

austin gray

AUCTION  
HOUSE  
SUSSEX

thursday  
1st november 2018

2.30pm

the holland room  
the hove club

28 fourth avenue

hove

bn3 2pj

auction  
151

# buying a property at auction

## the procedure explained

We have listed some of the regularly asked questions raised by prospective purchasers prior to bidding for a property at auction.

### what does the auction brochure tell me?

The auction catalogue provides a photograph and a brief description of the property together with clear and concise details of any matters relevant to the property.

### do I need any further information?

It is essential that you view the property and obtain a legal pack prior to the auction. This will contain all the necessary documentation pertaining to the property which has been prepared by the vendors solicitors. This pack can be downloaded free of charge from our website.

It is important to read and understand the conditions of sale and possibly notify your solicitor of your intention to bid.

### how do I view the properties?

During the three to four week marketing period, we set viewing times for all auction properties. These are generally weekly and we are normally at the property for twenty minutes at a time. Contact Austin Gray to book a viewing time.

### do I need to arrange a mortgage prior to the auction?

If your purchase is to be supported by mortgage finance then YES you need to have a firm offer of mortgage prior to attending the auction.

### do I need a building society valuation?

If you apply for a mortgage to support your purchase then the building society will instruct their own valuer/surveyor.

### should I have an independent survey carried out?

It is recommended that you have an independent survey carried out. Your surveyor should arrange access with the auctioneers and the survey should be carried out well in advance of the auction day.

### what is a guide price

The guide prices for each lot are clearly shown against each lot and these may be subject to amendment in the period leading up to the auction.

The guide price is a price range that the auctioneers expect the property to sell within.

### what is a reserve price

All lots unless specifically mentioned will be subject to a reserve price. This is a figure at which a property can be sold and will generally be between the parameters of the guide price, sometimes below it but never above the upper end figure. The reserve can also be subject to change right up to the start of the auction but will never be above the top of the guide price.

### what do I need on the auction day?

To be in receipt of any mortgage offer, the ability to pay a 10% deposit, and two forms of identification (passport or driving licence, and a utility bill showing your current address).

### do I need a solicitor in attendance?

Not unless you wish to do so. It is wise to notify your solicitor of the auction and show him the auction brochure along with any other information about the property you are interested in, including a copy of the legal pack.

### do I need to register to be able to bid at auction?

Yes you do. Bidders are required to register at our auctions. If you do not have a registration form please contact the Auction Department as soon as possible. Proof of Identity and Residence is required, such as a passport or photographic UK driving licence and a recent utility bill, bank statement or council tax bill. If purchasing on behalf of a company you will also need a letter of authority on company letterhead.

### how do I bid?

Make sure you signal your bid clearly by raising your bidding paddle. The auctioneer will then acknowledge your bid. The final bidding price will be repeated three times before the fall of the gavel.

### what happens if I am successful?

If you are the highest bidder at the fall of the gavel, you are the successful purchaser and are contractually bound to complete on the purchase. At the end of the auction you will have to pay a 10% deposit and sign the necessary papers. All documentation will then be forwarded to your solicitor. You cannot take possession of the property until completion.

### how do I pay the 10% deposit?

This can be paid by personal cheque, bankers draft, by BACS or debit card. We do not accept credit cards. The balance will have to be paid upon completion, which is usually 28 days after the auction date.

### do I have to insure the property?

Yes, you must make sure that the property is covered from the date of the auction.

### is there anything else to pay?

Yes, there is a Administration Fee of 0.3% (0.25% plus VAT) of the sale price, subject to a minimum of £660 (£550 plus VAT) payable separately to Austin Gray. There may be further disbursements applied by the vendor, their solicitor or the auctioneers. These will be detailed in the Special Conditions of the legal pack for each property.

### can I arrange after sale viewings

Subsequent after sale viewings will be charged at a minimum of £36 (incl VAT) plus mileage allowance.

residential  
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151

13 lots to be sold  
by public auction

Unless sold prior

thursday 1st november  
2018  
2.30pm

to be held at  
the holland room  
the hove club  
28 fourth avenue  
hove  
bn3 2pj



austin gray

37 vernon terrace, brighton bn1 3jh

tel. 01273 20 19 89

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[www.austingray.co.uk](http://www.austingray.co.uk)





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## the auction team

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email. [nickyward@austingray.co.uk](mailto:nickyward@austingray.co.uk)

## administration fee

All lots will be subject to a Administration Fee of 0.3% (0.25% + VAT) of the sale price, subject to a minimum of £660 (£550 + VAT) per property.

The Administration Fee will be payable when contracts are exchanged, which is at the same time as the contractual deposit monies are paid. Payments will only be taken as two separate transactions, either by cheque (both made payable to Austin Gray), by debit card or via BACS.

Purchasers will be provided with a VAT receipt upon request.

There may be further disbursements applied by the vendor, their solicitor or the auctioneers. These will be detailed in the Special Conditions of the legal pack for each property.

## proof of identity

We are required by law to follow Money Laundering Regulations. We must therefore verify your name and residential address.

### **ONE DOCUMENT FROM EACH LIST IS REQUIRED**

#### **proof of name**

Current signed passport  
Resident permit issued to EU Nationals by the Home Office  
Current UK/EU Photo Driving Licence  
Full old style driving licence  
Firearms Certificate  
Original birth certificate

#### **proof of address**

Most recent mortgage statement  
Current Local Authority Council Tax Bill  
Tenancy agreement  
Bank / Building Society statements or passbook  
Utility Bill (not mobile phone) issued in the last 3 months  
Current UK driving licence (but only if not used for the name evidence)

## proxy bidding

1. If you are bidding on behalf of another party you will need to provide documents as above for both yourself and the buyer and a valid letter of authority for you to bid on the Buyers behalf.
2. If you are bidding on behalf of a company as well as the above we will also require a written authority letter from the company and evidence of the company i.e. company registration certificate or VAT bill, or proof that you are a director of the company such as a letter from Companies house bearing your name.
3. For details of live interactive bidding please contact the auctioneer's office.

## next auction

### December 2018

Our next auction will be held on 6th December 2018 and we are now inviting entries. To arrange an auction valuation of your site or building without any obligation, please contact a member of the auction team from monday to friday.

## viewing times

WE WILL ONLY ATTEND VIEWINGS AT THE ALLOTTED TIMES IF PEOPLE HAVE PRE-BOOKED

Lot	Address	Time	Date
1	Flat 3, 24 Upper Lewes Road, Brighton BN2 3FJ	10.35am	Wednesday 17, 24 & 31 October
2	Flat 1, 56 Marine Parade, Brighton BN2 1PN	10.00am	Wednesday 17, 24 & 31 October
3	291 Millbrook Road West, Freemantle, Southampton SO15 OHU	By appointment	
4	21a Ventnor Villas, Hove BN3 3DE	10.00am	Tuesday 16, 23 & 30 October
5	Flat 2, 65 St Aubyns, Hove BN3 2TL	10.30am	Tuesday 16, 23 & 30 October
6	Flat 4, 22 Rowlands Road, Worthing BN11 3JS	By appointment	
7	Plots 9, 10 & 11, Block 8, Harbour View Estate, The Highway, Newhaven BN9 9UD	Open site	
8	60, 62 & 64 Brunswick Street East, Hove BN3 1AU	11.00am	Tuesday 16, 23 & 30 October
9	60 Brunswick Street East, Hove BN3 1AU	11.00am	Tuesday 16, 23 & 30 October
10	62 Brunswick Street East, Hove BN3 1AU	11.00am	Tuesday 16, 23 & 30 October
11	64 Brunswick Street East, Hove BN3 1AU	11.00am	Tuesday 16, 23 & 30 October
12	49a Ventnor Villas, Hove BN3 3DE	10.30am onwards by appointment	Tuesday 16, 23 & 30 October
13	1 & 1a Keymer Parade, Keymer Road, Burgess Hill RH15 OAB	By appointment	

Please arrive at the property five minutes prior to the viewing start time to ensure a full inspection. We regret we are unable to allow more than 20 minutes per lot. If you do not arrive at the allotted time we will leave after 10 minutes if nobody shows up. If you require a property survey please contact the office to make a separate appointment.

### guide price\*

A guide price is a range that the auctioneers expect the property to sell within. The reserve price is usually set within this range but never above it. Both can be subject to change.



## venue

The Holland Room, The Hove Club, 28 Fourth Avenue, Hove BN3 2PJ.



The Hove Club can be found on the western side of Fourth Avenue, on the corner of Albany Mews, close to the junction with Church Road. There is 'pay and display' parking on the roads around The Hove Club, with Norton Road multi-storey car park a minutes' walk away. Hove railway station is approximately a 10 minute walk.



lot 1

## flat 3, 24 upper lewes road, brighton, bn2 3fj

First floor 1-bedroom flat with long lease. Vacant possession.

### situation

The property is well situated within a few minutes walk of Lewes Road and within 5 minutes walk of London Road, both of which are busy thoroughfares with many shops, cafes and restaurants. London Road railway station is 0.5 miles away.

### description

The flat is located on the first floor of a late Victorian four storey bay fronted building. The building appears well managed with the exterior decorated a couple of years ago and the common ways very recently refurbished. The property comprises a good-sized open plan living room/kitchen with the bedroom and shower situated to the rear.

### accommodation

Living room/kitchen: 16'3 x 16'0 into bay (4.95m x 4.87m into bay)

Shower room: 5'5 x 4'10 (1.64m x 1.48m)

Bedroom: 8'2 x 8'9 (2.48m x 2.67m)

EPC Rating D

### lease

189 years from 18 March 1988

Ground rent = peppercorn

Service charge = 25%

Reserve Fund £40,497.84

NB: 14 day completion



## guide price\*

£135,000 + (plus fees)

## solicitors

Wilsons Solicitors, 20 The Grove, Ilkley, West Yorkshire, LS29 9EG.

FAO: Oliver Taman. Tel: 01943 602998.



lot 2

## flat 1, 56 marine parade, brighton, bn2 1pn

Lower ground floor studio flat let on an AST at £650pcm (£7,800pa)

### situation

The property is ideally situated on the corner of Marine Parade and Atlingworth Street with Brighton beach and Brighton Palace Pier a few moments' walk away. The popular pubs, restaurants and shops on St James Street and Bristol Road are a 5 minute walk away.

### description

A lower ground floor studio flat which is currently let on an AST at £650pcm (£7,800pa). The flat benefits from gas central heating and a good size bathroom and kitchen.

### accommodation

Studio room: 12'10 x 17'7 (3.9m x 5.36m)

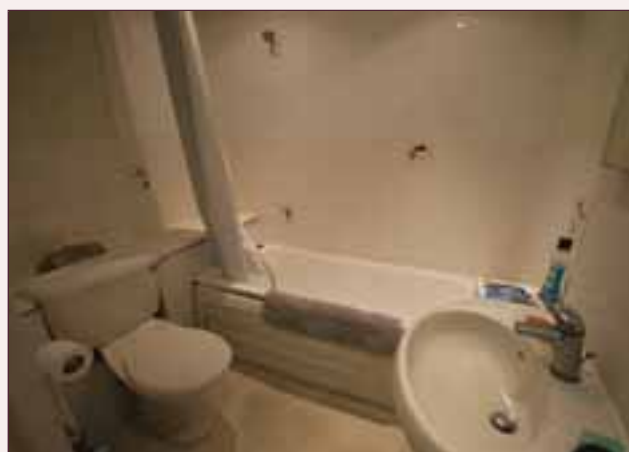
Kitchen: 4'2 x 8'2 (1.28m x 2.48m)

Bathroom: 7'2 x 8'1 (2.18m x 2.45m)

EPC Rating C

### lease

99 years from March 1999 (80 years remaining)



## guide price\*

£120,000 - £125,000 (plus fees)

## solicitors

Coole Bevis LLP, 5 The Steyne, Worthing, BN11 3DT.  
FAO: Claudia Welbourne. Tel: 01903 534529.

lot 3

## 291 millbrook road west, freemantle, southampton, so15 0hu

2-bedroom terraced house for complete refurbishment.

### situation

The house is ideally located for easy access into Southampton city centre which offers a comprehensive range of shopping facilities and railway station. Bus services and local amenities are within walking distance.

### description

A period bay fronted terrace house which has front and back gardens and a garage accessed via a service road at the rear. The property requires complete refurbishment and modernisation.

### accommodation

Ground Floor

Living/dining room: 27'3 x 10'5 (8.31m x 3.18m)

Kitchen: 13'3 x 9'0 (4.04m x 2.74m) with door to WC

Lean to: 11'6 x 5'11 (3.51m x 1.80m) with door to garden

First Floor

Bedroom 1: 14'6 x 12'4 (4.42m x 3.76m)

Bedroom 2: 12'2 x 10'3 (3.71m x 3.12m)

Bathroom: 13'2 x 9'2 (4.01m x 2.79m)

EPC Rating C



NB: Buyer's Premium of £3,000 incl VAT & admin fee of £900 incl VAT

### guide price\*

£150,000 - £160,000 (plus fees)

### solicitors

Butterworths Solicitors, 3 Walker Terrace, Gateshead, NE8 1EB.

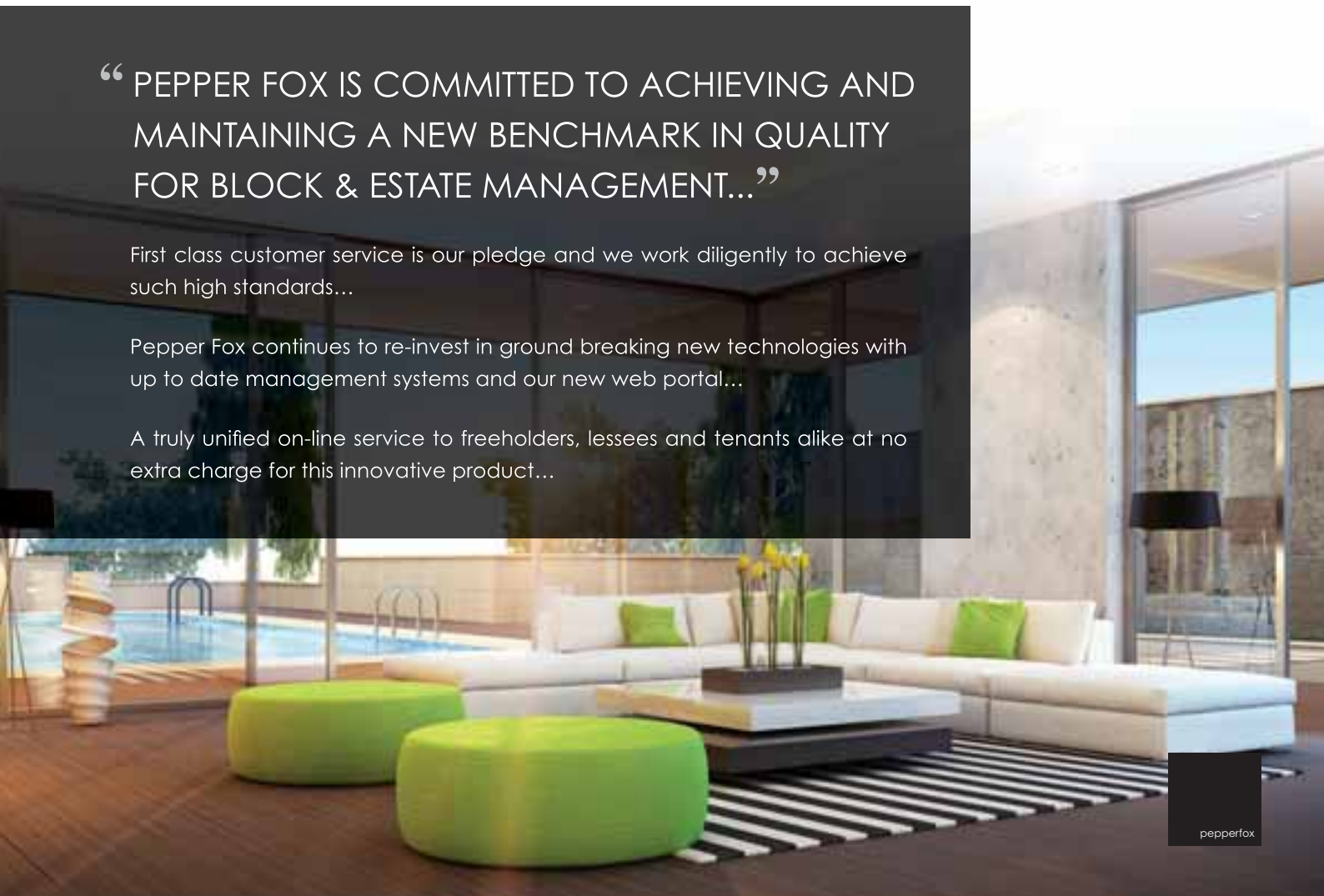
FAO: Rebekah West. Tel: 0191 4827452

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lot 4

## 21a ventnor villas, hove, bn3 3de

2 bedroom lower ground floor patio flat. Vacant possession.

### situation

The property is on the west side of an attractive tree lined road in a much sought after residential location. Close to Church Road with it's good selection of bars and restaurants, and a short walk from the George Street shopping area. It is conveniently situated for commuters with frequent bus services in all directions and Hove train station just a 5 minute walk away.

### description

The flat is located on the lower ground floor of a Victorian semi detached bay fronted building which is converted into four flats.

Occupying the entire floor it has part double glazing, gas central heating, two bathrooms and a good size split level patio area. The flat does require re-decoration and some damp treatment work.

### accommodation

Living room: 15'3 x 14'5 into bay (4.65m x 4.40m into bay)

Bedroom 1: 13'9 x 13'1 (4.20m x 3.99m) with en-suite bathroom

Bedroom 2: 13'8 x 6'6 (4.17m x 1.97m) double glazed

Kitchen: 11'3 x 7'3 (3.43m x 2.20m) double glazed Bathroom

Hallway: 22'9 x 6'6 (6.92m x 1.97m) with door to west facing split level patio

### lease

999 years from 01/12/2015

EPC Rating D

NB: Buyer's Premium of 1.2% (incl VAT)



## guide price\*

£275,000 - £300,000 (plus fees)

## solicitors

GWCA, 29 Boundary Road, Hove, BN3 4EF.

FAO: Amanda Edgar. Tel: 01273 253500.



lot 5

## flat 2, 65 st aubyns, hove, bn3 2tl

1-bedroom raised ground floor flat with vacant possession.

### situation

The property is situated in a sought after road, a short walk from Hove Lawns, King Alfred Leisure Centre and Church Road with its wide range of shops, restaurants and bars. Tesco supermarket is nearby with Hove railway station with its links to Brighton and London a 10 minute walk away.

### description

A newly refurbished raised ground floor 1 bedroom flat. The flat benefits from high ceilings throughout with original decorative mouldings and floor to ceiling sash windows. The kitchen and shower room have been refurbished in a contemporary style to include new appliances and quality fittings with long guarantees.

The flat would make an ideal buy-to-let investment, weekend retreat or a fantastic home for an owner occupier.

The flat is being sold with 154 years remaining on the lease and vacant possession.

### accommodation

Living room/kitchen: 15'4 x 21'0 (4.67m x 6.40m)

Bedroom: 9'2 x 11'8 (2.80m x 3.56m)

Shower room: 7'1 x 5'2 (2.16m x 1.58m)

EPC Rating C

### lease

154 years remaining

Service charge = £747pa

Ground rent = nil



## guide price\*

£250,000 - £270,000 (plus fees)

## solicitors

Fitzhugh Gates, 3 Pavilion Parade, Brighton, BN2 1RY.  
FAO: Moira MacFarlane. Tel: 01273 666329.



## lot 6

### flat 4, 22 rowlands road, worthing, bn11 3js

1-bedroom first floor flat with vacant possession.

#### situation

The property is centrally situated close to Worthing seafront, Worthing Pier and Montague Street with a wide range of local and national retailers, restaurants and entertainment facilities.

#### description

A 1 bedroom first floor flat which is being sold with vacant possession. The property would suit an occupier looking for a centrally located home or buy-to-let investment.

We understand the building has recently undergone treatment for Japanese Knotweed with the remediation works paid for and under guarantee. Further details can be found in the Legal Pack.

#### accommodation

Living room: 13'7 x 7'1 (4.14m x 2.16m)

Kitchen area: 11'2 x 3'1 (3.40m x 0.94m)

Bedroom: 9'4 max x 7'6 max (2.84m max x 2.29m max)

Bathroom: 6'1 x 4'8 (1.85m x 1.42m)

#### lease

159 years remaining



## guide price\*

£95,000 - £100,000 (plus fees)

## solicitors

Funnell & Perring, 192-193 Queens Road,  
Hastings, TN34 1RG.  
FAO: Jackie Eichler. Tel: 01424 426287.

## lot 7

### plots 9, 10 & 11, block 8, harbour view estate, the highway, newhaven, bn9 9ud

#### Freehold vacant land

#### situation

The land is situated in an open, green area close to the junction of The Highway and Charlston Avenue. The land is close to Rushey Hill Caravan Park and the A259 South Coast Road which provides excellent vehicular access and bus routes along the south coast.

#### description

A freehold plot of land being sold with vacant possession. The land is close to a number of established residential dwellings, cliff top walks and would suit a variety of uses.



## guide price\*

£15,000 + (plus fees)

## solicitors

tba

## lot 8

### 60, 62 & 64 brunswick street east, hove, bn3 1au

TO BE OFFERED AS ONE LOT IN THE FIRST INSTANCE

Portfolio of 3 tenanted 2-bed terraced houses with parking space & patio. Producing £40,500pa

#### situation

The houses are located on the west side of the road close to the junction of Western Road with it's good selection of shops, restaurants and bars and within a short walk of the seafront.

#### description

A terrace of 3 identical houses which we believe were constructed in the late 1980's, with white rendered elevations under pitched and tiled roofs. Each house is tenanted on an AST and producing a combined rent of £40,500pa.

#### accommodation

Each house has a reception room, kitchen and downstairs WC with 2 bedrooms and a bathroom upstairs. They all benefit from having a car park space at the front and a west facing patio at the rear.

Joint agents with Styles Harold Wilson



#### guide price\*

£950,000 - £975,000 (plus fees)

SHW

#### solicitors

Adams & Remers, Trinity House, School Hill, Lewes, BN7 2NN.  
FAO: Will Howes. Tel: 01273 403285.

## lot 9

### 60 brunswick street east, hove, bn3 1au

2-bed terraced house with parking space & patio let on an AST producing £14,100pa.

#### situation

The house is located on the west side of the road close to the junction of Western Road with it's good selection of shops, restaurants and bars and within a short walk of the seafront. The area is well served with a regular bus service from the top of the road.

#### description

A terrace house which we believe was constructed in the late 1980's, with white rendered elevations under pitched and tiled roof. Let on an AST from 14.09.17 at £1175pcm.

#### accommodation

The house has a reception room, kitchen and downstairs WC with 2 bedrooms and a bathroom upstairs. The property benefits from having a car park space at the front and a west facing patio at the rear.

Total area = 602 sqft (56sqm)

Joint agents with Styles Harold Wilson

EPC Rating B



#### guide price\*

£320,000 - £330,000 (plus fees)

SHW

#### solicitors

Adams & Remers, Trinity House, School Hill, Lewes, BN7 2NN.  
FAO: Will Howes. Tel: 01273 403285.

## lot 10

### 62 brunswick street east, hove, bn3 1au

2-bed terraced house with parking space & patio  
let on an AST producing £14,400pa.

#### situation

The house is located on the west side of the road close to the junction of Western Road with it's good selection of shops, restaurants and bars and within a short walk of the seafront. The area is well served with a regular bus service from the top of the road.

#### description

A terrace house which we believe was constructed in the late 1980's, with white rendered elevations under pitched and tiled roof. Let on an AST from 17.10.16 at £1200pcm.

#### accommodation

The house has a reception room, kitchen and downstairs WC with 2 bedrooms and a bathroom upstairs. The property benefits from having a car park space at the front and a west facing patio at the rear.

Total area = 602 sqft (56sqm)

Joint agents with Styles Harold Wilson

EPC Rating B



## guide price\*

£320,000 - £330,000 (plus fees)

SHW

## solicitors

Adams & Remers, Trinity House, School Hill,  
Lewes, BN7 2NN.  
FAO: Will Howes. Tel: 01273 403285.

## lot 11

### 64 brunswick street east, hove, bn3 1au

2-bed terraced house with parking space & patio  
let on an AST producing £12,000pa.

#### situation

The house is located on the west side of the road close to the junction of Western Road with it's good selection of shops, restaurants and bars and within a short walk of the seafront. The area is well served with a regular bus service from the top of the road.

A terrace house which we believe was constructed in the late 1980's, with white rendered elevations under pitched and tiled roof. Let on an AST from 06.06.14 at £1000pcm.

#### accommodation

The house has a reception room, kitchen and downstairs WC with 2 bedrooms and a bathroom upstairs. The property benefits from having a car park space at the front and a west facing patio at the rear.

Total area = 602 sqft (56sqm)

Joint agents with Styles Harold Wilson

EPC Rating C



## guide price\*

£320,000 - £330,000 (plus fees)

SHW

## solicitors

Adams & Remers, Trinity House, School Hill, Lewes,  
BN7 2NN.  
FAO: Will Howes. Tel: 01273 403285.



## lot 12

## 49a ventnor villas, hove, bn3 3de

Large 1 bedroom lower ground floor patio flat. Vacant possession.

### situation

The property is on the east side of an attractive tree lined road in a much sought after residential location. Close to Church Road with it's good selection of bars and restaurants, and a short walk from the George Street shopping area. It is conveniently situated for commuters with frequent bus services in all directions and Hove train station just a 5 minute walk away.

### description

The flat is located on the lower ground floor of a Victorian semi detached bay fronted building which is converted into three flats.

Occupying the entire floor it benefits from spacious accommodation, gas central heating, and a patio area. There is scope, subject to obtaining the necessary consents, to re-configure the flat and create a second bedroom.

### accommodation

Bedroom: 13'6 x 13'3 into bay (4.11m x 4.05m into bay)  
cupboard

Bathroom

Large hallway with 2 cupboards

Living room: 15'0 x 12'9 (4.57m x 3.88m) with doors to patio

Kitchen: 12'6 x 10'2 (3.80m x 3.10m) with door to rear access

WC

### lease

Share of freehold

999 years from 23/09/2005

Service charge = £70pcm



## guide price\*

£250,000 - £275,000 (plus fees)

## solicitors

Anderson Rowntree, 20 Old Mill Square, Storrington, RH20 4NQ.

FAO: Suzanne Bastick. Tel: 01903 745666.

## lot 13

# 1 & 1a keymer parade, keymer road, burgess hill, rh15 0ab

Freehold mixed-use investment property comprising A3/A5 commercial and 3-bed maisonette with an assured tenant

### situation

The property is in a parade of shops to the east of the railway station and close to the roundabout where Keymer Road meets Junction Road. The town centre is a short walk away and there is a regular bus and train service providing easy communications in all directions.

### description

An end of terrace 4 storey mixed use building arranged as a large ground floor unit with basement kitchen and storage and rear area for loading and car parking. Above is a self contained two storey maisonette accessed from the rear.

### accommodation

#### Commercial

For many years the ground floor traded as a restaurant and recently obtained permission to use as a takeaway (73.16 sqm). The basement is fitted out as a commercial kitchen (24.74sqm) with 3 phase power and there is access for loading from the rear of the building together with an area for parking cars.

The restaurant was previously let at £12,263pa but will now be sold with vacant possession.

Total area: 98sqm (1,085sqft)

#### Maisonette

Living room: 13'10 x 19'2 (4.21m x 5.85m)

Kitchen: 9'5 x 13'7 (2.86m x 4.15m)

Bedroom 1: 9'4 x 13'9 (2.85m x 4.18m)

Bedroom 2: 9'5 x 13'10 (2.88m x 4.22m)

Bedroom 3: 9'5 x 13'10 max (2.87m x 4.21m max)

Bathroom

WC

Roof terrace

The flat is let at £300pcm to an assured tenant

### planning

In May this year a change of use to A5 takeaway was obtained, but has not been implemented, under DM/18/1215.



## guide price\*

£240,000 - £250,000 (plus fees)

## solicitors

Waugh & Co, 4 Mill Green Business Estate, Mill Green Road  
Haywards Heath, RH16 1XQ.  
FAO: Jack Cookson. Tel: 01444 451666.







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\*Other fees and charges apply and are variable based on the loan amount. 0.49% pm is applicable for the duration of the loan. 12 months as standard. No exit fee applies. Standard construction only. Any property used as security, including your home, may be repossessed if you do not keep up on repayments on a mortgage or any other debt secured on it.

**together.**<sup>®</sup>

## For Sale by Private Treaty

### rayford house, school road, hove, bn3 5hx

#### situation

The existing office building is located in an elevated position on the corner of School Road and Kingsthorpe Road, close to the popular Poets Corner area of Hove. Portland Road, with its range of shops, bars and restaurants, is at the bottom of the road, and a number of local schools and the seafront are in close proximity.

Communications are well served by a regular bus service along Portland Road. Aldrington and Portslade railway stations are within walking distance, and access to the A27 is just 2 miles away.

#### description

Planning approved under permitted development and a new build for 41 flats. No social housing requirement. Rayford House is a 4-storey rectangular office block (B1 use). The building sits centrally within the 0.68 acre site and there is car parking on all sides for 65 cars.

#### planning

Prior approval for the change of use from office (B1) to residential (C3) to create 32 residential units under BH2016/O2282 was approved on 11/08/2016. Total GIA 2,015.6sqm (21,695sqft).

An erection of a side extension and creation of an additional floor to create 9 residential units under BH2015/O4606 was approved on 23/03/2016. Total GIA 707sqm (7,610sqft).

The combined schemes will incorporate a butterfly roof design with two mono-pitches. The external appearance of the existing building will be enhanced with render and natural zinc powder coated aluminium cladding and the existing windows will be replaced and others added. The scheme will create 8 x 2 and 24 x 1 bedroom flats from the existing office building, and 5 x 2 bedroom balcony flats and 4 x 2/3 bedroom penthouses within the new build section. Each of the penthouses will have large roof terraces and excellent southerly views towards the sea. No social housing has to be provided but there is a Section 106 payment specified of £6,750.



## enquiries:

Nick Muston FRICS  
01273 201982  
nickmuston@austingray.co.uk

James Hance AssocRICS  
01273 201983  
jameshance@austingray.co.uk

Price  
£6,000,000





## For Sale by Private Treaty

10 goldsmid road, hove,  
bn3 1qa

freehold ground rent investment

### description

Freehold Ground Rent investment comprising 4 flats in a mid-terraced building.

### schedule

LGF (10a) 1 Bed - Garden	125 yrs from 25 Mar 2012	£150 p.a. rising every 25 yrs - £300 / £600 / £1,200 / £2,400
GFF (10)	99 yrs from 15 Oct 2018	£150 p.a. rising every 33 yrs - £300 / £450
FFF (10)	189 yrs from 25 Mar 1988	Peppercorn
SFF (10)	125 yrs from March 1988	£150 p.a. rising in March 2021 to £300 / £450 / £600 / £750 / £900 every 25 yrs

Copies of Office Copy Entries & Leases available.  
Freeholder manages and insures building.

### offers invited

Subject to serving of Section 5a Notices under the Landlord and Tenant Act 1987 (as amended)



## enquiries:

Stewart Gray FRICS  
stewartgray@austinggray.co.uk  
01273 20 19 88

## For Sale by Private Treaty

mercury house, ham  
road, shoreham,  
bn43 6ew

freehold ground rent investment

### description

A modern purpose built block building comprising 11 flats – all on long 999 year leases.

Current income £2,200 p.a.

### schedule

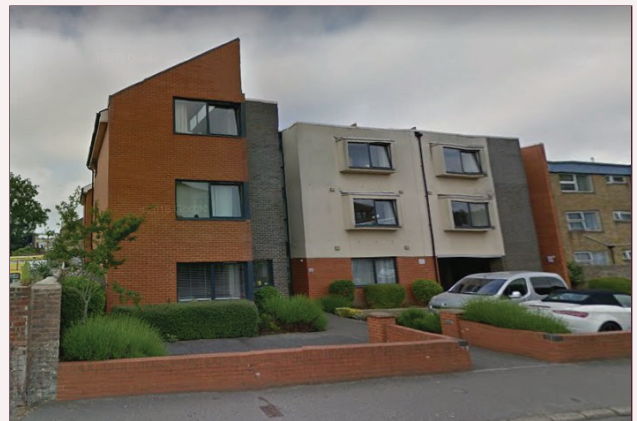
All Flats	999 years from 25 Mar 2010 – 991 years remaining	£200 up to March 2035 rising every 25 years / £400 / £600 and then Fixed @ £600
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Freeholder manages and insures.

OCE and Leases available.

### offers invited

Subject to serving of Section 5a Notices under the Landlord and Tenant Act 1987 (as amended)



## enquiries:

Stewart Gray FRICS  
stewartgray@austinggray.co.uk  
01273 20 19 88

## For Sale by Private Treaty

19 cossington road,  
westcliff-on-sea, ss0 7nj

Freehold Ground Rent Investment

### description

Semi-detached building comprising 5 flats with some parking – 3 x 68 year leases.

### schedule

1: GFF - 1 Bed with parking	99 yrs from 01.09.1987	£50 p.a. increasing to £75 / £100 every 33 years
2: GFF - 1 Bed Garden flat	99 yrs from 01.09.1987	£50 p.a. increasing to £75 / £100 every 33 years
3: FFF - 1 Bed with parking	99 yrs from 01.09.1987	£50 p.a. increasing to £75 / £100 every 33 years
4: FFF - 1 Bed	125 yrs from 01.09.1987	£50 p.a. doubling every 25 years
5: SFF - 1 Bed with parking	189 yrs from 01.09.1987	Peppercorn

Copies of Office Copy Entries & Leases available.  
Freeholder manages and insures building.

### offers invited

Subject to serving of Section 5a Notices under the  
Landlord and Tenant Act 1987 (as amended)



## enquiries:

Stewart Gray FRICS  
stewartgray@austingray.co.uk  
01273 20 19 88

## For Sale by Private Treaty

72 drayton park, london,  
n5 1nd

Freehold ground rent investment

### description

A mid terrace building comprising 5 flats – 3 sold  
off on statutory 189 year leases - with £400 p.a.  
current income, rising as below

### schedule

Flat 1	189 years from 25/03/2003	Peppercorn
Flat 2	99 years from 25/03/2003	£125/£250/£375 & £500 rising every 33 year intervals
Flat 3	189 years from 25/03/2003	Pepeprcorn
Flat 4	125 year from 25/03/2015	£275 / £550 / £825 / £1,100 & £1,375 rising every 25 year intervals
Flat 6	189 years from 25/03/2003	Peppercorn

Copies of Office Copy Entries & Leases available.

RTM in place

### offers invited

Subject to serving of Section 5a Notices under the  
Landlord and Tenant Act 1987 (as amended)



## enquiries:

Stewart Gray FRICS  
stewartgray@austingray.co.uk  
01273 20 19 88

## austin gray

### general auction conditions of sale

#### introduction

The common auction conditions have three main sections:

#### 1. glossary

This gives special meanings to some words used in the rest of the conditions.

#### 2. the conduct of the auction

These conditions regulate the conduct of the auction. If you read our catalogue or attend the auction you do so on the basis that you accept them.

#### 3. conditions of sale

If you buy a lot you will sign a sale memorandum under which you agree to be bound by the conditions of sale that apply to that lot. These conditions are:

- General conditions that apply to all lots
- Any extra general conditions in the catalogue or an addendum
- Special conditions that only apply to the lot you are buying (and which may vary the general conditions).

The conditions are legally binding.

#### 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.

#### 1. glossary

In the 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)

#### 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 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 9.3:

- (a) the date specified in the special conditions, or
- (b) if no date is specified, 28 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 all 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.

## conditions

This glossary, the conditions for the conduct of the auction, the general conditions, any extra conditions and the special 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).

## extra conditions

Any additions to or variations of the conditions that are of general application to all lots.

## general conditions

The conditions so headed.

## interest rate

If not specified in the special conditions, 4% above the base rate from time to time of Barclays Bank Plc.

## 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.

## 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 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

The conditions so headed that relate to the lot.

## tenancies

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

## tenancy schedule

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

## transfer

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

## TUPE

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

## VAT

Value Added Tax or other tax of a similar nature.

## VAT election

An election to waive exemption from VAT in respect of the lot.

## 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.

## 2. the conduct of the auction

The catalogue is issued only on the basis that you accept these auction 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.

### our role

As agents for each seller we have authority to:

- Prepare the catalogue from information supplied by or on behalf of each seller
- Offer each lot for sale
- Sell each lot
- Receive and hold deposits
- Sign each sale memorandum
- Treat a contract as repudiated if the buyer fails to sign a sale memorandum or pay a deposit as required by the conditions.

Our decision on the conduct of the auction is final. We may cancel the auction, withdraw lots from sale, or alter the order in which lots are offered for sale. We may also combine or divide lots. 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.

### bidding and reserve prices

We may refuse to accept a bid. We do not have to explain why. If there is a dispute over bidding we are entitled to resolve it, and our decision is final. Unless stated otherwise each lot is subject to a reserve price. If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction.

Where there is a reserve price the seller may bid (or ask us or another agent to bid 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. A reserve price maybe subject to change right up to the moment of the auction but any changes will be featured on the addendum and announced from the rostrum.

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.

### the particulars and other information

We have taken reasonable care to prepare particulars that correctly describe each lot. However the particulars are based on information supplied by or on behalf of the seller and we are not responsible for errors. You need to check that the information in the particulars is correct.

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

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

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

### the contract

A successful bid is one we accept as such. If you make a successful bid for a lot you are obliged to buy that lot on the terms of the sale memorandum. The price will be the amount you bid plus VAT (if applicable). You must before leaving the auction:

- Provide all information we reasonably need from you to enable us to complete the sale memorandum (including proof of your identity that complies with money laundering regulations)
- Sign the completed sale memorandum and
- Pay the deposit

and if you do not we may either:

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

All lots will be subject to a Administration Fee of 0.3% (0.25% +VAT) of the sale price, subject to a minimum of £660 (£550 +VAT) per property unless specified otherwise in the Special Conditions Sale.

Deposits must be paid by cheque or by bankers' draft drawn in our favour on a UK clearing bank or building society. The catalogue states whether we also accept cash, or debit or credit cards. We may retain the sale memorandum signed by or on behalf of the seller until we receive the deposit in cleared funds.

If you make a successful bid for a lot:

- You are personally liable to buy it even if you are acting as an agent. It is your responsibility to obtain an indemnity from the person for whom you are the agent
- Where the buyer is a company you warrant that the buyer is properly constituted and able to buy the lot
- If the buyer does not comply with its obligations under the contract you are personally liable to buy the lot and must indemnify the seller in respect of any loss the seller incurs as a result of the Buyer's default.

### extra auction conduct conditions

Despite any special condition to the contrary the minimum deposit we accept is £3000 (or the total price, if less). A special condition may, however, require a higher minimum deposit.

## 3. general conditions

The general conditions apply except to the extent that they are varied by extra conditions, the special conditions or by an addendum.

### 1. the lot

- 1.1 The lot, including any rights granted and reserved, is described in the special conditions. or if not so described the lot is that referred to in the sale memorandum.
- 1.2 The lot is sold subject to all subsisting tenancies, but otherwise with vacant possession on completion.
- 1.3 The lot is sold subject to all matters contained or referred to in the documents (except financial charges: these the seller must discharge on or before completion) and 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
- (i) anything the seller does not and could not reasonably know about

and where any such matter would expose the seller to liability the buyer is to comply with it and indemnify the seller against liability.

- 1.4 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.
- 1.5 The lot does not include any tenant's or trade fixtures or fittings.
- 1.6 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.
- 1.7 The buyer buys with full knowledge of:
  - (a) the documents whether or not the buyer has read them
  - (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.
- 1.8 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

## 2. deposit

- 2.1 The amount of the deposit is the greater of:
  - (a) any minimum deposit stated in the catalogue (or the total price, if this is less than that minimum) and
  - (b) 10% of the price exclusive of VAT subject to a minimum of £3000
- 2.2 The deposit:
  - (a) must be paid to the auctioneers by cheque or banker's draft drawn on a UK clearing bank or building society (or any such other means of payment as they accept)
  - (b) IS TO BE HELD AS AGENT FOR THE SELLER UNLESS THE SPECIAL CONDITIONS PROVIDE THAT IT IS TO BE HELD AS STAKEHOLDER.
- 2.3 Where the auctioneers hold the deposit as stakeholder they are authorised to release it and any interest on it to the seller on completion or, if completion does not take place, to the person entitled to it under the conditions.
- 2.4 If a cheque for the deposit is not cleared on first presentation the seller is entitled to treat the contract as at an end and bring a claim against the buyer for breach of contract.
- 2.5 Interest earned on the deposit belongs to the seller unless the conditions provide otherwise.

## 3. Between contract and completion

- 3.1 Unless the special conditions state otherwise, 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;
- 3.2 No damage to or destruction of the lot or any deterioration in its condition, however caused, entitles the buyer to any reduction in price, or to delay completion, or to refuse to complete.
- 3.3 Section 47 of the Law of Property Act 1925 does not apply.
- 3.4 Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion.

## 4. title and identity

- 4.1 Unless general condition 4.2 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 following the contract date.
- 4.2 The buyer may raise no requisition or objection to any documents made available before the auction but in relation to any of the documents that is not available before the auction the following provisions apply:
  - (a) 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 of all documents noted on the register that affect the lot
  - (b) 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 15 years old) and must produce to the buyer the original or an examined copy of every relevant document
  - (c) 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.
  - (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.
- 4.3 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.
- 4.4 The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract.
- 4.5 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.
- 4.6 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.

## 5. transfer

- 5.1 Unless a form of transfer is set out in 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 5.2 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.
- 5.2 If the seller remains liable in any respect in relation to the lot (or a tenancy) following completion the buyer is specifically to covenant to the transfer to indemnify the seller against that liability.
- 5.3 The seller cannot be required to transfer the lot to anyone other than the buyer, or by more than one transfer.

## 6. completion

- 6.1 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. COMPLETION IS 28 DAYS FROM THE DATE OF THE AUCTION UNLESS VARIED.
- 6.2 The amount payable on completion is the balance of the price adjusted to take account of apportionments plus (if applicable) VAT and interest.
- 6.3 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 AGENT FOR THE VENDOR.
- 6.4 Unless the seller and the buyer otherwise agree completion takes place when both have complied with their obligations under the contract and the total payment is unconditionally received in the seller's conveyancer's client account.
- 6.5 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.
- 6.6 Where applicable the contract remains in force following completion.

## 7. notice to complete

- 7.1 The seller or the buyer may on or after the agreed completion date but before completion give the other notice to complete within 10 business days (excluding the date on which the notice is given) making time of the essence.
- 7.2 The person giving the notice must be ready to complete.
- 7.3 If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has,
  - (a) rescind the contract
  - (b) claim the deposit and any interest on it if held by THE AGENT FOR THE VENDOR
  - (c) forfeit the deposit and any interest on it
  - (d) re-sell the lot and
  - (e) claim damages from the buyer.
- 7.4 If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has:
  - (a) rescind the contract and
  - (b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.

## 8. if the contract is brought to an end

- 8.1 If the contract is rescinded or otherwise 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
  - (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 general condition 7.3.

## 9. landlord's licence

- 9.1 Where the lot is leasehold land and licence to assign is required this condition applies.
- 9.2 The contract is conditional on that licence being obtained, by way of formal licence if that is what the landlord can lawfully require.
- 9.3 The agreed completion date is to be not earlier than the date five business days after the seller has given notice to the buyer that the licence has been obtained.
- 9.4 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.
- 9.5 The buyer must:
  - (a) promptly provide references and other relevant information, and
  - (b) comply with the landlord's lawful requirements.
- 9.6 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) by notice to the other rescind the contract at any time before licence is obtained. Rescission is without prejudice to the claims of either seller or buyer for breach of this condition 9.

## 10. interest and apportionments

- 10.1 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.
- 10.2 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.
- 10.3 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.

In which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.

### 10.4 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 a period of less than a year accrues at an equal daily rate during the period to which it relates
- (c) where the amount to be apportioned is not known at completion apportionment is to be made by reference to the best estimate then available 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
- (d) rent payable in arrears for a period that includes the day of apportionment is to be apportioned for that period as if paid in advance.

## 11. arrears

### Part 1 Current rent

- 11.1 "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.
- 11.2 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.
- 11.3 Parts 2 and 3 of this condition 11 do not apply to arrears of current rent.

### Part 2 Buyer to pay for arrears

- 11.4 Parts 2 of this condition 11 applies where the special conditions give details of arrears.
- 11.5 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.
- 11.6 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

- 11.7 Part 3 of this condition 11 applies where the special conditions:
  - (a) so state; or
  - (b) give no details of any arrears.
- 11.8 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, distrain 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 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 this condition 11.
- 11.9 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.

## 12. management

- 12.1 This condition applies where the lot is sold subject to tenancies.
- 12.2 The seller is to manage the lot in accordance with its standard management policies pending completion.
- 12.3 Unless set out in the special conditions the seller must consult the buyer on all management issues that would affect the buyer after completion, such as an application for licence or a rent review under a tenancy, 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.

### 13. rent deposits

- 13.1 This condition applies where the seller is holding or otherwise entitled to money by way of rent deposit in respect of a tenancy. In this condition 'rent deposit deed' means the deed or other document under which the rent deposit is held.
- 13.2 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.
- 13.3 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 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.

### 14. VAT

- 14.1 Where the conditions require money to be paid the payer must also pay any VAT that is chargeable on that money, but only if given a valid VAT invoice.
- 14.2 Where the special conditions state that no VAT election 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.

### 15. transfer as a going concern

- 15.1 Where the special conditions so state the seller and the buyer intend the sale to be treated as a transfer of a going concern and this condition applies.
- 15.2 The seller confirms that the seller or a company in the same VAT group:
- (a) is registered for VAT either in the seller's name or as a member of the same VAT group; and
  - (b) has, where necessary, made in relation to the lot, a VAT election that remains valid and will not be revoked before completion.
- 15.3 The buyer:
- (a) is registered for VAT, either in the buyer's name or as a member of a VAT group
  - (b) has made, or will make before completion, a VAT election 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.
- and if it does not produce the relevant evidence at least two business days before the agreed completion date, general condition 14.1 applies at completion.
- 15.4 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 14.1 applies at completion.
- 15.6 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 and
  - (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 15, the buyer must pay and indemnify the seller against all costs, interest, penalties or surcharges that the seller incurs as a result.

### 16. capital allowances

- 16.1 This condition applies where the special conditions state that there are capital allowances available in respect of the lot.
- 16.2 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.
- 16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the special conditions.
- 16.4 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, and
- (b) to submit the value specified in the special conditions to HM Revenue & Customs for the purposes of their respective capital allowance computations.

### 17. maintenance agreements

- 17.1 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.
- 17.2 The buyer must assume, and indemnify the seller in respect of, all liability under such contracts from the actual completion date.

### 18. landlord and Tenant Act 1987

- 18.1 This condition applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.
- 18.2 Unless the special conditions state otherwise 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.

### 19. sale by practitioner

- 19.1 This condition applies where the sale is by a practitioner as agent of the seller.
- 19.2 The practitioner has been duly appointed and is empowered to sell the lot.
- 19.3 The practitioner and the practitioner's partners and staff have no personal liability in connection with the sale or the performance of the seller's obligations. The transfer is to include a declaration excluding the personal liability of the practitioner and of the practitioner's partners and staff.
- 19.4 The lot is sold:
- (a) in its condition at completion
  - (b) whether or not vacant possession is provided
  - (c) for such title as the seller may have and
  - (d) with no title guarantee
- and the buyer has no right to rescind the contract or any other remedy if information provided about the lot is inaccurate, incomplete or missing.
- 19.5 Where relevant:
- (a) the documents must include certified copies of the charge under which the practitioner is appointed, the document of appointment by the lender 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.
- 19.6 The buyer understands this condition 19 and agrees that it is fair in the circumstances of a sale by a practitioner.

### 20. TUPE

- 20.1 Unless the special conditions state that TUPE applies then the seller warrants that there are no employees whose contracts of employment will transfer to the buyer on completion.
- 20.2 If the special conditions state that TUPE applies then:
- (a) the seller has informed the buyer of those employees whose contracts of employment will transfer to the buyer on completion. 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 the those employees after completion.

### 21. environmental

- 21.1 This condition only applies where the special conditions so provide.
- 21.2 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.
- 21.3 The buyer agrees to indemnify the seller in respect of all liability for or resulting from the environmental condition of the lot.

### 22. service charge

- 22.1 This condition applies where the lot is sold subject to tenancies that include service charge provisions.
- 22.2 No apportionment is to be made at completion in respect of service charges.



- 22.3 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.
- 22.4 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, and in respect of payments on account that are still due from a tenant condition 11 (arrears) applies.
- 22.5 In respect of service charge expenditure that is not attributable to any tenancy the seller must pay any incurred in respect of the period before actual completion date and the buyer must pay any 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.
- 22.6 If the seller holds any reserve or sinking fund on account of future service charge expenditure:
- (a) the seller must assign 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.

## 23. rent reviews

- 23.1 This condition 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.
- 23.2 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.
- 23.3 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.
- 23.4 The seller must:
- (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.
- 23.5 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.
- 23.6 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 which relates to the seller's period of ownership within five business days of receipt of cleared funds.
- 23.7 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.
- 23.8 The seller and the buyer are to bear their own costs in relation to rent review negotiations and proceedings.

## 24. tenancy renewals

- 24.1 This condition 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.
- 24.2 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.
- 24.3 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.

24.4 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.
- (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.

24.5 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.

## 25. warranties

25.1 Available warranties are listed in the special conditions.

25.2 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
- (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.

25.3 If a warranty is not assignable the seller must on completion:

- (a) hold the warranty on trust for the buyer
- (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.

## 26. 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.

## 27. registration at the Land Registry

27.1 This condition 27.1 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.

27.2 This condition 27.2 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.

## 28. notices and other communications

28.1 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.

28.2 A communication may be relied on it:

- (a) delivered by hand; or
- (b) made electronically and personally acknowledged (automatic acknowledgement does not count);
- (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.

28.3 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.

28.4 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.

## 29. 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.



## Money Laundering

In accordance with the Money Laundering Regulations 2007 we must verify your name and residential address. One document from each list below is required

### Evidence of Address

- Most recent mortgage statement
- Current Local Authority Council Tax Bill
- Tenancy Agreement
- Bank/Building Society Statement
- Utility Bill (Not mobile phone)

### Evidence of Identity

- Current full signed passport
- Resident permit issued to EU Nationals by the Home Office
- Current UK/EU Photo Driving Licence
- Inland Revenue Tax Notification
- Firearms Certificate

1. If you are bidding on behalf of another party you will need to provide documents as above for both yourself and the buyer plus a valid letter of authority authorising you to bid on the Buyers behalf.
2. If you are bidding on behalf of a company as well as the above we will also require a written authority letter from the company and evidence of the company i.e. company registration certificate or VAT bill, or proof that you are a director of the company such as a letter from Companies House being in your name.
3. You should be aware when signing on behalf of another party you will be responsible for fulfilment of the contract should the named purchaser fail to complete.

# sale memorandum

Date.

The lot.

seller

Name.

Address.

sellers  
conveyancer

Company.

Contact.

Address.

buyer

Name.

Address.

buyers  
conveyancer

Company.

Contact.

Address.

The price (excl. any VAT) £

Deposit paid £

Balance due on completion £

The seller agrees to sell and the buyer agrees to buy the lot for the price. This agreement is subject to the conditions so far as they apply to the lot.  
We acknowledge receipt of the deposit.

Signed by the buyer

Signed by Austin Gray  
on behalf of the seller

The completion date will be    days after exchange of contracts unless  
otherwise stated in the Special Conditions of Sale.

#### notice to all bidders

1. The attention of prospective bidders is drawn to the General and Special Conditions of Sale relating to the properties. Special Conditions are available on request.
2. Prospective bidders shall be deemed to have inspected the relevant property and made all usual and necessary searches and enquiries with all relevant authorities and bodies.
3. The successful bidder is under a binding contract as soon as the auctioneer's hammer falls on his/her bid. Immediately thereafter the buyer is required to hand to the auctioneer's clerk a note of his/her name and address and that of his/her solicitors and to sign a memorandum of contract and to pay the required deposit before leaving the auction room.
4. If a person attending the sale intends to bid on behalf of another person or company, he/she shall, before the sale commences, hand to the auctioneer a note of the name and address of that person or company, failing which the auctioneer shall be entitled, at any time prior to the completion, to take the bidder as the contractual buyer whether or not the auction contract was signed for or on behalf of some other person or company.
5. The auctioneers reserve the right to hold the memorandum of contract by them on behalf of the seller until a buyers cheque for the deposit has been cleared.
6. Any amendments to the details within the catalogue will be shown on an addendum sheet prior to the auction.
7. The particulars are intended to give outline descriptions of the properties and their accuracy is not guaranteed. Neither the auctioneers nor their employees either seek to give any warranties as to condition or size or any other matter or have any authority to give such warranties on behalf of the vendors. Room measurements are approximate and are only intended as general requirements.
8. Buyers must satisfy themselves on all matters by their own inspections.
9. Services and appliances have not been tested by Austin Gray (or any joint agent), and therefore prospective bidders should obtain their own verification as to condition / working order.
10. There is an Administration Fee applicable of 0.3% (0.25% plus VAT) of the hammer price, subject to a minimum of £660 (£550 plus VAT) per lot and this must be paid separately to the 10% deposit at the time of signing the contract.
11. Each lot is sold subject to the Common Auction Conditions drawn up by the Royal Institution of Chartered Surveyors (Edition 3 - September 2009), shown at the back of this catalogue.
12. Bidders are also required to register. Registration commences one hour prior to the start of the sale. If you do not have a registration form, please contact the auction department as soon as possible.

#### anti-money laundering regulations

1. In order to comply with Anti-Money Laundering regulations we ask that all prospective purchasers provide Proof of Identity and Residence, such as a passport or photographic UK driving licence and a recent utility bill, bank statement or council tax bill.

2. We may also carry out Electronic AML checks on successful buyers and remote bidders. This will 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

#### deposit

1. The minimum deposit to pay for an auction lot is £3000.
2. We do not accept credit cards.

#### legal documentation

1. The legal documentation has been supplied by the seller's conveyancer, or the seller. If package received is incomplete you will be sent a notification via email when any further documents have been uploaded.
2. It is your responsibility to view all supplementary information and documentation provided prior to the auction
3. We strongly advise prospective purchasers to have made full legal enquiries and take solicitors advice on all matters prior to bidding.
4. The legal documents may be subject to changes and if this should occur these will be announced on the auction day on our addendum sheet. Please take care to read this on the day as this may affect your bidding on a particular property. The addendum sheet will form part of the contract.

#### telephone bidding

For details of our Terms and Conditions for Remote Bidding please see our website or contact the auctioneer's office.

#### viewings

1. We have arranged block viewings for each of the lots. We will arrive promptly at the allotted time and if nobody shows up we will leave after 10 minutes. All viewings are to be strictly accompanied by a representative of Austin Gray at the set times as stated in our viewing sheet.
2. Please contact our offices for details of viewing times. Please note that the auction department is open for enquiries between 9.00am and 6.00pm, Monday to Friday. We regret that enquiries cannot be answered at weekends.

#### pre-auction offers

1. Offers will only be considered if the lot has been viewed and the legal pack has been inspected. Pre-auction bids are on the basis of an immediate exchange of auction contracts upon acceptance by the vendor, with the buyer providing a full 10% deposit and payment of the administration fee.
2. Please check the availability of a lot to avoid wasted time and expense.

