

# AUCTION HOUSE

LINCOLNSHIRE, NORTH  
NOTTS & SOUTH YORKS

**Thursday 6th December  
2018**

**6.30pm**

Gainsborough Golf Club  
Belt Road  
Thonock Hill  
Gainsborough  
DN21 1PZ



Picture Courtesy of Gainsborough Heritage Centre

# AUCTION VENUE

**Thursday 6th December  
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## LEGAL PACKS



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

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

**AUCTION  
HOUSE**

[auctionhouse.co.uk](http://auctionhouse.co.uk)

[auctionhouse.co.uk/lincolnshire](http://auctionhouse.co.uk/lincolnshire)



# AUCTION MANAGER'S MESSAGE



**GUY LEEDER**

AUCTION MANAGER



**DANIELLE KINCH**

AUCTION COORDINATOR



**MARTIN G. THOMSON**

AUCTIONEER



**A. IAN WILLOWS**

AUCTIONEER

## Welcome to our December auction.

In what will be our final auction of the year, I am pleased to present our largest auction catalogue of 2018. We have seen consistent growth throughout the year with more than a 100% increase in lots since the February sale. This has been a real focus of mine, with the firmly held belief that the unique environment of the auction room provides such an effective and secure sale process. We have successfully expanded our network of introducing agents throughout the 4 counties we cover, and I am grateful of their shared enthusiasm and faith in the traditional auction route. I am optimistic of raising in excess of £5,000,000 for our clients this year, and this sale typifies the wide and varied range of suitable lots.

We have lots across Lincolnshire, South Yorkshire and North Nottinghamshire ranging from typical buy-to-let investment stock, to arable and agricultural opportunities. A fully equipped and trading freehold butchers shop is a rare entry, along with a number of redevelopment sites and projects, building plots and even a former bookmakers shop on its own plot.

We are currently taking lots for our February sale (and beyond), so if you have something to sell or are looking to purchase via auction, please speak with myself or a member of the team.

We would like to take this opportunity to wish all of our clients, old and new, a very happy Christmas and prosperous New Year.

### **We are now taking lots for our February Auction, a wide range of property types sell well at auction**

There are many different types of property that sell well at Auction, and if you have one that falls into any of these categories you certainly should consider the Auction route.

Properties for Improvement • Tenanted Properties • Residential Investments • Building Land / Development Propositions  
Mixed Use Properties • Commercial Investments • Unique Properties • Paddock, Arable and Amenity Land

If it is property or land that is surplus to requirements, the likelihood is that we could find a buyer at Auction. If it has a value, and is worth marketing, it is worth considering a disposal by Auction.

Contact the Auction Team to discuss any aspect of buying / selling property or land at auction

**We are now taking entries for our next auction. Please call 01427 616436**

# AUCTION INFORMATION



**Administration Charge** Purchasers will be required to pay by cheque, an administration charge of £600.00 (£500.00 + VAT) or the fixed figure as stated in the property details, in addition to the deposit. A VAT receipt will be issued after the auction.



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



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



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



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



**Deposit** When you sign the Memorandum of Sale you will be asked to pay a deposit of 10% of the purchase price subject to a minimum deposit of £2,000. Deposits can only be paid by electronic bank transfer, bankers draft, personal cheque, debit card or building society cheque. 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/lincolnshire](http://www.auctionhouse.co.uk/lincolnshire).



**\*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.

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

# ORDER OF SALE

**Thursday 6th December 2018 6.30pm**

Gainsborough Golf Club, Thonock Hill, Gainsborough DN21 1PZ

LOT	ADDRESS	*GUIDE PRICE	LOT TYPE
1	2 Donnington Street, Grimsby, Lincolnshire	£36,000+	Residential
1A	7 High Street, Gainsborough, Lincolnshire	£25,000	Residential Investments
2	145 Patrick Street, Grimsby, Lincolnshire	SOLD PRIOR	Residential for Improvement
2A	151 Welholme Road, Grimsby, Lincolnshire	£32,500	Residential for improvement
3	41 Caistor Drive, Grimsby, Lincolnshire	£35,000 - £45,000	Residential for Improvement
4	120 Elsenham Road, Grimsby, Lincolnshire	SOLD PRIOR	Residential for Improvement
4A	45 Gilbey Road, Grimsby, Lincolnshire	£25,000	Residential for improvement
5	282 Wellington Street, Grimsby, Lincolnshire	£7,500 - £12,500	Commercial
6	Oxley's Butchers, 58 Melrose Road, Gainsborough, Lincolnshire	£75,000 - £85,000	Commercial
7	26 Kings Crescent, Edlington, Doncaster, South Yorkshire	£30,000 - £35,000	Residential for Improvement
7A	19 Arnold Avenue, Barnsley, South Yorkshire	£55,000	Residential for improvement
8	63 Heaton Street, Gainsborough, Lincolnshire	£65,000 - £85,000	Commercial Investment
9	4 Main Road, Langworth, Lincoln, Lincolnshire	£135,000 - £155,000	Residential for Improvement
10	112/114 Trinity Street, Gainsborough, Lincolnshire	£150,000 - £180,000	Mixed Use Investment
11	Workshop/Building, Carr Lane, Blyton, Lincolnshire	£20,000 - £25,000	Redevelopment
12	Building Plot, Adjoining 44 Willingham Road, Knaith Park, Gainsborough, Lincolnshire	£60,000 - £70,000	Plots/Building Land
13	Land & Lock Up, Rear of: 1 Brooke Street, Doncaster, South Yorkshire	£5,000 - £15,000	Amenity Land
14	Residential Development Site, Off North Moor Drive/High Street, Walkeringham, Doncaster, South Yorkshire	Circa £500,000	Building Land
14A	Station House, North Howden, Goole, East Riding of Yorkshire	£100,000	Residential Investments
15	The Fanny Marshall Institute, 49 Church Street, Gainsborough, Lincolnshire	£50,000 - £75,000	Redevelopment
16	2 East Parade, Whitwell, Worksop, Nottinghamshire	£180,000 - £220,000	Residential for Improvement
17	Greens Amusements, The Esplanade, Chapel St. Leonards, Skegness, Lincolnshire	£275,000 - £325,000	Commercial Investment
18	102 Sincil Bank, Lincoln, Lincolnshire	£85,000 - £90,000	Residential for Improvement
19	The Paddocks, King Edward Street, Belton, Doncaster, South Yorkshire	£140,000 - £185,000	Residential for Improvement
19A	19 Marlborough Street, Gainsborough, Lincolnshire	£40,000 - £50,000	Residential for improvement
20	47 Lea Road, Gainsborough, Lincolnshire	£55,000 - £65,000	Residential Investment
21	Lordship of the Manor of, Walkeringham, Doncaster, South Yorkshire	Circa £10,000	Title
22	6.84 Acres Arable/Grass Land, Apy Hill Lane, Tickhill, Doncaster, South Yorkshire	£50,000 - £60,000	Agricultural/Amenity Land
23	7.16 Acres or Thereabouts Grass Field, Cow Lane, Upton, Gainsborough, Lincolnshire	£40,000 - £50,000	Agricultural

**\*Description on Auction Information page**



## 2 Donnington Street, Grimsby, Lincolnshire DN32 9EN

**\*GUIDE PRICE: £36,000+ (plus fees)**



### Situation:

The property is situated on Donnington Street, a popular and central area amongst other properties of a similar style. Grimsby town centre is a short distance and offers a wealth of facilities and amenities and good access to the M180 motorway network.

### Description:

A traditionally constructed, bay-fronted end terrace house, offered for sale in reasonable order throughout, with the benefit of PVCu double glazing. The property would be ideal for both investors and owner occupiers alike and internal inspection is recommended.

**Accommodation:** PVCu Front entrance door into:

**Hallway:** Radiator, stairs to first floor landing and door to:

**Dining Room:** 4.00m x 3.43m

PVCu double glazed window to rear elevation, archway to:

**Sitting Room:** 2.93m x 3.43m

PVCu double glazed bay window to front elevation, radiator.

**Kitchen:** 4.15m x 2.40m

PVCu double glazed window to side elevation, wooden door to side, range of wall and floor units with complementary roll edge worktops with inset circular sink and drainer unit, space for cooker, washing machine and integrated fridge.

**Bathroom:** PVCu double glazed window to rear, radiator, low level flush wc, pedestal wash hand basin, panel bath and tiled floor and walls.

### First floor:

**Tenure:** Freehold

**Local Authority:** North East Lincolnshire Council

**Solicitors:** Eversheds, 1 Callaghan Square, Cardiff, CF10 5BT. Tel: 02920 478052.

**Energy Performance Certificate (EPC):** Current Rating G

**Viewing:** Strictly by appointment with Auction House.

**Bedroom:** 4.00m x 3.44m

PVCu double glazed window to front elevation, radiator.

**Bedroom:** 3.07m x 3.40m

PVCu double glazed window to rear elevation, radiator, access to loft

**Bedroom:** 3.03m x 2.45m

PVCu double glazed window to rear elevation, radiator

**Outside:** To the front of the property is an enclosed buffer garden, to the rear is an enclosed garden with workshop.

**Please Note:** The buyer will be required to pay the exchange deposit from cleared funds.

### Additional Fees

**Buyer's Premium:** £1140 inc VAT payable on exchange of contracts.

**Administration Charge:** £600 inc VAT payable on exchange of contracts.

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

## 7 High Street, Gainsborough, Lincolnshire DN21 1BH

**\*GUIDE PRICE: £25,000 (plus fees)**



### Situation

The property is situated on High Street, Gainsborough a central area of this popular Lincolnshire Market town. High Street is a short distance from the town centre and the Marshalls Yard Retail and Leisure complex which has proved hugely beneficial for Gainsborough over the last decade. The town itself offers excellent commuter opportunities to Scunthorpe, Retford, Worksop, Doncaster and the City of Lincoln.

### Description

A traditionally constructed mid terrace house, offered for sale in need of a scheme of improvement works throughout providing the perfect opportunity for the investor in the buy to let market. Viewings are highly recommended.

### Sitting Room: 10'11 x 13'3 maximum

Front Entrance door, upvc double glazed window to the front elevation, radiator.

### Doorway to:

### Dining Kitchen: 13'3 maximum x 8'1

Upvc double glazed window to the rear elevation, range of fitted wall and floor units, radiator, timber door to rear garden.

**Tenure:** Freehold

**Local Authority:** West Lindsey District Council

**Solicitors:** Ascent, One St Peter's Square, Manchester, M2 3AF. Tel: 0161 838 3105

**Energy Performance Certificate (EPC):** Current Rating G

**Viewing:** Strictly by appointment with Auction House.

### Stairs to: First Floor Landing

### Timber door to:

### Bedroom 1: 13'3 maximum x 9'10

Upvc double glazed window to the front elevation, radiator,

### From the Landing Timber door to:

**Bedroom 2:** 5'3 x 9'2 Upvc double glazed window to the rear elevation, radiator.

### From the Landing doorway to:

**Bathroom:** Low level flush w.c., plumbing for wash hand basin and bath, upvc double glazed opaque glass window to the rear elevation, partially tiled walls.

### Externally

To the rear of the property is an enclosed rear garden.

**Please Note:** The buyer will be required to pay the exchange deposit from cleared funds.

### Additional Fees

**Buyers Premium:** £1020 inc VAT payable on exchange of contracts.

**Administration Charge:** £600 inc VAT payable on exchange of contracts.

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



## 145 Patrick Street, Grimsby, Lincolnshire DN32 9PQ

\*GUIDE PRICE: **£39,000 - £45,000** (plus fees)



### Situation:

The property is situated on Patrick Street, Grimsby, a popular and central area of Grimsby, close to the town centre and local amenities, surrounded by other properties of a similar style. The town itself offers a wealth of facilities and excellent access to the M180/A15 road network.

### Description:

A traditionally constructed end of terrace house, offered for sale in need of some cosmetic improvements throughout, but providing excellent accommodation and the perfect opportunity for both investors and owner occupiers alike.

At the time of preparing these details, no internal inspection was possible however we are led to believe that the property comprises: Lounge, Dining Room, Kitchen, Utility, WC, 3 Bedrooms and Bathroom, and has the benefit of gas fired central heating and partial uPVC double glazing.

**Tenure:** Freehold

**Local Authority:** North East Lincolnshire Council

**Solicitors:** Bude Nathan Iwanier LLP, 1-2 Temple Fortune Parade, Bridge Lane, London, NW11 0QN. Tel: 0208 2092482. Ref: Samuel Iwanier.

**Energy Performance Certificate (EPC):** Current Rating E

**Possession:** Vacant possession will be given on completion.

### Additional Fees

**Administration Charge:** £600 inc VAT payable on exchange of contracts.

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



# 151 Welholme Road, Grimsby, Lincolnshire DN32 9LR

\*GUIDE PRICE: **£32,500** (plus fees)



## Situation:

The property is situated on Welholme Road, Grimsby a popular and central area of this North East Lincolnshire town. Grimsby itself offers a wealth of facilities and amenities and good access to the M180 and motorway network.

## Description:

A traditionally constructed bay fronted mid terrace house, offered for sale in need of improvement works throughout but benefiting from very well proportioned accommodation. An internal viewing is highly recommended to appreciate the scope this property has to offer.

## Entrance Porch:

Timber and glazed front entrance door to entrance porch, further timber and glazed door into:

**Entrance Hallway:** Radiator, timber door to:

**Sitting Room:** 12'7 x 15'10 maximum

Upvc double glazed bay window to the front elevation, radiator.  
Open fire hearth, timber and glazed double doors to:

**Dining Room:** 10'4 maximum x 12'11

With upvc double glazed window to the rear elevation, radiator.

**From the Entrance Hallway doorway to:**

**Breakfasting Room/Family Room:** 10'5 x 12'10

Upvc double glazed window to the side elevation, plumbing for radiator, opening to:

**Kitchen:** 11'0 x 10'5

Upvc double glazed windows to the side and rear elevations, timber and

glazed door opening to the rear of the property. Range of partially fitted kitchen units at floor level and doorway opening to:

**Utility:** With windows to side and rear elevation, floor mounted boiler and timber door to:

**Downstairs w.c.:** In need of suite.

**From the Entrance Hallway stairs rising to the first floor half landing:**

**Bedroom:** 10'5 x 13'5

Upvc double glazed window to the side and rear elevation.

**Bathroom:** Upvc double glazed opaque glass window to the side elevation, suite comprising: low level flush w.c., pedestal wash hand basin and corner bath unit with electric shower over.

**Stairs rising to the Landing with doors to:**

**Bedroom 1:** 15'1 x 12'10

2 x Upvc double glazed windows to the front elevation, radiator.

**Bedroom 2:** 13'0 x 10'6

Upvc double glazed window to the rear elevation, radiator.

**Externally:** To the front of the property is an enclosed garden area. To the rear of the property is a further area of enclosed garden mainly laid to lawn with brick built storage shed to the rear.

**Please Note:** The buyer will be required to pay the exchange deposit from cleared funds.

**Tenure:** Freehold

**Local Authority:** North East Lincolnshire Council

**Solicitors:** Hamlins LLP, Roxburghe House, 273 - 287 Regent Street, London, W1B 2AD. Tel: 02033 705 417. Ref: Christopher Abboud.

**Energy Performance Certificate (EPC):** Current Rating F

**Viewing:** Strictly by appointment with Auction House.

## Additional Fees

**Buyer's Premium:** £1020 inc VAT payable on exchange of contracts.

**Administration Charge:** £600 inc VAT payable on exchange of contracts.

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

## 41 Caistor Drive, Grimsby, Lincolnshire DN33 1LE

\*GUIDE PRICE: **£35,000 - £45,000** (plus fees)



### Situation:

The property is situated on Caistor Drive, Grimsby, a popular central area of this North East Lincolnshire town offering good access to the town centre as well as other local amenities. Grimsby offers a wide range of facilities and amenities including Freshney Place shopping centre as well as good access to the M180 motorway network.

### Description:

A well proportioned three bedroom mid terrace house requiring a scheme of improvement works. The property provides the ideal opportunity for investors and developers alike and an internal viewing is recommended.

**Entrance Hallway:** Front Entrance door, double panelled radiator, stairs rising to first floor, timber door to:

**Sitting Room:** 10'4 x 17'9 uPVC double glazed windows to the front and rear elevation, radiator.

**Dining Room:** 8'0 x 8'11 Upvc double glazed window to the front elevation, radiator. From the Dining Room timber door to:

Inner Hallway with access to:

Former w.c: With plumbing but no suite.

From Inner Hallway doorway leading to:

**Kitchen:** 12'3 x 9;4 Upvc double glazed window and upvc double glazed door to the rear of the property. The kitchen currently has no units.

### First Floor Landing:

Upvc double glazed window to the rear elevation, radiator, airing cupboard with gas combination boiler. Doors to:

**Bedroom 1:** 10'6 x 12'1 Upvc double glazed window to the front elevation, radiator.

**Bedroom 2:** 8'1 x 16'5 maximum Upvc double glazed window to the front elevation, radiator.

**Bedroom 3:** 11'9 x 9'6 Upvc double glazed window to rear elevation, radiator,

**Bathroom:** With upvc double glazed opaque glass window, suite comprising: low level flush w.c., pedestal wash hand basin, panelled bath with fully tiled walls and heated towel rail.

**Externally:** To the front of the property is a garden which currently provides parking for one vehicle and to the rear is an enclosed rear garden with a range of brick built outhouses with power and light.

**Tenure:** Freehold

**Local Authority:** North East Lincolnshire Council

**Solicitors:** TBC,

**Energy Performance Certificate (EPC):** Current Rating TBC

**Possession:** Vacant possession will be given on completion.

**Viewing:** Strictly by appointment with Auction House.

### Additional Fees

**Administration Charge:** £600 inc VAT payable on exchange of contracts.

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





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## 120 Elsenham Road, Grimsby, Lincolnshire DN31 2QT

\*GUIDE PRICE: **£30,000 - £35,000** (plus fees)



### Situation

The property is situated on Elsenham Road, Grimsby amongst other properties of a similar style. Elsenham Road offers excellent access to the M180 and motorway networks as well as Immingham Docks and the centre of Grimsby itself. Grimsby offers a wealth of facilities and amenities of retail and leisure.

### Description

A traditionally constructed three bedroom mid terrace house offered for sale in good cosmetic and decorative order throughout and would provide the ideal opportunity for buy to let investors and first time buyers alike. The property comprises: Entrance Hall, Sitting Room, Kitchen, Bathroom, 3 double Bedrooms and enclosed rear garden. An internal viewing is highly recommended to appreciate the condition of the property.

### Entrance Hallway:

Upvc double glazed front entrance door, further timber and glazed door into:

### Sitting Room: 13'8 max x 25'5 max

Upvc double glazed window to the front elevation, 2 x radiators, upvc double glazed window to the rear elevation, timber and glazed door to the:

### Kitchen: 8'7 x 11'7

With additional understairs storage area, fully tiled floor, radiator, upvc double glazed window to the side elevation, range of fitted floor and wall units with complementary roll edged work surfaces, stainless steel sink and drainer unit, wall mounted gas boiler, space and plumbing for automatic washing machine, space for fridge/freezer. Doorway to:

### Rear Entrance Lobby:

With storage cupboard, continuation of tiled flooring, upvc double glazed opaque glass door opening to the side of the property, further timber door

**Tenure:** Freehold

**Local Authority:** North East Lincolnshire Council

**Solicitors:** Wilsons Solicitors, 20 The Grove, Ilkley, LS29 9EG. Tel: 01943 602998. Ref: James Walsh.

**Energy Performance Certificate (EPC):** Current Rating TBC

**Possession:** Vacant possession will be given on completion.

**Viewing:** Strictly by appointment with Auction House.

to:

### Bathroom:

With continuation of the tiled flooring, upvc double glazed opaque glass window to the rear elevation, suite comprising of: low level flush w.c., pedestal wash hand basin and panelled bath with mains shower over and tiled walls.

From the main sitting room timber and glazed door leading to stairway with upvc opaque glass window to the side elevation, half landing, timber door to:

### Bedroom: 8'8 x 11'3

Upvc double glazed window to the rear elevation, radiator

Further stairs to the Landing from the half Landing with radiator, timber door to:

### Bedroom: 13'10 x 11'2

With upvc double glazed window to the front elevation, radiator, wooden effect laminate flooring,

From the Landing door to:

### Bedroom: 12'1 x 10'10

Upvc double glazed window to the rear elevation, radiator.

**Externally:** To the front of the property is a small buffer garden and to the rear enclosed garden area with shed and access to rear passageway.

### Additional Fees

**Buyer's Premium:** £900 inc VAT payable on exchange of contracts.

**Administration Charge:** £600 inc VAT payable on exchange of contracts.

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

## 45 Gilbey Road, Grimsby, Lincolnshire DN31 2RL

\*GUIDE PRICE: **£25,000** (plus fees)



### Situation:

The property is situated on Gilbey Road, Grimsby, a popular area of the town amongst other properties of a similar style. Grimsby itself offers a wealth of facilities and amenities, along with excellent access to the M180 motorway network.

### Description:

A traditionally constructed end of terrace house offered for sale in need of some improvement works throughout, but benefiting from well-proportioned living accommodation as well as a detached garage. The property is ideal for investors and first time buyers alike.

### Entrance door into:

### Entrance hall:

**Living room:** 3.28m x 3.54m

PVCu double glazed window to the front elevation, radiator.

**Dining Room:** 4.29m x 3.58m

PVCu double glazed window to the side elevation, radiator.

**Kitchen:** 3.48m x 2.72m

PVCu double glazed window to the side elevation, range of wall and floor units, complementary roll edge work surfaces with inset sink and drainer unit, tiles splash-backs, gas hob, space and provision for cooker and washing machine.

### Stairs from the Dining Room to First Floor Landing:

**Bedroom 1:** 4.29m x 3.57m

PVCu double glazed window to the front elevation, radiator.

**Tenure:** Freehold

**Local Authority:** North East Lincolnshire Council

**Solicitors:** Walker Morris - LBG, Kings Court, 12 King Street, Leeds, LS1 2HL. Tel: 01132 2832505.

**Energy Performance Certificate (EPC):** Current Rating E

**Viewing:** Strictly by appointment with Auction House.

**Bedroom 2:** 3.37m x 3.58m

PVCu double glazed window to the side elevation, radiator.

**Study/Box Room:** 1.70m x 1.84m

PVCu double glazed window to the side elevation, radiator.

**Family Bathroom:** PVCu double glazed window to the rear elevation, radiator, suite comprising low level flush wc, pedestal wash hand basin, panel bath and tiled splash-backs.

**Outside:** To the front of the property is an enclosed buffer garden, to the rear is an enclosed yard and detached garage.

**Please Note:** The buyer will be required to pay the exchange deposit from cleared funds.

### Additional Fees

**Buyer's Premium:** £1020 inc VAT payable on exchange of contracts.

**Administration Charge:** £600 inc VAT payable on exchange of contracts.

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





## Commercial

**282 Wellington Street, Grimsby,  
Lincolnshire DN32 7JP**

**\*GUIDE PRICE:**

**£7,500 - £12,500 (plus fees)**

### **Situation:**

The property is situated on Wellington Road, Grimsby: a popular and central area of the town amongst a wide range of mixed use property including schools and shops. Grimsby itself offers an array of facilities and amenities and good access to the M180 and motorway networks.

### **Description:**

A ground floor lock up shop unit with large window and shutters to the front aspect with a prominent frontage. The unit includes retail accommodation in the form of primary and secondary trading areas, along with kitchen and WC.

**Tenure:** See Legal Pack

**Local Authority:** North East Lincolnshire Council

**Solicitors:** Sam Hawking, 654 Station Road, Port Talbot, SA13 1NW. Tel: 01639 884884. Ref: Bethan Walters.

**Energy Performance Certificate (EPC):** Current Rating D

**Possession:** Vacant possession will be given on completion.

**Viewing:** Strictly by appointment with Auction House.

### **Additional Fees**

**Administration Charge:** £600 inc VAT payable on exchange of contracts.

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

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\*Description on Auction Information page

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or email [lincolnshire@auctionhouse.co.uk](mailto:lincolnshire@auctionhouse.co.uk)

# Oxley's Butchers, 58 Melrose Road, Gainsborough, Lincolnshire DN21 2SD

\*GUIDE PRICE: **£75,000 - £85,000** (plus fees)



**Situation:** The premises is prominently situated fronting Melrose Road to the north of Gainsborough town centre in an established residential area of the town, a short distance away from Queen Elizabeth Grammar School. Gainsborough itself offers a wealth of facilities and amenities, as well as having good access to surrounding towns and the City of Lincoln.

**Description:** An established butchery business occupying a two storey end of terrace premises configured as a ground floor shop unit with former flat above. Stock is available by negotiation at a reduced rate below wholesale valuation. The shop is purposely fitted out as a Butchers and extends to approximately 31 sq.m. (338 sq.ft.) to include the built-in G R Scott Cold Room. The former flat would be suitable for reconfiguration, subject to planning or the whole premises may be ideal for the developer for a number of options.

**Main Sales Area:** 12.5m x 4.57m (41' 0" x 15' 0") plus 10' x 11' plus 7' x 2'8". Having uPVC double glazed display window to front elevation, uPVC double glazed entrance door. The above measurement includes the G R Scott Cold Room approximately 6' x 5' x 6'. Stainless steel single drainer sink unit, pedestal wash hand basin.

**Outside:** Attached Bake House: 2.95m x 2.36m (9' 8" x 7' 9") Of single storey brick construction.

**Outside W.C:** With high level w.c., tiled walls.

**Additional Outside Store Place:**

**Rear Yard:** Providing access to:-

**Ground Floor Lobby:** With central heating radiator, arranged off:-

**Store Room (Former Bathroom):** Retaining plumbing and drainage for bathroom, currently used for storage.

**Stairs To First Floor Landing:** Arranged off are:-

**Sitting Room:** 4.34m x 3.68m (14' 3" x 12' 1") Plus north facing bay window, fitted gas fire, uPVC double glazed window unit to front elevation, central heating radiator.

**Bedroom:** 3.99m x 2.77m (13' 1" x 9' 1") With uPVC double glazed window to rear

elevation, central heating radiator.

**Kitchen:** 3.20m x 2.01m (10' 6" x 6' 7") Having range of fitted work tops with cupboard and drawer units beneath, one and a half bowl monobloc sink unit, further range of eye level provision cupboards, central heating radiator, uPVC double glazed window to side elevation, part tiled walls, electric cooker point, Jaguar gas fired central heating combination boiler.

**Fixtures and Fittings:**

We are informed that the following is included in the sale:-

G R Scott Cold Room approximately one year old.

Two refrigerated display counters, one 6' and one 3'.

Chilled window display unit.

Chest Freezer

2 x Fridges

Butchers block 4'6" x 2' (approximately two years old)

Range of stainless steel work surfaces.

Two Avery digital scales.

Range of stainless steel hooks and hanging rails.

ABM cooked meat slicer.

Antique Berkels bacon slicer.

Hobart mixer.

electrical cash register.

2 stainless steel preparation tables.

ABM stainless steel mincer.

Hand driven sausage machine.

upright fridge/freezer.

Falcon gas fired double oven.

CDA stainless steel six ring gas cooker with oven below.

Quantity of aluminium pans and cooking utensils.

Stainless steel pie rack.

Preparation table.

Henkleman Jumbo 42 Vacuum Packer.

Flavasava 4 Ham Boiler.

**Tenure:** Freehold

**Local Authority:** West Lindsey District Council

**Solicitors:** HSR Law, 26/26a Hickman Street, Gainsborough, DN21 2DZ. Tel: 01427 613831. Ref: Ryan Morgan.

**Possession:** Vacant possession will be given on completion.

**Viewing:** Strictly by appointment with Auction House.

## Additional Fees

**Administration Charge:** £600 inc VAT payable on exchange of contracts.

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

## 26 Kings Crescent, Edlington, Doncaster, South Yorkshire DN12 1BD

**\*GUIDE PRICE: £30,000 - £35,000 (plus fees)**



### Situation:

The property is situated in Kings Crescent, Edlington in an area of similar style properties conveniently located for access to local amenities and a short drive from Doncaster. Doncaster itself offers a wide range of facilities and amenities, as well as good access to the M18 and Doncaster Sheffield Airport.

### Description:

A traditionally constructed mid terrace house offered for sale in reasonable order throughout, and providing well proportioned living accommodation in the form of: living/dining room, kitchen, 3 bedrooms and bathroom, enclosed rear garden and in the agents opinion, the property is ideal for the investor or first time buyer.

*At the time of preparing these details no internal inspection was possible however we are led to believe the accommodation comprises:*

### Ground Floor

#### Lounge/Dining Room:

UPVC double glazed door to front, UPVC double glazed window to front elevation, radiator, stairs.

#### Kitchen:

Range of wall and floor units with complementary roll edge worktop, inset sink and drainer unit, uPVC double glazed window to rear, wall mounted gas combination boiler.

#### Bedroom:

uPVC double glazed window to front, radiator.

#### Bedroom:

uPVC double glazed window to rear, radiator.

### Bedroom:

UPVC double glazed window to front, radiator.

### Bathroom:

Fitted with three piece suite comprising panelled bath, pedestal wash hand basin and low-level flush WC, partially tiled walls.

### Outside:

To the front of the property is a small buffer garden, to the rear is an enclosed garden area.

**Tenure:** Freehold

**Local Authority:** Doncaster Metropolitan Borough Council

**Energy Performance Certificate (EPC):** Current Rating D

**Possession:** Vacant possession will be given on completion.

**Viewing:** Strictly by appointment with Auction House.

### Additional Fees

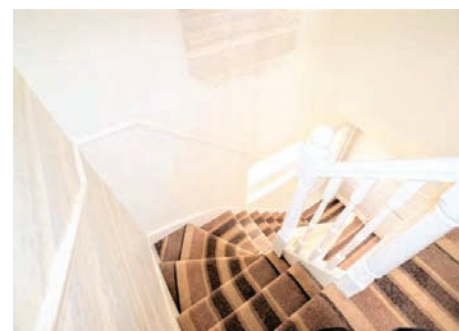
**Administration Charge:** £600 inc VAT payable on exchange of contracts.

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



## 19 Arnold Avenue, Barnsley, South Yorkshire S71 3AT

**\*GUIDE PRICE: £55,000 (plus fees)**



### Situation:

The property is situated on Arnold Avenue, in the Athersley North area of Barnsley, a popular spot on the outskirts of Barnsley itself, offering excellent commuter opportunities for both Barnsley and Wakefield.

### Description:

A well-proportioned mid terrace house offered for sale in need of some cosmetic improvement works throughout, yet providing an ideal opportunity for both investors and owner occupiers alike.

### Entrance Hall: 1.63m x 2.36m

PVCu door into the hall way with PVCu double glazed window to front elevation, radiator.

### Lounge: 3.71m x 5.26m

PVCu double glazed bay window to front elevation, radiator, storage cupboard and PVCu double glazed patio door leading to the rear of the property

### Kitchen: 1.96m x 3.00m

Range of wall and floor units, work surfaces with inset sink, partially tiled walls, PVCu double glazed window and PVCu double glazed door to the rear garden.

### First Floor Landing:

**Bathroom:** Suite comprising low level flush WC, pedestal wash hand basin and a panel bath, tiled walls, tiled flooring, PVCu double glazed window and a wall mounted towel radiator.

### Master Bedroom: 3.73m x 2.92m

Storage cupboards, radiator and a PVCu double glazed window to rear elevation.

### Bedroom Two: 2.26m x 2.87m

PVCu double glazed window and radiator.

### Bedroom Three: 2.26m x 3.30m

PVCu double glazed window and radiator.

**Externally:** To the front of the property is a buffer garden, off road parking and access to the rear garden. To the rear is an enclosed garden area, outdoor storage building, block paved patio seating area leading to a lawned area.

**Please Note:** The buyer will be required to pay the exchange deposit from cleared funds.

**Tenure:** Freehold

**Local Authority:** Barnsley Metropolitan Borough Council

**Solicitors:** Hamlins LLP, Roxburghe House, 273 - 287 Regent Street, London, W1B 2AD. Tel: 02033 705 417. Ref: Christopher Abboud.

**Energy Performance Certificate (EPC):** Current Rating D

**Viewing:** Strictly by appointment with Auction House.

### Additional Fees

**Buyer's Premium:** £1140 inc VAT payable on exchange of contracts.

**Administration Charge:** £600 inc VAT payable on exchange of contracts.

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

### 63 Heaton Street, Gainsborough, Lincolnshire DN21 2EF

**\*GUIDE PRICE: £65,000 – £85,000 (plus fees)**



#### Situation:

The premises are prominently situated near to the traffic lights at the junction of Heaton Street and Trinity Street, a busy thoroughfare and commercial area within a short distance of Tesco and Lidl supermarkets, McDonalds, the Market Place, and the prestigious Marshalls Yards Shopping Commercial and Leisure Complex.

#### Description:

Deceptively spacious premises with well presented, centrally heated sales/ office accommodation and useful ground and first floor storage.

#### Ground Floor:

##### Sales Shop:

23.34sqm (256sqft). Feature brick walling, counter unit, ceramic tiled floor. Entrance door to Heaton Street, two display windows, two radiators. Rear area: 12.56sqm (146sqft).

##### Rear Storage:

19.86sqm (213sqft) window, two radiators.

##### Rear Store:

13.27sqm (142sqft) radiator.

##### Kitchen:

4.10sqm (44sqft) stainless steel sink unit, built in drawer and cupboard units, Worcester combination boiler for central heating and domestic hot water, radiator.

##### 2 Separate W.C.'s:

##### First Floor:

##### Office:

17.50sqm (188sqft) two windows, radiator. Mitsubishi air conditioning unit.

##### Office:

11.15sqm (120sqft) window, radiator.

##### Galleried Landing Area:

9.75sqm (104sqft).

**Tenure:** Freehold

**Local Authority:** West Lindsey District Council

**Solicitors:** HSR Law, 26/26a Hickman Street, Gainsborough, DN21 2DZ. Tel: 01427 613831. Ref: Ryan Morgan.

**Energy Performance Certificate (EPC):** Current Rating C

**Possession:** Vacant possession will be given on completion.

**Viewing:** Strictly by appointment with Auction House.

#### Rear Office:

10.38sqm (111sqft) window, radiator.

#### Rear Store:

25.80sqm (278sqft).

#### Outside:

Side passage to rear of the premises.

#### Introducing Agent:



#### Additional Fees

**Administration Charge:** £600 inc VAT payable on exchange of contracts.

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

## Residential for improvement

**4 Main Road, Langworth, Lincoln, Lincolnshire LN3 5BJ**

**\*GUIDE PRICE:**

**£135,000 - £155,000 (plus fees)**

### Situation:

The property is situated on Main Road, Langworth a popular and extremely well positioned Lincolnshire village, providing excellent access into the City of Lincoln, as well as out toward the Lincolnshire Wolds.

### Description:

A rare opportunity to purchase this property and site with a wide range of development potential. The property currently comprises: Sitting Room, Dining Room, Kitchen, 3 bedrooms and Bathroom, along with detached double garage block within this generous plot. The site would be ideal for redevelopment subject to the necessary planning consents, or refurbishment and further development of the existing dwelling.



**Tenure:** Freehold

**Local Authority:** West Lindsey District Council

**Solicitors:** Andrew Jay & Co, 8 West Parade, Lincoln, LN1 1JT. Ref: Philip Hanby.

**Energy Performance Certificate (EPC):** Current Rating TBC

**Possession:** Vacant possession will be given on completion.

**Viewing:** Strictly by appointment with Auction House.

### Additional Fees

**Administration Charge:** £600 inc VAT payable on exchange of contracts.

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

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\*Description on Auction Information page

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## 112/114 Trinity Street, Gainsborough, Lincolnshire DN21 1HS

\*GUIDE PRICE: £150,000 – £180,000 (plus fees)

**Situation:**

The premises are prominently situated on the corner of Pillard House Lane and Trinity Street a busy thoroughfare to the Tesco supermarket, the prestigious Marshall's Yard Shopping, Commercial and Leisure Complex, also the town centre and Market Place. Gainsborough is an expanding market town with good catchment area convenient for Scunthorpe and the city of Lincoln.

**Description:**

The property comprises commercial/residential premises constructed of brick under a tiled roof and comprising:

**112 Trinity Street:** An established café (the equipment is owned by the tenant) with accommodation as follows:-

**Ground Floor:**

**Double fronted Café:** 41.52sqm (447sqft) including servery area 8sqm (86sqft), laminate floor, alarm system, three radiators. Twin uPVC double glazed bow windows on the front elevation.

**Disabled w.c. Facilities:** Low flush suite, wash basin, extractor fan, radiator.

**Lobby:** wash basin

**Kitchen:** 10.68sqm (115sqft)

**Preparation Room:** 7sqm (75sqft), ceramic tiled floor.

**Rear Store:** 18.17sqm (195sqft)

**Store:** 5sqm (54sqft)

**Boiler Room:** Wall mounted gas fired boiler for central heating and domestic hot water.

**Store:** 7.40sqm (79sqft)

**Separate w.c.:** Access to Garage/Store 22sqm (235sqft). Roller shutter door to Pillard House Lane.

**Flat 112 Trinity Street:** Approached by external staircase to first floor:

**Kitchen:** 2.79m x 2.63m (9'1 x 8'7) uPVC double glazed door, range of built in drawer and cupboard units, inset stainless steel sink unit, Worcester wall mounted gas fired boiler for central heating.

**Shower Room:** 2.61m x 1.64m (8'6 x 5'4) Pedestal wash basin, low flush w.c., shower cubicle, radiator.

**Inner Hall:** Radiator.

**Lounge:** 5.20m x 4.14m (17'0 x 13'6) uPVC double glazed bow window, radiator.

**Bedroom:** 4.11m x 2.85m (13'5 x 9'4) plus recess, built in cupboard, uPVC double glazed window, radiator.

**Second Floor Bedroom:** 4.76m x 4.92m (15'7 x 16'1) dormer window, two radiators.

**114 Trinity Street:**

**Sales Shop & Rear Sales Area:** 15.66sqm (168sqft), and 12.12sqm (130sqft) display window to the frontage, corner entrance door, access to:

**Inner Hallway:** Built in understairs storage cupboard.

**Rear Lobby:** uPVC double glazed side entrance door.

**Kitchenette:** 3.39sqm (26sqft) stainless steel sink unit, range of work surfaces with cupboards under.

**Separate w.c.:** Low flush suite, pedestal wash basin.

**Outside:** Rear yard.

**114a Trinity Street:**

**Entrance Hall:** from Trinity Street. Radiator.

**Staircase to First Floor Landing:** Radiator.

**Sitting Room:** 5.11m x 4.15m (16'9 x 13'7) uPVC double glazed window, fireplace, radiator.

**Bedroom:** 4.10m x 3.23m (13'5 x 10'7) uPVC double glazed window, radiator.

**Bathroom:** Bath, pedestal wash basin, shower cubicle, radiator.

**Separate w.c.:** Low flush suite, pedestal wash basin, wall mounted gas fired boiler for central heating.

**Kitchen:** 2.58m x 1.71m (8'5 x 5'7) range of built in cupboards, stainless steel sink unit.

**Staircase to Attic Bedroom:** 4.23m x 2.89m (13'10 x 9'5) dormer window, radiator. Store.

**112 Trinity Street and Garage to the rear of 114 Trinity Street:** Lease: £650 per calendar month for a term of 3 years from the 1st May 2018.

**Flat 112 Trinity Street:** Rent: £175 per calendar month

**114 Trinity Street:** Lease: £350 per calendar month for a term of 5 years from 1st November 2017.

**114a Trinity Street:** Rent: £175 per calendar month

**Note:** The premises are in a Selective Licensing area. When fully let the potential gross income is circa £16,200 to £18,000 per annum.

**Rates:** Through verbal enquiries to the WLDC we are informed that the flats above 112 and 114 Trinity Street are in rating band "A". 112 Trinity Street has a Rateable

**Tenure:** Freehold

**Local Authority:** West Lindsey District Council

**Solicitors:** Burton & Dyson, 22 Market Place, Gainsborough, DN21 2BZ. Tel: 01427 610761. Ref: Miss C Brown.

**Energy Performance Certificate (EPC):** Current Rating 112 – C / Flat 112 – D & 114 – G / 114a – E

**Possession:** Sold subject to any existing Occupational Leases

**Viewing:** Strictly by appointment with Auction House.

**Additional Fees**

**Administration Charge:** £600 inc VAT payable on exchange of contracts.

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

## Workshop / Building, Carr Lane, Blyton, Lincolnshire DN21 3LH

\*GUIDE PRICE: **£20,000 - £25,000** (plus fees)



**Situation:**

The building is situated to the rear of 3 Carr Lane, Blyton. A well-positioned traditional Lincolnshire village offering excellent access to Gainsborough and Scunthorpe.

**Description:**

A traditionally constructed building, currently used for storage and as a workshop, along with a covered car port. The building could be suitable for a number of uses, subject to the relevant planning consents.

*Gross external measurements are 48' x 18', with additional carport of 29'7 x 15'3.*

**Internal:**

**Entrance porch:**

**Door to:**

**Room 1:** 13'4 x 18'10

Window to side elevation, stair ladder, door to:

**Room 2:** 19'11 x 14'9

Windows to side elevation, external doorway and door to:

**Room 3:** 16'9 x 6'7

**First floor:**

Split into 2 rooms, spanning the length of the building.

Externally the building is approached via a shared driveway, and has border ground to the Western and Northern boundaries.

**Tenure:** Freehold

**Local Authority:** West Lindsey District Council

**Solicitors:** HSR Law, 26/26a Hickman Street, Gainsborough, DN21 2DZ. Tel: 01427 613831. Ref: Ryan Morgan.

**Possession:** Vacant possession will be given on completion.

**Viewing:** Strictly by appointment with Auction House.

**Additional Fees**

**Administration Charge:** £600 inc VAT payable on exchange of contracts.

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

## Plots/Building Land

### Building Plot, Adjoining 44 Willingham Road, Knaith Park, Gainsborough, Lincolnshire DN21 5ES

**\*GUIDE PRICE:**

**£60,000 - £70,000 (plus fees)**

**Situation:** The plot is situated on the east side of 44 Willingham Road, Knaith Park between the villages of Lea and Kexby. The market town of Gainsborough is about 3 miles to the north where there is a comprehensive range of shopping, commercial and leisure facilities. The city of Lincoln is also easily accessible.

**Description:** The site has a broad frontage to Willingham Road of approximately 26m (85'), a total site area of 433sqm (518sqyds) or thereabouts.

**Planning:** Planning Application No. 137264. Outline planning permission to erect one dwelling - all matters reserved on 13th March 2018. Plans presented indicate a single storey dwelling or dormer bungalow of approximately 100-110sqm with garage. Copies of the consent form are available for inspection at the Auctioneer's offices and from the Local Authority's website.

**Introducing Agent:**



**Tenure:** Freehold

**Local Authority:** West Lindsey District Council

**Solicitors:** Burton & Dyson, 22 Market Place, Gainsborough, DN21 2BZ. Tel: 01427 610761. Ref: Charlotte Brown.

**Possession:** Vacant possession will be given on completion.

**Viewing:** Strictly by appointment with Auction House.

#### Additional Fees

**Administration Charge:** £600 inc VAT payable on exchange of contracts.

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

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[\\*Description on Auction Information page](#)

## Amenity Land

### Land & Lock Up, Rear of: 1 Brooke Street, Doncaster, South Yorkshire DN1 2SL

**\*GUIDE PRICE:**

**£5,000 - £15,000 (plus fees)**

#### Situation:

The site is situated to the rear of Brooke Street, Doncaster: a central area of this large South Yorkshire town. The town centre is a short distance, along with major retail parks, industrial estates and Doncaster College. Brooke Street is accessed directly off the A630, a road dissecting Doncaster town centre from South West to North East.

#### Description:

A parcel of land with former brick built Bookmakers building, used as a builders lock up for the last 24 years. The site sits between Brook Street, Church Way and Don Street, and in an interesting opportunity for the purchaser. The site would lend itself to a multitude of uses subject to the necessary planning consents, or continuation of its current usage. The site extends to approximately 305 sq. metres (3280 sq. feet), with the building believed to be approximately 432 sq. feet.



**Tenure:** Freehold

**Local Authority:** Doncaster Metropolitan Borough Council

**Solicitors:** Taylor Bracewell, 17-23 Thorne Road, Doncaster, DN1 2RP. Tel: 01302 341 414.

**Possession:** Vacant possession will be given on completion.

**Viewing:** At any reasonable time during daylight hours. All persons viewing should be aware that they enter the site entirely at their own risk.

#### Additional Fees

**Buyer's Premium:** £2200 inc VAT payable on exchange of contracts.

**Administration Charge:** £900 inc VAT payable on exchange of contracts.

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

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## Building Land

# Residential Development Site, Off North Moor Drive / High Street, Walkeringham, Doncaster, DN10 4LJ

14

\*GUIDE PRICE: **Circa £500,000** (plus fees)



### Situation:

The site is centrally located within the popular village of Walkeringham and is to be accessed off North Moor Drive, which is off the High Street and the A161 which passes through the village to Misterton. Walkeringham is about 20 miles south east of Doncaster, 5 miles north of Gainsborough and 10 miles from Retford. The Robin Hood International Airport is about 4 miles north of Bawtry. There is easy access to the A1M motorway network at Blyth, London Kings Cross being about a 90-minute journey from Retford Station. Near to the site is a Primary School, Public House and the 12th Century St Mary Magdalen Parish Church. There is a convenience store, butchers and fast food outlets in the adjoining village of Misterton about 1 mile to the north.

### Description:

The site is level grassland with a total area of 2.32 acres (0.947 ha) or thereabouts enclosed by High Street, North Moor Drive, School Lane and near to the former Methodist Church in the Village of Walkeringham.

### Planning:

Outline Planning permission for residential development was granted on Appeal on the 26th January 2018, Appeal reference: APP/A3010/W/17/3184900 subject to conditions relating to the original application reference 17/00353/OUT dated the 7th March 2017 refused by Notice dated the 31st August 2017. The inspector has assessed the proposal on the basis of 14 dwellings. Further details are available on the Bassetlaw District Council website <http://publicaccess.bassetlaw.gov.uk/online-applications> and at the auctioneers offices.

### Introducing Agent:



**Tenure:** Freehold

**Local Authority:** Bassetlaw District Council

**Solicitors:** Burton & Dyson, 22 Market Place, Gainsborough, DN21 2BZ. Tel: 01427 610761. Ref: Lisa Whitlam.

**Possession:** Vacant possession will be given on completion.

**Viewing:** By attending the site having first notified the Auctioneers. All persons viewing should be aware that they enter the site entirely at their own risk.

### Additional Fees

**Administration Charge:** £600 inc VAT payable on exchange of contracts.

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

## Station House, North Howden, Goole, East Riding of Yorkshire DN14 7LD

**\*GUIDE PRICE: £100,000 (plus fees)**



### Situation:

The property is situated on both the road and rail side in North Howden, Goole, offering excellent access to the major road networks such as the M62, M18 and M180 along with major rail networks direct to London, Doncaster and York.

### Description:

A rare and unique opportunity to own a Grade II listed Victorian Station House with a number of original features throughout including Station Clock, Ticket Office, original Station canopy and signs and solid oak doors.

### Entrance Hall:

#### Living Room:

8.81m x 4.24m (28'11 x 13'11)

#### Downstairs Shower:

#### Kitchen/Diner:

6.81m x 4.27m (22'4 x 13'10)

#### Office:

4.55m x 3.89m (14'11 x 12'9)

#### Bedroom:

4.47m x 3.89m (14'8 x 12'9)

#### Utility Room:

4.19m x 1.57m (13'9 x 5'2)

#### Games Room:

4.37m x 4.09m (14'4 x 13'5)

#### Master Bedroom:

4.32m x 4.22m (14'2 x 13'10)

#### Bedroom:

4.47m x 3.96m (14'8 x 13'0)

#### Bedroom:

4.52m x 3.94m (14'10 x 12'11)

### Family Bathroom:

3.28m x 3.23m (10'9 x 10'7)

### Externally:

To the South of the property is the original Station canopy fronting the railway line.

**Please Note:** The buyer will be required to pay the exchange deposit from cleared funds.

**Tenure:** Freehold

**Local Authority:** East Riding of Yorkshire Council

**Solicitors:** Taylor Rose TTKW, 13-15 Moorgate, London, EC2R 6AD. Tel: 020 7400 7753. Ref: Paul Parmenter.

**Energy Performance Certificate (EPC):** Current Rating F

**Viewing:** Strictly by appointment with Auction House.

### Additional Fees

**Buyer's Premium:** £900 inc VAT payable on exchange of contracts.

**Administration Charge:** £600 inc VAT payable on exchange of contracts.

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



## The Fanny Marshall Institute, 49 Church Street, Gainsborough, DN21 2JX

\*GUIDE PRICE: **£50,000 – £75,000** (plus fees)



### Situation:

These substantial premises are prominently situated on the corner of Church Street and Acland Street in a mixed residential/commercial area about 300m north of the Market Place and the prestigious Marshall's Yard Retail, Commercial and Leisure Complex. Tesco and Lidl supermarkets are nearby and also the medieval Old Hall. There is easy access to the principal schools, Leisure Centre and Gainsborough Golf Course. Gainsborough is an expanding market town with good road access to the surrounding centres of Lincoln, Scunthorpe and Doncaster.

### Description:

The imposing façade of this substantial building has been retained and offers considerable scope for possible residential conversion, subject to planning. The buildings to the rear have been demolished and the site now offers similar residential/commercial potential. The total site area is calculated to be in the region of 0.20 acres with frontage to Church Street of 12.20m (40') or thereabouts and a return frontage to Acland Street of 42.50m (140') or thereabouts.

**Planning:** There have been various planning considerations in the past. Prospective purchasers are therefore advised to make their own enquiries of the West Lindsey District Council Planning Authority.



Introducing Agent:



**Tenure:** Freehold

**Local Authority:** West Lindsey District Council

**Solicitors:** Burton & Dyson, 22 Market Place, Gainsborough, DN21 2BZ. Tel: 01427 610761. Ref: Lisa Whitlam.

**Possession:** Vacant possession will be given on completion.


**Viewing:** Strictly by appointment with Auction House.

### Additional Fees

**Administration Charge:** £600 inc VAT payable on exchange of contracts.

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





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\* Source: RealCube - Total client Jan - Sept 2018. If you are under contract with another agent, you may still be liable to also pay their fee.

## 2 East Parade, Whitwell, Worksop, Nottinghamshire S80 4RR

\*GUIDE PRICE: **£180,000 – £220,000** (plus fees)



### Situation:

The property enjoys a favoured rural location within the conservation village of Whitwell, near to the Bowling Green and Cricket Club, with good access to local amenities. Whitwell is well positioned for access to Worksop, Chesterfield and Sheffield and the M1 intersection at Barlborough.

### Description:

Occupying a delightful position is this attractive natural stone built detached property, believed to date back to the early 1800s, providing potential for upgrading into a fine family home with extensive rear gardens, rear access, garage and car port. The property benefits from Gas fired central heating and some wooden double glazed windows.

### Entrance Hall:

Half height dado rail, under stairs store place and feature archway

**Through Lounge:** 6.30m x 3.58m reducing to 3.07m in the rear part (20'8 x 11'9 reducing to 10'1)

Shutters to front window, coal effect living flame gas fire, feature fire surround, half height dado rail which continues through to the rear area. Central heating radiator.

**Dining Room:** 3.68m x 3.68m (12'1 x 12'1)

Shutters to the front sash window, central heating radiator, coal effect living flame gas fire.

**Kitchen:** 3.15m x 2.54m (10'4 x 8'4)

Sink unit, drawers, cupboards, worktops, high level cupboards, plumbing for automatic washing machine and central heating radiator.

### First Floor Landing

Central heating radiator.

**Bedroom One:** 3.81m x 3.68m (12'6 x 12'1)

Original fireplace

**Bedroom Two:** 3.68m x 3.71m (12'1 x 12'2)

Built in wardrobes and central heating radiator.

**Bedroom Three:** 3.23m x 2.46m (10'7 x 8'1)

Central heating radiator.

### Bathroom

Panelled bath, electric shower above, tiled surround, pedestal wash hand basin, tiled splash backs, high flush w/c, half panelled walls, vertical chrome towel rail/radiator and cupboard housing the Worcester gas combi central heating boiler.

### Outside

Forecourt area plus additional garden area to the other side of the unmade access road. We understand access is via this unmade access road beyond the adjoining properties. To the rear, off the Bowling Green area there are double gates that open onto the rear garden, garage and car port.

Behind the property is an extensive paved patio with upper level patio and access via feature steps which lead to rear garden with mixed fruit trees. The garden extends across the rear boundary to the rear access and garage (17'8 x 12'4) with electricity laid on, roller shutter door. Adjoining car port.

To the rear of the house there is an building with electricity laid on.

**Joint Agents:** David Hawke – Worksop & Drewery & Wheeldon Consultants.





**Tenure:** Freehold

**Local Authority:** Bolsover District Council

**Solicitors:** Foy and Co, 31 Mill Street, Clowne, Chesterfield, Derbyshire, S43 4JN. Tel: 01246 810 050. Ref: Steve Dixon.

**Energy Performance Certificate (EPC):** Current Rating TBC

**Possession:** Vacant possession will be given on completion.

#### Additional Fees

**Administration Charge:** £600 inc VAT payable on exchange of contracts.

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



## Greens Amusements, The Esplanade, Chapel St. Leonards, Skegness, PE24 5TB

\*GUIDE PRICE: **£275,000 – £325,000** (plus fees)



### Situation:

Chapel St Leonards is a busy holiday resort to the north of Skegness, off the main coast road. Attracting both holiday visitors and residents alike, the village has a wide range of facilities and amenities, both seasonal and year round. Greens Amusements holds a commanding primary position adjacent to the beach.

### Description:

#### Accommodation:

##### Forecourt

Wide block paved forecourt frontage with space for several Prize Grabbers and Kiddie Rides.

##### Kiosk

(former ice cream kiosk) With Prize Grabber

##### The Arcade

With neons inside and out, 2 pairs of double doors to the front, 4 pairs of doors to the side, suspended backlit ceiling, air conditioning, ATM machine; Change Machines; 'Casino' area including 4x B3, 6x Cat C, 4 x Cat D. To the main area is a 2 lane Bowling; numerous Cat D machines; numerous Fruit Machines; Novelty Pushers; Cranes; Games; Kiddies Rides.

**Tenure:** Freehold

**Local Authority:** North East Lincolnshire Council

**Solicitors:** Hodgkinsons, 7 Heath Road, Skegness, PE25 3ST. Tel: 01754 897150. Ref: Rob Foster.

**Energy Performance Certificate (EPC):** Current Rating Greens: E // Flat: G

**Possession:** Subject to existing tenancy agreements

**Viewing:** Strictly by appointment with Auction House.

**Staff Kitchen & Sitting Area** 15'10" x 10'8" (4.83m x 3.25m)

**Staff W.C**

**Electric Room** 15'9" x 7'6" (4.80m x 2.29m)

**Store** 16' x 10'8" (4.88m x 3.25m)

**Office** 14'5" x 10'9" (4.39m x 3.28m)

**Prize & Store Room** 15'7" x 10'10" (4.75m x 3.30m) plus additional 15'7" x 10'10" (4.76m x 3.31m)

**Loft Area/Storage**

Yard with access at the rear of the premises for bins, shed etc and rear staircase.

**2 Bedroom Flat:** Currently let at £140 per week (£7,280 per annum) plus £8.00 per week for water.

### Additional Fees

**Administration Charge:** £600 inc VAT payable on exchange of contracts.

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

## 102 Sincil Bank, Lincoln, LN5 7TG

**\*GUIDE PRICE: £85,000 - £90,000 (plus fees)**



### Situation:

The property is situated on Sincil Bank, Lincoln: a popular and central area of this historic City. Access to the City centre and main High Street is a short distance away. Lincoln itself offers a wealth of facilities and amenities, along with being a popular University City.

### Description:

A traditionally constructed, bay fronted mid terrace house, offered for sale in need of some cosmetic improvements, but offering well proportioned accommodation throughout. The property would be ideal for first time buyers, or investors alike and an internal inspection is recommended.

### Accommodation:

Side entrance door into:

### Inner Hallway

Stairs to first floor landing and doors to:

### Lounge 4'14 x 3'60 (13'7 x 11'10)

Bay fronted window to front aspect, fire and surround, radiator.

### Dining Room 3'73 x 3'32 (12'3 x 10'11)

Window to rear aspect, under stairs cupboard, fire with surround, radiator, door to:

### Kitchen 3'40 x 3'60 (11'2 x 6'7)

Window and single door to side aspect, units at ground and eye level, stainless steel sink with drainer, space for cooker, space for fridge freezer.

### First floor:

### Bedroom 3'63 x 3'42 (11'11 x 11'3)

Window to front aspect, radiator.

### Bedroom 2'89 (9'6 x 7'11)

Window to rear aspect, radiator.

### Bedroom 2'61 x 2'18 (8'7 x 7'2)

Window to rear aspect, radiator.

### Shower Room

Walk in shower, W.C, wash hand basin, radiator.

### Outside

To the front of the property is a small, walled buffer garden. To the rear of the property is an enclosed rear garden, walled with mature planted borders. Range of brick built outbuildings.

**Tenure:** Freehold

**Local Authority:** Lincoln City Council

**Solicitors:** Butterworths, 3 Walker Terrace, Gateshead, Tyne & Wear, NE8 1EB. Tel: 0191 482 7458.

**Energy Performance Certificate (EPC):** Current Rating E

**Possession:** Vacant possession will be given on completion.

**Viewing:** Strictly by appointment with Auction House.

### Additional Fees

**Buyer's Premium:** £2200 inc VAT payable on exchange of contracts.

**Administration Charge:** £900 inc

VAT payable on exchange of contracts.

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

# The Paddocks, King Edward Street, Belton, Doncaster, DN9 1QN

\*GUIDE PRICE: **£140,000 - £185,000** (plus fees)



## Situation

The Paddocks is to be found on the fringe of the popular village of Belton by proceeding along the High Street towards the M180 and turning right onto King Edward Street at the mini roundabout. The property is to be found on the left hand side. There is a Primary School nearby and local shops. The historic market town of Epworth is approximately 2 miles, Scunthorpe, Doncaster and the Robin Hood International Airport are easily accessible via the M180.

## Description

An interesting 3 bedroomed detached house set in extensive landscaped gardens. The generously proportioned accommodation has the benefit of uPVC double glazing and gas fired central heating and comprises as follows:-

**South Facing Entrance Porch:** Terrazzo tiled floor.

**Reception Hall** 1.59m x 2.16m (5'3 x 7'1)

uPVC double glazed front door and matching side screen, alarm system, radiator.

**Shower Room** 2.16m x 1.91m (7'1 x 6'3) Coloured suite comprising pedestal wash basin, low flush w.c., fully tiled shower cubicle with power shower, uPVC double glazed window, radiator.

**Lounge** 6.82m x 3.74m (22'4 x 12'3) Sloping beamed ceiling and open tread staircase to first floor, uPVC double glazed picture window to the south and east facing window, two fan assisted convector radiators. Yorkstone feature wall with archway to:

**Dining Room** 3.55m x 3.49m (11'8 x 11'5) uPVC double glazed picture window overlooking the garden, panelled wall, Myson fan assisted radiator.

**Kitchen/Breakfast Room** 3.14m x 3.66m (10'4 x 12'0) Range of built in drawer and cupboard units under work surfaces, stainless steel sink unit, tiled splashbacks, matching eye level cupboards. East facing uPVC double glazed window, radiator. Glazed door to:

**Utility Room:** 2.25m x 2.78m (7'5 x 9'1) Terrazzo tiled floor, built in cupboards, uPVC double glazed windows and door to rear garden.

**Tenure:** Freehold

**Local Authority:** North Lincolnshire Council

**Solicitors:** Mason Baggott & Garton, 13-19 Wells Street, Scunthorpe, DN15 6HN. Tel: 01724 868611.

**Energy Performance Certificate (EPC):** Current Rating F

**Possession:** Vacant possession will be given on completion.

**Viewing:** Strictly by appointment with Auction House.

## Open Tread Staircase From Lounge

uPVC double glazed French doors to south facing balcony. Built in cupboard.

**Bedroom** 3.58m x 3.63m (11'9 x 11'11) Range of natural wood built in furniture comprising three single and one double wardrobes, kneehole dressing unit with two drawers, south facing uPVC double glazed window, radiator.

**Bedroom** 3.17m x 3.66m (10'5 x 12'0) North facing uPVC double glazed window, radiator.

**Bedroom** 3.17m x 3.66m (10'5 x 12'0) North facing uPVC double glazed window, two wall light points, radiator.

**Fully Tiled Bathroom** 2.32m x 3.12m (7'7 x 10'3) max Including airing cupboard with lagged hot water cylinder, electric immersion heater, and recess for panelled bath with mixer tap and telephone style hand held shower. Low flush w.c., pedestal wash basin, radiator.

**Externally:** Wide concrete driveway from King Edward Street to an integral

**Double Garage** 4.56m x 5.52m (14'11 x 18'1), gas and electricity meters. Baxi wall mounted gas fired boiler for central heating and domestic hot water, electronic up and over door. To the front are formal gardens with stone chippings and a variety of specimen shrubs. There is an enclosed rear garden with paved patio and stone chipped areas. Beyond a screen of conifer trees is a former vegetable garden, now stone chipped.

## Introducing Agent:



## Additional Fees

**Administration Charge:** £600 inc VAT payable on exchange of contracts.

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



## 19 Marlborough Street, Gainsborough, Lincolnshire DN21 1BT

\*GUIDE PRICE: **£40,000 - £50,000** (plus fees)



### Situation:

Situate on Marlborough Street, south west ward of Gainsborough, is this ideal investment/starter home. Gainsborough town centre and Marshall Retail and Leisure complex is a short distance from the property. Gainsborough offers excellent access to surrounding towns and the city of Lincoln.

### Description:

A two bedroom plus attic room mid terraced property. Offered for sale in a good, modern order throughout. The property benefits from gas central heating, parking, enclosed gardens and accommodation in the form: Lounge, Dining room, fitted kitchen, two bedrooms, attic room and bathroom.

### Lounge:

3.81m x 3.51m with recess in bay  
uPVC Entrance door, uPVC double glazed window to the front elevation, stone work fireplace and tiled hearth, radiator. Door giving access to:

### Inner Hallway:

With stairs rising to the first floor. Door off into:

### Dining Room:

3.85m x 3.49m  
uPVC double glazed window to the rear elevation, radiator, Door giving access to under-stairs storage. Doorway off to:

### Kitchen:

2.31m x 1.93m  
uPVC double glazed window to the side elevation, fitted kitchen comprising of: base, drawer and wall units with complementary work surface and tiled splash-backs. Stainless steel sink and drainer inset, integrated oven and hob with extractor above.

### Hallway into rear lobby:

Half double glazed uPVC door leading out to the yard, fitted storage

**Tenure:** Freehold

**Local Authority:** West Lindsey District Council

**Solicitors:** Cramp & Mullaney, 97 South Street, Eastbourne, BN21 4LR. Tel: 01323 720581. Ref: Mr J Haffenden.

**Energy Performance Certificate (EPC):** Current Rating G

**Possession:** Vacant possession will be given on completion.

**Viewing:** Strictly by appointment with Auction House.

cupboard housing central heating boiler.

### Bathroom:

2.06m x 1.72m  
uPVC double glazed window to the side elevation, heated towel rail, bathroom suite comprising: w.c, pedestal wash hand basin, panel sided bath with tiled splash-backs.

### First Floor Landing:

Doors allowing access to Bedrooms and a further staircase leading to the Attic Bedroom.

### Bedroom 1:

3.86m x 3.50m  
Two uPVC double glazed windows to the front elevation, radiator, built in closet space.

### Bedroom 2:

3.85m x 3.49m  
uPVC double glazed window to the rear elevation, radiator.

### Attic Room:

uPVC double glazed window to the front elevation, radiator. Doors Allowing access into eaves storage.

### Selective Licensing:

This property falls into the Selective Licensing in Gainsborough South West Ward and prospective purchasers are strongly advised to visit [www.thehomesafescheme.org.uk](http://www.thehomesafescheme.org.uk) or [www.west-lindsey.gov.uk/selectivelicensing](http://www.west-lindsey.gov.uk/selectivelicensing) for further information.

### Additional Fees

**Administration Charge:** £600 inc VAT payable on exchange of contracts.

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

## 47 Lea Road, Gainsborough, Lincolnshire DN21 1LL

**\*GUIDE PRICE: £55,000 - £65,000 (plus fees)**



### Situation:

Situate on Lea Road, Gainsborough, amongst properties of a range of different style is this ideal investment/starter home. Gainsborough town centre and Marshall Retail and Leisure complex is a short distance from the property. Gainsborough offers excellent access to surrounding towns and the city of Lincoln.

### Description

A traditionally constructed semi-detached house offered for sale in good order throughout and in a "ready to let" condition. The property benefits from gas central heating, parking, private gardens and accommodation in the form: Lounge diner, fitted kitchen, two bedrooms and bathroom.

### Accommodation

#### Entrance Porch:

Front Entrance Door.

#### Lounge:

3.84m x 4.68m (12'7 x 15'4)  
Double glazed window to the front, radiator, stairs to first floor.

#### Kitchen:

3.84m x 2.15m (12'7 x 7'1)  
Double glazed window to the rear, radiator. Fitted kitchen with base, drawer and wall units, stainless steel sink and drainer.

#### Rear Lobby:

Door leading to the yard,

#### First Floor Landing:

Loft access, doors to:

#### Bedroom 1:

2.79m x 3.77m (9'2 x 12' 4")  
Double glazed window to the front, radiator.

#### Bedroom 2:

3.11m x 1.89m (10'2 x 6'2)  
Double glazed window to the rear, radiator.

#### Bathroom:

1.87m x 2.15m (6'2 x 7'1)  
Double glazed window to the rear, radiator, w.c., pedestal wash hand basin, bath, tiled splash backs.

#### Externally:

Front garden, to the rear garden with patio area, lawn and gated access to parking area.

**Tenure:** Freehold

**Local Authority:** West Lindsey District Council

**Solicitors:** Foy's, 18 Grove Street, Retford, DN22 6JS. Tel: 01777 703 100.

**Energy Performance Certificate (EPC):** Current Rating C

**Possession:** Vacant possession will be given on completion.

**Viewing:** Strictly by appointment with Auction House.

### Additional Fees

**Administration Charge:** £600 inc VAT payable on exchange of contracts.

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





**Local Authority:** West Lindsey District Council

**Solicitors:** HSR Law, Staynor House, Newborn Court, Chapel Street, Epworth, Doncaster, South Yorkshire DN9 1HH. Ref: Matthew White

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## Title

### Lordship of the Manor of Walkeringham

**\*GUIDE PRICE:**

**Circa £10,000 (plus fees)**

**Situation:** The village of Walkeringham is situated in a rural corner of the north east of the County of Nottingham bounded on the east by the River Trent which is tidal at this point and forms the boundary between the Counties of Nottinghamshire and Lincolnshire.

**Brief History:** This Manor was one of many in the area granted to Roger de Beuesli (spelling varies) by William the Conqueror circa 1086 following the Domesday Survey. Descent then followed through a variety of owners include the de Lovetots, the Abbots of Newstead near Nottingham, the North family and eventually through the Dukes of Newcastle to the Duke of Portland. Subsequently owned by a series of interesting characters, the Lordship is offered for sale by the present owner who wishes for someone else to have the privilege of the Title.

**Partner Agent**



#### Additional Fees

**Administration Charge:** £600 inc VAT payable on exchange of contracts.

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

[auctionhouse.co.uk/lincolnshire](http://auctionhouse.co.uk/lincolnshire)

[\\*Description on Auction Information page](#)



**Tenure:** Freehold

**Local Authority:** Doncaster Metropolitan Borough Council

**Solicitors:** Keebles LLP, Lazarus House, 14 Prince's Street, Doncaster, DN1 3NJ. Tel: 01302 366831.

**Possession:** Vacant possession will be given on completion.

**Viewing:** At any reasonable time during daylight hours. All persons viewing should be aware that they enter the site entirely at their own risk.

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## Agricultural/Amenity Land

### 6.84 Acres Arable/Grass Land, Apy Hill Lane, Tickhill, DN11 9PE

**\*GUIDE PRICE:**

**£50,000 - £60,000 (plus fees)**

#### Situation:

The land is about 1 mile to the west of Tickhill and north of the railway line and is to be found by taking Pinfold Lane from Tickhill then Apy Hill Lane under the low railway bridge up the hill to an electricity pylon on the left to the side of which is a grassed right of way leading to the land.

#### Description:

The land, which is part sheltered to the side of the railway is about 6.84 acre (2.77ha) and was arable, now grassed down for possible equestrian/grazing use. Entitlements: The land has been registered for the receipt of the single farm payment and is sold with entitlements to match.

**Introducing Agent:**



#### Additional Fees

**Administration Charge:** £600 inc VAT payable on exchange of contracts.

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

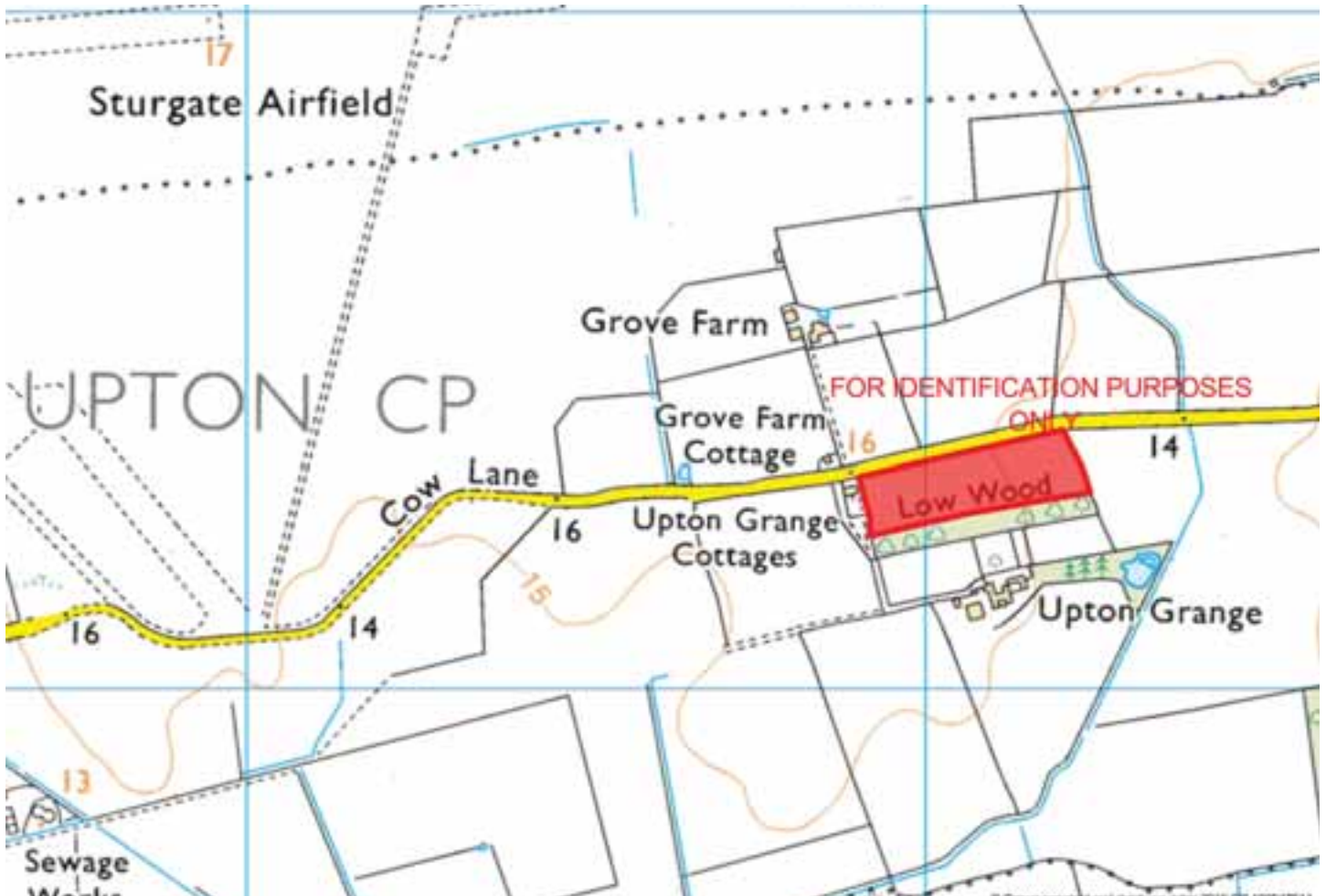
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## 7.16 Acres or Thereabouts Grass Field, Cow Lane, Upton, Gainsborough

\*GUIDE PRICE: **£40,000 – £50,000** (plus fees)



### Location:

The land lies on the eastern side of the village of Upton approximately 3 miles south east of Gainsborough.

### Description:

7.16 acres or thereabouts of freehold grass land with frontage to and access from Cow Lane, Upton.

**Schedule:** N.G. No: 0731

**Acres:** 7.16

**Hectares:** 2.90

**Cropping:** Grass

**Soil Type:** Light loam.

**RPA:** The land is registered for the receipt of the basic Farm Payment, sufficient entitlements for the land may be available to purchase.

**Tenantryright:** There will be no claim for tenantryright nor shall the purchaser have any claim for dilapidations or set off.

**Land Note:** Please would all interested parties register their interest with the Auctioneers in order that they may be kept up to date with any developments

### Introducing Agent:



**Tenure:** Freehold

**Local Authority:** West Lindsey District Council

**Solicitors:** Sills & Betteridge, 27-31 Northgate, Sleaford, NG34 7BW. Tel: 01529 302800. Ref: Mr S Swift.

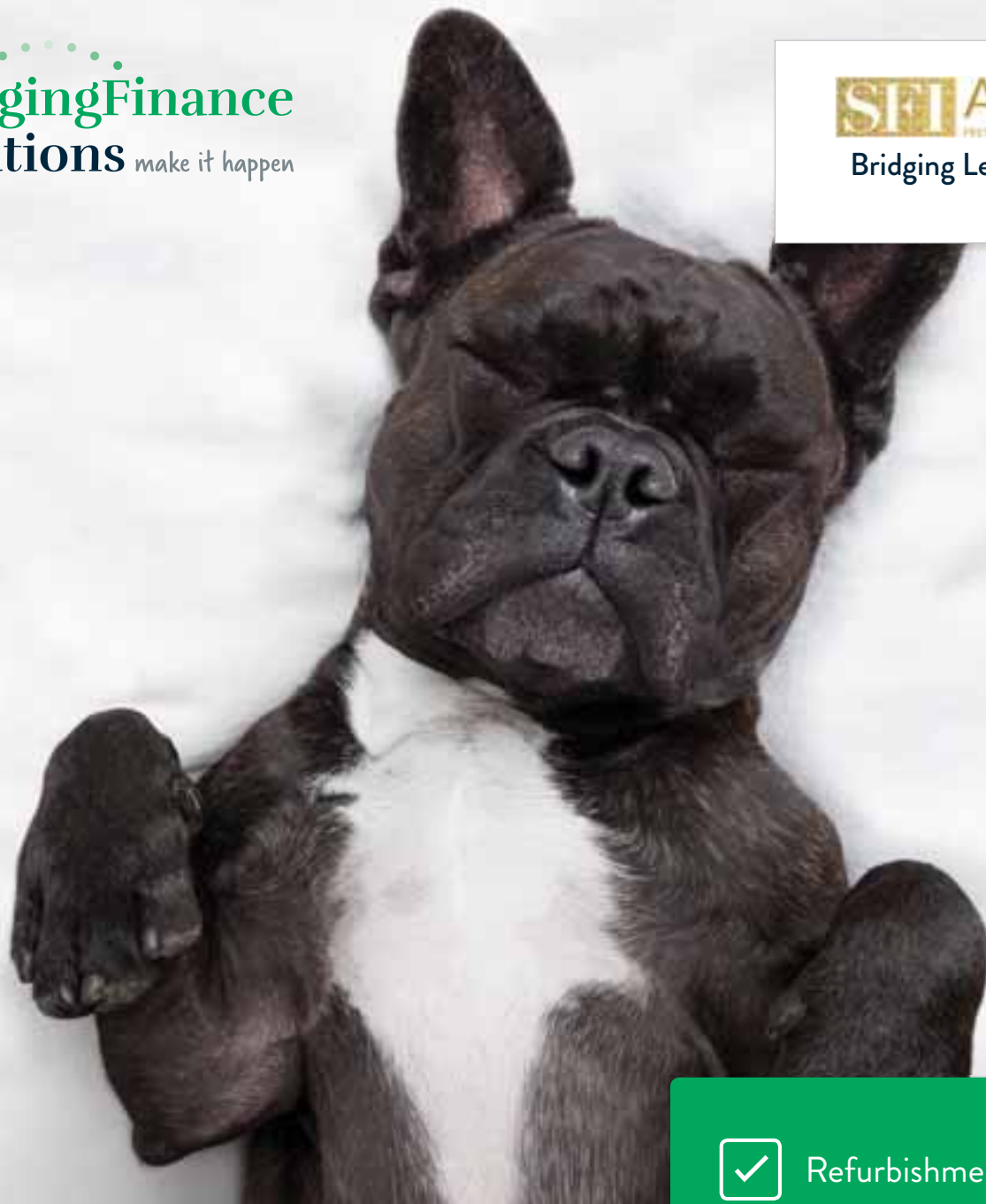
**Possession:** Vacant possession will be given on completion.

**Viewing:** At any reasonable time during daylight hours. All persons viewing should be aware that they enter the site entirely at their own risk.

### Additional Fees

**Administration Charge:** £600 inc VAT payable on exchange of contracts.

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



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(amount in words):

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Of (address):

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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 £2,000 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 Lincolnshire, North Notts and South Yorks, Rebrook House, 124 Trinity Street, Gainsborough DN21 1JD 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 Lincolnshire, North Notts and South Yorks 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 £2,000) and the balance of the deposit (if any) will be held by the vendors solicitor pending completion. An Administration charge of £600.00 (£500.00 + VAT) should be added to the deposit cheque or a separate cheque should be made payable to Auction House.
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 and any special and extra special conditions included within the legal pack.

In addition and at the same time, the purchaser is required to pay by cheque to the Auctioneer an Administration Charge of £600.00 (£500.00 + VAT) 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)

REPRODUCED WITH THE CONSENT OF THE RICS

## G18. LANDLORD AND TENANT ACT 1987

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

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

## G19. SALE BY PRACTITIONER

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

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

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

G19.4 The lot is sold:

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

G19.5 Where relevant:

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

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

## G20. TUPE

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

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

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

## G21. ENVIRONMENTAL

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

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

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

## G22. SERVICE CHARGE

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

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

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

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

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

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

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

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

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

## G23. RENT REVIEWS

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

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

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

G23.4 The seller must promptly:

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

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

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

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

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

## G24. TENANCY RENEWALS

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

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

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

G24.4 Following completion the buyer must:

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

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

## G25. WARRANTIES

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

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

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

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

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

## G26. NO ASSIGNMENT

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

## G27. REGISTRATION AT THE LAND REGISTRY

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

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

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

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

## G28. NOTICES AND OTHER COMMUNICATIONS

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

G28.2 A communication may be relied on if:

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

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

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

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

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

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

# 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:

**26th February 2019**

**23rd April 2019**

**18th June 2019**

**13th August 2019**

**8th October 2019**

**3rd December 2019**

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