and Carrickmore approximately 2.3 miles to the north east.

Description

An irregular parcel of agricultural land of approximately 1.33 ha (3.3 acres) open grazing land with a frontage to Claggan Road.

Viewing Open Site





20, 20A, 20B, 22, 24 Carlisle Street, Goole, East Riding of Yorkshire DN14 5DU

Freehold two terraced building arranged as a ground floor shop together with 4 residential units.

Part vacant possession

BY ORDER OF THE JOINT ADMINISTRATORS

Location

Situated within central Goole between Burlington Crescent and Victoria Street. There are numerous local traders close by on Boothferry Road as well as Goole Market Hall. Further trade may be gained from the high level of vehicular traffic and pedestrian footfall going to and from nearby Goole railway station. Recreation facilities can be found at West Park.

Unit	Accommodation	Tenancy	Rent
20A	First floor two bedroom flat	Vacant	n/a
20B	First floor two bedroom flat	Vacant	n/a
20	Ground floor shop	Let on a tenancy t/a D & LS Barber Shop	£4,159.92
22	Ground floor residential unit	Let on a tenancy	£3,900
24	Ground floor residential unit	Vacant	n/a

Total rent reserved £8,059.92 p.a. with vacant possession of three residential units

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THINKING OF SELLING?

Contact a member of our auctions team for the best advice on the strategy for your sale.

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Digital Property Auctions





Common auction conditions (edition 3)

(reproduced with the consent of the RICS) and additions and amendments thereto

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.

A1 - GLOSSARY

This glossary applies to the auction conduct conditions and the sale conditions. Wherever it makes sense:

- · singular words can be read as plurals, and plurals as singular words;
- a "person" includes a corporate body;
- · words of one gender include the other genders
- references to legislation are to that legislation as it may have been modified or re-enacted by the date of the auction or the contract date (as applicable); and
- · where the following words printed in bold black type appear in red 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

- the date specified in the special conditions; or 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 auctioneer

Arrears of rent and other sums due under the tenancies and still outstanding on the actual

Arrears schedule

The arrears schedule (if any) forming part of the special conditions.

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.

The person who agrees to buy the <mark>lot</mark> 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.

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 t 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.

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.

A charge to secure a loan or other financial indebtness(not including a rentcharge).

General conditions

That part of the sale conditions so headed, including any extra general conditions.

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.)

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)

Arrears due under any of the tenancies that are not "new tenancies" as defined by the Landlord and Tenant (Covenants) Act 1995.

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).

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 es 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.

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 includes a conveyance or assignment (and "to transfer" includes "to convey" or "to assign")

TUPF

The Transfer of Undertakings (Protection of Employment) Regulations 2006.

Value Added Tax or other tax of a similar nature.

VAT option

An option to tax

We (and us and our)

You (and your)

Someone who has a copy of the catalogue or who attends or bids at the auction, whether or not a buyer

A2 - AMENDMENTS AND ADDITIONS TO GLOSSARY

An administration fee of £1,000 (inclusive of VAT) is required for all properties you wish to bid on. This must be paid in advance of the Online Auction date by credit card, debit card or bank transfer. Please note that one administration fee is required for each property you wish to bid on. If you have not made the successful bid in relation to a property, your administration fee (relating to that property) will be refunded.

N.B. - Your Administration Fee will immediately become non-refundable if you make the successful bid in relation to a property.

Addendum

An amendment or addition to the conditions or to the particulars or to both whether contained in a supplement to the catalogue or a notice from the auctioneers on the lot page of the

Auction conduct conditions

The conditions so headed, including any amendments and additions to the auction conduct conditions.

Auction/Online Auction

The auction for each lot advertised in the lot details which will take place online via the

Auctioneers

The auctioneer will be BidX1, a trading name of BidX1 (UK) Limited of Da Vinci House, Basing View, Basingstoke, Hampshire, RG21 4EQ, United Kingdom.

A person who has registered on the website and bids for a lot.

Bidding for the Property will close at the designated closing time, unless a valid bid is made within the final 60 seconds of the designated closing time. The designated closing time is the initial closing time for the property and can be seen on the property details page on our website. If a valid bid is made within the final 60 seconds of the designated closing time an additional 60 seconds will be added to the designated closing time for that property. This is known as an extension. In relation to all valid bids made within 60 seconds of the designated closing time the clock will time out to zero before the 60 second extension is added. If a valid bid is made during a further extension for that property the clock will immediately reset to 60 seconds. There is no limit to the number of possible extensions. Bidding will close when no further valid bids are made within the final 60 seconds of the final closing time

A bidder security is required for all properties you wish to bid on. This must be paid in advance of the Online Auction date by credit card, debit card or bank transfer. Please note that one bidder security is required per property you wish to bid on. If you make the successful bid in relation to a property your bidder security will be used as a partial payment towards the contractual deposit due. If you have not made the successful bid in relation to a property, your bidder security will be refunded to you.

N.B. - Your bidder security will immediately become non-refundable if you make the successful bid in relation to a property.

This refers to the person or entity who has made the successful bid (as defined below) in relation to a 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.

The deposit is the sum you must pay to the Seller upon acceptance by the auctioneer of your bid as a guarantee that you will proceed to completion of the purchase. If completion takes place without dispute, the deposit so paid becomes part payment of the purchase price.

A deposit taken as agent for the Seller effectively belongs to the Seller as soon as it is paid and will be released to him, net of auctioneer fees, after the auction without further reference to you. You may have a right to recover it from the Seller if the Seller fails to complete. A deposit taken by the auctioneers as stakeholder will be held in the auctioneers client account until completion, or until it is sent to the Sellers Conveyancer, whichever is the earlier. The auctioneers are entitled to keep interest (if any) earned on the deposit during the time it is held by them. Your bidder security will be used as a partial payment toward the applicable deposit. Successful bidders must pay the balance of the 10% deposit of the total purchase price (if applicable) to BidX1 within two business days of the Lot closing by bank transfer only.

Designated Closing Time

This is the initial closing time for the Online Auction for the property and can be seen on the relevant Lot Details page on our website.

An extension occurs when a valid bid is made within the final 60 seconds of the designated closing time. If such a valid bid is made an additional 60 seconds will be added to the designated closing time for that property. The clock will time out to zero before the 60 second extension is added.

Further Extension

If a valid bid is made during an extension for that property the clock will immediately reset to 60 seconds. There is no limit to the number of possible further extensions

General conditions

That part of the sale conditions so headed, including any amendments and additions to the

Instant Bid

A bid placed instantly by a bidder.

Lot/Property

Each separate property described in the lot details (as defined below) or (as the case may be) the property that the seller has agreed to sell and the buyer to buy (including chattels, if any).

Lot Details/Catalogue
The online sales particulars, text, hypertext links and associated imagery present upon the website, which shall also be construed as the catalogue in any of these bid conditions, to which the conditions refer including any supplement to it.

This is a maximum bid placed by you for a Lot at the Online Auction. If your Max Bid is below the Reserve Price a bid will automatically be placed for your Max Bid amount, assuming no counter bids have already been placed for an amount greater than or equal to your Max Bid. If your Max Bid is equal to the Reserve Price a bid will automatically be placed for your Max Bid amount, i.e. the Reserve Price, assuming no counter bids have already been placed for an amount greater than or equal to your Max Bid. If your Max Bid is greater than the Reserve Price a bid will automatically be placed for you at the Reserve Price, assuming no counter bids have already been placed for an amount greater than or equal to the Reserve Price. If such a counter bid has been placed, the system will bid for you in the applicable bidding increment amount until a bid exceeds your Max Bid amount.

Misrepresentations

The buyer accepts that no information, statement, description, quantity or measurement contained in any advertisements or given orally or contained in any brochure, catalogue, letter, report, docket or hand out issued by or on behalf of the Seller or any agent acting on behalf of the Seller in respect of the Property (whether or not in the course of any representation or negotiations leading to the Online Auction date) shall constitute a representation inducing the buyer to bid on the Online Auction date or a condition or warranty forming part of the Conditions. Any information, statement, description, quantity or measurements so given or contained in any such advertisement, brochure, catalogue, letter, report or hand out issued by or on behalf of the Seller or any agent on its behalf are for illustration purposes only and are not to be taken as matters of fact and that any mistake, omission, inaccuracy or mis-description given orally or in the form of any advertisement, brochure, catalogue, letter, report or hand out issued by or on behalf of the Seller or any of its agents (whether or not in the course of any representation or negotiations leading to the Online Auction date) shall not give rise to any right of action, claim, entitlement or compensation against or from the Seller or any of its agents under this agreement or otherwise or any right of residue of termination. For the avoidance of doubt, the parties acknowledge that any previous agreement which may have been entered into by the Seller and the buyer relating to the Property is rescinded. Any statement, representation or warranty whatsoever made by the Seller, agent or employees during the course of negotiations leading to the sale which are not contained and set forth in the Conditions are hereby treated as having been withdrawn and will have no force or effect at law whatsoever.

Money Laundering Regulations
This refers to the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 as may be amended.

Participation Fee

The participation fee is comprised of the bidder security and administration fee and must be paid by you in advance of the date of the Auction. The minimum participation fee which must be paid is £4,500. The participation fee may be higher depending on the reserve price of the Lot you are interested in bidding on. A separate participation fee is required for each Lot you wish to bid on. If you make the successful bid in relation to a Lot your participation fee will immediately become non-refundable. If you do not make the successful bid in relation to a Lot your participation fee shall be refunded within 10 business days of the Auction.

Plans and Photographs

The plans and photographs shown on the website are included in order to assist you in locating the Lot in question. They are not necessarily drawn to scale and any arrows or outlines on plans or photographs are merely to assist you in finding the Lot, not for the purpose of indicating legal boundaries. The Auctioneers cannot guarantee that any plans or photographs show the up-to-date position with regard to occupiers either for the Lot or for any other properties shown in such plans or photographs.

Rents and information relating to tenants
Estimates or suggestions given by the Auctioneers as to current or future rental values affecting any Lot or as to the current or future open market rental value of the whole or any part of the Lot must not be treated as valuations but only as estimates. You should consult your own professional advisers to establish whether such estimates or suggestions are accurate

The auctioneers have not carried out valuations of any of the Lots in the auction. Consequently, you should not treat any reserve price that is published in respect of a Lot nor any estimate or suggestion as to the price for which a Lot may be sold or price that you might consider bidding for a Lot as being a valuation for that Lot. It is your responsibility to decide how much you should bid for any Lot.

The reserve price is the lowest price that the Seller is prepared to accept for the property. If the bidding does not reach the reserve price the Seller is not required to sell the property. The reserve price itself will not be disclosed.

The general conditions (including any amendments and additions to the general conditions) as varied by any special conditions or addendum.

Successful Bid

A successful bid is one where the bidding period closes and the buyer's bid is (by operation of the website) accepted by BidX1 on behalf of the Seller (subject to and in accordance with the auction conduct conditions) as being the highest valid bid for the relevant property at that time which has met or exceeded the reserve price.

Valid Bid

A bid recorded and accepted by the system prior to the closing time for a Lot.

Website

The website of the auctioneers, www.bidx1.com

Someone who has a copy of the catalogue or who views the website where the auction takes place or who is a bidder at the auction, whether or not a buyer





B1 - AUCTION CONDUCT CONDITIONS

Introduction

A1.1 Words in red type have special meanings, which are defined in the Glossary.

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

As agents for each seller we have authority to:

- prepare the catalogue from information supplied by or on behalf of each seller; offer each lot for sale;
- sell each lot;
- (c) receive and hold deposits;
 - sign each sale memorandum; and
- 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.
- Our decision on the conduct of the auction is final.
- 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
- 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. A2.4

A3. Bidding and reserve prices

- All bids are to be made in pounds sterling exclusive of any applicable VAT. A3.1
- A3.2
- A3.3
- We may refuse to accept a bid. We do not have to explain why.

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

 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.
- Where there is a reserve price the seller may bid (or ask us or another agent to bid A3.5 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.

 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 A3.6 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.

The particulars and other information

- 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.
- 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.

 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
- 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

- 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.
- ou are obliged to buy the lot on the terms of the sale memorandum at the price you bid plus VAT (if applicable).
 You must before leaving the auction:
- A5.3
 - 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); sign the completed sale memorandum; and

 - pay the deposit.
- A5.4
- ou do not we may either: 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
 - sign the sale memorandum on your behalf.
- A5.5 The deposit:
 - 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 ale 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.

 We may retain the sale memorandum signed by or on behalf of the seller until the
- A5.7
- deposit has been received in cleared funds.

 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.

Extra Auction Conduct Conditions

Despite any special condition to the contrary the minimum deposit we accept is 10% of the total purchase price, or £4,500, whichever is the higher. A special condition may, however, require a higher minimum deposit.

B2 - AMENDMENTS AND ADDITIONS TO AUCTION CONDUCT CONDITIONS

A2. Our Role

- As agents for each Seller we have authority to:
- (d) receive and hold the bidder security and deposit as agent for the Seller; You acknowledge that BidX1 will use reasonable endeavours to provide Online Auction facilities. In the event of an issue arising with the Online Auction, which materially affects the viability of the process, BidX1 reserve the right to, but for the avoidance of doubt are not obliged to, suspend or cancel the Online Auction. BidX1 further reserve the right to declare all results of the Online Auction as being null and void without any liability attaching to BidX1 whether under this agreement, at common law or otherwise A non-exhaustive list of potential issues which may occur (at your end or otherwise) include failures with internet connectivity, servers or software. If feasible in the circumstances, BidX1 will use all reasonable endeavours to restart the Online Auction as soon as possible. Please note that, in all such situations, the Auctioneer's decision is final.
- In the event that You experience connectivity issues (examples of which shall include intermittent losses or complete failures of internet connectivity) during the bidding process You accept that no liability for such issues attach to BidX1 or the Seller. Further, in such circumstances, You accept that You shall have no recourse against BidX1 or the Seller for any special, indirect, consequential, or incidental loss, including loss of profits, revenue or goodwill attributable thereto whether arising in contract, tort, by operation of law, or otherwise, even if BidX1 or the Seller has been placed on
- notice of the possibility of such damages.

 To the fullest extent permitted by applicable law, BidX1 shall not be liable to You for any special, indirect, consequential, or incidental loss, including loss of profits, revenue or goodwill, arising from, or attributable to, this Agreement and/or our performance hereunder, whether arising in contract, tort, by operation of law, or otherwise, even if BidX1 has been placed on notice of the possibility of such damages

Bidding and reserve prices

- 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. A bid, even if it is the highest valid bid for a Lot, will
- A3.7
- will be withdrawn from the auction. A bid, even if it is the highest valid bid for a Lot, will not be successful if the reserve price has not been met.

 YOU must when registering for the auction and before you can bid:

 (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);

 authorise us to sign on your behalf a legally binding sale memorandum in relation to the property you bid on if you make the successful bid;

 (c) pauths participation fee which you accept agree and understand will immediately.

 - pay the participation fee which you accept, agree and understand will immediately become non-refundable if you make the successful bid.
- You accept, agree and understand that you will be responsible, in your own name and not simply as agent for a third party buyer, for ensuring compliance with all obligations in this online auction terms and conditions document relating to use of this website and/or participation as a bidder in any online auction. You must ensure that you have all necessary authority to act on behalf of, and contractually bind and commit, the relevant buyer to all obligations set out or referred to in this online auction terms and conditions document which expressly or by implication apply to intending buyers. If for any reason the person identified by you as being the buyer fails to comply with any obligations which expressly or by implication apply to buyers (including any situation in which the buyer disputes your authority to act and/or contract on its behalf for these purposes), you will be responsible to us for any loss we or any seller suffers as a result of that failure. This includes any failure to comply with obligations relating to the purchase of any property for which you successfully bid via an auction.

- The particulars and other information 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. We strongly recommend that you appoint professional advisers, including independent legal advisers, and arrange for them to consider and advise you on all aspects of your intended purchase. All offers you make should be based solely on your independent due diligence. It will be assumed that you have read and considered all relevant documents for the Property you are interested in on or before the date of the auction, that you have shown them to your professional advisers and have taken their professional advice before bidding.
 - The buyer accepts that no information, statement, description, quantity or measurement contained in any advertisements or given orally or contained in any brochure, catalogue, letter, report, docket or hand out issued by or on behalf of the seller or any agent acting on behalf of the seller in respect of the Property (whether or not in the course of any representation or negotiations leading to the auction date) shall constitute a representation inducing the buyer to bid on the auction date or a condition or warranty forming part of the conditions. Any information, statement, description, quantity or measurements so given or contained in any such advertisement, brochure, catalogue, letter, report or hand out issued by or on behalf of the seller or any agent on its behalf are for illustration purposes only and are not to be taken as matters of fact and that any mistake, omission, inaccuracy or mis-description given orally or in the form of any advertisement, brochure, catalogue, letter, report or hand out issued by or on behalf of the seller or any of its agents (whether or not in the course of any representation or negotiations leading to the auction date) shall not give rise to any right of action, claim, entitlement or compensation against or from the seller or any of its agents under this agreement or otherwise or any right of residue of termination. For the avoidance of doubt, the parties acknowledge that any previous agreement which may have been entered into by the seller and the buyer relating to the Property is rescinded. Any statement, representation or warranty whatsoever made by the seller, agent or employees during the course of negotiations leading to the sale which are not contained and set forth in the conditions are hereby treated as having been withdrawn and will have no force or effect at law whatsoever

The contract

A5.1 A successful bid is one we accept as such. This CONDITION A5 applies to you if you make the successful bid for a Lot. A successful bid is made where the bidding period closes and the buyer's bid is (by operation of the website) accepted by BidX1 on behalf of the Seller (subject to and in accordance with these auction conduct conditions) as being the highest valid bid for the property at that time which has met or exceeded the reserve price.

A5.3 to A5.8 of the CAC's are replaced with the following conditions in their place:
A5.3 If you make the successful bid, you will become legally bound by the Conditions applicable to a Lot from the moment that you are successful, i.e. at the time the bidding period closes and your bid is (by operation of the website) accepted by the auctioneers on behalf of the seller as being the highest valid bid for the relevant Lot at that time which has met or exceeded the reserve price. A bid, even if it is the highest valid bid for a Lot, will not be successful if the reserve price has not been met.

If you are successful, and in accordance with the authority you provided on registration, BidX1 will sign a legally binding sale memorandum of the property on your behalf.

A5.5 You accept, agree and understand that your participation fee (comprised of the (a) bidder security and administration fee) will immediately become non-refundable if you make the successful bid, i.e. when the bidding period closes and your bid is (by operation of the website) accepted by the auctioneers on behalf of the seller as being the highest valid bid for the relevant Lot at that time which has met or exceeded the reserve price.

Your bidder security shall be used to make a partial payment towards the contractual deposit due.

The administration fee shall be paid to the Auctioneers

A56 You must, if successful, pay the balance of the 10% deposit (if applicable) within two business days of the Lot closing to BidX1. This can be paid by Electronic Funds Transfer (EFT) or by bank transfer.

A5.7 The deposit

is to be held as Agent for the seller unless the special conditions state otherwise; (a)

(b) must be paid in pounds sterling by Electronic Funds Transfer or by bankers' transfer made payable to us.

We may retain the sale memorandum signed by or on behalf of the seller until the deposit has been received in cleared funds. A5.8

If you do not comply with the provisions of A5.6 above we as agent for the seller reserve the right to, but for the avoidance of doubt are not obliged to:
(a) 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
A5.10 BidX1 must comply with the Money Laundering Regulations for all bidders, buyers
(and fund providers where applicable) who participate in the auction. If you make the successful bid in relation to a Lot you must provide BidX1 with all required documentation to enable us to comply with the Money Laundering Regulations. If you make the successful bid in relation to a Lot, and do not comply with the Money Laundering Regulation requirements of BidX1 within 1 week of the date of the auction, you will forfeit your participation fee and we as agents for the seller may treat such failure as your repudiation of the contract and offer the Lot for sale again. In addition,

the Seller may have a claim against you for breach of contract.

If the buyer does not comply with its obligations under the contract for sale then:

- You are personally liable to buy the Lot even if you are acting as an agent; and You must indemnify the seller in respect of any loss the seller incurs as a result of
- the buyer's default.
- Where the buyer is a company you warrant that the buyer is properly constituted and able to buy the Lot. Where the buyer is a company and enters into liquidation, and the liquidator disclaims

the contract, and if after that the seller gives not less than 14 days' notice requiring the guarantor to complete the purchase and pay any sums due under the contract, then you will comply with the requisition

Extra Auction Conduct Conditions

Despite any special condition to the contrary the minimum deposit we accept is 10% of the total purchase price, or £4,500, whichever is the higher. A special condition may, however, require a higher minimum deposit.

C1 - GENERAL CONDITIONS

Words in red type have special meanings, which are defined in the Glossary.

The general conditions (including any extra general conditions) apply to the contract except to the extent that they are varied by special conditions or by an addendum.

G1.1 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 lot is sold subject to any tenancies disclosed by the special conditions, but G1.2 otherwise with vacant possession on completion

The lot is sold subject to all matters contained or referred to in the documents G1.3 but excluding any financial charges: these the seller must discharge on or before

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 docur

- matters registered or capable of registration as local land charges; matters registered or capable of registration by any competent authority or under the provisions of any statute;
- notices, orders, demands, proposals and requirements of any competent (c) authority;
- charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health; rights, easements, quasi-easements, and wayleaves;

outgoings and other liabilities;

- any interest which overrides, within the meaning of the Land Registration Act (g)
- 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

- G1.5
- (i) anything the seller does not and could not reasonably know about.

 Where anything subject to which the lot is sold would expose the seller to liability the buger is to comply with it and indemnify the seller against that liability. 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. G1.6

G17

The lot does not include any tenant's or trade fixtures or fittings.

Where chattels are included in the lot the buyer takes them as they are at completion G1.8 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
- the physical condition of the lot and what could reasonably be discovered on inspection of it, whether or not the buyer has inspected it. (b)
- 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

ne 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
- 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
- is to be held as stakeholder unless the auction conduct conditions provide that it is to be held as agent for the seller. 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
- 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.
- Interest earned on the deposit belongs to the seller unless the sale conditions provide

Between contract and completion

Unless the special conditions state otherwise, the seller is to insure the lot from and including the contract date to completion and: produce to the buyer on request all relevant insurance details;

- pay the premiums when due; 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; 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;
- 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 (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.

 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.
 Section 47 of the Law of Property Act 1925 does not apply.
- Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion.





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.

 If any of the documents is not made available before the auction the following
- - 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
 - 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.
 - 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;

 - 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
 - (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
- 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
 - 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.
- The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract
- 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.

 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.

- - 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 the seller must approve or revise the draft transfer within five business days of
 - receiving it from the buyer
- 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 G5.2 against that liability.
- G5.3 The seller cannot be required to transfer the lot to anyone other than the buyer, or by
- 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.
- The amount payable on completion is the balance of the price adjusted to take account of apportionments plus (if applicable) VAT and interest. G6 2
- 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.
- 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. G6.4
- 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 G6.5 had taken place on the next <mark>business day</mark>.
- G6.6 Where applicable the contract remains in force following completion

G7. G7.1 Notice to complete

- 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. The person giving the notice must be ready to complete.
- G72
- 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;

 - claim the deposit and any interest on it if held by a stakeholder;
 - forfeit the deposit and any interest on it;
 - resell the lot; and
 - claim damages from the buyer.
- If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has:
 - terminate the contract; and
 - recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.

- 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 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 67.3.

Landlord's licence

- G9.1 Where the lot is or includes leasehold land and licence to assign is required this condition G9 applies.
- G92 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 nuarantee appropriate specific transitions.
 - enter into any authorised guarantee agreement properly required.
- G9.5
 - (a) promptly provide references and other relevant information; and
- (a) promptly provide references and other relevant information; and (b) comply with the landlord's lawful requirements.

 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 69.

Interest and apportionments

- 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
- 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

 - 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 which event income and outgoings are to be apportioned on the date from which
- interest becomes payable by the buyer. Apportionments are to be calculated on the basis that:
 - the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
 - 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 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
- 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. G11.2
- Parts 2 and 3 of this condition G11 do not apply to arrears of current rent

Part 2

- Buyer to pay for arrears
 Part 2 of this condition G11 applies where the special conditions give details of arrears.
- 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. If those arrears are not old arrears the seller is to assign to the buyer all rights that the eller 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.

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;
- 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);
- 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;
- 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; 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 arrear
- 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
- 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.

Management

- This condition G12 applies where the lot is sold subject to tenancies.

 The seller is to manage the lot in accordance with its standard management policies G12.2
- pending completion.

 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 enancy; 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 avoid that liability;
 - 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
 - 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.

Rent deposits

- 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.

 If the rent deposit is not assignable the seller must on completion hold the rent deposit on trust for the buyer and, subject to the terms of the rent deposit deed, comply at the
- cost of the buyer with the buyer's lawful instructions.

 G13.3 Otherwise the seller must on completion pay and assign its interest in the rent deposit
 - to the buyer under an assignment in which the buyer covenants with the seller to:
 (a) observe and perform the seller's covenants and conditions in the rent deposit deed and indemnify the seller in respect of any breach;
 - give notice of assignment to the tenant; and
 - give such direct covenant to the tenant as may be required by the rent deposit

- 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.
- 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

Transfer as a going concern

- 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
 - this condition G15 applies.

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 buuer confirms that:

- it is registered for VAT, either in the buyer's name or as a member of a VAT group; 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;
- article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not applu to it: and
- it is not buying the lot as a nominee for another person.
- The buyer is to give to the seller as early as possible before the agreed completion date evidence.

 - of the buyer's VAT registration; that the buyer has made a VAT option; and 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 collect the rents payable under the tenancies and charge VAT on them
- If, after completion, it is found that the sale of the lot is not a transfer of a going concern then:
 - 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; the buyer must within five business days of receipt of the VAT invoice pay to the (a)

 - 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.

Capital allowances

- G16.1 This condition G16 applies where the special conditions state that there are capital allowances available in respect of the lot.
- 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.

 The value to be attributed to those items on which capital allowances may be claimed
- G16.3 is set out in the <mark>special conditions</mark>.
- 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
 - 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
 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. 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

- This condition G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.

 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

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
- The practitioner has been duly appointed and is empowered to sell the lo
- 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.
- The lot is sold:

 - (a) in its condition at completion; (b) for such title as the seller may have; and
 - 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.
- - (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
- (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 <u>seller</u> must notify the <u>buyer</u> of those employees whose contracts of employment will transfer to the <u>buyer</u> on <u>completion</u> (the "Transferring Employees"). This notification must be given to the buyer not less than 14 days before completion
 - The buyer confirms that it will comply with its obligations under TUPE and any
 - special conditions in respect of the Transferring Employees.

 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.
 The buyer is to keep the seller indemnified against all liability for the Transferring Employees after completion.

Environmental

- **G21**. G21.1 This condition G21 only applies where the special conditions so provide.
- The seller has made available such reports as the seller has the environmental condition of the $\frac{1}{100}$ 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
- G21.3 The buyer agrees to indemnify the seller in respect of all liability for or resulting from the environmental condition of the lot.

Service Charge

- 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. service charge expenditure attributable to each tenancy;
 - payments on account of service charge received from each tenant; any amounts due from a tenant that have not been received;

 - 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:
 - 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;
 - 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:
 - the seller must pay it (including any interest earned on it) to the buyer on completion; and
 - 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.

Rent reviews

- This condition G23 applies where the lot is sold subject to a tenancy under which G23.1 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 arre
- G23.8 The seller and the buyer are to bear their own costs in relation to rent review negotiations and proceedings.

G24.

- Tenancy renewals
 This condition G24 applies where the tenant under a tenancy has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- Where practicable, without exposing the seller to liability or penalty, the seller must not without the written consent of the buyer (which the buyer must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any
- G24.3 If the seller receives a notice the seller must send a copy to the buyer within five business days and act as the buyer reasonably directs in relation to it.
- G24.4 Following completion the buyer must:
 (a) with the co-operation of the seller take immediate steps to substitute itself as a party to any proceedings;
 - use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the tenancy and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
 - if any increased rent is recovered from the tenant (whether as interim rent or under the renewed tenancy) account to the seller for the part of that increase that relates to the seller's period of ownership of the lot within five business days of receipt of cleared funds.
- G24.5 The seller and the buyer are to bear their own costs in relation to the renewal of the enancy and any proceedings relating to this.

- Available warranties are listed in the special conditions. Where a warranty is assignable the seller must:
- - (a) on completion assign it to the buyer and give notice of assignment to the person
 - who gave the warranty; and apply for (and the seller and the buyer must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by completion the warranty must be assigned within five business days after the consent has been obtained.
- G25.3 If a warranty is not assignable the seller must after completion:

 (a) hold the warranty on trust for the buyer; and

 (b) at the buyer's cost comply with such of the lawful instructions of the buyer in relation to the warranty as do not place the seller in breach of its terms or expose the seller to any liability or penalty.

No assignment
The buyer must not assign, mortgage or otherwise transfer or part with the whole or any part of the buyer's interest under this contract.

- Registration at the Land Registry
 This condition G27.1 applies where the lot is leasehold and its sale either triggers first registration or is a registrable disposition. The buyer must at its own expense and as
 - procure that it becomes registered at Land Registry as proprietor of the lot; procure that all rights granted and reserved by the lease under which the lot is

 - held are properly noted against the affected titles; and provide the seller with an official copy of the register relating to such lease showing itself registered as proprietor.
- G27.2 This condition G27.2 applies where the lot comprises part of a registered title. The buyer must at its own expense and as soon as practicable:
 (a) apply for registration of the transfer;

 - provide the seller with an official copy and title plan for the buyer's new title; and join in any representations the seller may properly make to Land Registry relating

Notices and other communications

- All communications, including notices, must be in writing. Communication to or by the $\,$ seller or the buyer may be given to or by their conveyancers. G28.2 A communication may be relied on if:
- - delivered by hand; or
 - (b) made electronically and personally acknowledged (automatic acknowledgement
 - there is proof that it was sent to the address of the person to whom it is to be given (as specified in the sale memorandum) by a postal service that offers normally to deliver mail the next following business day.
- G28.3 A communication is to be treated as received:
 (a) when delivered, if delivered by hand; or

 - (b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a business day a communication is to be treated as received on the next business day
- A communication sent by a postal service that offers normally to deliver mail the next following business day will be treated as received on the second business day after it has been posted.

Contracts (Rights of Third Parties) Act 1999

No one is intended to have any benefit under the contract pursuant to the Contract (Rights of Third Parties) Act 1999.



C2 - AMENDMENTS AND ADDITIONS TO GENERAL CONDITIONS

- (b) shall be deemed to be deleted and shall be replaced by the following:"The deposit shall be paid to and held by the Auctioneer as agent for the Seller unless the auction conduct conditions provide that it is to be held as stakeholder."
 (a) the words "of cleared funds" are to be inserted after the words "direct transfer"
- G10.1: The following wording is to be added "In addition, the Seller shall be entitled to receive income in respect of the Lot during any period of delay in completion up to the actual completion date.

Release of Seller from Covenants in Lease

- With regard to the Landlord & Tenant (Covenants) Act 1995 ("the 1995 Act"):
 - (a) The seller may within the period commencing on the date of the sale memorandum up to completion serve notice on any tenant of the lot in accordance with the 1995 Act requesting a complete release of the seller from
 - future liability under the lessor covenants contained in any relevant tenancies If the seller serves any such notice the seller shall use reasonable endeavours to obtain such a release without being obliged to apply to the Court for a declaration and the buyer agrees promptly to supply at the buyer's cost such information as the seller reasonably requires to satisfy the tenant under any relevant tenancy or the Court that it is reasonable to grant the release requested. In the event of the seller failing to obtain such release from the said covenants
 - by completion or not serving any such notice then, in the transfer, the buyer shall covenant with the seller:
 - To serve notice in writing on the seller on completion or within 5 business days after completion of the transfer of the lot or any part of it by the buyer to any transferee of the buyer
 - Until such time (if ever) that the seller is released from the lessor's covenants in any relevant tenancy, the buyer will obtain a covenant from its transferee in favour of the seller in identical form (mutatis mutandis) to this clause and the parties will apply to the Chief Land Registrar to enter in the Proprietorship Register of the title of the property transferred a restriction preventing the registration of any further transfer of the property except under an Order of the Registrar unless the application is accompanied by a certificate by the solicitors of the registered proprietor stating either that the provisions of this clause have been performed or that the seller has been fully released from future liability under the covenants contained in any relevant tenancy.

Sale bu private treatu

The Seller reserves the right (and the Auctioneers shall be entitled to exercise that right on behalf of the Seller) to sell the whole or any part of the Lot by private treaty before the auction.

- G32. Fixtures fittings service media and installationsG32.1 The Seller makes no representations in relation to the ownership of fixtures, fittings, electrical, wiring and fittings, gas fittings and installations or central heating installation or any pipes or any sanitary or other fittings or any fixtures of a type normally described as landlord's fixtures. The Buyer shall satisfy himself in relation to the ownership of them and whether or not they or any of them are subject to any conditional or deferred sale or any hire or hire purchase agreements and the sale is subject to the rights of any person in or to them.
- G32.2 Neither the Seller nor the Auctioneer accepts any liability in respect of payments which may be outstanding in respect of those fixtures, fittings and installations or any of them or any other responsibility whatsoever regarding them.
- G32.3 Where the Seller is a party to any conditional or deferred sale or hire or hire purchase agreement as referred to above the Buyer shall keep the Seller fully and effectively indemnified from and against all costs, claims, demands, damages and losses and any other expenses arising from any breach, non-observance or non-performance of the contract (whether or not resulting from the sale to the Buyer).

The buyer accepts that no information, statement, description, quantity or measurement contained in any advertisements or given orally or contained in any brochure, catalogue, letter, report, docket or hand out issued by or on behalf of the seller or any agent acting on behalf of the seller in respect of the Property (whether or not in the course of any representation or negotiations leading to the auction date) shall constitute a representation inducing the buyer to bid on the auction date or a condition or warranty forming part of the conditions. Any information, statement, description, quantity or measurements so given or contained in any such advertisement, brochure, catalogue, letter, report or hand out issued by or on behalf of the seller or any agent on its behalf are for illustration purposes only and are not to be taken as matters of fact and that any mistake, omission, inaccuracy or mis-description given orally or in the form of any advertisement, brochure, catalogue, letter, report or hand out issued by or on behalf of the seller or any of its agents (whether or not in the course of any representation or negotiations leading to the auction date) shall not give rise to any right of action, claim, entitlement or compensation against or from the seller or any of its agents under this agreement or otherwise or any right of residue of

For the avoidance of doubt, the parties acknowledge that any previous agreement which may have been entered into by the seller and the buyer relating to the Property

Any statement, representation or warranty whatsoever made by the seller, agent or employees during the course of negotiations leading to the sale which are not contained and set forth in the conditions are hereby treated as having been withdrawn and will have no force or effect at law whatsoever



April auction - Guide prices

PLEASE NOTE BIDDER PRE-REGISTRATION SEE PAGE 8 OF THE CATALOGUE

Digital auction Tuesday 16th April 2019

Guide Prices: are issued without responsibility and as a general indication of the current level of the vendor's intentions as to the reserve price, which is the seller's minimum acceptable price at auction the figure below which the auctioneer cannot sell. The sale price whether prior to or at the auction can be above or below the guide price depending upon market activity.

NOTE: Guide Prices can vary up to and including the day of the sale. Updates are available on line at bidx1.com

Lot	Address	Guide/floor price	Lot	Address	Guide/floor price
~	82 Grecian Crescent, Crystal Palace, SE19 3HH	£350,000+	16	17 Robinson Road, Hackney, E2 9LX	+000'059 3
N	Young Farmers Club Hut, Reigate Road, Ewell, Surrey, KT17 3DH	£45,000+	17	38 Avarn Road, Tooting, SW17 9HA	£380,000+
က	1 & 1a Heyford Road, Mitcham, Surrey, CR4 3EW	£38,000+	18	26 Southside Street, Plymouth, PL12LD	£325,000+
4	29 Elmcourt Road, West Norwood, SE27 9BX	Sold Prior	19	69b Langley Hill, Kings Langley, Hertfordshire, WD4 9HQ	£625,000+
2	20 Flimwell Close, Bromley, Kent, BR1 4NB	£245,000+	20	Flat 3 The Haylofts, 17a Seely Road, Tooting, SW17 9QP	£270,000+
9	36 Waldegrave Road, Hornsey, N8 0QA	£490,000+	2	4a Commercial Way, Woking, Surrey, GU21 6ET	£600,000+
7	Yew Tree Cottage, Barnsley Road, Silkstone, Barnsley, S75 4NG	£165,000+	22	2-8 Henwick Road, St. John's, Worcester, WR2 5NR	£1,500,000+
_∞	4 Clifton Avenue, Darlington, County Durham, DL1 5EE	£80,000+	23	60 Princess Street, Barnsley, S70 1PJ	£30,000+
თ	Development Site Forge Lane, Dewsbury, West Yorkshire, WF12 9EN	£1,900,000+	24	40a Tennyson Road, Monk Bretton, Barnsley, S71 2LP	£16,000+
10	First and Second Floor Maisonette, 47 Hambalt Road, Clapham, SW4 9EQ	£535,000+	25	48a Tennyson Road, Monk Bretton, Barnsley, S71 2LP	£16,000+
7	25 High Street, Woking, Surrey, GU21 6BW	£600,000+	26	44 Waterside, St. James Court, West Accrington, BB5 1NA	£48,000+
72	131 Lyham Road, Brixton, SW2 5PY	£1,400,000+	27	72 Clavering Road, Blaydon-on-Tyne, Tyne & Wear, NE21 5HH	£205,000+
13	282 & 284 Chillingham Road, Newcastle Upon Tyne, NE6 5LQ	£145,000+	58	27 High Street, Walton on the Naze, Essex, CO14 8BW	£490,000+
4	14 Western Street, Barnsley, S70 2BP	£95,000+	59	77 Smyrks Road, Walworth, SE17 2QP	£480,000+
र्घ	2a Amies Street, Battersea, SW112JL	£560,000+	30	Passageway at the rear of 57-63 Lower Richmond Road, Putney, SW15 1DG	£5,000+



Guide prices continued

Lot	Address	Guide/floor price	Lot	Address
31	204 London Road, Hackbridge, Surrey, SM6 7EA	£170,000+	41	Ground Floor, 38 High Street, Addle
32	Top Floor Flat 7, Laurel Grove, Penge, SE20 8QJ	£190,000+	42	4 Hatfield Close, Bamsley, S711RF
33	34 Farrar Street, Barnsley, S70 6BT	£55,000+	43	5 Basi Terrace, 221 Consort Road, F
34	36a, Tennyson Road, Monk Bretton, Barnsley, S71 2LP	£14,000+	44	44 Rufford Road, Liverpool, Mersey
35	Garage 62 Vanbrugh Court, Wincott Street, Kennington, SE11 4NR	£28,000+	45	320 Doncaster Road, Barnsley, S70
36	303-307, Barnsley Road, Cudworth, Barnsley, S72 8SY	£85,000+	46	221 Sheffield Road, Barnsley, S70
37	13-14 High Green, Gainford, County Durham, DL2 3DL	£145,000+	47	37 Bonnyton Lane, Hamilton, Scotk
38	Glendale House, Galleries Quadrant, Washington, Tyne and Wear, NE38 7ST	£785,000+	48	16 Claggan Road, Sixmilecross, Om
39	59 Highclere Street, Sydenham, SE26 4EX	£365,000+	49	20, 20A, 20B, 22, 24 Carlisle Stree
40	Flat 33, 130 Brighton Road, Purley, Surrey, CR8 4EX	£190,000+		

ress	Guide/floor price	Lot	Address	Guide/floor price
ł London Road, Hackbridge, Surrey, SM6 7EA	£170,000+	41	Ground Floor, 38 High Street, Addlestone, Surrey, KT15 1TR	£55,000+
Floor Flat 7, Laurel Grove, Penge, SE20 8QJ	£190,000+	42	4 Hatfield Close, Bamsley, S71 1RF	£60,000+
-arrar Street, Bamsley, S70 6BT	£55,000+	43	5 Basi Terrace, 221 Consort Road, Peckham, SE15 3SB	£480,000
, Tennyson Road, Monk Bretton, Barnsley, S71 2LP	£14,000+	44	44 Rufford Road, Liverpool, Merseyside, L6 3BE	£70,000
age 62 Vanbrugh Court, Wincott Street, Kennington, SE11 4NR	£28,000+	45	320 Doncaster Road, Barnsley, S70 3QY	£41,000+
3-307, Barnsley Road, Cudworth, Barnsley, S72 8SY	£85,000+	46	221 Sheffield Road, Barnsley, S70 4DE	£80,000+
14 High Green, Gainford, County Durham, DL2 3DL	£145,000+	47	37 Bonnyton Lane, Hamilton, Scotland, ML3 8DU	£37,000+
ndale House, Galleries Quadrant, Washington, Tyne and Wear, NE38 7ST	£785,000+	48	16 Claggan Road, Sixmilecross, Omagh, BT79 9NS	£10,000
Highclere Street, Sydenham, SE26 4EX	£365,000+	49	20, 20A, 20B, 22, 24 Carlisle Street, Goole, Doncaster, DN14 0BA	Offers Invited
33, 130 Brighton Road, Purley, Surrey, CR8 4EX	£190,000+			





April auction - Viewing times and dates

Notes: Where times are specified our staff will attend to open up the premises at these times. There is no need to register, just turn up for the viewing. Keys will not be released to individuals. 2. SPECIAL NOTICE: Some of these properties are generally in poor condition, some with missing floorboards, falling ceilings, and other defects. Fittings and fixtures might be broken or missing and there might be an accumulation of furniture, personal effects and rubbish in the premises. Purchasers take the properties "as is" at the time of completion Viewing is at your own risk and you are advised to bring a torch and be very careful. The auctioneers take no responsibility for any accidents, losses or damages. 3. Whilst our viewing agents make every effort to keep to the scheduled times, circumstances may lead to a delay and accordingly we ask prospective buyers to be tolerant in such situations.

Code	<u></u> 5 2	Code Lot Address	Tues 2nd April	Weds 3rd April	Thurs 4th April	Fri 5th April	Mon 8th April	Tues 9th April	Wed 10th April	Wed 10th Thurs 11th Fri 12th April April April	Fri 12th April
MG	~	82 Grecian Crescent, Crystal Palace, SE19 3HH		12noon		12noon	12noon		12noon		12noon
ı	4	29 Elmcourt Road, West Norwood, SE27 9BX		Sold Prior		Sold Prior		Sold Prior		Sold Prior	
MG	2	20 Flimwell Close, Bromley, Kent, BR1 4NB		9:30am		9:30am	9:30am		9:30am		9:30am
⋖	9	36 Waldegrave Road, Hornsey, N8 OQA		3:00pm		10:30am	10:30am		3:00pm		10:30am
0	∞	4 Clifton Avenue, Darlington, County Durham, DL1 SEE				Phone Au	Phone Auctioneers 020 7703 4401	7703 4401			
0	10	First and Second Floor Maisonette, 47 Hambalt Road, Clapham, SW4 9EQ				Phone Au	Phone Auctioneers 020 7703 4401	7703 4401			
00	7	25 High Street, Woking, Surrey, GU21 6BW				Phone Au	Phone Auctioneers 020 7703 4401	7703 4401			
0	72	131 Lyham Road, Brixton, SW2 5PY				Phone Au	Phone Auctioneers 020 7703 4401	7703 4401			
0	73	282 & 284 Chillingham Road, Newcastle Upon Tyne, NE6 SLQ				Phone Au	Phone Auctioneers 020 7703 4401	7703 4401			
VIEW	4	14 Western Street, Barnsley, S70 2BP			11:15am			11:15am			11:15am
MG	15	2a Amies Street, Battersea, SW11 2JL		2:45pm		2:45pm	2:45pm		2:45pm		2:45pm
0	16	17 Robinson Road, Hackney, E2 9LX				Phone Au	Phone Auctioneers 020 7703 4401	7703 4401			
MG	17	38 Avarn Road, Tooting, SW17 9HA		1:45pm		1:45pm	1:45pm		1:45pm		1:45pm
0	18	26 Southside Street, Plymouth, PL12LD				Phone Au	Phone Auctioneers 020 7703 4401	7703 4401			
0	9	69b Langley Hill, Kings Langley, Hertfordshire, WD4 9HQ				Phone Au	Phone Auctioneers 020 7703 4401	7703 4401			
MG	20	3 The Haylofts, 17a Seely Road, Tooting SW17 9QP		1:00pm		1:00pm	1:00pm		1:00pm		1:00pm
00	7	4a Commercial Way, Woking, Surrey, GU21 6ET				Phone Au	Phone Auctioneers 020 7703 4401	7703 4401			
0	22	2-8 Henwick Road, St. John's, Worcester, WR2 5NR				Phone Au	Phone Auctioneers 020 7703 4401	7703 4401			
VIEW	23	60 Princess Street, Barnsley, S70 1PJ			12:45pm			12:45pm			12:45pm
0	24	40a Tennyson Road, Monk Bretton, Barnsley, S712LP				Phone Au	Phone Auctioneers 020 7703 4401	7703 4401			
0	25	48a Tennyson Road, Monk Bretton, Barnsley, S712LP				Phone Au	Phone Auctioneers 020 7703 4401	7703 4401			

Viewing times and dates continued

e Code	₹ 2	Code Lot Address	Tues V 2nd April 3	Weds 3rd April	Thurs 4th April	Fri 5th April	Mon 8th April	Tues 9th April	Wed 10th April	Wed 10th Thurs 11th Fri 12th April April April	Fri 12th April
0	56	Apartment 44 St. James Court, West Acrington, BB5 1NA				Phone Au	Phone Auctioneers 020 7703 4401	7703 4401			
0	27	72 Clavering Road, Blaydon-on-Tyne, Tyne & Wear, NE21 5HH				Phone Au	Phone Auctioneers 020 7703 4401	7703 4401			
0	28	27 High Street, Walton on the Naze, Essex, CO14 8BW				Phone Au	Phone Auctioneers 020 7703 4401	7703 4401			
MG	59	77 Smyrks Road, Walworth, SE17 2QP	8	3:45pm		3:45pm	3:45pm		3:45pm		3:45pm
0	30	Passageway at the rear of 57-63 Lower Richmond Road, Putney, SW15 1DG				Phone Au	Phone Auctioneers 020 7703 4401	7703 4401			
MG	32	Top Floor Flat 7 Laurel Grove, Penge, SE20 8QJ		11:00am		11:00am	11:00am		11:00am		11:00am
VIEW	33	34 Farrar Street, Barnsley, S70 6BT			12noon			12noon			12noon
VIEW	34	36a, Tennyson Road, Monk Bretton, Barnsley, S71 2LP			10:30am			10:30am			10:30am
0	35	Garage 62 Vanbrugh Court, Wincott Street, Kennington, SE11 4NR				Phone Au	Phone Auctioneers 020 7703 4401	7703 4401			
VIEW	36	303-307 Barnsley Road, Cudworth, Barnsley, S72 8SY			2:00pm			2:00pm			2:00pm
0	37	13-14 High Green, Gainford, County Durham, DL2 3DL				Phone Au	Phone Auctioneers 020 7703 4401	7703 4401			
0	38	Glendale House, Galleries Quadrant, Washington, Tyne and Wear, NE38 7ST				Phone Au	Phone Auctioneers 020 7703 4401	7703 4401			
MG	39	59 Highclere Street, Sydenham, SE26 4EX	11	10:15am		10:15am	10:15am		10:15am		10:15am
20	4	Ground Floor 38 High Street, Addlestone, Surrey, KT15 1TR				Phone Au	Phone Auctioneers 020 7703 4401	7703 4401			
0	42	4 Hatfield Close, Barnsley, S71 1RF				Phone Au	Phone Auctioneers 020 7703 4401	7703 4401			
MG	43	5 Basi Terrace, 221 Consort Road, Peckham, SE15 3SB		4:45pm		4:45pm	4:45pm		4:45pm		4:45pm
VIEW	44	44 Rufford Road, Liverpool, Merseyside, L6 3BE	10:00am		10:00am		10:00am		10:00am		10:00am
0	45	320 Doncaster Road, Barnsley, S70 3QY				Phone Au	Phone Auctioneers 020 7703 4401	7703 4401			
0	46	221 Sheffield Road, Barnsley, S70 4DE				Phone Au	Phone Auctioneers 020 7703 4401	7703 4401			
0	47	37 Bonnyton Lane, Hamilton, Scotland, ML3 8DU				Phone Au	Phone Auctioneers 020 7703 4401	7703 4401			
VIEW	49	20, 20A, 20B, 22, 24 Carlisle Street, Goole, Doncaster, DN14 0BA		12noon			12noon				12noon





Sale Memorandum

Date	
Name of Seller	
Name and address of Buyer	
The Lot	
The Price (excluding any VAT)	
Deposit paid	
	The Seller agrees to sell and the Buyer agrees to buy the Lot for the Price. This agreement is subject to the Conditions so far as they apply to the Lot. We acknowledge receipt of your deposit.
	This agreement is subject to the Conditions so far as they apply to the Lot.
	This agreement is subject to the Conditions so far as they apply to the Lot.
Signed by, or on behalf of the Buyer Signed by BidX1 as agent for the Seller	This agreement is subject to the Conditions so far as they apply to the Lot.
Signed by, or on behalf of the Buyer	This agreement is subject to the Conditions so far as they apply to the Lot.
Signed by, or on behalf of the Buyer Signed by BidX1 as agent for the Seller The Buyers solicitors are:	This agreement is subject to the Conditions so far as they apply to the Lot.
Signed by, or on behalf of the Buyer Signed by BidX1 as agent for the Seller	This agreement is subject to the Conditions so far as they apply to the Lot.
Signed by, or on behalf of the Buyer Signed by BidX1 as agent for the Seller The Buyers solicitors are:	This agreement is subject to the Conditions so far as they apply to the Lot.







