

# AUCTION HOUSE

NORTHAMPTONSHIRE

**Wednesday**  
**25th September 2019**  
**11.00am**  
Hilton Hotel  
100 Watering Lane  
Collingtree  
Northampton NN4 0XW



# AUCTION VENUE

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# MESSAGE FROM THE AUCTIONEERS



**RICHARD GREENER**

DIRECTOR



**NICK PATTISON**

DIRECTOR



**NICHOLAS GREENER**

SENIOR VALUER



**HAYLEY SOUTH**

ADMINISTRATOR

## Welcome To Our Autumn Sale

### Market Defies All Expectations

Our midsummer auction sale took place on 10th July and came after a patchy spring market where confidence had been low due to Brexit uncertainty. That summer sale raised over £2 Million in value from just 12 lots proving to be extremely successful and heralded a resurgence of activity in the property market right across the board.

It may be a coincidence that this was also the time that Boris Johnson took over at No 10 Downing Street and ever since then we have been fed a new diet of optimism and promises of a public spending spree. We have also been led to believe that we are leaving the EU come what may on 31st October.

The events in Parliament during the first week of September have now cast that date in doubt but houses have been selling like hot cakes all summer and I'm not sure I understand why. No complaints of course and many of my clients who were struggling to sell now have buyers and are moving soon so there has been a distinct mood change in the market since the mid-summer and we are now heading into the autumn with confidence on a high.

### This Catalogue

Our September sale once again includes a variety of properties ranging from a substantial detached four bed roomed house in Houghton Lane, Brackmills, Northampton to a former house used as a commercial office with potential to convert back to a house in Palmerston Road. Other lots include a number of residential investment and development opportunities for those looking to build their portfolios or to increase the value of their purchases for onward sale and these include a former shop and flat in Rushden where there is planning permission to create a pair of two bed roomed houses.

**All bidders will be required to register at the contracts desk prior to the action with copy photo ID and copy utility bill or bank statement in order to comply with HMRC Anti Money Laundering Regulations.**

### Next Sale 20th November 2019

It seems too early to be thinking of our last sale of the year but preparing a property for sale by auction takes a good six weeks so if you are a vendor looking to sell your property through a competitive bidding process please call our valuation team on 01604 259773 for a free no obligation market appraisal. Please do not delay as we do have to work to fairly strict deadlines to enable us to give your property adequate coverage in the pre-auction marketing process.

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

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

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

**NEXT AUCTION DATES 2019**

**20th November**

# AUCTION INFORMATION



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



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



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



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



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



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



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



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



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



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



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



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



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



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

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



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



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



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



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



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



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



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



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

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



# ORDER OF SALE

**Wednesday 25th September 2019 11.00am**

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

LOT	ADDRESS	*GUIDE PRICE	LOT TYPE
1	13 Joyce Silver Court, Addington Road, Irthlingborough, Northamptonshire	£50,000	Residential Investment
2	8 Palmerston Road, Northampton, Northamptonshire	£90,000 - £110,000	Commercial Development
3	110 St Andrews Road, Semilong, Northampton, Northamptonshire	£120,000 - £140,000	Residential for Improvement
4	180-182 Wellingborough Road, Rushden, Northamptonshire	£185,000 - £200,000	Mixed Use
5	52 King Edward Road, Abington, Northampton, Northamptonshire	£200,000 - £225,000	Residential Investment
6	Clock Cottage, 22 High Street, Kingsthorpe, Northampton, Northamptonshire	£190,000 - £210,000	Residential
7	Little Norway, Houghton Lane, Brackmills Industrial Estate, Northampton, Northamptonshire	£225,000 - £250,000	Residential
8	46 Brington Drive, Barton Seagrave, Kettering, Northamptonshire	£165,000	Residential
9	14 Bembridge Drive, Kingsthorpe, Northampton, Northamptonshire	£125,000 - £140,000	Residential
10	32-34 Crabb Street, Rushden, Northamptonshire	£170,000 - £200,000	Residential Investment
11	2a Great Park Street, Wellingborough, Northamptonshire	£85,000 - £105,000	Residential Investment

**Next Auction Date**  
**20th November 2019**

**NOW TAKING ENTRIES FOR THIS AUCTION**

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

For further information please call Auction House on

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**AUCTION  
HOUSE**

NORTHAMPTONSHIRE

\*Description on Auction Information page

## Residential Investment

1

### 13 Joyce Silver Court, Addington Road, Irthlingborough, Northants, NN9 5FF

\*GUIDE PRICE **£50,000** (plus fees)



**A penthouse apartment in a purpose built block on the outskirts of this popular east Northamptonshire town convenient for access to the A45 trunk road and the towns of Kettering, Wellingborough and Rushden**

The self contained apartment is approached through a communal entrance hall with stairs to an inner hall leading to a private reception hall which gives access to the bathroom, double bedroom and the open plan living room/kitchen. The living room and bedroom enjoy superb views over countryside beyond Irthlingborough to the south. The property has PVCU double glazing, electric night storage radiators and there is the further benefit of off road parking. We are informed that the property would let at a rent passing of £5,400 per annum and it is presently offered with vacant possession.

#### Description:

**Accommodation:** Communal entrance hall, bathroom, bedroom, lounge/diner and kitchen.

**Lease details:** The property is offered on 125 year lease commencing 1st January 2006 with a Service charge of £971.08 per annum, with a current ground rent of £200 per annum which increases by £50 every 33 years.



**Tenure:** Leasehold

**Local Authority:** East Northamptonshire Council, Cedar Drive, Thrapston, Northants, NN14 4LZ. Tel: 01832 742000.

**Solicitors:** Walker Morris LLP, Kings Court, 12 King Street, Leeds, West Yorkshire, LS1 2HL. Tel: 0113 457 0229  
Ref: Aneeka Javaid

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

#### Additional Fees

**Buyer's Premium:** The purchaser will also be required to pay a buyer's premium of £900 (£750 plus VAT)

**Administration Charge:** The purchaser will also be required to pay an administration charge of £300 (£250 plus VAT).

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

## 8 Palmerston Road, Northampton, Northamptonshire NN1 5EU

\*GUIDE PRICE **£90,000 - £110,000** (plus fees)



**A former office property having once been converted from a residential dwelling and therefore with the potential to convert back subject to planning permission. Ideally located close to Northampton town centre and opposite St Edmunds Churchyard.**

Constructed of brick beneath a pitched tiled roof the interior extends to approximately 1,000 square feet including ground floor reception office, storeroom and a first floor open plan showroom area. There is also a cloakroom and basement cellar. The property is approximately half a mile from the town centre close to the Wellingborough Road which is popular for its boutique shops, cafes, public houses and restaurants. The property is also within walking distance of Northampton General Hospital, St Andrews Hospital and the Riverside campus of the University of Northampton.

### Description:

#### Accommodation

**Ground Floor:** Entrance hall, reception office, enquiries office, storeroom, cloakroom and cellar.

**First Floor:** Showroom

**Council Tax:** The property was zero rated for business rates under the small business exemption scheme.

**Planning History:** The property was believed to have been a restaurant and was purchased as a commercial property in 1989 by the present owners whose business occupation was to supply industrial sewing needles to the leather trade. The property stands in the boot and shoe conservation area and is now suitable for conversion to residential subject to planning permission.

**Tenure:** Freehold

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

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

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

### Additional Fees

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

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



## Residential for Improvement

3

### 110 St Andrews Road, Semilong, Northampton, NN2 6HP

**\*GUIDE PRICE £120,000 - £140,000 (plus fees)**



**An established three bedroomed semi detached house with a single garage which enjoys an open aspect over St Andrews Road towards the water meadows opposite. The property has scope for modernisation and refurbishment.**

Believed to have been built by A Glenn & Sons of Northampton the interior provides entrance hall, lounge/dining room, kitchen, ground floor bathroom and separate WC and on the first floor there are three bedrooms. There is a front garden and driveway leading to the single attached garage at the side and the private lawned garden is located at the rear. The property is within easy walking distance of Northampton Castle Station approximately half a mile distance.

#### Description:

##### Accommodation

**Ground Floor:** Entrance hall, lounge/diner, kitchen, bathroom, rear lobby and WC.

**First Floor:** Landing, Bedroom one, bedroom two and bedroom three.

**Outside:** Front and rear garden and a single garage.



**Tenure:** Freehold

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

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

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

#### Additional Fees

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

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



## 180-182 Wellingborough Road, Rushden, Northamptonshire, NN10 9SX

\*GUIDE PRICE £185,000 - £200,000 (plus fees)



A substantial mixed use property in a prominent corner location with planning permission to convert to form two, two bedroomed houses convenient for Rushden town centre. The consent is for two dwellings each of approximately 900 square feet with courtyard gardens.

The property is currently laid out as retail space to the ground floor with a self contained two bedroomed apartment to the first floor which is accessible from the rear of the property. When fully let the property achieved a combined rent of £15,540 per annum, however, the owners have obtained planning permission to convert to residential and there may also be potential to form a House in Multiple Occupation subject to planning permission.

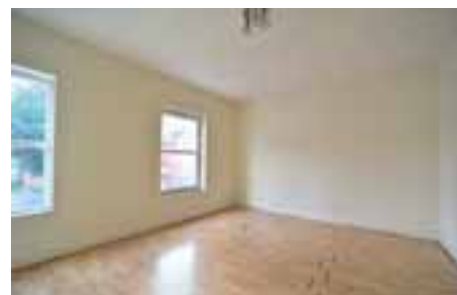
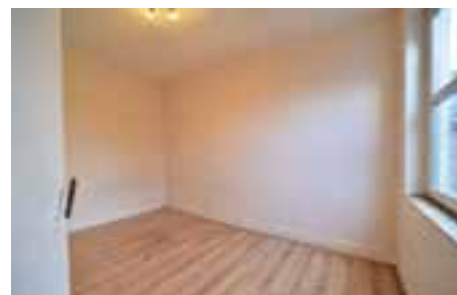
**Description:****Accommodation**

**Ground Floor:** Store front, kitchenette, wc, storeroom and access to the apartment.

**First Floor:** Landing, bedroom one, bedroom two, lounge/dining room, kitchen and bathroom.

**Outside:** Courtyard.

**Planning Permission:** Planning Permission was granted by East Northants District Council Application Number 18/02400/FUL on the 17th December 2018.



**Tenure:** Freehold

**Local Authority:** East Northamptonshire Council, Cedar Drive, Thrapston, Northants, NN14 4LZ. Tel: 01832 742000.

**Solicitors:** Lamb & Holmes Solicitors, Uppingham House, Headway Business Park, 5 Saxon Way West, Corby, Northants, NN18 9EZ. Tel: 01536 745168 Ref: Mr Chris Atkinson.

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

**Additional Fees**

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

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



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## 52 King Edward Road, Abington, Northampton, Northants, NN1 5LU

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



**A substantial two storey townhouse currently in use as a six bedroomed property providing bed and breakfast, each bedroom with wash basins and two with showers. The property is within easy walking distance of Abington Park and has a south facing garden backing onto the Old Northamptonians Sports Grounds.**

The property has been in use as a bed and breakfast for thirty five years and when fully occupied has the capacity to provide a gross income of £24,000 per annum which would net down to a net income of around £20,000 per annum after costs. The property is now offered with full vacant possession and potential for conversion to a single private dwelling house or other use subject to planning consent.

### Description:

#### Accommodation

**Ground Floor:** Entrance hall, bedroom one, inner hall, bedroom two, communal kitchen, separate WC, bedroom three and cellar.

**First Floor:** Landing, bedroom four, bathroom, bedroom five and bedroom six.

**Outside:** Rear garden.

**Established Use:** The property has been run as a bed and breakfast for approximately 35 years with the provision of a continental breakfast two to three times a week and cleaning once a week with bed linen change once a week.



**Tenure:** Freehold

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

**Solicitors:** DFA Law, 2 Waterside Way, Bedford Road, Northampton NN4 7XD. Tel: 01604 609560 Ref: Alisia Hearson

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

### Additional Fees

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

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



## Clock Cottage, 22 High Street, Kingsthorpe, Northampton, NN2 6QE

**\*GUIDE PRICE £190,000 - £210,000 (plus fees)**



**An attractive double fronted period cottage in the heart of Kingsthorpe village on the Northern outskirts of Northampton which has the potential for some minor improvements and which offers three bedrooomed accommodation together with a largely walled rear garden.**

With a wealth of character features retained including exposed walls, pine doors and exposed beams the interior provides entrance hall, an open plan lounge/dining room with stone feature fireplace, a 21 foot long kitchen/breakfast room, three bedrooms and a family bathroom on the first floor. The property benefits from gas fired radiator central heating and is located in old Kingsthorpe High Street a short walk from the green and parish church and also a short walk from Waitrose supermarket.

### Description:

#### Accommodation

**Ground Floor:** Entrance hall, lounge and kitchen/breakfast room.

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

**Outside:** The split level rear garden has a patio area with steps leading to the top garden, enclosed by brick walling with various flowers and shrubs. The area has a good degree of privacy and a timber garden shed.



**Tenure:** Freehold

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

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

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

### Additional Fees

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

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



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## Little Norway, Houghton Lane, Brackmills Industrial Estate, Northampton, NN4 7AE

**\*GUIDE PRICE £225,000 - £250,000 (plus fees)**



**A highly individual detached four bedroomed house standing in a wooded lane serving this property only and a cycle path and located in the Brackmills Industrial Estate. The property is offered with vacant possession and requires some improvement to the interior.**

The property is largely screened from the buildings of the Industrial Estate by a disused railway embankment and surrounding trees and stands adjacent to an attenuation pond populated by wildlife. The interior extends to approximately 1,800 square feet with three reception rooms, a 33 foot long kitchen/breakfast room and cloakroom. On the first floor there are four bedrooms, the master having a bathroom en suite and there is a further family bathroom. Externally there is gated off road parking for several vehicles and at the rear there is a fenced courtyard garden. The property is offered with vacant possession.

### Description:

#### Accommodation

**Ground Floor:** Entrance hall, dining room, lounge, kitchen/breakfast room, inner hall/utility and sitting room.

**First Floor:** Master bedroom suite with bathroom ensuite, bedroom two, bedroom three, bedroom four and bathroom.

**Outside:** Front garden, a gravelled drive providing off road parking for several vehicles. By the side of the property there is a gravelled area and this give access to the courtyard garden at the rear.



**Tenure:** Freehold

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

**Solicitors:** Gowling WLG, 4 More London Riverside, London, SE1 2AU. Tel: 0370 903 1000. Ref: Sarah Galvin.

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

### Additional Fees

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

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



## 46 Brington Drive, Barton Seagrave, Kettering , Northants, NN15 6UW

**\*GUIDE PRICE £165,000** (plus fees)



**An established modern semi detached bungalow located in a popular suburb of Kettering having been renovated by a previous owner and offered in improved condition with refitted kitchen and updated shower room.**

The accommodation comprises entrance hall, two bedrooms, shower room, open plan lounge/dining room and kitchen/breakfast room. The property has the benefit of two off road parking spaces at the front and a south facing landscaped garden to the rear. There is also UPVC double glazing and a gas fired radiator central heating system.

### Description:

**Accommodation:** Entrance hall, lounge/diner, kitchen/breakfast room, bedroom one, bedroom two and shower room.

**Outside:** Front and rear garden. Parking for two vehicles.



**Tenure:** Freehold

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

**Solicitors:** DC Law, Southport Business Park, Wight Moss Way, Southport, PR8 4HQ. Tel: 01704 511300

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

### Additional Fees

**Buyer's Premium:** The purchaser will be required to pay an administration charge of £1,200 (£1,000 plus VAT).

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



## 14 Bembridge Drive, Kingsthorpe, Northampton, NN2 6LZ

**\*GUIDE PRICE £125,000 - £140,000 (plus fees)**



**A traditional bay fronted three bedroomed terrace house located in a popular residential location to the north of Northampton town centre part refurbished by the present owners and requiring further works to complete.**

The property has the benefit of replacement PVCU double glazing and at the rear there is a garden leading to a double garage which has been constructed in part but which requires completion. The garage is approached via a service road. The present owners have undergone improvements including a new central heating system and rewiring and the accommodation includes hall, lounge, dining room with open access through to the kitchen and three bedrooms and a bathroom on the first floor.

### Description:

#### Accommodation

**Ground Floor:** Open porch, entrance hall, lounge, dining room and kitchen.

**First Floor:** Landing, bedroom one, bedroom two, bedroom three and bathroom.

**Outside:** Rear garden and garage access via a rear service road.



**Tenure:** Freehold

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

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

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

### Additional Fees

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

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

## 32-34 Crabb Street, Rushden, Northamptonshire NN10 0RH

**\*GUIDE PRICE £170,000 - £200,000 (plus fees)**



**A rare opportunity to acquire a two storey freehold property converted to two self contained apartments each providing two bedroomed accommodation together with private off road parking to the rear.**

The properties are located in the centre of Rushden close to Hall Park and have been redecorated by the present owner who has also installed new fitted carpets. At the time of going to print the ground floor property is let at a rent passing of £575 per calendar month and the first floor apartment is vacant and available through a local Letting Agent also at £575 per calendar month which will provide a gross income of £13,800 per annum.

### Description:

**Flat 32:** First floor apartment with accommodation comprising kitchen, lounge, bathroom, bedroom one and bedroom two.

**Flat 34:** Ground floor apartment with accommodation comprising utility area, kitchen, lounge, bedroom one, bedroom two and bathroom. Outside there is a paved courtyard garden.

**Outside:** Off road parking for three vehicles.



**Tenure:** Freehold

**Local Authority:** East Northamptonshire Council, Cedar Drive, Thrapston, Northants, NN14 4LZ. Tel: 01832 742000.

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

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

### Additional Fees

**Administration Charge:** The purchaser will be required to pay an administration charge of £720 (£600 plus VAT).

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





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# Have you got a property to sell?

## PROPERTY TYPES IDEAL FOR AUCTION



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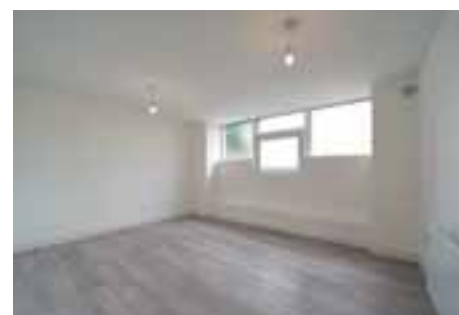
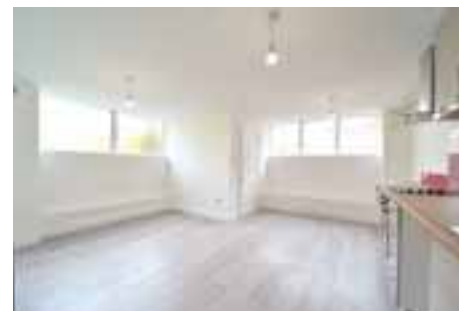
[auctionhouse.co.uk](https://www.auctionhouse.co.uk)

**AUCTION  
HOUSE**



## 2a Great Park Street, Wellingborough, Northamptonshire NN8 4PR

**\*GUIDE PRICE £85,000 - £105,000 (plus fees)**



**A refurbished ground floor apartment converted from a Victorian period dwelling in the heart of Wellingborough town centre and with its own self-contained independent access offering one bedroomed accommodation.**

The property was formally a retail shop and has been converted for residential use with a spacious open plan living room/kitchen, an inner hallway leading to a double bedroom and a shower room. We are advised by local agents that the property has the potential to let at a rent of £6,000 per annum, however, it may also be of interest to an owner occupier.

### Description:

**Accommodation:** Entrance porch, lounge/kitchen/diner, inner hall, bedroom one and shower room.

**Tenure:** Freehold

**Local Authority:** Wellingborough Council, Swanspool House, Doddington Road, Wellingborough, NN8 1BP. Tel: 01933 229 777.

**Solicitors:** ABG Law, Pearl Assurance House, Friar Lane, Nottingham, NG1 6BX. Tel: 0115 934 3325 Ref: Siobhan Goodacre

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

### Additional Fees

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

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

# Richard Greener

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# ANTI-MONEY LAUNDERING EXPLAINED

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## Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017

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

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

## The Documentation you must bring with you to the Auction

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

### List A – Evidence of Identity (inc Photograph)

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

### List B – Evidence of Residence (and your Name)

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

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

## Bidding/Buying on behalf of another party

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

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

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

## Matching an Identified Buyer with source of funds

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

## Auction Passport

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

## Electronic Anti-Money Laundering Checks

Auction House Northamptonshire have also set up a facility with ETSOS to undertake electronic AML checks and will use the service to further verify all successful buyers and those for whom we provide remote bidding services. It will include a search with Experian who may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.

## Queries and Contacting Us

If you have any queries relating to these regulations and our requirements you should contact us well in advance of bidding at auction or buying before or after the auction. Please contact Richard Greener on 01604 259 773

# Recent Auction Sale Results

**AUCTION  
HOUSE**

**NORTHAMPTONSHIRE**

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

**SOLD**



## **New Lodge Farm House, Little Houghton, Northampton**

An individual detached former farmstead standing in open countryside together with domestic garden and grass paddock.

The Farm House offers four bedroomed accommodation with three reception rooms and kitchen/breakfast room. Externally there are outbuildings including a detached double garage.

GUIDE PRICE  
**£590,000 - SOLD AT £600,000**

**SOLD**



## **14 Stafford Lane, West Haddon, Northampton**

A detached period stone cottage standing on a generous plot. The property is in need of refurbishment.

The interior includes entrance porch, cloakroom, lounge, dining room and kitchen together with two double bedrooms and a bathroom on the first floor. There is an external washroom and a detached garage.

GUIDE PRICE  
**£190,000 - SOLD AT £250,000**

**SOLD**



## **39 Trafalgar Road, Kettering, Northamptonshire**

A traditional bay fronted three bedroom semi detached house in need of refurbishment and some structural repair.

The property offers internal accommodation comprising entrance hall, lounge, dining room, kitchen, three bedroom to the first floor and a family bathroom.

GUIDE PRICE  
**£95,000 - SOLD AT £121,000**

**SOLD**



## **The Old Council Offices, 53 Northampton Road, Market Harborough, Leicestershire**

A commercial investment opportunity comprising a substantial Victorian period property.

The property was extensively refurbished in 1997 and is offered with the benefit of gated car parking. The interior extends to a net internal floor area of some 4,350 sq ft arranged over three floors.

GUIDE PRICE  
**£250,000 - SOLD AT £423,000**

**SOLD**



## **3 Sywell Village, Sywell, Northampton**

A delightful former estate cottage constructed of Northamptonshire Ironstone and in need of interior refurbishment and modernisation.

With accommodation comprising porch, living room, kitchen/dining room and three bedrooms to the first floor with a family bathroom.

GUIDE PRICE  
**£190,000 - SOLD AT £200,000**

**SOLD**



## **164 Kingsthorpe Grove, Kingsthorpe, Northampton**

A substantial end of terrace three store seven bedroomed HMO.

The benefits include replacement PVCU double glazed windows and gas fired radiator central heating and there is scope for some improvements.

GUIDE PRICE  
**£250,000 - SOLD AT £225,000**

**SIMILAR PROPERTIES REQUIRED FOR OUR NEXT AUCTION**

**Entries Invited For Future Auctions Please Call 01604 259 773**



# NON-ATTENDING BID OR TELEPHONE BID

Please also sign and return the reverse side of this form



## AUTHORISATION FOR BIDDING BY PROXY OR TELEPHONE

Full Name (s):

Name of Company (if applicable):

Home or Company (address):  Postcode:

Tel:  Mobile:

Email:

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

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

## PROPERTY AND BID DETAILS

Lot No.:  Property Address:

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

(amount in words):

## DEPOSIT (tick as applicable)

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

OR

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

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

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

Date of Birth  Period living at current address  NI Number

Passport Number

Driving Licence Number

Previous address if less than 6 months

## SOLICITORS

My solicitors are:

Of (address):

Postcode:

Tel:  Person Acting:

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

Signed:  Date:

**PLEASE MARK THE ENVELOPE EITHER PROXY OR TELEPHONE BID**

## TERMS AND CONDITIONS FOR TELEPHONE BIDS AND BIDDING BY LETTER

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

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

Signed: ..... Date: .....

Please sign this page and ensure the form overleaf is completed

# MEMORANDUM OF SALE



Property Address:

Lot No.

Price:

The Vendor:

The Purchaser:

Post Code:

Tel:

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

Purchase Price:

£

Less Deposit:

£

Balance:

£

Dated:

Completion Date:

Signed:

Authorised Agent for Vendor

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

of:

Dated:

Signed:

The Purchaser

Purchasers Solicitor:

Post Code:

Tel:

Vendors Solicitor:

Post Code:

Tel:

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

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



# COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

## INTRODUCTION

The Common Auction Conditions have been produced for real estate auctions in England and Wales to set a common standard across the industry. They are in three sections:

### GLOSSARY

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

### AUCTION CONDUCT CONDITIONS

The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who has a catalogue, or who attends or bids at the auction. They cannot be changed without the auctioneer's agreement.

### SALE CONDITIONS

The Sale Conditions govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum.

### IMPORTANT NOTICE

A prudent buyer will, before bidding for a lot at an auction:

- take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant;
- read the conditions;
- inspect the lot;
- carry out usual searches and make usual enquiries;
- check the content of all available leases and other documents relating to the lot;
- check that what is said about the lot in the catalogue is accurate;
- have finance available for the deposit and purchase price;
- check whether VAT registration and election is advisable;

The conditions assume that the buyer has acted like a prudent buyer.

If you choose to buy a lot without taking these normal precautions you do so at your own risk.

## GLOSSARY

This glossary applies to the auction conduct conditions and the sale conditions.

Wherever it makes sense:

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

### Actual completion date

The date when completion takes place or is treated as taking place for the purposes of apportionment and calculating interest.

### Addendum

An amendment or addition to the conditions or to the particulars or to both whether contained in a supplement to the catalogue, a written notice from the auctioneers or an oral announcement at the auction.

### Agreed completion date

Subject to condition G9.3:

- (a) the date specified in the special conditions; or
  - (b) if no date is specified, 20 business days after the contract date;
- but if that date is not a business day the first subsequent business day.

### Approved financial institution

Any bank or building society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the auctioneers.

### Arrears

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

### Arrears schedule

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

### Auction

The auction advertised in the catalogue.

### Auction conduct conditions

The conditions so headed, including any extra auction conduct conditions.

### Auctioneers

The auctioneers at the auction.

### Business day

Any day except (a) a Saturday or a Sunday; (b) a bank holiday in England and Wales; or (c) Good Friday or Christmas Day.

### Buyer

The person who agrees to buy the lot or, if applicable, that person's personal representatives: if two or more are jointly the buyer their obligations can be enforced against them jointly or against each of them separately.

### Catalogue

The catalogue to which the conditions refer including any supplement to it.

### Completion

Unless otherwise agreed between seller and buyer (or their conveyancers) the occasion when both seller and buyer have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.

### Condition

One of the auction conduct conditions or sales conditions.

### Contract

The contract by which the seller agrees to sell and the buyer agrees to buy the lot.

### Contract date

The date of the auction or, if the lot is not sold at the auction:

- (a) the date of the sale memorandum signed by both the seller and buyer; or
- (b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

### Documents

Documents of title (including, if title is registered, the entries on the register and the title plan) and other documents listed or referred to in the special conditions relating to the lot.

### Financial charge

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

### General conditions

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

### Interest rate

If not specified in the special conditions, 4% above the base rate from time to time of Barclays Bank plc. (The interest rate will also apply to judgment debts, if applicable.)

### Lot

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

### Old arrears

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

### Particulars

The section of the catalogue that contains descriptions of each lot (as varied by any addendum).

### Practitioner

An insolvency practitioner for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, any similar official).

### Price

The price that the buyer agrees to pay for the lot.

### Ready to complete

Ready, willing and able to complete: if completion would enable the seller to discharge all financial charges secured on the lot that have to be discharged by completion, then those outstanding financial charges do not prevent the seller from being ready to complete.

### Sale conditions

The general conditions as varied by any special conditions or addendum.

### Sale memorandum

The form so headed (whether or not set out in the catalogue) in which the terms of the contract for the sale of the lot are recorded.

### Seller

The person selling the lot. If two or more are jointly the seller their obligations can be enforced against them jointly or against each of them separately.

### Special conditions

Those of the sale conditions so headed that relate to the lot.

### Tenancies

Tenancies, leases, licences to occupy and agreements for lease and any documents varying or supplemental to them.

### Tenancy schedule

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

### Transfer

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

### TUPE

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

### VAT

Value Added Tax or other tax of a similar nature.

### VAT option

An option to tax.

### We (and us and our)

The auctioneers.

### You (and your)

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

## AUCTION CONDUCT CONDITIONS

### A1 INTRODUCTION

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

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

### A2 OUR ROLE

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

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

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

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

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

### A3 BIDDING AND RESERVE PRICES

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

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

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

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

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

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

### A4 THE PARTICULARS AND OTHER INFORMATION

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

# COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

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

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

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

## A5 THE CONTRACT

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

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

A5.3 **You** must before leaving the **auction**:

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

A5.4 If **you** do not **we** may either:

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

A5.5 **The deposit**:

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

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

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

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

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

## A6 EXTRA AUCTION CONDUCT CONDITIONS

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

## GENERAL CONDITIONS OF SALE

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

### G1. THE LOT

G1.1 The **lot** (including any rights to be granted or reserved, and any exclusions from it) is described in the **special conditions**, or if not so described the **lot** is that referred to in the **sale memorandum**.

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

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

G1.4 The **lot** is also sold subject to such of the following as may affect it, whether they arise before or after the **contract date** and whether or not they are disclosed by the **seller** or are apparent from inspection of the **lot** or from the **documents**:

- (a) matters registered or capable of registration as local land charges;
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
- (c) notices, orders, demands, proposals and requirements of any competent authority;
- (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- (e) rights, easements, quasi-easements, and wayleaves;
- (f) outgoing and other liabilities;
- (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
- (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the **buyer** has made them; and
- (i) anything the **seller** does not and could not reasonably know about.

G1.5 Where anything subject to which the **lot** is sold would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against that liability.

G1.6 The **seller** must notify the **buyer** of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the **contract date** but the **buyer** must comply with them and keep the **seller** indemnified.

G1.7 The **lot** does not include any tenant's or trade fixtures or fittings.

G1.8 Where chattels are included in the **lot** the **buyer** takes them as they are at **completion** and the **seller** is not liable if they are not fit for use.

G1.9 The **buyer** buys with full knowledge of:

- (a) the **documents**, whether or not the **buyer** has read them; and
- (b) the physical condition of the **lot** and what could reasonably be discovered on inspection of it, whether or not the **buyer** has inspected it.

G1.10 The **buyer** is not to rely on the information contained in the **particulars** but may rely on the **seller's** conveyancer's written replies to preliminary enquiries to the extent stated in those replies.

### G2. DEPOSIT

G2.1 The amount of the deposit is the greater of:

- (a) any minimum deposit stated in the **auction conduct conditions** (or the total **price**, if this is less than that minimum); and
- (b) 10% of the **price** (exclusive of any **VAT** on the **price**).

G2.2 The deposit

- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept); and
- (b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the **seller**.

G2.3 Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the **seller** on **completion** or, if **completion** does not take place, to the person entitled to it under the **sale conditions**.

G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the **seller** may treat

the **contract** as at an end and bring a claim against the **buyer** for breach of contract.

G2.5 Interest earned on the deposit belongs to the **seller** unless the **sale conditions** provide otherwise.

### G3. BETWEEN CONTRACT AND COMPLETION

G3.1 Unless the **special conditions** state otherwise, the **seller** is to insure the **lot** from and including the **contract date** to **completion** and:

- (a) produce to the **buyer** on request all relevant insurance details;
  - (b) pay the premiums when due;
  - (c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
  - (d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;
  - (e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and
  - (f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim;
- and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.

G3.2 No damage to or destruction of the **lot** nor any deterioration in its condition, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.

G3.3 Section 47 of the Law of Property Act 1925 does not apply.

G3.4 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.

### G4. TITLE AND IDENTITY

G4.1 Unless **condition** G4.2 applies, the **buyer** accepts the title of the **seller** to the **lot** as at the **contract date** and may raise no requisition or objection except in relation to any matter that occurs after the **contract date**.

G4.2 If any of the **documents** is not made available before the **auction** the following provisions apply:

- (a) The **buyer** may raise no requisition on or objection to any of the **documents** that is made available before the **auction**.
- (b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the **lot** is being sold.
- (c) If the **lot** is not registered land the **seller** is to give to the **buyer** within five **business days** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the **buyer** the original or an examined copy of every relevant document.
- (d) If title is in the course of registration, title is to consist of certified copies of:
  - (i) the application for registration of title made to the land registry;
  - (ii) the **documents** accompanying that application;
  - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
  - (iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the **buyer**.
- (e) The **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.

G4.3 Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that (and the **transfer** shall so provide):

- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **buyer**; and
- (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.

G4.4 The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.

G4.5 The **seller** does not have to produce, nor may the **buyer** object to or make a requisition in relation to, any prior or superior title even if it is referred to in the **documents**.

G4.6 The **seller** (and, if relevant, the **buyer**) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the **conditions** apply.

### G5. TRANSFER

G5.1 Unless a form of **transfer** is prescribed by the **special conditions**:

- (a) the **buyer** must supply a draft **transfer** to the **seller** at least ten **business days** before the **agreed completion date** and the engrossment (signed as a deed by the **buyer** if **condition** G5.2 applies) five **business days** before that date or (if later) two **business days** after the draft has been approved by the **seller**; and
- (b) the **seller** must approve or revise the draft **transfer** within five **business days** of receiving it from the **buyer**.

G5.2 If the **seller** remains liable in any respect in relation to the **lot** (or a **tenancy**) following **completion** the **buyer** is specifically to covenant in the **transfer** to indemnify the **seller** against that liability.

G5.3 The **seller** cannot be required to **transfer** the **lot** to anyone other than the **buyer**, or by more than one **transfer**.

### G6. COMPLETION

G6.1 **Completion** is to take place at the offices of the **seller's** conveyancer, or where the **seller** may reasonably require, on the **agreed completion date**. The **seller** can only be required to complete on a **business day** and between the hours of 0930 and 1700.

G6.2 The amount payable on **completion** is the balance of the **price** adjusted to take account of apportionments plus (if applicable) **VAT** and interest.

G6.3 Payment is to be made in pounds sterling and only by:

- (a) direct transfer to the **seller's** conveyancer's client account; and
- (b) the release of any deposit held by a stakeholder.

G6.4 Unless the **seller** and the **buyer** otherwise agree, **completion** cannot take place until both have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.

G6.5 If **completion** takes place after 1400 hours for a reason other than the **seller's** default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next **business day**.

G6.6 Where applicable the **contract** remains in force following **completion**.

# COMMON AUCTION CONDITIONS (EDITION 3)

REPRODUCED WITH THE CONSENT OF THE RICS

## G7. NOTICE TO COMPLETE

G7.1 The seller or the buyer may on or after the agreed completion date but before completion give the other notice to complete within ten business days (excluding the date on which the notice is given) making time of the essence.

G7.2 The person giving the notice must be ready to complete.

G7.3 If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has:

- (a) terminate the contract;
- (b) claim the deposit and any interest on it if held by a stakeholder;
- (c) forfeit the deposit and any interest on it;
- (d) resell the lot; and
- (e) claim damages from the buyer.

G7.4 If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has:

- (a) terminate the contract; and
- (b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.

## G8. IF THE CONTRACT IS BROUGHT TO AN END

If the contract is lawfully brought to an end:

- (a) the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and
- (b) the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the seller is entitled to forfeit the deposit under condition G7.3.

## G9. LANDLORD'S LICENCE

G9.1 Where the lot is or includes leasehold land and licence to assign is required this condition G9 applies.

G9.2 The contract is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.

G9.3 The agreed completion date is not to be earlier than the date five business days after the seller has given notice to the buyer that licence has been obtained.

G9.4 The seller must:

- (a) use all reasonable endeavours to obtain the licence at the seller's expense; and
- (b) enter into any authorised guarantee agreement properly required.

G9.5 The buyer must:

- (a) promptly provide references and other relevant information; and
- (b) comply with the landlord's lawful requirements.

G9.6 If within three months of the contract date (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition G9) by notice to the other terminate the contract at any time before licence is obtained. That termination is without prejudice to the claims of either seller or buyer for breach of this condition G9.

## G10. INTEREST AND APPORTIONMENTS

G10.1 If the actual completion date is after the agreed completion date for any reason other than the seller's default the buyer must pay interest at the interest rate on the price (less any deposit paid) from the agreed completion date up to and including the actual completion date.

G10.2 Subject to condition G11 the seller is not obliged to apportion or account for any sum at completion unless the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds.

G10.3 Income and outgoings are to be apportioned at actual completion date unless:

- (a) the buyer is liable to pay interest; and
  - (b) the seller has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer;
- in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.

G10.4 Apportionments are to be calculated on the basis that:

- (a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
- (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
- (c) where the amount to be apportioned is not known at completion apportionment is to be made by reference to a reasonable estimate and further payment is to be made by seller or buyer as appropriate within five business days of the date when the amount is known.

## G11. ARREARS

### Part 1 Current rent

G11.1 "Current rent" means, in respect of each of the tenancies subject to which the lot is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding completion.

G11.2 If on completion there are any arrears of current rent the buyer must pay them, whether or not details of those arrears are given in the special conditions.

G11.3 Parts 2 and 3 of this condition G11 do not apply to arrears of current rent.

### Part 2 Buyer to pay for arrears

G11.4 Part 2 of this condition G11 applies where the special conditions give details of arrears.

G11.5 The buyer is on completion to pay, in addition to any other money then due, an amount equal to all arrears of which details are set out in the special conditions.

G11.6 If those arrears are not old arrears the seller is to assign to the buyer all rights that the seller has to recover those arrears.

### Part 3 Buyer not to pay for arrears

G11.7 Part 3 of this condition G11 applies where the special conditions:

- (a) so state; or
- (b) give no details of any arrears.

G11.8 While any arrears due to the seller remain unpaid the buyer must:

- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;
- (b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment);
- (c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require;
- (d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order;

(e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and

(f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to part 3 of this condition G11.

G11.9 Where the seller has the right to recover arrears it must not without the buyer's written consent bring insolvency proceedings against a tenant or seek the removal of goods from the lot.

## G12. MANAGEMENT

G12.1 This condition G12 applies where the lot is sold subject to tenancies.

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

G12.3 The seller must consult the buyer on all management issues that would affect the buyer after completion (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a tenancy; or a new tenancy or agreement to grant a new tenancy) and:

- (a) the seller must comply with the buyer's reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the seller to a liability that the seller would not otherwise have, in which case the seller may act reasonably in such a way as to avoid that liability;
- (b) if the seller gives the buyer notice of the seller's intended act and the buyer does not object within five business days giving reasons for the objection the seller may act as the seller intends; and
- (c) the buyer is to indemnify the seller against all loss or liability the seller incurs through acting as the buyer requires, or by reason of delay caused by the buyer.

## G13. RENT DEPOSITS

G13.1 This condition G13 applies where the seller is holding or otherwise entitled to money by way of rent deposit in respect of a tenancy. In this condition G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.

G13.2 If the rent deposit is not assignable the seller must on completion hold the rent deposit on trust for the buyer and, subject to the terms of the rent deposit deed, comply at the cost of the buyer with the buyer's lawful instructions.

G13.3 Otherwise the seller must on completion pay and assign its interest in the rent deposit to the buyer under an assignment in which the buyer covenants with the seller to:

- (a) observe and perform the seller's covenants and conditions in the rent deposit deed and indemnify the seller in respect of any breach;
- (b) give notice of assignment to the tenant; and
- (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

## G14. VAT

G14.1 Where a sale condition requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.

G14.2 Where the special conditions state that no VAT option has been made the seller confirms that none has been made by it or by any company in the same VAT group nor will be prior to completion.

## G15. TRANSFER AS A GOING CONCERN

G15.1 Where the special conditions so state:

- (a) the seller and the buyer intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
- (b) this condition G15 applies.

G15.2 The seller confirms that the seller

- (a) is registered for VAT, either in the seller's name or as a member of the same VAT group; and
- (b) has (unless the sale is a standard-rated supply) made in relation to the lot a VAT option that remains valid and will not be revoked before completion.

G15.3 The buyer confirms that:

- (a) it is registered for VAT, either in the buyer's name or as a member of a VAT group;
- (b) it has made, or will make before completion, a VAT option in relation to the lot and will not revoke it before or within three months after completion;
- (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
- (d) it is not buying the lot as a nominee for another person.

G15.4 The buyer is to give to the seller as early as possible before the agreed completion date evidence:

- (a) of the buyer's VAT registration;
- (b) that the buyer has made a VAT option; and
- (c) that the VAT option has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two business days before the agreed completion date, condition G14.1 applies at completion.

G15.5 The buyer confirms that after completion the buyer intends to:

- (a) retain and manage the lot for the buyer's own benefit as a continuing business as a going concern subject to and with the benefit of the tenancies; and
- (b) collect the rents payable under the tenancies and charge VAT on them

G15.6 If, after completion, it is found that the sale of the lot is not a transfer of a going concern then:

- (a) the seller's conveyancer is to notify the buyer's conveyancer of that finding and provide a VAT invoice in respect of the sale of the lot;
- (b) the buyer must within five business days of receipt of the VAT invoice pay to the seller the VAT due; and
- (c) if VAT is payable because the buyer has not complied with this condition G15, the buyer must pay and indemnify the seller against all costs, interest, penalties or surcharges that the seller incurs as a result.

## G16. CAPITAL ALLOWANCES

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

G16.2 The seller is promptly to supply to the buyer all information reasonably required by the buyer in connection with the buyer's claim for capital allowances.

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

G16.4 The seller and buyer agree:

- (a) to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition G16; and
- (b) to submit the value specified in the special conditions to HM Revenue and Customs for the purposes of their respective capital allowance computations.

## G17. MAINTENANCE AGREEMENTS

G17.1 The seller agrees to use reasonable endeavours to transfer to the buyer, at the buyer's cost, the benefit of the maintenance agreements specified in the special conditions.

G17.2 The buyer must assume, and indemnify the seller in respect of, all liability under such contracts from the actual completion date.



# COMMON AUCTION CONDITIONS (EDITION 3)

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## G18. LANDLORD AND TENANT ACT 1987

G18.1 This condition G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.

G18.2 The seller warrants that the seller has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

## G19. SALE BY PRACTITIONER

G19.1 This condition G19 applies where the sale is by a practitioner either as seller or as agent of the seller.

G19.2 The practitioner has been duly appointed and is empowered to sell the lot.

G19.3 Neither the practitioner nor the firm or any member of the firm to which the practitioner belongs has any personal liability in connection with the sale or the performance of the seller's obligations. The transfer is to include a declaration excluding that personal liability.

G19.4 The lot is sold:

- (a) in its condition at completion;
  - (b) for such title as the seller may have; and
  - (c) with no title guarantee;
- and the buyer has no right to terminate the contract or any other remedy if information provided about the lot is inaccurate, incomplete or missing.

G19.5 Where relevant:

- (a) the documents must include certified copies of those under which the practitioner is appointed, the document of appointment and the practitioner's acceptance of appointment; and
- (b) the seller may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The buyer understands this condition G19 and agrees that it is fair in the circumstances of a sale by a practitioner.

## G20. TUPE

G20.1 If the special conditions state "There are no employees to which TUPE applies", this is a warranty by the seller to this effect.

G20.2 If the special conditions do not state "There are no employees to which TUPE applies" the following paragraphs apply:

- (a) The seller must notify the buyer of those employees whose contracts of employment will transfer to the buyer on completion (the "Transferring Employees"). This notification must be given to the buyer not less than 14 days before completion.
- (b) The buyer confirms that it will comply with its obligations under TUPE and any special conditions in respect of the Transferring Employees.
- (c) The buyer and the seller acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the seller will transfer to the buyer on completion.
- (d) The buyer is to keep the seller indemnified against all liability for the Transferring Employees after completion.

## G21. ENVIRONMENTAL

G21.1 This condition G21 only applies where the special conditions so provide.

G21.2 The seller has made available such reports as the seller has as to the environmental condition of the lot and has given the buyer the opportunity to carry out investigations (whether or not the buyer has read those reports or carried out any investigation) and the buyer admits that the price takes into account the environmental condition of the lot.

G21.3 The buyer agrees to indemnify the seller in respect of all liability for or resulting from the environmental condition of the lot.

## G22. SERVICE CHARGE

G22.1 This condition G22 applies where the lot is sold subject to tenancies that include service charge provisions.

G22.2 No apportionment is to be made at completion in respect of service charges.

G22.3 Within two months after completion the seller must provide to the buyer a detailed service charge account for the service charge year current on completion showing:

- (a) service charge expenditure attributable to each tenancy;
- (b) payments on account of service charge received from each tenant;
- (c) any amounts due from a tenant that have not been received;
- (d) any service charge expenditure that is not attributable to any tenancy and is for that reason irrecoverable.

G22.4 In respect of each tenancy, if the service charge account shows that:

- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the seller must pay to the buyer an amount equal to the excess when it provides the service charge account;
  - (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the buyer must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the seller within five business days of receipt in cleared funds;
- but in respect of payments on account that are still due from a tenant condition G11 (arrears) applies.

G22.5 In respect of service charge expenditure that is not attributable to any tenancy the seller must pay the expenditure incurred in respect of the period before actual completion date and the buyer must pay the expenditure incurred in respect of the period after actual completion date. Any necessary monetary adjustment is to be made within five business days of the seller providing the service charge account to the buyer.

G22.6 If the seller holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:

- (a) the seller must pay it (including any interest earned on it) to the buyer on completion; and
- (b) the buyer must covenant with the seller to hold it in accordance with the terms of the tenancies and to indemnify the seller if it does not do so.

## G23. RENT REVIEWS

G23.1 This condition G23 applies where the lot is sold subject to a tenancy under which a rent review due on or before the actual completion date has not been agreed or determined.

G23.2 The seller may continue negotiations or rent review proceedings up to the actual completion date but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the buyer, such consent not to be unreasonably withheld or delayed.

G23.3 Following completion the buyer must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the seller, such consent not to be unreasonably withheld or delayed.

G23.4 The seller must promptly:

- (a) give to the buyer full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
- (b) use all reasonable endeavours to substitute the buyer for the seller in any rent review proceedings.

G23.5 The seller and the buyer are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.

G23.6 When the rent review has been agreed or determined the buyer must account to the seller for any increased rent and interest recovered from the tenant that relates to the seller's period of ownership within five business days of receipt of cleared funds.

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

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

## G24. TENANCY RENEWALS

G24.1 This condition G24 applies where the tenant under a tenancy has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.

G24.2 Where practicable, without exposing the seller to liability or penalty, the seller must not without the written consent of the buyer (which the buyer must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.

G24.3 If the seller receives a notice the seller must send a copy to the buyer within five business days and act as the buyer reasonably directs in relation to it.

G24.4 Following completion the buyer must:

- (a) with the co-operation of the seller take immediate steps to substitute itself as a party to any proceedings;
- (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the tenancy and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
- (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed tenancy) account to the seller for the part of that increase that relates to the seller's period of ownership of the lot within five business days of receipt of cleared funds.

G24.5 The seller and the buyer are to bear their own costs in relation to the renewal of the tenancy and any proceedings relating to this.

## G25. WARRANTIES

G25.1 Available warranties are listed in the special conditions.

G25.2 Where a warranty is assignable the seller must:

- (a) on completion assign it to the buyer and give notice of assignment to the person who gave the warranty; and
- (b) apply for (and the seller and the buyer must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by completion the warranty must be assigned within five business days after the consent has been obtained.

G25.3 If a warranty is not assignable the seller must after completion:

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

## G26. NO ASSIGNMENT

The buyer must not assign, mortgage or otherwise transfer or part with the whole or any part of the buyer's interest under this contract.

## G27. REGISTRATION AT THE LAND REGISTRY

G27.1 This condition G27.1 applies where the lot is leasehold and its sale either triggers first registration or is a registrable disposition. The buyer must at its own expense and as soon as practicable:

- (a) procure that it becomes registered at Land Registry as proprietor of the lot;
- (b) procure that all rights granted and reserved by the lease under which the lot is held are properly noted against the affected titles; and
- (c) provide the seller with an official copy of the register relating to such lease showing itself registered as proprietor.

G27.2 This condition G27.2 applies where the lot comprises part of a registered title. The buyer must at its own expense and as soon as practicable:

- (a) apply for registration of the transfer;
- (b) provide the seller with an official copy and title plan for the buyer's new title; and
- (c) join in any representations the seller may properly make to Land Registry relating to the application.

## G28. NOTICES AND OTHER COMMUNICATIONS

G28.1 All communications, including notices, must be in writing. Communication to or by the seller or the buyer may be given to or by their conveyancers.

G28.2 A communication may be relied on if:

- (a) delivered by hand; or
- (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
- (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the sale memorandum) by a postal service that offers normally to deliver mail the next following business day.

G28.3 A communication is to be treated as received:

- (a) when delivered, if delivered by hand; or
- (b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a business day a communication is to be treated as received on the next business day.

G28.4 A communication sent by a postal service that offers normally to deliver mail the next following business day will be treated as received on the second business day after it has been posted.

## G29. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

# Going once...

## The most suitable properties for auction include:

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

# Auction dates:

**20th November 2019**

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