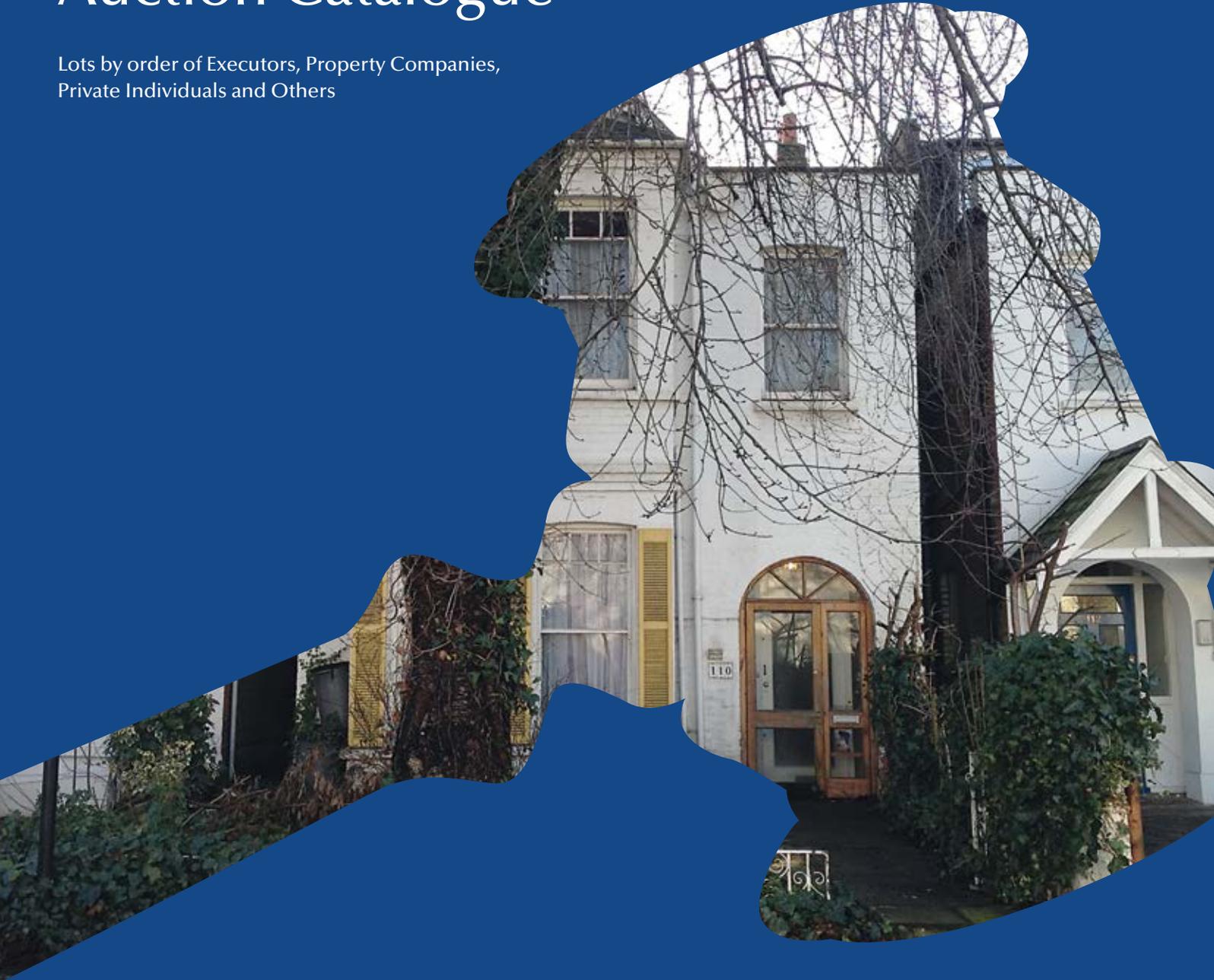


# Auction Catalogue

Lots by order of Executors, Property Companies,  
Private Individuals and Others



Public Auction to be held at:

## Doubletree By Hilton

(formerly Ramada Jarvis)

2-8 Hanger Lane, Ealing, London W5 3HN  
on Thursday 4th June 2015 at 12 noon

Brendons Auctioneers Ltd  
t: 08456 52 52 51 f: 0208 810 4862  
e: [auctioneers@brendons.co.uk](mailto:auctioneers@brendons.co.uk)  
w: [www.brendonsauctioneers.co.uk](http://www.brendonsauctioneers.co.uk)

---

AUCTIONEER:

PHILLIP ARNOLD

MRICS CEM CREA FNAEA FNAVA

# Comment from the Auctioneer



**Phillip Arnold MRICS CEM CREM  
FNAEA FNAVA**  
Auctioneer & Managing Partner  
(E) [philliparnold@brendons.co.uk](mailto:philliparnold@brendons.co.uk)  
DDI: 0208 810 3890

Welcome to the third auction of 2015 for Brendons Auctioneers, held at our regular venue of the Doubletree by Hilton Hotel, Ealing Common W5, starting as usual at 12 noon.

Our April auction ended with an 86% success after post-auction sales with once again some excellent prices being achieved. Particular highlights were the property in Upper Holloway that went for an outstanding £626,000 off a guide of £490,000 and a probate property in Croxley Green that sold for £365,000 off a guide of £290,000.

For June we have a small but select auction catalogue for you, with another excellent probate auction lot, this time in Chiswick, and an interesting commercial investment opportunity in Hanger Lane as well as a ground rent investment in Abingdon.

Our July catalogue is already shaping up nicely so if you are thinking of bringing anything to the market then please give us a call.

We hope you will enjoy browsing through our lots and look forward to seeing you on 4th June.

Good luck with your bidding.



**Julie Gooding**  
Director of Operations  
(E) [juliegooding@brendons.co.uk](mailto:juliegooding@brendons.co.uk)  
DDI: 0208 810 3891



**Mark Ronaldson**  
Auction Surveyor  
[markronaldson@brendons.co.uk](mailto:markronaldson@brendons.co.uk)  
DDI: 0208 810 3892

This catalogue contains details about properties being sold at auction. Those details are subject to change up to and including the day of the auction. Please check our website regularly at [www.brendonsauctioneers.co.uk](http://www.brendonsauctioneers.co.uk) and look out for any additional materials available on the day of the auction, in order to stay fully informed with the up to date information. The lots offered will contain guide prices and it is important that buyers are aware of the difference that there may be between a guide price and a reserve price.

**Guide Price:** This is an indication of the seller's current minimum acceptable price at auction. The guide price is given to assist prospective buyers in deciding whether or not to pursue a purchase. It is usual, but not always the case, that a provisional reserve range is agreed between the seller and the auctioneer at the start of marketing. As the reserve is not fixed at this stage and can be adjusted by the seller at any time up to the day of the auction in the light of interest shown during the marketing period, a guide price is issued. This guide price can be shown in the form of a minimum and maximum price range within which an acceptable sale price (reserve) would fall, or as a single price figure within 10% of which the minimum acceptable price (reserve) would fall. A guide price is different to a reserve price (see separate definition). Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

**Reserve Price:** The seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. The reserve price is not disclosed and remains confidential between the seller and the auctioneer. Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

# Notice to prospective buyers

1. The Auctioneers will generally offer the lots in the order as shown in the catalogue, although they reserve the right to amend the order of sale.
2. The addendum is an important document and provides details of amendments to the catalogue and Conditions of Sale. Prospective buyers should ensure that they inspect this document as its contents will form part of the sales contract. Prospective buyers should ensure that they have a copy of the catalogue and addendum prior to bidding and are deemed to have read these documents whether they have done so or not.
3. Brendons Auctioneers will always endeavour to inform prospective purchasers of variations to the catalogue, when such changes are brought to their attention. The Auctioneers nor their clients can be held responsible for any losses, damages or abortive costs incurred in respect of lots that are withdrawn or sold prior to auction.
4. Prospective buyers bid on the basis that they have checked the General Conditions of Sale, that are detailed at the back of the catalogue, and the Special Conditions of Sale relating to each individual lot. If there is a conflict between them, the Special Conditions of Sale shall prevail. Details are contained within the legal packs for each lot that are available for inspection at the offices of the Auctioneers or can be downloaded free of charge from the website. Legal documents will also be available in the auction room on the day of the sale.
5. Prospective buyers bid on the basis that they are deemed to have inspected all lots, have made all necessary enquiries and have checked the legal documentation. Buyers are deemed to be satisfied that they fully understand their content. The Auctioneers strongly suggest that buyers take legal and professional advice prior to bidding on any lot. The Auctioneers will make every possible endeavour to provide access to all lots prior to the sale although this can not be guaranteed. The Auctioneers will attempt to answer any queries prior to auction and in the auction room. The Auctioneer will not be able to answer any questions whilst the auction is proceeding.
6. Guide price\*: this is an indication of the Seller's current minimum acceptable price at auction. The guide price is given to assist prospective buyers in deciding whether or not to pursue a purchase. It is usual, but not always the case, that a provisional reserve range is agreed between the Seller and the Auctioneer at the start of marketing. As the reserve is not fixed at this stage and can be adjusted by the Seller at any time up to the day of the auction in the light of interest shown during the marketing period, a guide price is issued. This Guide Price can be shown in the form of a minimum and maximum price range within which an acceptable sale price (reserve) would fall, or as a single price figure within 10% of which the minimum acceptable price (reserve) would fall. A Guide Price is different to a Reserve Price (see separate definition). Both the Guide Price and the Reserve Price can be subject to change up to and including the day of the auction.
7. \*Reserve Price\*: The Seller's minimum acceptable price at auction and the figure below which the Auctioneer cannot sell. The Reserve Price is not disclosed and remains confidential between the Seller and the Auctioneer. Both the Guide Price and the Reserve Price can be subject to change up to and including the day of the auction.
8. On the day of sale it is the bidder's duty to attract the Auctioneer's attention and prospective buyers are therefore advised to bid clearly without delay. Bids may be refused at the Auctioneers discretion and the Auctioneers reserve the right to bid on behalf of the vendor up to the reserve. At the fall of the hammer the successful bidder will be under a binding contract to purchase the property in accordance with the general and special conditions of sale, together with addendum and contents of this notice. The buyer will be required to supply without delay their name and address, solicitors details, identification and deposit. They will then be required to sign the auction memorandum. Should the buyer refuse, the Auctioneer is legally entitled to sign the memorandum on behalf of the buyer or alternatively offer the lot to the under bidder or re-offer to the room and claim any resultant loss against the original buyer. Completion of the sale and payment of the balance of the purchase money is 28 days after the exchange of contracts unless the conditions of sale provide otherwise.
9. A deposit amount of 10% of the selling price (plus VAT where applicable) is required for each lot subject to a minimum of £2,000 unless otherwise stated by the Auctioneer. Payment can be made by bankers draft, building society cheque, company cheque or personal cheque or by debit card with a pin number. Please note we will not accept cash under any circumstances. The Auctioneers only accept deposit cheques on the basis that there are adequate funds in the account on which the cheque is drawn and reserve the right to take any action as appropriate against a purchaser whose cheque is not honoured on first presentation. We can accept credit cards but please be advised that an additional 1.65% will be charged at time of use.
10. A successful purchaser will also be required to pay a Buyer's Administration charge of £480 (inclusive of VAT) by cheque made payable to Brendons Auctioneers.
11. Unless otherwise stated all property is sold subject to a reserve price whether declared or not.
12. Please note that purchasers will not be entitled to keys or access to vacant properties until completion of the sale. If access is required it may be arranged through the relevant Auctioneers with the express permission of the vendor. The buyer will be responsible for insuring the lot that they purchase from exchange of contracts unless the Special Conditions of Sale state otherwise.
13. No representation or warranty is made in respect of the structure of any properties or in relation to their state of repair. The Auctioneers advise that all prospective buyers should arrange for a survey of the particular lot by a professionally qualified person.
14. Unless otherwise provided in the Special Conditions of Sale, all lots are sold exclusive of VAT.
15. If bidding by telephone, the Auctioneers accept no liability for poor signal or being unable to reach the prospective buyer at the time required.

# Money laundering regulations

In order to confirm with the Money Laundering Regulations, all prospective purchasers must be able to verify their identity. The following schedule of documents must be provided to the auctioneers either at the auction or at the point of signing contracts prior or post sale, in order for us to be able to conduct business with you. Each purchaser must provide one original document from the following lists.

## LIST A

- **Current Signed Passport**
- **Current UK Photocard Driving License**
- **Current Full UK Driving License (old version)**
- **Fire Arms Certificate**

## LIST B

- **Utility Bill Issued Within the Last Three Months (Mobile Phone Bill Not Acceptable)**
- **Local Authority Tax Bill (Valid for the Current Year)**
- **Bank or Building Society Statement (Must Contain Current Address)**
- **The Most Recent Original Mortgage Statement**
- **Confirmation from the Electoral Roll**

If you are acting as AGENT, on behalf of another party, the auctioneers will require true certified copies of the buyers identification and identification of yourself as listed above, together with a letter of authority from the principal buyer authorising you to bid on their behalf.

If you are bidding on behalf of a company, the above documentation will be required along with a letter of authority from the said company to purchase on their behalf.

---

## Proxy and telephone bidding

The Auctioneers will accept bids by proxy or telephone. In all cases buyers will be required to fill out the relevant bidding form prior to the auction day.

A deposit cheque will be required to accompany the bidding form and will only be banked in the event that your bid is successful. The cheque should be made payable to the relevant auctioneers and should be left blank or filled in to represent 10% of the bidders maximum bid. Only if the bid is successful will the cheque be completed and presented for payment. The amount shall be for 10% of the purchase price subject to a minimum amount of £2,000. In addition, the buyer's fee of £480 (inclusive of

VAT) will also be added. Unsuccessful bidders will have the cheque returned to them or it will be destroyed dependant upon their instructions. The auctioneers will also require identification to accompany the form and cheque in accordance with the money laundering regulations.

Proxy and telephone bidding forms, together with terms and conditions for submitting bids in this manner, are available by contacting Brendons or alternatively can be downloaded from our website.

## Lot 1

34 Stert Street, Abingdon,  
Oxon OX14 3JP

**GUIDE PRICE: £7,500\***



### FREEHOLD GROUND RENT INVESTMENT

This freehold ground rent investment consists of a commercial unit with three flats above. The building is situated within the town centre of Abingdon within easy reach of Oxford City centre. The property is an attractive period brick built property with a tiled roof and occupies a prominent position. The commercial part has a peppercorn ground rent and the three flats all have ground rents of £225 pa each, thus £675 pa income in total. We understand that the lessees are interested in exercising their right to purchase. However, the lot will be offered at auction and will not be sold prior. Good road links serve the area, with easy access to the M40.

#### LEASE TERMS

34 Stert Street, Abingdon OX14 3JF – 999 years from 01/01/09

Flat 1, 34 Stert Street, Abingdon OX14 3JF – 99 years from 01/01/11

Flat 2, 34 Stert Street, Abingdon OX14 3JF – 99 years from 01/01/11

Flat 3, 34 Stert Street, Abingdon OX14 3JF – 99 years from 01/01/11

#### TENURE

Freehold

#### LOCAL AUTHORITY

Vale of White Horse District Council 0345 302 2315

#### VIEWING TIMES

External viewing only – no appointments will be made.

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

## Lot 2

GFF Flat 5, Great Downs,  
2B Downs Road, Luton LU1 1QD

**GUIDE PRICE: £90,000\***



### ONE BEDROOM INVESTMENT FLAT CLOSE TO TOWN CENTRE

This ground floor purpose built flat forms part of an attractive brick built block under a pitched tiled roof. This lot offers one bedroom accommodation and is presented in very good decorative order. The flat is let on an Assured Shorthold Tenancy for a period of 12 months from 15th May 2015 at a rent of £625pcm (£7500pa). The property will be sold as an ongoing investment with this income. The block also benefits from a security entryphone system and economy seven electric heating. Downs Road is situated to the west of Luton Town centre with its shopping facilities and main line station with services into London. The M1 and Luton Airport are also within easy reach.

#### ACCOMMODATION

Entrance Hall, Lounge/Kitchen, Inner Hallway & Bathroom

#### TENURE

Leasehold 125 years from 1 January 2005

Ground rent £100 per annum & and increasing by another £100 every 25 years.

#### LOCAL AUTHORITY & TAX RATING

Luton Borough Council 01582 546000

Council Tax Band A

#### VIEWING TIMES

By appointment through the Auctioneers

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

## Lot 3

111 Kentlea Road, Thamesmead,  
London SE28 0JF

**GUIDE PRICE: £170,000\***



**SPLIT LEVEL TWO BEDROOM FLAT IDEAL FOR INVESTMENT**

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

This first floor flat that we understand was the original show home for this development, offers spacious two bedroom accommodation. The property has its own entrance and also has a garage to the rear. The flat is in need of a certain amount of updating although it does benefit from economy seven heating and sealed double glazed windows. Kentlea Road forms part of a modern development in west Thamesmead that is well served by road links and travel connections, including Plumstead Main Line Station that connects into London. The property is sold with the benefit of vacant possession and will be of interest to owner occupiers and investment buyers.

### ACCOMMODATION

**Ground Floor** with Entrance Hall and Bedroom Two.

**First Floor** with Landing, L-Shaped Kitchen/Living Room, Bathroom with Shower and Bedroom One.

**Outside** communal Grounds and Garage in Enclosed Block

### TENURE

Leasehold approximately 112 years unexpired

### LOCAL AUTHORITY & TAX RATING

London Borough of Greenwich 020 8854 8888

Council Tax band C

### VIEWING TIMES

By appointment through the Auctioneers

## Lot 4

110 High Street, Harlington,  
Middlesex UB3 5AD

**GUIDE PRICE: £240,000\***



**TWO BEDROOM TERRACED HOUSE WITH INVESTMENT INCOME**

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

This centre terraced house is presented in good decorative order and benefits from double glazing. The property is currently let on an Assured Shorthold Tenancy at £1100 per calendar month (£13200 pa). The original agreement has expired and the tenants are holding over on the terms of their original agreement. The property is sold with the benefit of the ongoing income. The property has been extended and is well situated for access to Heathrow London Airport and road links including the A4, M4 and M25. There is easy access into Hayes, Uxbridge and Hounslow Town centres also. This property will be of interest to investment purchasers.

### ACCOMMODATION

Living Room, Kitchen and Extension to ground floor.

Landing, Bedroom One, bedroom Two and Bathroom to First Floor.

Front and Rear Gardens

### TENURE

Freehold

### LOCAL AUTHORITY & TAX RATING

London Borough of Hillingdon 01895 250111

Council Tax Band D

### VIEWING TIMES

By appointment through the Auctioneers

### JOINT AGENTS

Charrison Davis, 208 Manor Parade, High Street,  
Harlington, Middlesex, UB3 5DS 020 8897 1688

**charrison davis**  
Estate Agents

# Lot 5

By Order of the Executors

## 110 Wellesley Road, Chiswick, London W4 3AP

### GUIDE PRICE: £825,000\*



### LINK DETACHED DWELLING IN NEED OF COMPLETE MODERNISATION

The property is a link detached house offering three bedroom accommodation with a further loft room/bedroom four. The property is rendered and under a tiled roof. We would envisage it was built in the early 1900s. The house benefits from gas fired central heating although it is in need of complete updating and refurbishment throughout. There is a security alarm installed (not tested) and the first floor rear elevation is double glazed. We believe that there may be scope to provide off street parking to the front and further potential to convert this property into flats, subject to obtaining any necessary planning consent that may be required. There is a large tree in the front garden and permission has been granted by the local authority for this to be removed. This lot that is being sold with full vacant possession will be of interest to investment buyers, developers and owner/occupiers.

#### LOCATION

The property is located off Chiswick High Road close to Kew Bridge with its Station. The River Thames flows under Kew Bridge and easy access can be gained to Chiswick, Ealing and Richmond. The A4 that connects with the M4 and Central London is also within half a mile. We consider the location will be of prime interest to investment purchasers.

#### ACCOMMODATION

The ground floor consists of Porch, Entrance Hall, Living Room, Dining Room, Kitchen/Breakfast Room, Utility Room, Bathroom. The first floor consists of Landing, Three Bedrooms, Bathroom/WC and the Second Floor consists of a Loft Room/Bedroom Four. There are front and rear gardens, the latter being approx. 60' in depth with a southerly aspect.

**TENURE**  
Freehold



#### LOCAL AUTHORITY & TAX RATING

London Borough of Hounslow 020  
8583 2000  
Council Tax Band: G

#### VIEWING TIMES

15/5, 19/5, 27/5 all at 12.30pm

STARTING BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

FINAL BID

\*see Notice to Prospective Buyers for information about Guide Prices

## Lot 6

324A Neasden Lane, London  
NW10 0EP

GUIDE PRICE: £300,000\*



LARGER THAN AVERAGE INVESTMENT FLAT  
WITH DEVELOPMENT POTENTIAL

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

This extremely spacious flat occupies three floors and is situated within the heart of Neasden Town Centre with its numerous bus links and within walking distance of Neasden Station. The A406 North Circular Road providing access to the M1 is close at hand. This flat offers way above average accommodation to include 4 bedrooms. In our opinion there may be scope to split this property into two self-contained flats, subject to obtaining any consents and/or planning permission that may be required. The property is currently let on a rent guarantee scheme until 31/01/16 at a rent of £20,020 pa and the property is sold with the benefit of this ongoing income. The flat does benefit from gas fired central heating and double glazing although it is in need of some updating. This property that is being sold with a new lease, will be of interest to investment buyers.

### ACCOMMODATION

**First Floor** with Hallway, Kitchen/Diner, Living Room.  
**Second Floor** with Landing, Bedroom one, Bedroom Two, Bedroom three, Bathroom & Further Shower Room.  
**Third Floor** with Landing, Bedroom Four, Bathroom, Spacious Eaves Storage Area.

### TENURE

We understand that a new 125 year lease will be granted from completion.

### LOCAL AUTHORITY & TAX RATING

London Borough of Brent 020 8937 1234  
Council Tax Band C

### VIEWING TIMES

By appointment through the Auctioneers

## Lot 7

30 Goulds Green, Uxbridge,  
Middlesex UB8 3DG

GUIDE PRICE: £390,000\*



DETACHED BUNGALOW IN NEED OF  
UPDATING WITH DEVELOPMENT POTENTIAL

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

This detached three bedroom bungalow with garage occupies a spacious plot that offers development potential. Any intending purchaser should make their own enquiries in this regard. The property is in need of updating and modernisation. Goulds Green is situated off Harlington Road with easy access to Uxbridge and Hayes town centres. Good road links also serve the area including the A40/M25 and M4 network. Stockley Country Park and Stockley Golf Course are also within easy reach. In addition Heathrow London Airport is also accessible. The property is sold with the benefit of vacant possession and will be of interest to owner/occupiers, investment purchasers and developers.

### ACCOMMODATION

Hall, Living Room, Bedroom One, Bedroom Two, Bedroom Three, Kitchen, bathroom/WC, Gardens, Garage and Parking.

### TENURE

Freehold

### LOCAL AUTHORITY & TAX RATING

London Borough of Hillingdon 01895 250111  
Council Tax Band C

### VIEWING TIMES

18/5, 22/5, 28/5 – all at 12 noon

# Lot 8

In the Same ownership for over 60 years  
Extended completion available

375–391 North Circular Road,  
Neasden, London NW10 0HS  
**GUIDE PRICE: £2,800,000+\***



This mixed used property comprises of a car showroom originally of 9 commercial units of which 6 are double units and 3 single units with hardstanding to the front, rear service road to 4 workshops and yard areas with own separate access to 9 self-contained flats above (8 x 1 & 1 x 2 bed) and advertising hoardings on front and side elevations. Occupiers close by include a mixture of residential and commercial users with Shell petrol station occupying the corner site immediately adjoining the parade. Situated occupying an imposing site fronting onto the west side of North Circular Road with a slip road and parking directly outside between Great Central Way and Neasden Lane North (A4088) with access from Village way to the rear service road. The property has potential to develop the entire site or just the existing units to maximise the potential investment return with flat 375a showing the potential of converting the other 8 self-contained flats into 2 bedroom accommodation, subject to obtaining all necessary consents.

### LOCAL AUTHORITY

London Borough of Brent  
020 8937 1234

### VIEWING

Strictly by arrangement with the Auctioneers.

### TENURE

Freehold

### COMPLETION

Extended completion available, refer to the Auctioneers for further details.

**FREEHOLD UNBROKEN PARADE OF 9 COMMERCIAL UNITS WITH 9 SELF-CONTAINED FLATS ABOVE, WORKSHOPS AND YARD TO THE REAR PLUS ADVERTISING HOARDINGS – INVESTMENT WITH PART VACANT POSSESSION AND DEVELOPMENT POTENTIAL**

UNIT	FLOOR	DESCRIPTION	TENANCY	RENTAL
375a	First/Second	3 rooms, kitchen, bathroom, sep WC	Vacant	
377a	First	2 rooms, kitchen, bathroom, sep WC	AST	£800 pcm
379a	First	2 rooms, kitchen, bathroom, sep WC	AST	£797.20 pcm
381a	First	2 rooms, kitchen, bathroom, sep WC	AST	£797.20 pcm
383a	First	2 rooms, kitchen, bathroom, sep WC	AST	£750 pcm
385a	First	2 rooms, kitchen, bathroom, sep WC	AST	£797.20 pcm
387a	First	2 rooms, kitchen, bathroom, sep WC	AST	£900 pcm
389a	First	2 rooms, kitchen, bathroom, sep WC	AST	£650 pcm
391a	First	2 rooms, kitchen, bathroom, sep WC	AST	£650 pcm
Mezzanine		Office	Vacant	
375–377	Ground	Car showroom: 95 sq m	Vacant	
379–381	Ground	Car showroom: 98 sq m	Vacant	
383–385	Ground	Car showroom: 98 sq m	Vacant	
387	Ground	Offices & Premises: 52 sq m	Vacant	
389	Ground	Shop & Premises: 43 sq m	Vacant	
391	Ground	Shop & Premises: 43 sq m	Vacant	
375b	Rear	Workshop		ERV: £200 pw
381b	Rear	Workshop		ERV: £500 pw
387b	Rear	Workshop/Office		ERV: £100 pw
389b	Rear	Workshop		ERV: £100 pw
391b	Rear	Workshop		ERV: £200 pw
Yard	Rear	Parking for 6 cars	Vacant	
Yard	Rear	Parking for 15 cars	Vacant	
Hoarding		Let to McDonalds		£100 pm
Hoarding		Let to J C Decaux		£1,500 pa inc to £2,500 pa agreed

STARTING BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

FINAL BID

\*see Notice to Prospective Buyers for information about Guide Prices

## Lot 9

111 Melrose Avenue, Bletchley,  
Milton Keynes MK3 6PW

**GUIDE PRICE: £230,000\***



**FOUR BEDROOM DETACHED HOUSE WITH  
INVESTMENT INCOME**

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

## Lot 10

Willow Croft, Marsh Lane,  
Marsh, Aylesbury HP17 8SP

**GUIDE PRICE: £790,000\***



**IMPOSING DETACHED PROPERTY IN  
APPROX 2.5 ACRES**

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

This spacious four bedroom detached house is currently let on an Assured Shorthold Tenancy at a rent of £1200 per calendar month (£14,400pa) and is being sold with the benefit of this ongoing income. The property forms part of a popular estate and is situated in a cul de sac, within one mile of Bletchley Station and 1.3 miles of Fenny Stratford Station. The property is presented in good decorative order and benefits from double glazing, integral garage, off street parking and gas fired central heating. The property will be of interest to investment buyers.

### ACCOMMODATION

The property has not been inspected by the Auctioneers and we are advised that it consists of Entrance Hall, Lounge, Dining Room, Kitchen, Conservatory, Integral garage, First Floor Landing, Bedroom One, bedroom two, Bedroom Three, Bedroom Four, Bathroom, Gardens

### TENURE

Freehold

### LOCAL AUTHORITY & TAX RATING

Milton Keynes Council 01908 691691  
Council Tax Band D

### VIEWING TIMES

By appointment through the Auctioneers

This extended single storey family home is situated in beautiful surrounds of approx. 2.5 acres within this most sought after hamlet. The property has a sweeping driveway with electronic gates, boasts five bedrooms, three bathrooms (two ensuite), separate cloakroom, a superb triple aspect sitting room with two sets of French doors, facing south across the gardens and views of open fields. Marsh is a much sought after hamlet with far reaching views towards the Chiltern Hills. The property is ideally situated within easy reach of Stoke Mandeville with its mainline station providing a fast service to London Marylebone. The historic towns of Wendover, Thame and Aylesbury are nearby providing a good choice of shops, bars and restaurants and further direct train links from Princes Risborough to London Marylebone and Birmingham. The educational facilities in the area have an excellent reputation covering all ages with good local primary and secondary state and private schools.

### ACCOMMODATION

The property consists of 5 bedrooms, 4 bathrooms (two ensuite), Lounge and Kitchen/Diner.

### TENURE

Freehold

### LOCAL AUTHORITY & TAX RATING

Wycombe District Council 01494 461000  
Council Tax Band G

### VIEWING TIMES

By appointment through the Auctioneers

## Lot 11

22 Endwood Court,  
Handsworth Wood Road,  
Birmingham B20 2RZ

**GUIDE PRICE: £49,000\***



**PURPOSE BUILT TWO BEDROOM  
INVESTMENT FLAT**

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

This fifth floor purpose built flat offers spacious two bedroom accommodation and has attractive views. The flat benefits from a security entryphone system and electric heating. There is a lift access and well kept communal grounds. The property is currently let on an Assured Shorthold Tenancy at £525pcm (£6300pa). This agreement was from 25th November 2014 for a six month period. The property has been modernised to include a fitted kitchen and laminate flooring and offers an ideal investment opportunity. Great Barr main line station is within one mile and Hamsted Station just over a mile. The property will be of interest to investment or first time buyers.

### ACCOMMODATION

Communal Hallways, Entrance Hall, Bedroom one, bedroom two, Living Room, Kitchen, Two Bathrooms, Balcony.

### TENURE

Leasehold approximately 45 years unexpired

### LOCAL AUTHORITY & TAX RATING

Birmingham City Council 0121 303 4111  
Council Tax Band A

### VIEWING TIMES

By appointment through the Auctioneers

## Lot 12

36 Felbridge Court, High Street,  
Hayes UB3 5EP

**GUIDE PRICE: £95,000\***



**SECOND FLOOR PURPOSE BUILT FLAT IN  
NEED OF UPDATING**

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

This second (top) floor studio flat forms part of a well-kept block and offers spacious accommodation. The property is double and secondary glazed as well as benefitting from electric heating. However, the flat is in need of complete updating. This is an excellent area for investment with Heathrow Airport, Stockley Business Park and many hotels serving the area. There is allocated parking facilities and the property is sold with the benefit of vacant possession. High Street, Harlington connects from the A4 Bath Road to Hayes Town Centre. This property, that has a very long lease, will be of interest to investment purchasers.

### ACCOMMODATION

Hall, Bathroom, Kitchen, Spacious Studio Room.

### TENURE

Long Leasehold in excess of 900 years unexpired.

### LOCAL AUTHORITY & TAX RATING

London Borough of Hillingdon 01895 250111  
Council Tax Band B

### VIEWING TIMES

By appointment through the Auctioneers

### JOINT AGENTS

Charrison Davis, 208 Manor Parade, High Street,  
Harlington, Middlesex, UB3 5DS 020 8897 1688

**charrison davis**  
Estate Agents

## Lot 13

42 Beechmount Avenue,  
Hanwell W7 3AG

**GUIDE PRICE: £490,000\***



**SEMI DETACHED HOUSE WITH PLANNING PERMISSION REQUIRING UPDATING**

This semi-detached house is situated in a popular road off Greenford Avenue within easy access of Greenford, Hanwell and Ealing Broadways with their shopping and travel connections. The A40 Western Avenue is also nearby. The property is a three bedroom semi-detached house that benefits from planning permission for a rear extension and loft conversion. The property is in need of complete updating although the works for the extension and loft room have commenced. The works are incomplete and the house will be sold in its current condition. The house is sold with full vacant possession and will be of interest to owner/occupiers and investment purchasers looking to add value to this attractive property. The house also benefits from a south facing garden and is double glazed to the front elevation.

### ACCOMMODATION

Entrance Hall, Living Room, Dining Room, Kitchen, Landing, Bathroom, bedroom One, Bedroom Two, Bedroom Three. The extension and Loft Room are incomplete. South Facing Garden to rear.

### TENURE

Freehold

### LOCAL AUTHORITY & TAX RATING

London Borough of Ealing 0208 825 5000  
Council Tax Band E

### VIEWING

By appointment through the Auctioneers

### JOINT AGENTS

Sargeants, 141 Northfield Avenue,  
Ealing W13 9QT 0208 799 3800



STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

## Lot 14

178B High Street,  
Harlington UB3 5DP

**GUIDE PRICE: £140,000\***



**ONE BEDROOM FLAT IDEAL FOR INVESTMENT**

This well presented one bedroom first floor flat is situated close to Harlington Village, within easy access of Hayes Town Centre with its shopping facilities and main line station, as well as being in close proximity of Heathrow London Airport. The property has a modern fitted kitchen, double glazing, off street parking and electric heating. The flat, that also includes its own private garden, is sold with the benefit of vacant possession and offers an ideal investment opportunity. There is a strong rental market locally and therefore this property will be of great interest to investment buyers.

### ACCOMMODATION

Communal Hallway, Living Room, Kitchen, Bedroom, Bathroom, Off Street Parking Space, Own Private Garden.

### TENURE

Leasehold – 99 years from 25th December 1985

### LOCAL AUTHORITY & TAX RATING

London Borough of Hillingdon 01895 250111  
Council Tax Band C

### VIEWING

By appointment through the Auctioneers

### JOINT AGENTS

Charrison Davis, 208 Manor Parade, High Street,  
Harlington, Middlesex, UB3 5DS 020 8897 1688

**charrison davis**  
Estate Agents

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

## Lot 15

### Plots 3–4 Bakers Wood, Denham, Middlesex UB9 4LF GUIDE PRICE: £65,000\*



#### VACANT FREEHOLD PLOT OF LAND

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

## Lot 16

### Plot 5 Bakers Wood, Denham, Middlesex UB9 4LF GUIDE PRICE: £55,000\*



#### VACANT FREEHOLD PLOT OF LAND

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

This vacant plot of land that measures approx 0.58 acres is located within a popular residential area close to Denham village and Gerrards Cross with good road links including the A40 that connects to London and the M40 West and the A413 Amersham Road. The land could be suitable for a number of purposes, subject to obtaining any necessary planning consents that may be required.

#### SITE AREA

Approximately 0.58 acres (0.23 hectares)

#### TENURE

Freehold

#### LOCAL AUTHORITY

South Bucks District Council

#### VIEWING TIMES

Open site for inspection at any time

#### JOINT AUCTIONEERS

Rolfe East, 51 The Mall, Ealing, W5 3TA 020 8566 0288

This vacant plot of land that measures approx 0.28 acres in total is located within a popular residential area close to Denham village and Gerrards Cross with good road links including the A40 that connects to London and the M40 to the West, and the A413 Amersham Road. The land could be suitable for a number of purposes, subject to obtaining any necessary planning consents that may be required.

#### SITE AREA

Approximately 0.28 acres (0.11 hectares)

#### TENURE

Freehold

#### LOCAL AUTHORITY

South Bucks District Council

#### VIEWING TIMES

Open site for inspection at any time

#### JOINT AUCTIONEERS

Rolfe East, 51 The Mall, Ealing, W5 3TA 020 8566 0288

# Lot 17

## George and Dragon, Castle Street, Combe Martin, Devon EX34 0HX

**GUIDE PRICE: £375,000\***



### RECENTLY REFURBISHED HISTORIC DETACHED PUBLIC HOUSE WITH MANAGER AND GUEST ACCOMMODATION

This historic mainly detached pub and restaurant offers 6 bedroom accommodation above and has been refurbished throughout to a high standard. The property is located within the attractive village of Combe Martin in North Devon, which lies 5 miles east of Ilfracombe and 11 miles from Barnstaple on the North-West edge of Exmoor National Park. There is easy access to the A361 that links to the M5 motorway. All fixtures and fittings are included in the sale that includes a modern stainless steel kitchen, bar and lounge areas and a restaurant for 52 covers. There is owner's accommodation on the first floor and a split level terraced patio to the rear. Please note VAT is applicable to this lot.

#### ACCOMMODATION

**Ground floor:** reception hall, pool room, darts room, sports bar area, lounge bar area, restaurant, kitchen, ladies and gents WCs, store room

**First floor:** family room with kitchen, master bedroom with en-suite, separate WC, three guest rooms with en-suite shower room/WC, 2 bedrooms, store room, roof terrace

**Outside:** rear terraces, keg room

#### TENURE

Freehold

#### LOCAL AUTHORITY & TAX RATING

North Devon District Council

Rateable value: £13,500

Flat above: Council Tax Band A

#### VIEWING TIMES

By appointment through the Auctioneers

#### JOINT AUCTIONEERS

Rolfe East, 51 The Mall, Ealing W5 3TA 020 8566 0288

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN



**Mackrell  
Turner  
Garrett**

# MACKRELL TURNER GARRETT, SOLICITORS WHO PUT THE CLIENT FIRST

**Client care comes first: that's been the philosophy of law firm Mackrell Turner Garrett since our firm was founded in 1845. Our commitment to providing personal, proactive services and clear, constructive advice, designed to achieve the desired outcomes, has never changed and our residential and commercial property services perfectly illustrate our approach.**

Whether UK or overseas property is involved, we seek to conclude purchases, sales or leasehold matters as quickly and cost-effectively as possible, providing regular updates on progress from experienced property solicitors.

Our property clients benefit from advice on funding, development potential, investment purchases, landlord and tenant matters and options and conditional contracts.

Alongside this, our residential property expertise includes buy-to-let projects, equity release, rights of way, restrictive covenants and joint ownership and deeds of trust and we have excellent contacts with brokers who can source appropriate mortgage and remortgage lenders.

Our priority services can be provided at a fixed cost, ensuring certainty as to the expenses of a transaction

Property assets are a key issue for clients seeking to protect and pass on wealth by working with our inheritance tax planning, wills and trusts specialists, who focus on ensuring these different solutions combine to deliver maximum benefit for clients and their future beneficiaries. The fact that some of the trusts we manage were set up more than 70 years ago highlights our expertise.

Another aspect of our private client work involves putting in place lasting powers of attorney (LPAs). An LPA allows the person making it (the donor) to appoint a trusted person as their attorney, with the legal authority to manage the donor's affairs if they can no longer make decisions for themselves. Often made alongside a will, an LPA avoids the need for costly and time-consuming legal proceedings to unfreeze the assets of someone unable to manage their own affairs.

A property and financial affairs LPA allows the attorney to deal with issues such as managing bank accounts or selling a house while a health and welfare LPA enables them to make decisions on matters such as the donor's day-to-day care or medical treatment.

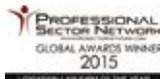
Our property and private client expertise forms part of our comprehensive range of services, designed to meet the legal needs of businesses and private clients, no matter how complex, from corporate, immigration and intellectual property law to family matters, probate and property disputes.

For more information on Mackrell Turner Garrett and our services, please contact our London office on **00 44 (0) 20 7240 0521** or visit **www.mackrell.com**.

[www.mackrell.com](http://www.mackrell.com)



Mackrell Turner Garrett Solicitors, Savoy Hill House, Savoy Hill, London, WC2R 0BU T: 00 44 (0) 20 7240 0521 • F: 00 44 (0) 20 7240 9457



4600 Lawyers  
90 Firms  
60 Countries

**MACKRELL  
INTERNATIONAL**  
[www.mackrell.net](http://www.mackrell.net)

Charissa Chang  
Corporate Development Manager



**SERVICE**

**FAST**

**FLEXIBLE**

# While auctions may be unpredictable, you can always rely on us.

We attend over 300 auctions a year and know from experience that things don't always go to plan. But whatever happens on sale day, you can bid with confidence knowing you have our expert team behind you.

- Fast response and flexible lending criteria
- Case by case individual assessment
- Transparent fees
- Award winning service

For professional use only



**Call us on 0161 933 7155**  
**visit [www.auctionfinance.co.uk](http://www.auctionfinance.co.uk)**

# Specialist Property Owners Insurance

Insurance for your auction purchase on the day  
Cover also available for Buy-to-Let Portfolios

Cover can include:

- ✓ Residential Buildings
- ✓ Commercial Buildings
- ✓ Unoccupied Properties
- ✓ Landlords Legal Protection
- ✓ Landlords Contents
- ✓ Property Owners Liability
- ✓ Employers Liability
- ✓ Renovation Projects



To obtain a competitive quotation  
call Ashley Stone or Steve Neudegg  
at BJP Insurance Brokers quoting  
'CPS' on

**0118 979 2121**

BJP Insurance Brokers Ltd is authorised and  
regulated by the Financial Conduct Authority



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

In Partnership with



[www.bjpinsure.com](http://www.bjpinsure.com)

## Next auction

Now taking instructions for our next auction on 23rd July 2015  
being held at Doubletree By Hilton (formerly Ramada Jarvis)

For a free no obligation market appraisal please contact:

Phillip Arnold MRICS CEM CREM FNAEA FNAVA, Auctioneer & Managing Partner

(E) [philliparnold@brendons.co.uk](mailto:philliparnold@brendons.co.uk)

Or

Mark Ronaldson, Auction Surveyor

(E) [markronaldson@brendons.co.uk](mailto:markronaldson@brendons.co.uk)



Brendons Auctioneers Ltd

Royal Chambers, 104 Pitshanger Lane, Ealing, London W5 1QX

(T) 08456 52 52 51 (F) 0208 810 4862

# Common Auction Conditions

Common Auction Conditions (3rd Edition August 2009 – reproduced with the consent of the RICS).

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

## 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:

1. **Glossary** The glossary gives special meanings to certain words used in both sets of conditions.
2. **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. We recommend that these conditions are set out in a two-part notice to bidders in the auction catalogue, part one containing advisory material – which auctioneers can tailor to their needs – and part two the auction conduct conditions.
3. **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 printed in bold black type appear in bold blue 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 blue 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.

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.

**Words that are capitalised have special meanings, which are defined in the Glossary.**

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

**G1. 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.
- 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.
- 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.

## Extra General Conditions

Applicable for all lots where the Common Auction Conditions apply.

- 1. The Deposit**
  - 1.1 General Conditions A5.5a shall be deemed to be deleted and replaced by the following: A5.5a. The Deposit:
    - a) must be paid to the auctioneers by cheque or bankers draft drawn on a UK clearing bank or building society (or by such other means of payment as they may accept)
    - b) is to be held as stakeholder save to the extent of the auctioneers' fees and expenses which part of the deposit shall be held as agents for the seller
- 2. Buyer's Administration Charge**
  - 2.1 Should your bid be successful you will be liable to pay a Buyer's Administration Charge of £480 (inclusive of VAT) upon exchange of contracts to the Auctioneer.
- 3. Extra Auction Conduct Conditions**
  - 3.1 Despite any special condition to the contrary the minimum deposit we accept is £2,000 (or the total price, if less). A special condition may, however, require a higher minimum deposit.

**Auction venue**  
**Doubletree By Hilton**  
**(formerly Ramada Jarvis)**  
2-8 Hanger Lane  
Ealing  
London W5 3HN

Nearest tube Ealing Common  
(Piccadilly and District Lines)



## Next auction

Now taking instructions for our next auction on Thursday 23rd July 2015  
being held at Doubletree By Hilton (formerly Ramada Jarvis)



TEL: **08456 52 52 51**

FAX: **0208 810 4862**

EMAIL: **[auctioneers@brendons.co.uk](mailto:auctioneers@brendons.co.uk)**

Royal Chambers  
104 Pitshanger Lane, London W5 1QX  
DX 5122 Ealing

**[www.brendonsauctioneers.co.uk](http://www.brendonsauctioneers.co.uk)**