



## Northamptonshire Land & Property Auctioneers



**Tuesday 11th June 2013 at 11.00am**

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

## Auction Venue



### **Collingtree Suite**

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

### **Auction Office**

Richard Greener Estate Agents, 22 Bridge Street, Northampton NN1 1NW

Tel: (01604) 230222 Fax: (01604) 232627

[www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)

Email: [auctions@richardgreener.co.uk](mailto:auctions@richardgreener.co.uk)

## The Auction Team



Richard Greener  
Director



Nick Pattison  
Director



Helen Dunn  
Administrator

## Welcome To Our June Sale 2013

### Market On The Up Again

Today's catalogue is our third sale of the year with twelve fresh opportunities in both the residential and commercial markets and a diverse range of properties on offer. Buy To Let landlords will be interested in several of our lots today with three apartments and one house available with tenants in occupation providing an instant income stream on completion as well other vacant properties with attractive yield potential for residential investors.

We also have what Estate Agents like to refer to as a "rare opportunity" when we will offer New Cross Farm at Great Brington for sale. This will be the first time on the open market for this property since it was built some two hundred years ago. For the self-build or developer buyer we also have a single building plot in the lovely village of Spratton and for commercial investors we are offering Oak House at Daventry, a 2000 square foot office block at a very attractive guide price and St Lucia House in Cliftonville Northampton with planning permission for conversion to 14 luxury apartments.

Looking back to my Auctioneers Message at the beginning of this year I predicted that transaction volumes would increase in 2013 without significant impact on prices and this is exactly what has happened. My Estate Agency office in Bridge Street has recorded a total of 71 sales agreed in the 14 weeks from 1st February to 12th May this year which gives an average of 5 sales a week over the period. To put this into perspective our performance levels in the heady days of 2007 was 6 sales a week and this year's performance is 20% up on the same period last year. Prices by contrast have yet to reach 2007 levels except in London so the buyers of today may well be able to tell their friends that they bought at the bottom of the next property boom!

Once again I extend a warm welcome to everyone attending the sale today and I am hopeful of yet another successful day of trading to maintain our 94% conversion rate of lots sold in the room or immediately afterwards. This makes Auction House Northampton one of the most successful sale rooms throughout the 33 branch network of Auction House UK and this helps us to maintain our position as the biggest seller of residential property by auction in the country.



Most of the recipients of this catalogue are registered with our local data base of over 400 buyers including investors, developers and owner occupiers however if you have not registered to receive future catalogues please call us on 01604 230222 or complete our enquiry form at [auctionhouse.uk.net](http://auctionhouse.uk.net) or complete the registration form available in the sale room on the day of the sale.

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

If you are not intending to bid please come along as a spectator and we hope you enjoy the atmosphere of the sale room and witness first hand the simplest and quickest way of buying and selling a property.

For further details visit our websites [richardgreener.co.uk](http://richardgreener.co.uk) and [auctionhouse.uk.net](http://auctionhouse.uk.net)

**The Catalogue** Details of the property and land to be sold are set out in this catalogue. All lots are sold subject to Special Conditions of Sale. It is important that prospective purchasers satisfy themselves as to the location, boundaries, condition and state of the lots before the auction.

**Plans, Maps and Photographs** The plans, maps and photographs published in the catalogue are to aid identification of the property only. The plans are not to scale.

**Energy Performance Certificates (EPCs)** Where required we include EPC ratings on the lot page. When available they can be viewed online at [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net).

**Guide Prices** Guide prices quoted in the catalogue are provided as indication only and may change at any time prior to the auction. The sale price will be dependent on bidding in the auction room and on the Vendors' instructions.

**Reserve Price** Each property will be offered subject to a reserve price. This is a confidential figure set between the Vendor and the Auctioneer. It is a figure below which the Auctioneer cannot sell the property.

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

**Pre Auction Sales** Offers made on property included in this catalogue may be accepted by the Vendor prior to the auction. If you are intending to bid at the auction for a specific lot, we recommend that you keep in contact with the Auctioneer's office.

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

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

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

**Bidding by Proxy or Telephone** If you are unable to attend the auction you are invited to contact us to discuss special arrangements for bidding by proxy or telephone. A pre auction bidding form and conditions appear towards the end of this catalogue.

**Proof of Identification** In order to abide by the money laundering regulations we ask that all prospective purchasers provide proof of identity. Please bring your passport or photographic UK driving licence and a current utility bill, bank statement or council tax bill to the auction. If purchasing on behalf of a company you will also need to present proof of your position within the company and company letterhead.

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

**Deposit** When you buy a property you will be approached by a member of Auction House staff and asked to go to the cashiers desk to sign the Memorandum of Sale. You will be asked to pay a deposit of 10% of the purchase price subject to a minimum deposit of £3,000. Deposits can only be paid by bankers draft, building society cheque or personal cheque. Cash or card payments will not be accepted. Please note, should the cheque have to be represented, a processing charge of £50.00 + VAT will be charged by deduction from the deposit.

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

**Administration Charge** Purchasers will be required to pay by cheque, an administration charge of £400.00 + VAT in addition to the deposit. A VAT receipt will be issued after the auction.

**Insurance** Unless indicated to the contrary, the seller will continue to be responsible for insuring the property until completion

**Post Auction Sales** If a property you are interested in is not sold at the auction please speak to the Auctioneer and make an offer. Your offer will be put forward to the Vendor and if accepted, you will be able to proceed with your purchase under auction rules.

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

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

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



# Order of Sale

Tuesday 11th June 2013, Collingtree Suite, Hilton Hotel, 100 Watering Lane, Collingtree,  
Northampton NN4 0XW

| LOT | ADDRESS  | GUIDE PRICE         | LOT TYPE                    |
|-----|--|---------------------|-----------------------------|
| 1   | 28 Cyril Street, Abington, Northampton                     | £115,000 - £125,000 | Residential Investment      |
| 2   | 26 Osmund Drive, Goldings, Northampton                     | £55,000 - £65,000   | Residential for Improvement |
| 3   | Flat 3, 31 Henry Bird Way, Southbridge, Northampton        | £90,000 - £100,000  | Residential Investment      |
| 4   | St Lucia House, 54 The Avenue, Cliftonville Northampton    | £395,000 - £445,000 | Residential Development     |
| 5   | Flat 6, Park View, Harlestone Road, Northampton            | £60,000 - £70,000   | Residential Investment      |
| 6   | Building Plot, 19 High Street, Spratton, Northampton       | £150,000 - £175,000 | Building Plot               |
| 7   | 55 Victoria Road, Abington, Northampton                    | £50,000 - £60,000   | Residential Investment      |
| 8   | 64 Scholars Court, Derngate, Northampton                   | £95,000 - £110,000  | Residential Investment      |
| 9   | Oak House, Royal Oak Way North, Daventry, Northamptonshire | £75,000 - £85,000   | Commercial Investment       |
| 10  | 2 Pilgrim Way, Wellingborough, Northamptonshire            | £115,000 - £130,000 | Residential for Improvement |
| 11  | New Cross Road, Great Brington, Northampton                | £400,000 - £430,000 | Residential for Improvement |
| 12  | 40 Lister Road, Wellingborough, Northamptonshire           | £60,000 - £70,000   | Residential for Improvement |



**NEXT AUCTION DATE**  
**July 2013**

**NOW TAKING ENTRIES FOR THIS AUCTION**

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

**For further information please call Auction House on**

**01604 230222**

**or e-mail**

**[auctions@richardgreener.co.uk](mailto:auctions@richardgreener.co.uk)**

**A residential investment opportunity or may be suitable for restoration to a single dwelling**

This Victorian town house stands in a popular location just off the Billing Road in Abington and is currently occupied as two separate apartments and may appeal either as a going concern or for restoration to a substantial private home. The ground floor is approached through a communal hall and has an open planning sitting/dining room, kitchen, bathroom and sun room. In addition there is a double compartment cellar which is currently used as two bedrooms. On the first floor there is an apartment offering entrance hall, sitting room, kitchen/breakfast room, bathroom and separate WC. A staircase leads to the second floor providing a large double bedroom. Externally there is an enclosed rear garden and the property benefits from gas central heating and double glazed windows.

**Description:****Accommodation****Ground Floor Apartment:**

Communal entrance hall, living room, kitchen, sun lounge and bathroom. Basement Level, bedroom one and bedroom two.

**First Floor Apartment:**

Landing, lounge, kitchen, bathroom and separate WC. Second floor double bedroom.

**Outside:**

Enclosed Rear Garden

**Investment Yield:**

The ground floor is let on an Assured Shorthold Tenancy which is now periodic at a rent passing of £580 per calendar month, inclusive of utilities.

The first floor apartment is let on an Assured Shorthold Tenancy which is also periodic at a rent of £480 per calendar month, inclusive of utilities (excluding gas for which the tenant pays the bills).

**Energy Efficiency Rating:**

Current Rating G  
Potential Rating E

**Directions**

From Northampton town centre take the Billing Road in an easterly direction and Cyril Street can be found on the left hand side just opposite the entrance to the General Hospital. Proceed up the road for approximately 100 yards and the property can be found on the left hand side with a For Sale board erected.

**Viewing**

By appointment with the Auctioneers telephone 01604 230222

**For full details including room dimensions, floor plans, area measurements (when available) and legal pack go to [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)**



**Tenure:** Freehold

**Services:** Main drainage gas, water and electricity are connected. There is partial space heating through electric night storage radiators and partial space heating through a gas fired system.

**Local Authority:** Northampton Borough Council

**Solicitors:** Park Woodfine Heald Mellows LLP, 1 Lurke Street, Bedford, MK40 3TN. Tel: 01234 312504 Ref: Mel Lawrence

**Full Details:** Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net). All published information is to aid identification of the property and is not to scale



**A modern semi detached bungalow which may be suitable for owner occupation or residential investment, subject to some interior repair and refurbishment**

The property stands on the north eastern outskirts of Northampton in an established residential area and has the benefit of off road parking space and enclosed garden with sun deck and timber store. The interior provides two bedroomed accommodation with a large kitchen/breakfast room and a 19 foot living room at the rear. Further benefits include gas fired radiator central heating and replacement PVCu double glazing.

**Description:**

**Accommodation:**

Entrance hall, kitchen/breakfast room, living room, two bedrooms and bathroom

**Outside:**

There is a fenced garden with timber store and sun deck, as well as off road parking space

**Energy Efficiency Rating:**

Current Rating E Potential Rating D

**Directions**

From Northampton town centre proceed in an easterly direction along the A455 Wellingborough Road through Abington and Weston Favell and continue on passing the Weston Favell Shopping Centre. At the Little Billing Way roundabout junction carry straight on to the next mini roundabout and then turn left onto Lings Way. Continue along this road and take the last turning on the right hand side into Goldings Road and then first left into Osmund Drive. Carry straight on and then bear left and follow the road, taking the last turning on the left into a cul-de-sac where the property stands directly ahead at the far end.

**Viewing**

By appointment with the Auctioneers, telephone 01604 230222



**For full details including room dimensions, floor plans, area measurements (when available) and legal pack go to [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)**



**Tenure:** Freehold

**Services:** Main drainage, gas, water and electricity are connected.

**Local Authority:** Northampton Borough Council

**Solicitors:** Goodchild Vizard & Smarth, 44 Hazelwood Road, Northampton, NN1 1LN. Tel: 01604 232882 Ref: James Tricker

**Full Details:** Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net). All published information is to aid identification of the property and is not to scale

**Ideal residential investment opportunity in purpose built three storey residential apartment development close to the river in the heart of Northampton**

This attractive first floor apartment is situated in the popular Southbridge development at just a short walk from Northampton town centre and with private allocated off road parking space. The well maintained apartment has an open plan lounge/diner leading to the kitchen area with built-in appliances and a Juliet balcony to the side. There is a private entrance hall, two bedrooms and bathroom. Space heating is through electric night storage radiators.

**Description:**

**Accommodation:**

Ground floor communal entrance hall with stairs to first floor landing, first floor, private entrance hall, lounge/kitchen/diner, two bedrooms and bathroom

**Outside:**

Allocated off road parking space and communal bin storage

**Terms of the Lease:**

The property is offered for sale on a 125 year lease commencing the 1st January 2000. There is an annual service charge currently £983.12 and the annual ground rent is £75.

**Terms of the Tenancy:**

The property is let on an Assured Shorthold Tenancy with a rent passing of £575 per calendar month to a fixed term of the 9th September 2013.

**Energy Efficiency Rating:**

Current Rating C/Potential Rating C

**Directions**

From Northampton town centre take the Cattle Market Road in a southerly direction bearing left onto Cotton End Road. Take the first turning on the left after the bridge onto Southbridge Road. At the mini roundabout turn left and at the T junction turn left and follow the road straight over. The property can be found on the right hand side.

**Viewing**

By appointment with the Auctioneers telephone 01604 230222

**For full details including room dimensions, floor plans, area measurements (when available) and legal pack go to [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)**



**Tenure:** Leasehold

**Services:** Main drainage, water and electricity are connected. Space heating is through electric night storage radiators and electric convector heaters.

**Local Authority:** Northampton Borough Council

**Solicitors:** Scott Fowler Solicitors, Old Church Chambers, 23-24 Sandhills Road, St James, Northampton, NN5 5LH. Tel: 01604 750506 Ref: Janet Stevenson

**Full Details:** Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net). All published information is to aid identification of the property and is not to scale



**A substantial residential/development opportunity standing in an established mixed use area ideally placed for access to Northampton General Hospital, St Andrews Hospital and the Three Shires BMI Hospital and with planning consent granted**

A modern detached two storey building extending to an internal floor area of approximately 8,695 square feet and with the benefit of planning consent for conversion to fourteen luxury apartments but which may suit alternative use, such as commercial offices or medical establishment, standing within walking distance of three major hospitals. The property occupies a site of approximately 0.35 of an acre to include parking facilities and with a frontage to The Avenue, Cliftonville of approximately 150 feet.

**Description:**

**Planning Consent:**

Planning consent was granted on the 8th July 2012 by Northampton Borough Council, application reference N2012/0766 for the conversion to fourteen apartments. A copy of the planning consent can be viewed with the legal pack.

**Plans:**

A copy of the approved plans can be viewed with the legal pack.

**Council:**

Northampton Borough Council The Guildhall, St Giles Square, Northampton NN1 1DE Telephone: 01604 837837

**Energy Efficiency Rating:**

A commercial Energy Performance Certificate is included with the legal pack.

**Directions**

From Northampton town centre take the Bedford Road to the traffic light intersection at Wollaston Motors and turn left into Cliftonville Road. Take the first turning on the right into The Avenue and the property can be found on the left hand side.

**Viewing**

Viewings are strictly by appointment with the Vendor's Sole Agents, Auction House Richard Greener, telephone 01604 230222. Prospective purchasers are advised not to enter the building on their own.

**For full details including room dimensions, floor plans, area measurements (when available) and legal pack go to [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)**



**Tenure:** Freehold

**Services:** All main services were connected to the property however, none of the existing gas or electric appliances are in working order as substantial refurbishment will be required.

**Local Authority:** Northampton Borough Council

**Solicitors:** David Dum & Co Solicitors, Jebson House, 53-61 High Street, Ruislip, HA4 7BD. Tel: 01895 612400 Ref: Godfrey Newman

**Full Details:** Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net). All published information is to aid identification of the property and is not to scale

**A residential investment opportunity comprising a ground floor apartment let on an Assured Shorthold Tenancy until August 2013**

This well maintained ground floor apartment stands in a purpose built block close to Dallington Park in the north western suburbs of Northampton and stands within gated communal grounds with ample secure off road parking space. The one bedroomed interior includes private reception hall, living room, kitchen and bathroom. Currently managed by Greener Rentals & Property Management.

**Description:**

**Accommodation:**

Gated access through electrically operated gates to car park. Communal entrance hall, private reception hall, 14ft lounge, kitchen with oven and hob, one double bedroom and bathroom with bath and shower over.

**Outside:**

There are extensive lawned communal areas to the rear of the property.

**Terms of the Lease:**

The property is held on a 125 year lease commencing March 1989 and subject to a service charge of £100 per month to include maintenance of the common parts and communal gardens, servicing of the lift and electric gates, as well as a contribution to the cost of insuring the building

**Terms of the Tenancy:**

The property is let on an Assured Shorthold Tenancy until August 2013 at a rent passing of £425 per calendar month.

**Directions**

From Northampton town centre proceed in a westerly direction through St James and fork right onto the A428 Harlestone Road. Continue along the Harlestone Road, passing Dallington Park on the right hand side and at the roundabout junction with Bants Lane and Mill Lane continue straight over where Park View is the second gateway on the left hand side.

**Viewing**

By appointment with the Auctioneers telephone 01604 230222

**For full details including room dimensions, floor plans, area measurements (when available) and legal pack go to [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)**



**Tenure:** Leasehold

**Services:** Main drainage, water and electricity are connected. Space heating is through electric night storage radiators and Dimplex convector heaters. There is a passive infra red security alarm system and secure entry phone. (None of these services has been tested).

**Local Authority:** Northampton Borough Council

**Solicitors:** Hewitsons Solicitors, Shakespeare House, 42 Newmarket Road, Cambridge, CB5 8EP. Tel: 01223 447445 Ref: Lindsey Merritt

**Full Details:** Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net). All published information is to aid identification of the property and is not to scale

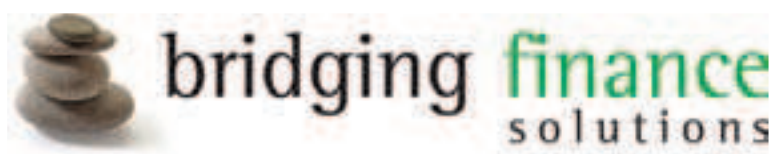


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† Based on Commercial and Mixed Use lots sold Jan 2012 to Dec 2012.



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**A rare opportunity to acquire a single building plot for a residential dwelling standing in the heart of one of the most popular villages in north Northamptonshire**

Standing in the centre of this desirable village, the plot has the benefit of outline planning consent for a single dwelling and extends to an area of approximately 0.17 of an acre with plans drawn for a substantial four bedroomed detached family home.

**Description:**

**Planning Permission:**

Outline planning consent was granted for a single dwelling on the 12 September 2012, application number DA/2012/0702, a copy of which is available with the legal pack.

**Site Dimensions:**

The site has a frontage of approximately 57 feet and a width at the rear of approximately 52 feet with an average depth of approximately 132 feet.

**Local Authority:**

Daventry District Council, Lodge Road, Daventry NN11 4FP Telephone 01327 871100

**Directions**

From Northampton Town Centre take the Kingsthorpe Road leaving Northampton towards Waitrose Supermarket, taking the left into Welford Road and proceeding through the village of Chapel Brampton. upon entering Spratton take the second right into Brixworth Road and taking the second left into the High Street. Proceed along the High Street approximately 200 yards where the site can be found on the left hand side with a For Sale board erected.



**Full Details: Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net). All published information is to aid identification of the property and is not to scale.**

**Tenure:** Freehold

**Services:** Interested parties are invited to make their own enquiries of the relevant authorities as to the availability of the services.


**Local Authority:** Daventry District Council

**Solicitors:** Goodchild Vizard & Smart, 44 Hazelwood Road, Northampton, NN1 1JN. Tel: 01604 232882 Ref: Graham Knox.

## Additional Auction Services



### Legal Documents

Legal documents for some of the lots are now or will be available online. Where you see the  icon on the website you will be able to download the documents.



### On-Line Live

Visit **[www.eigroup.co.uk](http://www.eigroup.co.uk)** and select 'Online Auctions'. Choose the auction and then 'Viewing Gallery'. You will see details of the lot being offered and can watch the bidding as it happens.  
**It is not possible to bid using this service.**

**An exceptional residential investment opportunity comprising a two bedroomed apartment in the popular residential location of Abington just off the Billing Road**

A first floor apartment forming the middle floor of a handsome three storey Victorian building arranged as three apartments with shared access. The property is currently vacant but was previously let on an Assured Shorthold Tenancy at a rent passing of £550 per calendar month. The property is very convenient for access to Northampton town centre, access to Northampton General Hospital and St Andrews Hospital.

**Description:**

**Accommodation:**

Communal entrance hall, lounge with bay window to front elevation, kitchen with appliances, two bedrooms comprising one double and one single bedroom and bathroom.

**Energy Efficiency Rating:**

To be assessed

**Terms of the Lease**

The property will be sold on a 99 year lease commencing 1978.

**Maintenance of Common Parts**

Details of the Management Company will be posted with the legal pack.

**Directions**

From Northampton town centre take the Billing Road in an easterly direction and opposite Northampton General Hospital take the third turning on the left into Victoria Road. The property can be found on the left hand side.

**Viewing**

By appointment with the Auctioneers telephone 01604 230222



**For full details including room dimensions, floor plans, area measurements (when available) and legal pack go to [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)**



**Tenure:** Leasehold

**Services:** Main drainage, gas, water and electricity are connected. Central heating is through radiators from a gas fired boiler.

**Local Authority:** Northampton Borough Council

**Solicitors:** Scott Fowler Solicitors, Old Church Chambers - 23-24 Sandhills Road, St James, Northampton, NN5 5LJ. Tel: 01604 750506 Ref: Janet Stevenson

**Full Details:** Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net). All published information is to aid identification of the property and is not to scale





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**Residential investment opportunity comprising a ground floor apartment in a very popular purpose built development close to Northampton town centre**

A very well presented two bedroomed ground floor apartment constructed by Alfred McAlpine builders with access to communal gardens. The property has been let and managed by Greener Rentals & Property Management for several years with an excellent occupancy record. The well maintained interior comprises entrance hall, lounge, kitchen, two bedrooms and a bathroom. There is private allocated parking space.

**Description:**

**Accommodation:**

Communal entrance hall, private reception hall, lounge, two bedrooms, measuring 12'10 x 9'2 and 9'3 x 6'8, kitchen with built-in appliances and bathroom with shower over bath.

**Outside:**

There is one private allocated parking space and there are visitor parking spaces

**Terms of the Lease:**

The property will be sold on a 125 year lease commencing the 1st January 1998 and subject to an annual service charge, currently £955.64, together with a ground rent of £100 per annum.

**Tenancy:**

The property is currently let on an Assured Shorthold Tenancy with a rent passing of £525 per calendar month to a fixed term of the 2nd March 2014.

**Energy Efficiency Rating:**

Current Rating D

Potential Rating C

**Directions**

Located in the town centre off Derngate, the property can be found second right in Scholars Court on the left hand side.

**Viewing**

By appointment with the Auctioneers telephone 01604 230222



**For full details including room dimensions, floor plans, area measurements (when available) and legal pack go to [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)**



**Tenure:** Leasehold

**Services:** Main drainage, water and electricity are connected. Space heating is provided by night storage radiators and hot water provided by the Stelflow mains pressure hot water cylinder. (None of these services has been tested).

**Local Authority:** Northampton Borough Council

**Solicitors:** Scott Fowler Solicitors, . Tel: Old Church Chambers, 23-24 Sandhills Road, St James, Northampton, NN5 5LH Ref: Janet Stevenson

**Full Details:** Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net). All published information is to aid identification of the property and is not to scale



**Attractive commercial investment opportunity comprising a two storey office block on an established commercial trading estate some two miles to the north of Daventry town centre and ideal for access to the M6 and M1 motorways**

This substantial link detached purpose built two storey office block extend to a gross internal floor area of approximately 2,000 square feet comprising seven individual office suites including a meeting room, reception room, kitchen and toilet facilities. The property is offered freehold with vacant possession, together with private off road parking for six vehicles and access to overflow parking for a further nine vehicles.

**Description:**

**Accommodation**

**Ground Floor:**

Reception, office one/meeting room, inner hall, three further offices, Ladies and Gents WCs

**First Floor:**

Landing, three further offices, Ladies and Gents WCs and kitchen

**Business Rates:**

The current rateable value is £11,000

**Previous Tenancy:**

The property was previously let to the Prison Service Union on an FRI lease which was surrendered in April 2013 at a rent passing of £14,500 per annum.

**Directions**

From the M1 junction 16 proceed in a westerly direction along the A5 through Flore to Weedon and continue straight on signposted towards Daventry. On entering Daventry at the first roundabout turn left, continuing along the A45 Stephan Way signposted towards Southam and follow this ring road to the next roundabout junction and take the second exit along the A45 Leamington Way. At the next roundabout junction take the first turning on the left into Royal Oak Way South and follow this road in a northerly direction into Royal Oak Way North. Continue along this road, passing Alvis Way and Riley Close and after this the property stands on the right hand side.

**Viewing**

By appointment with the Auctioneers telephone 01604 230222

**For full details including room dimensions, floor plans, area measurements (when available) and legal pack go to [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)**



**Tenure:** Freehold

**Services:** Main drainage, water and electricity are connected. Space heating is through electric Dimplex heaters. Lighting is by fluorescent strip lights. The property is fitted with an ADT passive infra red security alarm system.

**Local Authority:** Daventry District Council

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

**Full Details:** Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net). All published information is to aid identification of the property and is not to scale



**A modern three bedroomed detached house conveniently located for ease for access to Wellingborough town centre and offered with vacant possession**

Alfred Underwood built modern detached family house with the benefit of replacement PVCu double glazing and a recently replaced boiler but requiring further refurbishment, particularly to the kitchen and bathroom. The internal accommodation comprises reception hall, lounge/dining room, a kitchen/breakfast room and three double bedrooms, together with a first floor family bathroom and separate WC. Externally there is off road parking, a garage and a good sized rear garden

**Description:**

**Accommodation**

**Ground Floor:**

Entrance hall, 22 foot lounge/dining room, kitchen/breakfast room and pantry

**First Floor:**

Landing, three double bedrooms, family bathroom and separate WC

**Outside:**

Externally there is an integral garage and gardens to front and rear.

**Energy Efficiency Rating:**

Current Rating D

Potential Rating C

**Directions**

From Northampton take the A45 to Wellingborough and at the Wilby roundabout turn left onto the A509. At the next roundabout turn right into Northampton Road and continue towards the centre of Wellingborough. At the traffic light intersection continue straight on into Northampton Road. At the next roundabout take the second exit towards the town centre. Take the third turning on the right into Wood Street and at the end of the road turn left into Abbots Way and immediately first right into Pilgrim Way. The property can be found on the right hand side with a For Sale board erected.

**Viewing**

By appointment with the Auctioneers telephone 01604 230222

**For full details including room dimensions, floor plans, area measurements (when available) and legal pack go to [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)**



**Tenure:** Freehold

**Services:** Main drainage, gas, water and electricity are connected. Central heating is through radiators from a gas fired boiler which also provides the domestic hot water. (None of these services has been tested).

**Local Authority:** Wellingborough Council

**Solicitors:** Gilroy Steel Solicitors, 32a Billing Road, Northampton, NN1 5DQ. Tel: 01604 620890 Ref: Kelly-Jayne Steel

**Full Details:** Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net). All published information is to aid identification of the property and is not to scale

**A rare opportunity to acquire a detached 18th Century period stone former farmhouse with a detached stone barn in need of modernisation and refurbishment**

Standing in the delightful north Northamptonshire village of Great Brington and never before offered on the open market, the property having been in the occupation of the same family for over eighty years and prior to that part of the Althorp Estate of Lord Spencer. The property stands in delightful established gardens of approximately one third of an acre with accommodation arranged over three floors and including a detached stone barn currently used for garaging and storage and which subject to planning consent may prove suitable for other uses.

**Description:**

**Accommodation**

**Ground Floor:**

Reception hall, drawing room, dining room, kitchen, scullery, former dairy, side hall and store

**First Floor:**

Landing, three bedrooms, family bathroom, separate WC and staircase to second floor

**Second Floor:**

With two attic rooms

**Outside:**

Detached stone barn comprising garage, stable and store and additional detached store, private south facing gardens with established trees and shrubs

**Planning & Covenants:**

There is no planning history related to the property and it is not a Listed Building. The property will be sold subject to the standard Althorp Estate Schedule of Covenants.

**Energy Efficiency Rating:**

Current Rating G

Potential Rating E

**Directions**

From Northampton town centre proceed in a north westerly direction along the A428 Harlestone Road leaving the town through Duston and passing the Harlestone Firs and through the village of Lower Harlestone. Continue straight on passing Althorp Park on the left hand side and just beyond the park turn left where signposted to Great Brington. Proceed up the hill and into the village and then continue straight on passing the Althorp Coaching Inn on the right hand side where the road bears right towards Little Brington and the property stands on the right hand side.

**Viewing**

By appointment with the Auctioneers telephone 01604 230222

**For full details including room dimensions, floor plans, area measurements (when available) and legal pack go to [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)**



**Tenure:** Freehold

**Services:** Main water, electricity and drainage are connected. Partial space heating is through electric night storage radiators and there is a Rayburn solid fuel range.

**Local Authority:** Daventry District Council

**Solicitors:** Arnold Thomson Solicitors, 205 Watling Street West, Towcester, Northamptonshire, NN12 6BX. Tel: 01327 350266 Ref: Lucy Kingsnorth

**Full Details:** Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net). All published information is to aid identification of the property and is not to scale



**An established bay fronted mid terraced house offering an ideal opportunity for modernisation and refurbishment**

Standing in an established residential area in this thriving east Northamptonshire town, the property would benefit from internal refurbishment offering three bedroomed accommodation with bathroom, hall, living room, kitchen/breakfast room and utility room. There is a south facing courtyard garden at the rear.

**Description:****Ground Floor:**

Entrance porch, entrance hall, 22 foot lounge, fitted kitchen, utility room

**First Floor:**

Landing, three bedrooms and bathroom

**Outside:**

Rear courtyard garden.

**Energy Efficiency Rating:**

To be assessed

**Directions**

On leaving Wellingborough town centre proceed along A5128 Finedon Road for approximately three quarters of a mile. Turn left in to Lister Road and proceed down this road, the property can be found on the left hand side with a for sale board erected.

**Viewing**

By appointment with the Auctioneers telephone 01604 230222



**For full details including room dimensions, floor plans, area measurements (when available) and legal pack go to [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)**



**Tenure:** Freehold

**Services:** Main drainage, gas, water and electricity are connected. Central heating is through radiators from a gas fired boiler which also provides the domestic hot water. (None of these services has been tested).

**Local Authority:** Wellingborough Council

**Solicitors:** Scott Fowler Solicitors, Old Church Chambers, 23-24 Sandhills Road, St James, Northampton, NN5 5LH. Tel: 01604 750506 Ref: Janet Stevenson

**Full Details:** Photographs, room dimensions, floor plans and area measurements (when available) are included within our full details online at [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net). All published information is to aid identification of the property and is not to scale



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# Recent Auction Sale Results



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



## Billing Road

Very substantial mid Victorian period four storey property

Formerly used as offices, ideal for conversion, subject to grant of planning permission. Five ground floor rooms and original stairs, seven upper floor rooms, kitchen and wcs.

Similar commercial properties required

GUIDE PRICE  
**£220,000 - SOLD AT £265,000**



## Manor Farm House

Substantial 18th Century period stone house in need of renovation

Standing in walled gardens of approx 1/2 acre with former two storey coach house and stores. Main house arranged over three floors. Refurbishment works commenced but not finished. Backing onto fields with countryside views.

Similar properties required

GUIDE PRICE  
**£375,000 - SOLD AT £400,000**



## Semilong Road

Substantial four storey Edwardian period town house

In need of interior refurbishment. Four bedrooms and two reception rooms. Having accommodation over four floors. Basement kitchen/breakfast room, gas fired radiator central heating. Enclosed gardens.

GUIDE PRICE  
**£135,000 - SOLD AT £146,000**



## London Road

Detached bay fronted Victorian house with scope for refurbishment

With part replacement windows and re-roofed, re-wired and recent gas fired central heating. Three bedrooms and two reception rooms. Extensive lawned rear garden and garage. Scope for extension.

GUIDE PRICE  
**£150,000 - SOLD AFTER AUCTION**



## Lutterworth Road

Spacious three storey terraced house with scope to improve

In very popular Abington location with two linked reception room, large kitchen/breakfast room, cellar, four bedrooms, attic & bathroom. West facing walled rear garden and double garage. Repairs and improvement required.

GUIDE PRICE  
**£145,000 - SOLD AT £166,000**



## Lorraine Crescent

Bay fronted semi detached bungalow with potential to extend

With living room, kitchen and bathroom. Two bedrooms, garage and store. In need of interior refurbishment. Larger than average corner plot backing onto grounds of local school.

Strong demand for cash buyers

GUIDE PRICE  
**£100,000 - SOLD AT £110,000**

**SIMILAR PROPERTIES REQUIRED FOR OUR NEXT AUCTION**

Entries Invited For Future Auctions Please Call **01604 230222**



**www.auctionhouse.uk.net**



# Memorandum Of Sale



Lot No: ..... Price: .....

Property Address: .....

.....

**Name of Vendor:** .....

Address of Vendor: .....

.....

.....

.....

Postcode: .....

Telephone: .....

**Name of Purchaser:** .....

Address of Purchaser: .....

.....

.....

.....

Postcode: .....

Telephone: .....

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

Purchase Price: £ ..... Balance: £ .....

Deposit: £ ..... Completion Date: .....

We acknowledge receipt of the deposit in the form of .....

**Signed:** ..... **Date:** .....  
(Authorised Agent for Vendor)

**Signed:** ..... **Date:** .....  
(The Purchaser)

Vendors Solicitor: .....

Address of Solicitor: .....

.....

.....

.....

Postcode: .....

Telephone: .....

Purchasers Solicitor: .....

Address of Solicitor: .....

.....

.....

.....

Postcode: .....

Telephone: .....

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

In addition and at the same time, the purchaser is required to pay by cheque to the Auctioneer an Administration Charge of £400.00 +VAT



# Non-Attending Bid or Telephone Bid

Please also sign and return the reverse side of this form.



## AUTHORISATION FOR BIDDING BY PROXY OR TELEPHONE

Name \_\_\_\_\_

Name of Company (if applicable) \_\_\_\_\_

Of (address) \_\_\_\_\_

\_\_\_\_\_  
Postcode \_\_\_\_\_

Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_

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

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

## PROPERTY AND BID DETAILS

Lot No. \_\_\_\_\_ Property Address \_\_\_\_\_

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

(amount in words) \_\_\_\_\_

## DEPOSIT (tick as applicable)

I attach a cheque for 10% of my proxy bid or £3000, whichever is the greater, plus £480 (£400 + VAT Administration Charge)

## OR

I attach a blank cheque to be completed by the Auctioneer if my bid is successful, within which he will include £400 plus VAT (Administration Charge)

My cheque of £ \_\_\_\_\_ is made payable to Richard Greener Estate Agents  
(amount if applicable)

## SOLICITORS

My solicitors are \_\_\_\_\_

Of (address) \_\_\_\_\_

\_\_\_\_\_  
Postcode \_\_\_\_\_

Tel \_\_\_\_\_ Person Acting \_\_\_\_\_

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

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_

**Representative** \_\_\_\_\_ **Date** \_\_\_\_\_

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

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

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

1. The bidder must complete a separate authority form for each Lot involved, and provide a bankers draft, solicitor's client's account cheque or personal cheque for 10% of the maximum amount of the bid for each Lot. Please note the minimum deposit for any bid is £3,000 PER LOT. We will require proof of identity in the form of a driving licence or passport and a utility bill.
2. The form must be sent to, or delivered to: Written & Telephone Bids, Auction House, Richard Greener Estate Agents, 22 Bridge Street, Northampton, NN1 1NW to arrive before 6pm two working days prior to the start of the auction. It is the bidders responsibility to check that the form is received by Auction House and this can be done by telephoning the office.
3. In the case of a telephone bid the prospective purchaser should provide a blank cheque which the Auctioneer will complete on behalf of the prospective purchaser if the prospective purchaser is successful in purchasing the relevant property for 10% of the purchase price, plus the buyers premium or accordance with the General or Special Conditions of Sale relating to the lot.
4. The bidder shall be deemed to have read the "Important Notice to be read by all bidders"; the particulars of the relevant Lot in the catalogue' the general and special conditions of sale. The bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum of any amendments relating to the relevant Lot. Announcements can and should be checked by bidders on the day before the auction. However, the Auctioneers will advise the bidders of any announcements as soon as possible prior to the Auction.
5. In the case of written bid, Auction House staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted, Auction House reserve the right not to bid.
6. Auction House reserve the right not to bid on behalf of written bidders, in the event of any error, doubt, omission, uncertainty as to the bid, or for any reason whatsoever and give no warranty, or guarantee, that a bid would be made on behalf of the bidder and accept no liability.
7. In the event that the written or telephone bid is successful, the Auctioneer will sign the Memorandum of the Contract on behalf of the bidder (a Contract would have been formed on the fall of the hammer).
8. In the event of a Contract, the deposit monies will be applied so far as necessary to meet the requirement for a 10% deposit (minimum £3,000) and the balance of the deposit (if any) will be held by the vendors solicitor pending completion. An Administration charge of £480 (£400 plus VAT) should be added to the deposit cheque or a separate cheque should be made payable to Richard Greener Estate Agents.
9. In the event that the bidder is unsuccessful in gaining the Contract, the deposit monies shall be returned to the bidder promptly.
10. The Auctioneer will make no charge to a prospective purchaser for this service and will accept no liability whatsoever for any bid not being made on behalf of the prospective purchaser whether through lack of clarity of instructions or for any other reason whatsoever. Prospective telephone purchasers will not hold Auction House liable for any loss or claims relating to the telephone bidding system. The prospective purchaser will be advised if the relevant lot has been successfully purchased on his behalf as soon as possible after the auction. Where the lot has not been purchased the prospective purchaser will be notified by post and the deposit returned as soon as reasonably possible.
11. Once delivered to the Auctioneers, the authority to bid is binding on the bidder on the day on which the particular Lot is auctioned. This is to allow for the possibility of a Vendor agreeing to sell post auction where the bidding has not reached the reserve.
12. The authority can only be withdrawn by notification in writing delivered to Auction House at their office two hours before the start of the auction on the day the relevant Lot is scheduled to be auctioned, or by delivery into the hands of the Auctioneer in the auction room half-an-hour before the start of that day's auction. It is the bidders responsibility to obtain a receipt on a copy of the withdrawal notification signed by one of the Auctioneers and without such a receipt the authority stands, any successful Contract is binding on the bidder.
13. If the bidder, or an agent, actually bids at the auction without having previously withdrawn the authority, the Auctioneer is at liberty to accept such bid in addition to any bid from Auction House staff as empowered under the written authority. Auction House will have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
14. Prospective purchasers are advised in respect of telephone bids should they become disconnected during bidding or are unobtainable, Auction House will not be held responsible or liable for any loss suffered in respect thereof.

I hereby confirm that I have read and understood the above terms and conditions to bid by letter.

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

**Please sign this page and ensure the form overleaf is completed.**



# Common Auction Conditions (Edition 3)

REPRODUCED WITH THE CONSENT OF THE RICS

## INTRODUCTION

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

### GLOSSARY

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

### AUCTION CONDUCT CONDITIONS

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

### SALE CONDITIONS

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

### IMPORTANT NOTICE

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

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

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

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

## GLOSSARY

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

Wherever it makes sense:

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

### Actual completion date

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

### Addendum

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

### Agreed completion date

Subject to **condition** G9.3:

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

### Approved financial institution

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

### Arrears

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

### Arrears schedule

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

### Auction

The auction advertised in the **catalogue**.

### Auction conduct conditions

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

### Auctioneers

The auctioneers at the **auction**.

### Business day

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

### Buyer

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

### Catalogue

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

### Completion

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

### Condition

One of the **auction conduct conditions** or **sales conditions**.

### Contract

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

### Contract date

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

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

### Documents

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

### Financial charge

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

### General conditions

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

### Interest rate

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

### Lot

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

### Old arrears

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

### Particulars

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

### Practitioner

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

### Price

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

### Ready to complete

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

### Sale conditions

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

### Sale memorandum

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

### Seller

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

### Special conditions

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

### Tenancies

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

### Tenancy schedule

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

### Transfer

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

### TUPE

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

### VAT

Value Added Tax or other tax of a similar nature.

### VAT option

An option to tax.

### We (and us and our)

The **auctioneers**.

### You (and your)

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

## AUCTION CONDUCT CONDITIONS

### A1 Introduction

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

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

### A2 Our role

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

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

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

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

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

### A3 Bidding and reserve prices

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

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

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

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

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

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

### A4 The particulars and other information

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

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- A4.2 If the **special conditions** do not contain a description of the **lot**, or simply refer to the relevant **lot** number; you take the risk that the description contained in the **particulars** is incomplete or inaccurate, as the **particulars** have not been prepared by a conveyancer and are not intended to form part of a legal contract.
- A4.3 The **particulars** and the **sale conditions** may change prior to the **auction** and it is **your** responsibility to check that **you** have the correct versions.
- A4.4 If **we** provide information, or a copy of a document, provided by others **we** do so only on the basis that **we** are not responsible for the accuracy of that information or document.
- A5 The contract**
- A5.1 A successful bid is one **we** accept as such (normally on the fall of the hammer). This **condition A5** applies to **you** if **you** make the successful bid for a **lot**.
- A5.2 **You** are obliged to buy the **lot** on the terms of the **sale memorandum** at the **price** you bid plus **VAT** (if applicable).
- A5.3 **You** must before leaving the **auction**:
- (a) provide all information **we** reasonably need from **you** to enable **us** to complete the **sale memorandum** (including proof of your identity if required by **us**);
  - (b) sign the completed **sale memorandum**; and
  - (c) pay the deposit.
- A5.4 If **you** do not **we** may either:
- (a) as agent for the **seller** treat that failure as **your** repudiation of the **contract** and offer the **lot** for sale again: the **seller** may then have a claim against **you** for breach of contract; or
  - (b) sign the **sale memorandum** on **your** behalf.
- A5.5 The deposit:**
- (a) is to be held as stakeholder where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**, but otherwise is to be held as stated in the **sale conditions**; and
  - (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to **us** on an **approved financial institution**. The extra auction conduct conditions may state if **we** accept any other form of payment.
- A5.6 **We** may retain the **sale memorandum** signed by or on behalf of the **seller** until the deposit has been received in cleared funds.
- A5.7 If the **buyer** does not comply with its obligations under the **contract** then:
- (a) **you** are personally liable to buy the **lot** even if **you** are acting as an agent; and
  - (b) **you** must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.
- A5.8 Where the **buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**.
- A6 Extra Auction Conduct Conditions**
- A6.1 Despite any **special condition** to the contrary the minimum deposit **we** accept is £3,000 (or the total **price**, if less). A **special condition** may, however, require a higher minimum deposit.

## GENERAL CONDITIONS OF SALE

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

- G1. THE LOT**
- G1.1 The **lot** (including any rights to be granted or reserved, and any exclusions from it) is described in the **special conditions**, or if not so described the **lot** is that referred to in the **sale memorandum**.
- G1.2 The **lot** is sold subject to any **tenancies** disclosed by the **special conditions**, but otherwise with vacant possession on **completion**.
- G1.3 The **lot** is sold subject to all matters contained or referred to in the **documents**, but excluding any **financial charges**: these the **seller** must discharge on or before **completion**.
- G1.4 The **lot** is also sold subject to such of the following as may affect it, whether they arise before or after the **contract date** and whether or not they are disclosed by the **seller** or are apparent from inspection of the **lot** or from the **documents**:
- (a) matters registered or capable of registration as local land charges;
  - (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
  - (c) notices, orders, demands, proposals and requirements of any competent authority;
  - (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
  - (e) rights, easements, quasi-easements, and wayleaves;
  - (f) outgoing and other liabilities;
  - (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
  - (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the **buyer** has made them; and
  - (i) anything the **seller** does not and could not reasonably know about.
- G1.5 Where anything subject to which the **lot** is sold would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against that liability.
- G1.6 The **seller** must notify the **buyer** of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the **contract date** but the **buyer** must comply with them and keep the **seller** indemnified.
- G1.7 The **lot** does not include any tenant's or trade fixtures or fittings.
- G1.8 Where chattels are included in the **lot** the **buyer** takes them as they are at **completion** and the **seller** is not liable if they are not fit for use.
- G1.9 The **buyer** buys with full knowledge of:
- (a) the **documents**, whether or not the **buyer** has read them; and
  - (b) the physical condition of the **lot** and what could reasonably be discovered on inspection of it, whether or not the **buyer** has inspected it.
- G1.10 The **buyer** is not to rely on the information contained in the **particulars** but may rely on the **seller's** conveyancer's written replies to preliminary enquiries to the extent stated in those replies.
- G2. DEPOSIT**
- G2.1 The amount of the deposit is the greater of:
- (a) any minimum deposit stated in the **auction conduct conditions** (or the total **price**, if this is less than that minimum); and
  - (b) 10% of the **price** (exclusive of any **VAT** on the **price**).
- G2.2 The deposit
- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept); and
  - (b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the **seller**.

- G2.3 Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the **seller** on **completion** or; if **completion** does not take place, to the person entitled to it under the **sale conditions**.
- G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the **seller** may treat the **contract** as at an end and bring a claim against the **buyer** for breach of contract.
- G2.5 Interest earned on the deposit belongs to the **seller** unless the **sale conditions** provide otherwise.
- G3. BETWEEN CONTRACT AND COMPLETION**
- G3.1 Unless the **special conditions** state otherwise, the **seller** is to insure the **lot** from and including the **contract date** to **completion** and:
- (a) produce to the **buyer** on request all relevant insurance details;
  - (b) pay the premiums when due;
  - (c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
  - (d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;
  - (e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and
  - (f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim;
- and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.
- G3.2 No damage to or destruction of the **lot** nor any deterioration in its condition, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.
- G4. TITLE AND IDENTITY**
- G4.1 Unless **condition G4.2** applies, the **buyer** accepts the title of the **seller** to the **lot** as at the **contract date** and may raise no requisition or objection except in relation to any matter that occurs after the **contract date**.
- G4.2 If any of the **documents** is not made available before the **auction** the following provisions apply:
- (a) The **buyer** may raise no requisition on or objection to any of the **documents** that is made available before the **auction**.
  - (b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the **lot** is being sold.
  - (c) If the **lot** is not registered land the **seller** is to give to the **buyer** within five **business days** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the **buyer** the original or an examined copy of every relevant **document**.
  - (d) If title is in the course of registration, title is to consist of certified copies of:
    - (i) the application for registration of title made to the land registry;
    - (ii) the **documents** accompanying that application;
    - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
    - (iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the **buyer**.
  - (e) The **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.
- G4.3 Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that (and the **transfer** shall so provide):
- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the **buyer**; and
  - (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the **lot** where the **lot** is leasehold property.
- G4.4 The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.
- G4.5 The **seller** does not have to produce, nor may the **buyer** object to or make a requisition in relation to, any prior or superior title even if it is referred to in the **documents**.
- G4.6 The **seller** (and, if relevant, the **buyer**) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the **conditions** apply.
- G5. TRANSFER**
- G5.1 Unless a form of **transfer** is prescribed by the **special conditions**:
- (a) the **buyer** must supply a draft **transfer** to the **seller** at least ten **business days** before the **agreed completion date** and the engrossment (signed as a deed by the **buyer** if **condition G5.2** applies) five **business days** before that date or (if later) two **business days** after the draft has been approved by the **seller**; and
  - (b) the **seller** must approve or revise the draft **transfer** within five **business days** of receiving it from the **buyer**.
- G5.2 If the **seller** remains liable in any respect in relation to the **lot** (or a **tenancy**) following **completion** the **buyer** is specifically to covenant in the **transfer** to indemnify the **seller** against that liability.
- G5.3 The **seller** cannot be required to **transfer** the **lot** to anyone other than the **buyer**, or by more than one **transfer**.
- G6. COMPLETION**
- G6.1 **Completion** is to take place at the offices of the **seller's** conveyancer; or where the **seller** may reasonably require, on the **agreed completion date**. The **seller** can only be required to complete on a **business day** and between the hours of 0930 and 1700.
- G6.2 The amount payable on **completion** is the balance of the **price** adjusted to take account of apportionments plus (if applicable) **VAT** and interest.
- G6.3 Payment is to be made in pounds sterling and only by:
- (a) direct transfer to the **seller's** conveyancer's client account; and
  - (b) the release of any deposit held by a stakeholder.
- G6.4 Unless the **seller** and the **buyer** otherwise agree, **completion** cannot take place until both have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.

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- 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 APPOINTMENTS**
- 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.



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## 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.

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22 Bridge Street, Northampton NN1 1NW  
Tel: 01604 230222 Fax: 01604 232627 Email: [auctions@richardgreener.co.uk](mailto:auctions@richardgreener.co.uk)

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22 BRIDGE STREET, NORTHAMPTON NN1 1NW  
TEL: 01604 230222 FAX: 01604 232627 EMAIL: [auctions@richardgreener.co.uk](mailto:auctions@richardgreener.co.uk)  
[www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)