

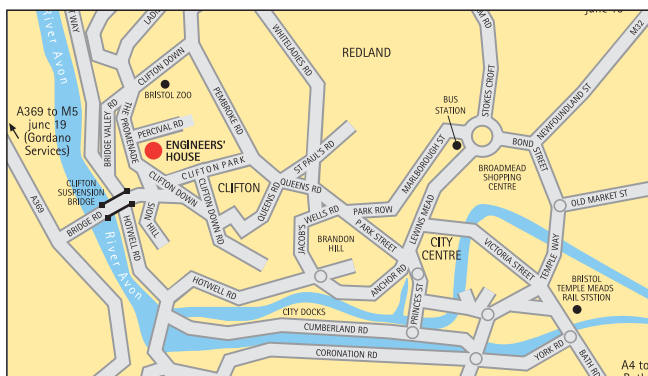
## West of England Land & Property Auctioneers



**Monday 29th July 2013 at 7.00pm**

Engineers' House, The Promenade, Clifton Down, Bristol BS8 3NB

## Auction Venue



## Engineers' House

The Promenade, Clifton Down, Bristol BS8 3NB

## Auction Offices

**Gloucestershire and West Wiltshire** - The Grange, 73 Broad Street, Chipping Sodbury, South Gloucestershire BS37 6AD

Tel: (01454) 855060 Email: [enquiriesgloucester@auctionhouse.uk.net](mailto:enquiriesgloucester@auctionhouse.uk.net)

**Bristol and Somerset** - 94E Whiteladies Road, Clifton, Bristol BS8 2QX

Tel: (0117) 946 4949 Email: [enquiriesbristol@auctionhouse.uk.net](mailto:enquiriesbristol@auctionhouse.uk.net)

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

## Welcome to our July Auction



Last month saw Auction House West of England hold its first two day sale at two different venues, Thornbury Castle and Engineers House Bristol. With an overall success rate of 82% some very pleasing results were achieved. This success has continued with our July auction being the largest West of England auction to date.

We are confident that the 19 lots on offer provide a chance for everyone, from first time buyers and owner occupiers to investors and developers. Once again we continue to serve the region with a healthy offering from Bristol, Burnham on Sea and Bridgewater.

Auction is fast becoming a preferred route for the sale of vacant commercial property, with ever increasing numbers being offered through our auction rooms both locally and nationally. Without doubt a major contributing factor for this is the Rating (Empty Properties) Act 2007 which removed the 50% relief from business rates allowed to commercial properties that remained unoccupied for more than three

months. Since the "credit crunch" in 2008, property owners have routinely suffered the additional significant holding cost of business rates often proving "the straw that broke the camels back". In a somewhat stagnant market place auction is proving the most speedy and efficient way of selling a property within the three month window.

Our introducer network continues to grow with more and more commercial agents realising the attraction of auction for them and their clients. We are pleased to welcome Harvey Henson & Co to the fold and are pleased to once again be working with Westcoast Properties, Burnham on Sea.

We are now taking lots for our 18th September auction so no matter what type of property you have and regardless of its condition the speed and certainty that auction can offer may just be the answer for you, so please call us today for your free no obligation auction appraisal.

### **ENGINEERS' HOUSE AUCTION DATES**

Wednesday 18th September 2013  
Wednesday 13th November 2013

### **THORNBURY CASTLE AUCTION DATES**

Wednesday 16th October 2013  
Wednesday 4th December 2013



**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 £250.00 + 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

Monday 29th July 2013 7.00pm, Engineers' House, The Promenade, Clifton Down, Bristol BS8 3NB

LOT	ADDRESS	GUIDE PRICE	LOT TYPE
1	Flats 1-4 20A Kensington Park, Easton, Bristol BS5 0NU	£120,000+++	Residential Investment
2	6 Newbridge Road, St Annes, Bristol BS4 4DH	£70,000+++	Residential for Improvement
3	5 Mardon Road, St Annes, Bristol BS4 4AA	£40,000 - £60,000	Residential for Improvement
4	Unit 2, 71 Netham Road, Netham View Industrial Park, Redfield, Bristol BS5 9PQ	SOLD PRIOR	Commercial
5	The Gables, Grove Road, Burnham-On-Sea, Somerset TA8 2HF	£250,000+++	Commercial
6	16 Market Street, Highbridge, Somerset TA9 3BP	£125,000 - £150,000	Commercial/Mixed Use
7	115 Cock Road, Kingswood, Bristol BS15 9SF	£220,000 - £240,000	Residential for Improvement
8	368 Gloucester Road, Horfield, Bristol BS7 8TP	£220,000 - £240,000	Commercial
9	17 Southmead Road, Southmead, Bristol BS10 5DL	WITHDRAWN	Residential for Improvement
10	Maldon House, 10 York Buildings, Bridgewater, Somerset TA6 3BS	£150,000 - £180,000	Commercial
11	73 Springfield Road, Cotham, Bristol BS6 5SW	£350,000+++	Residential for Improvement
12	The Berrow Inn, 229 Berrow Road, Burnham On Sea, Somerset TA8 2JQ	£350,000 - £380,000	Commercial
13	311 Two Mile Hill Road, Kingswood, Bristol BS15 1AP	£85,000+++	Commercial
14	Valley View, Weston Road, Flax Bourton, Bristol BS48 3QS	£150,000 - £200,000	Residential
15	56 Barlands House, Standfast Road, Henbury, Bristol BS10 7HR	Postponed	Residential Investment
16	TFF, 9 Alexandra Park, Redland, Bristol BS6 6QB	£125,000 - £140,000	Residential for Improvement
16A	Flat 1, 12 High Street, Wellington TA21 8RA	To be confirmed	Residential Investment
17	18 Wyedale Avenue, Coombe Dingle, Bristol BS9 2QQ	£180,000+++	Residential for Improvement
18	The Hayloft, Boultons Lane, Kingswood, Bristol BS15 1RY	£40,000 - £50,000	Residential Investment
19	210D Bath Road, Arnos Vale, Bristol BS4 3EQ	£30,000+++	Residential Investment

## Viewing Schedule

LOT	ADDRESS	VIEWING
1	Flats 1-4 20A Kensington Park, Easton, Bristol BS5 0NU	Wednesdays 12.00 - 12.30pm
2	6 Newbridge Road, St Annes, Bristol BS4 4DH	Wednesdays 2.45 - 3.00pm
3	5 Mardon Road, St Annes, Bristol BS4 4AA	Wednesdays 2.30 - 2.45pm
5	The Gables, Grove Road, Burnham-On-Sea, Somerset TA8 2HF	By appointment with Westcoast Properties 01278 784884
6	16 Market Street, Highbridge, Somerset TA9 3BP	By appointment with Westcoast Properties 01278 784884
7	115 Cock Road, Kingswood, Bristol BS15 9SF	Tuesdays 12.00 - 12.30pm & Thursdays 5.30 - 6.00pm
8	368 Gloucester Road, Horfield, Bristol BS7 8TP	By appointment with Morgan Beddoe 0117 946 4949
10	Maldon House, 10 York Buildings, Bridgewater, Somerset TA6 3BS	Wednesdays 10.30 - 11.00am with Westcoast Properties
11	73 Springfield Road, Cotham, Bristol BS6 5SW	Wednesdays 5.15 - 5.45pm & Saturdays 11.00 - 11.30am
12	The Berrow Inn, 229 Berrow Road, Burnham On Sea, Somerset TA8 2JQ	Thursdays 2.30 - 3.00pm with Westcoast Properties
13	311 Two Mile Hill Road, Kingswood, Bristol BS15 1AP	Mondays 5.30 - 6.00pm & Fridays 11.30 - 12.00pm with Harvey Henson & Co
14	Valley View, Weston Road, Flax Bourton, Bristol BS48 3QS	Wednesdays 2.30 - 3.00pm & Saturdays 10.00 - 10.30am
16	TFF, 9 Alexandra Park, Redland, Bristol BS6 6QB	Tuesdays 5.30 - 6.00pm & Thursdays 12.30 - 1.00pm
17	18 Wyedale Avenue, Coombe Dingle, Bristol BS9 2QQ	Tuesdays 2.30 - 3.00pm & Saturdays 12.45 - 1.15pm
18	The Hayloft, Boultons Lane, Kingswood, Bristol BS15 1RY	Tuesdays 12.45 - 1.15pm
19	210D Bath Road, Arnos Vale, Bristol BS4 3EQ	Wednesdays 3.15 - 3.30pm



**4 tenanted flats with excellent yield potential**

**Situation:** The property is situated in the heart of Easton just off Stapleton Road. The property enjoys easy access to the local shopping facilities as well as the more comprehensive shopping, leisure and cultural assets of Bristol City Centre.

**Description:** Originally the upper floors of 239 Stapleton Road the four flats are approached via a shared courtyard. The ground floor and top floor of the building have been sold off on separate 999 year leases. The accommodation comprises 1 studio and 3 one bedroom flats each sold on a separate 999 year lease. All four flats are subject to an existing 3 year tenancy paying a total of £875 PCM giving a gross yield in the region of 8.75%.

**Accommodation****First Floor****Flat(studio)****Hallway**

**Kitchen/Living area:** 3.65m x 3.61m.

**Large Cupboard:** 2.63m x 2.04m. Please note the tenant is using this room as a bedroom, it does not have any natural light or ventilation.

**Shower Room****Flat 2****Hallway**

**“L” shaped Kitchen/Living Room:** 4.94m narrowing to 2.56m x 4.67m narrowing to 1.57. With bedroom off

**Bedroom:** 2.55m x 3.16m

**Shower Room****Second Floor****Flat 3****Hallway**

**Kitchen/Living Room:** 5.77m x 2.54m

**Bedroom:** 3.91m x 2.23m

**Shower Room****Flat 4****Hallway**

**Kitchen/Living Room:** 6.35m x 2.75m

**Bedroom:** 4.06m x 2.20m

**Shower Room**

**Viewings:** Wednesdays 12.00-12.30pm

**Buyers Premium:** Please note there is a £1000 + VAT non-refundable buyers premium payable on this lot in addition to the buyers admin fee.

**For further information and legal pack go to [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)**



**Tenure:** Four individual 999 year leases

**Possession:** All four flats are subject to an existing 3 year (less one day) tenancy from 1st March 2013 in favour of Murgja 2008 Ltd paying £875 PCM.

**Local Authority:** Bristol City Council

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

**EPC Rating Flat 1: E Flats 2-4: D**

**Solicitors:** Every's Solicitors, 12 Hammet Street, Taunton TA1 1RL Tel: 01823 337 636

**Situation:** This is a most convenient location with easy access to local places of work. Leisure amenities include the Netham recreation ground on the opposite side of the Feeder and the shopping and leisure park at Avonmeads, St Phillips causeway.

**Description:** This mid terrace house has living space which has been opened up to create a large single room with a staircase leading to the first floor where there are two bedrooms and a bathroom making this an attractive and easy to manage home.

### Accommodation

#### 6 Newbridge Road:

**Front room:** 4.92m x 4.60m (max) with open tread staircase to first floor and door to

**Kitchen** 2.80m x 4.60m

#### First floor

**Bedroom 1:** 3.47m x 3.56m with range of built in wardrobes

**Bedroom 2:** 4.30m x 2.69m

#### Bathroom

**Outside:** There is an enclosed garden to the rear of the properties.

**EPC Rating:** E

**Viewings:** Wednesdays 2.45 - 3.00pm.

**Buyers Premium:** Please note there is a £1000 + VAT no-refundable buyers premium payable on this lot in addition to the buyers admin fee.

**Full Details: Photographs, room dimensions, floor plans and area measurements (when available) and legal pack 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:** Assumed to be freehold.

**Possession:** The properties are sold subject to the existing AST Agreements which will be available in the Legal Pack.

**Services:** Prospective purchasers are advised to check with the relevant authorities regarding the availability of services.

**Solicitors:** Andrew Stone, Cooke Painter, 40 Sandy Park Road, Brislington, Bristol, BS4 3PF Tel: 0117 971 4074.



**Situation:** This property is located in a most convenient position within easy reach by public transport of Brislington and St Annes as well as both the old and new business centres of the city focusing respectively on Broad Street and Temple Quay.

**Description:** This house is situated in a private cul de sac adjoining the junction of Newbridge Road and Feeder Road. A wide range of shops and leisure facilities are to be found at nearby "Avonmeads", local shops are to be found at the "village Centre" and the City Centre is within two and a half miles.

### Accommodation

Hall with doors to accommodation and open tread staircase to first floor

**Front room:** 3.73m x 3.63m with arch to

**Rear room:** 4.05m x 4.58m (max) with door to

**Kitchen:** 2.95m x 2.45m

#### First floor

**Bedroom 1:** 3.81m x 4.54m (max)

**Bedroom 2:** 2.51m (average) x 4.06m

**Bathroom:** 3.01m x 2.62

**Outside:** To the front of the house is a small garden whilst to the rear is an enclosed garden space.

### Viewings:

Wednesday 2.30 - 2.45pm. By appointment with Morgan Beddoe.

**Buyers Premium:** Please note there is a £1000 + VAT no-refundable buyers premium payable on this lot in addition to the buyers admin fee.

**Full Details: Photographs, room dimensions, floor plans and area measurements (when available) and legal pack 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:** Assumed to be freehold.

**Possession:** The property is sold subject to the existing AST Agreements. The documents will be available in the Legal Pack.

**EPC Rating:** E.

**Solicitors:** Andrew Stone, Cooke Painter, 40 Sandy Park Road, Brislington, Bristol, BS4 3PF. Tel: 0117 971 4074.





## The Gables, Grove Road, Burnham on Sea, Somerset TA8 2HF

GUIDE PRICE **£250,000+++****LOT 5**

**Situation:** The property is within a few minutes walk of Burnham-on-Sea's famous 7 mile stretch of golden sands and a host of leisure amenities are close at hand including the renowned Burnham and Berrow Championship Golf Course. Junction 22 of the M5 motorway approximately 2 miles allows for easy access into Bristol to the north, the County town of Taunton to the south and the rest of the country. There is a mainline railway station at nearby Highbridge approximately 3 miles.

**Description:** Occupying a prominent position this detached former residential care home sits in a large site with road frontage on three sides. The property has been extensively altered and extended to meet the past users requirements and now offers an opportunity for refurbishment of wholesale redevelopment (subject to planning).

The accommodation is arranged over two floors offering a range of bedrooms and bathrooms on both floors as well as some generously proportioned living accommodation on the ground floor.

**Viewings:** Westcoast Properties Tel: 01278 784 884

**Joint Auctioneers:** Westcoast Properties, 28 High Street, Burnham On Sea, Somerset, TA8 1PA Tel: 01278 784 884.  
email: [infoburnham@westcoastproperties.uk.com](mailto:infoburnham@westcoastproperties.uk.com)  
web: [www.westcoast-properties.co.uk](http://www.westcoast-properties.co.uk)



**For further information and legal pack go to [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)**



**Approx. Gross Area**  
**5078.04 Sq.Ft - 471.76 Sq.M**



For illustrative purposes only. Not to scale. Ref no:AK/11875/AH  
Whilst every attempt has been made to ensure accuracy of the floor plan all measurements are approximate and no responsibility is taken for any error, omission or measurement.  
Floor Plan produced by EPC Provision.com

**Tenure:** Freehold

**Possession:** Vacant possession on completion.

**Local Authority:** Sedgemoor District Council

**Services:** Mains electricity, gas, water and drainage.

**EPC Rating:** E

**Solicitors:** Everys Solicitors, 12 Hammet Street, Taunton TA1 1RL Tel: 01823 337 636



# NOW a Top 5 Commercial Auctioneer with experts all over the country



Call us now on 0845 873 1366

For more information visit our website  
[www.auctionhouse.uk.net/commercial](http://www.auctionhouse.uk.net/commercial)

Selling commercial lots at better prices through regional auction rooms.



# our lowest ever rate

## 0.75%



fast funding for property professionals

subject to status and standard fees

working in  
association  
with



Contact Scott Hendry or one of the Auction Team on:

☎ **0161 333 1970**     **@AuctionFinance**

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

**Situation:** Highbridge is a small market town situate on the edge of the Somerset Levels. The town benefits from a main line train service and easy access to the M5 and A38. Market Street is a busy high street location with a range of facilities and is the main approach road to the train station.

**Description:** This is a high yielding mixed use investment property in a prime position. The ground floor self-contained shop is let to an established take-away at £9,500pa. The upper floors provide a 2 bedroom maisonette with rear access. The property has recently been vacated but was previously let at £500 pcm. The maisonette would benefit from some updating.

### Accommodation

#### Ground Floor

**Kebab/Pizza Take-Away:** 52.7 sqm. Comprising a modern counter/take-away area, kitchen, large store areas, a W.C. and rear access door.

#### First Floor Flat

Access around the rear of the building via an external staircase.

**Reception Hall:** With wall mounted gas boiler. Door to bedroom and doorway to split level landing.

**Bedroom 1:** 4.04m x 2.54m Sash window to the side aspect. Radiator. Ornate Victorian style fireplace.

Split Level Landing Stairs to the upper floor and door to:

**Cloakroom:** Sash window to side aspect. Low level W.C.

**Kitchen:** 4.52m x 2.13m. Sash window to the rear aspect. Range of base cupboards and drawers beneath roll edge working surface. Inset stainless steel single drainer sink unit. Inset electric hob with cooker hood over and electric oven beneath. Wall mounted cupboards. Space for washing machine and fridge. Radiator. Ornate Victorian style fireplace.

**Living Room:** 6.73m x 4.09m. Sash bay window to the front aspect. 2 x radiators. Moulded cornices.

**Bedroom 2:** 3.68m x 2.18m. Sash window to the side aspect. Radiator.

**Bathroom:** Sash window to the side aspect. Panelled bath with shower over. Low level W.C. Pedestal wash hand basin.

**Business Rates:** The 2010 ratings list records the rateable value as £2,250 pa

**Viewing:** By appointment with Westcoast Properties 01278 784 884

**Joint Auctioneers:** Westcoast Properties, 28 High Street, Burnham On Sea, Somerset, TA8 1PA Tel: 01278 784 884  
email [infoburnham@westcoastproperties.uk.com](mailto:infoburnham@westcoastproperties.uk.com)  
web [www.westcoast-properties.co.uk](http://www.westcoast-properties.co.uk)



**For further information and legal pack go to [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)**



**Tenure:** Freehold

**Possession:** The shop is sold subject to the existing tenancy. We are informed that the shop is currently let on a 25 year lease commencing 2009, with a rent of £9,500 per annum and a 5 year rent review. The maisonette is sold with vacant possession upon completion.

**Local Authority:** To be confirmed

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

**EPC Rating Shop:** E **Flat:** D

**Solicitors:** HCV Solicitors, Croft House, Moonmoat Drive, Redditch, Worcs B98 9HN Tel: 08445 563 638.



**A substantial 4 bedroom detached house needing some attention**

Situated in this popular residential area close to the junction of Cock Road, Wraxall Road and Baden Road, this property is within a mile and a half of both Kingswood and Hanham with their comprehensive range of shopping and leisure facilities whilst the city centres of Bristol and Bath are both within 6 miles

**Description:** This is an Attractive split level house built to take full advantage of the slope of the ground on which it sits. The staircase meanders its way up from the utility room and playroom/ snug up to the reception hall and bathroom. Then on to the main landing where the large sitting room/ dining room and the extensive kitchen are to be found. Finally reaching the first floor landing with its 4 bedrooms and family bathroom.

The house has been enjoyed by the present occupiers for the 10 years and is now in need of some cosmetic attention and upgrading it will appeal to DIY enthusiasts, developers (plenty of scope for further extensions subject to the necessary planning permissions being obtained), speculators and investors.

**Accommodation****Half Landing****Hall**

**Bathroom:** Corner bath with shower unit above, low level WC, wash hand basin. Ceramic tiled floor.

**Ground floor**

**Lounge:** 5.52m x 2.69m min (4.22m max) ornamental fireplace, 2 radiators.

**Dining Room:** 3.04m x 3.10m hatch to kitchen, picture window, radiator.

**Kitchen:** 5.12m x 2.33m range of floor and wall units, laminated work surface. Tiled surround, single drainer stainless steel one and a half bowl sink unit with mixer tap, electric cooker point, central heating and hot water boiler.

**First Floor**

**Bedroom 1:** 3.91m x 3.02m Windows to 2 elevations, radiator

**Bedroom 2:** 2.41m x 2.69m Radiator

**Bedroom 3:** 3.51m x 2.41m Windows to 2 elevations Radiator

**Bedroom 4:** 3.00m x 3.00m Radiator

**Bathroom:** partially tiled, low level WC, wash hand basin, panel bath with mixer tap and shower hose attachment

**Basement**

**Play Room:** 3.11m x 3.04m door to

**Utility Room:** Plumbing for washing machine and space for tumble dryer; single drainer sink unit, Door to Garden

**Outside:** To the front of the house is an enclosed garden with a lawn and a selection of mature shrubs, a path leads to the front door. With another to the side providing access to the rear garden with its terraces and steps down to the garage and parking space.

**Viewings:** Tuesdays 12.00 - 12.30pm and Thursdays 5.30 - 6.00pm

**For further information and legal pack go to [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)**



**Tenure:** Freehold

**Possession:** Vacant possession upon completion.

**Services:** Mains water, gas, electricity and drainage are connected

**EPC Rating:** D

**Solicitors:** Cooke Painter, 314 Wells Road, Knowle, Bristol BS4 2QG.  
Tel: 0117 977 7403.



**Ideal opportunity for owner occupiers and investors**

**Situation:** This property has a high visibility profile being opposite the junction of Ashley Down Road and Gloucester Road, this is a busy retail area with a wide range of Shops, Restaurants bars and Public houses. The surrounding area is mainly residential and also includes 'The Memorial Ground' home Bristol Rovers and Bristol Rugby as well as Gloucester Cricket Club's home at the 'County Ground'

**Description:** This is a mid terrace Property with accommodation on two floors, it has been in the same ownership for many years successfully trading as the Ganges Indian Restaurant. The ground floor is arranged as a traditional restaurant of this type with 42 covers and a small bar; with a kitchen, prep area and a stock room. The First floor provides a large additional private dining room (36 covers) which is currently used as a staff rest room, along with an office, Ladies and Gents Cloakrooms and a staff shower room.

The shop and first floor could be separated to be sold off or retained as an investment.

The existing A3 planning use will be a great attraction to those planning to start a new business.

**Accommodation****Shop**

**Front Section:** 4.79m X 3.690m

**Mid Section:** 3.97m x 4.07m

**Back section:** 2.50m x 4.28

Overall length measurement of 14.39m

**Preparation Room:** 3.70m x 2.03m

**Kitchen:** 4.18m x 2.43m

**Covered Yard:** 4.85m x 2.17m

**Stockroom:** 4.89m x 5.84m

**First Floor**

**Private Dining Room/Rest Room:** 5.22m X 3.71m

**Office:** 2.95m x 1.71m

**Gents WC**

**Ladies WC**

**Staff Shower Room:** 2.60m x 1.71m

**Viewings:** By appointment with Morgan Beddoe Auction House Tel: 0117 946 4949.

**For further information and legal pack go to [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)**



**Tenure:** Freehold

**Possession:** Vacant Possession upon completion.

**Local Authority:** Bristol City Council.

**Services:** Mains water gas electricity and drainage are connected

**EPC Rating:** F

**Solicitors:** Shanaz Partners, 38 Commercial Road, London E1 6LP. Tel: 020 7375 2898.

**A large freehold office building with parking in need of modernisation**

**Situation:** Situated on the corner of Kings Place and York Buildings the property borders Kings Square with its fine range of Georgian Terraces. York Buildings now forms part of a bus lane and provides access to Cornhill and High Street, the principal shopping area for Bridgewater.

**Description:** A substantial grade II listed end of terrace building of approximately 3,200sqft. The property was last used as a dental surgery and has a planning use pursuant with this industry. Originally constructed as a house in the late 18th century the property comprises 3 floors and a basement. It retains many original features including an ornate spiral staircase set in a circular turret. There is also the added benefit of a rear yard with vehicular access from Kings Place providing parking for several cars.

The property offers an ideal opportunity for residential conversion either to a fine family home or as a flat conversion. Alternatively it could make an attractive office or continue within the health care industry.

**Viewings:** Wednesdays 10.30 - 11.00am

**Buyers Premium:** A buyers premium of 1% + VAT of the purchase price is payable in addition to the buyers admin fee.

**Joint Auctioneers:** Westcoast Properties, 28 High Street, Burnham On Sea, Somerset, TA8 1PA Tel: 01278 784 884  
email: [infoburnham@westcoastproperties.uk.com](mailto:infoburnham@westcoastproperties.uk.com)  
web: [www.westcoast-properties.co.uk](http://www.westcoast-properties.co.uk)



**For further information and legal pack go to [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)**



**Approx. Gross Area 3195.21 Sq.Ft - 296.84 Sq.M**



Second Floor



First Floor



Ground Floor



Lower Ground

For illustrative purposes only. Not to scale. Ref: nocht/1186GAM  
Whilst every attempt has been made to ensure accuracy of the floor plan all measurements are approximate and no responsibility is taken for any error, omission or measurement.  
Floor Plan produced by EPC Properties.com

**Tenure:** Believed to be freehold

**Possession:** Vacant possession upon completion

**Local Authority:** Bristol City Council

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

**Business Rates/ Council Tax:** The VOA 2010 Rating List shows the rateable value as £14,000pa

**Solicitors:** Glen Godfrey, Vertex Law LLP, 23 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4UA Tel: 01732 224 031 E: [glen.godfrey@vertexlaw.co.uk](mailto:glen.godfrey@vertexlaw.co.uk)



**Situation:** The property is situated in a cul-de-sac a short distance from Cotham Brow. Bristol University and the Bristol Royal Infirmary are within a few minutes walk and the property is well positioned for both Gloucester Road and Whiteladies Road with their range of comprehensive shopping and leisure facilities.

**Description:** This is a substantial period property in the heart of Cotham. The property has the benefit of sitting in a much wider plot than normal and subsequently offers larger than average ground floor accommodation thanks to a single storey side extension. The basement has been turned into a self contained 1 bedroom flat while the upper 3 floors offer an open plan living space with 5 bedrooms above. The property is in need of complete modernisation and it should be noted that part of the rear garden has been sold off.

**Planning Permission:** It should be noted that whilst the property is in an excellent location for student letting the property does not have the relevant planning consents. However we have passed tenancy agreements proving that the upper floors have been let to students since at least 2004. The current owners are prepared to provide a statutory declaration to this affect should it be so required.

#### **Accommodation**

##### **Ground Floor**

**Hall:** Doors to accommodation and stairs to upper floors

**Utility Room:** 1.88m x 3.55m

**Understairs Shower Room:** 2.11m x 3.27m (max) Open plan lounge/dining room/kitchen comprising:

**Dining Room:** 5.59m (into bay) x 4.13m (max) With bay window to rear elevation, arch to kitchen and opening to:

**Lounge:** 4.43m x 4.17 max. With open fireplace and window to front elevation

**Kitchen:** 2.25m x 2.45m

With range of floor units and larder

##### **First Floor**

Landing: with window to side elevation, central staircase to second floor and doors to accommodation

**Bedroom 1:** 4.31m x 4.31m. With window to front elevation and built in wardrobe.

**Bedroom 2:** 4.35m x 4.33m. With window to rear elevation and built in wardrobe

**Bedroom 5:** 2.99m x 2.44m. With window to front elevation and stained glass internal window over stairs

**Bathroom:** 2.70m x 2.51m. With cast iron panelled bath, pedestal wash basin, inset W.C., windows to side and rear elevations.

##### **Second Floor**

**Bedroom 3:** 4.32m x 4.30m. With window to front elevation and reducing ceiling height, with eaves storage

**Bedroom 4:** 4.44m x 4.34m. With window to rear elevation and reducing ceiling height, with eaves storage

**Basement:** Approached via external steps to the side of the property with covered passage way providing access to both the flat and garden.

**Hallway:** With partially glazed front door and doors to accommodation

**Living Room:** With bay window to rear elevation

**Kitchen:** Range of floor units and window to rear elevation

**Bedroom:** With window to front elevation and door to front courtyard

**Bathroom:** Bath with shower over, pedestal wash basin, W.C. and window to side elevation

##### **Garden Flat**

**Hall:** with partially glazed front door and doors to accommodation

**Lounge:** 5.95m into bay window x 4.14m radiator.

**Kitchen:** 5.48m x 2.12m Range of floor units, tiled surround, inset sink unit, plumbing for washing machine, gas cooker point, wall mounted gas fired central heating and hot water boiler radiator.

**Bedroom:** 4.40m x 4.12m Door to front light well area, radiator.

**Bathroom:** panel bath, mixer tap with shower hose attachment and shower unit above, wash hand basin, low level w.c., radiator

**Outside:** The property is approached via a level path from the pavement. To the front of the property is a sunken courtyard with undercroft vaulted storage. There are steps to the side of the property that lead down to a covered passage way that provides access to the rear garden. To the rear is a small mainly paved garden with pedestrian access to Sydenham Lane at the rear.

**Viewings:** Wednesday 5.15-5.45pm & Saturdays 11.00-11.30am

**For further information and legal pack go to [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)**



**Tenure:** Freehold

**Possession:** Vacant possession upon completion.

**Local Authority:** To be confirmed

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

**EPC Rating House:** E **Basement Flat:** D

**Solicitors:** Fussell Wright, 59 Queen Charlotte Street, Bristol BS1 4HL Tel: 0117 927 9117.

GUIDE PRICE **£350,000 - £380,000****Freehold pub set in 0.4 acres**

**Situation:** The Berrow Inn is situated in a prominent position on the B3140 Berrow Road opposite the Brent Road. The property backs on to Berrow Dunes and the Burnham and Berrow Golf Course, thus benefits from far reaching views towards the Bristol Channel and the Blue Flag awarded Berrow Beach. A comprehensive range of shopping and leisure facilities can be found nearby in the Victorian Somerset coastal town of Burnham on Sea while junction 22 of M5 and A38 are within 5 miles.

**Description:** This is a substantial detached former coaching inn set in approximately 0.4 acres. The property occupies a substantial foot print, approximately 470 sqm (GEA) and has the benefit of a substantial 4 bedroom flat above.

The property is still licensed so could continue trading as a pub and restaurant, together with the large flat above it could make a fine B&B. Alternatively the pub falls within the village limits and subsequently is a prime candidate for whole sale redevelopment. The attractive position with uninterrupted views across Berrow Dunes towards the Channel should provide a premium on any residential development.

**Accommodation****Ground Floor****Main bar/lounge****Kitchens****Restaurant/function room****Skittle alley****First Floor****Separate entrance****Lounge/ Diner****4 double bedrooms****Kitchen****Family Bathroom**

**Outside:** To the front, side and rear is a car park for multiple cars. In addition there is a sizeable beer garden with covered smoking area.

**Viewings:** Thursday 2.30 - 3.00pm with Westcoast Properties.

**Joint Auctioneers**

**For further information and legal pack go to [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)**



**Tenure:** Freehold

**Possession:** Sold subject to an existing assured shorthold tenancy agreement.

**Local Authority:** Sedgemoor District Council

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

**EPC Rating:** D

**Solicitors:** Mr Philip Hogan, Henriques Griffiths, 18 Portland Square, Bristol, BS2 8SJ Tel: 0117 9094475

**Joint Auctioneer:** Westcoast Properties, 28 High Street, Burnham on Sea, Somerset, TA8 1PA. Tel: 01278 784 884



**A two storey mid terrace shop with covered yard. Development Potential**

**Situation:** The property is conveniently situated between the high streets of Church Road, St George, and Regent Street, Kingswood. The area is an established residential suburb comprising many Victorian terraced line roads as well as much newer developments. The City Centre and A420 Bristol Ring Road are both easily accessible together with the M32.

**Description:** A Victorian mid-terrace shop with office/storage space above. To the rear is a sizable covered yard and garage with vehicular access via a shared driveway. The shop front is recessed back from the pavement and has the benefit of an electric roller shutter.

The property is now in need of renovation and offers an opportunity to convert the upper floor into residential use. There is significant scope for further extension and development to the rear of the property.

**Accommodation****Ground Floor**

**Shop:** 17m x 4.14m (max) With built-in rear office, stairs to first floor and door to:  
**Rear Covered Store:** 25m x 4.4m (max) With separate kitchen, W.C, open access to former double height garage with loading doors to a shared driveway giving access to Broadfield Road.

**First Floor**

**Front room:** 4.16m x 4.14m

**Middle room:** 4.00m x 2.25m

**Rear Room:** 4.5m x 3.95m

**Viewings:** Mondays 5.30 - 6.00pm and Fridays 11.30 - 12.00 noon.

**For further information and legal pack go to [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)**



**Tenure:** Believed to be freehold

**Possession:** Vacant possession upon completion

**Local Authority:** Bristol City Council

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

**Planning:** An informal enquiry of Bristol City Council suggests that there is an A1 planning use.

**EPC Rating:** E

**Solicitor:** Mr J Raskin, Ocean Property Lawyers, 1st Floor Office, 73 Westbury Hill, Westbury on Trym, Bristol BS9 3AD Tel: 0117 989 8000.

**Joint Agent:** Harvey Henson & Co, The Coach House, 48b London Street, Kingswood, Bristol, BS15 1QZ Tel: 0117 961 1988

**Family Home in Sought After Location**

**Situation:** This house is situated at the Flax Bourton end of Weston Road just before the roundabout at the junction with the B3129 (Nailsea road). This is a much sought after location on the boarder of the Backwell School catchment area. This is a most convenient position with excellent access long Ashton, Bristol City centre via the Long Ashton Bypass, and Nailsea. The house is located in an essentially rural situation however it adjoins a car showroom and petrol station.

**Description:** This is a two storey three bedroom 1920/30s semi-detached property of generous proportions which offers sizeable living accommodation with a largely open plan living space on the ground floor plus a further reception room. To the rear is a large garden laid mainly to lawn with off street parking for 1 car at the front.

**Accommodation**

**Entrance:** Path leading to UPVC part glazed door opening into

**Open Plan Living Space:** 8.78m (max) x 6.72m (max)

Comprising:

**Hall/ Dining Area:** 5.78m x 2.87m. Double glazed window to front elevation. Stairs to first floor. Open to:

**Living Area:** 5.8.1m (max) x 4.92m (max) Double glazed windows to side and rear elevation. Doors to kitchen, sitting room and study area. Two radiators. Ceiling coving.

**Study:** 3.00m x 1.65m. Radiator. Ceiling coving. NB No natural light or ventilation

**Sitting Room:** 4.36m into bay x 3.66m. Leaded double glazed window to front box bay. Ceiling coving.

**Kitchen:** 4.20m (max) x 2.77m (max). Double glazed window to side. Part glazed UPVC door to utility room. Range of fitted wall and base units with contrasting worktops. Tiled splashback. Space and services for domestic appliances. Door to

**Utility Room:** 2.69m x 2.69m. Door to garden. Space and services for laundry use. Worcester oil boiler supplying hot water and central heating.

**First Floor Landing**

Double glazed window to side elevation.

**Bedroom One:** 3.66m x 3.66m. Leaded double glazed window to front elevation. Radiator.

**Bedroom Two:** 4.68m x 3.04m. Double glazed window to side and rear elevations. Radiator.

**Bedroom Three:** 3.64m x 2.94m. Double glazed window to front elevation. Radiator.

**Bathroom:** Obscure double glazed window to rear elevation. Bathroom suite comprising paneled bath with shower over; pedestal wash hand basin and w.c.

**Outside:** To the front of the property is a shared entrance from the highway and a hard standing for 1 car. To the rear is a large garden with patio area and laid mainly to lawn. The garden is in need of attention.

**Viewings:** Wednesdays 2.30-3.00pm & Saturdays 10.00-10.30am



**For further information and legal pack go to [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)**



**Tenure:** Freehold

**Possession:** Vacant possession upon completion.

**Local Authority:** North Somerset Council

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

**EPC Rating:** D

**Solicitors:** Mr Philip Hogan, Henriques Griffiths, 18 Portland Square, Bristol, BS2 8SJ Tel: 0117 9094475

# HAVE YOU CONSIDERED THE AUCTION OPTION?



Benefits of selling by auction:

**HIGHER CHANCE  
OF SUCCESS**

**QUICK  
SALE**

**NO FALL  
THROUGHS**

**HIGHER PROFILE  
MARKETING**

**OPEN HOUSE  
VIEWING DAYS**

**COMPETITIVE  
BIDDING**

**BEST  
PRICE**

**auCTION  
HOUSE**  
west of england

Gloucestershire and West Wiltshire

**01454 855060**

Bristol and Somerset

**01117 946 4949**



**A one bedroom flat in popular location****Situation**

Just off Chandos Road the property is situated in the heart of popular Redland. A range of local facilities can be found on Chandos Road with a more comprehensive range available on Whiteladies Road and Gloucester Road. Redland train station is approximately 0.25 miles

**Description**

Occupying the top floor of an early Victorian mid-terrace building the flat requires modernisation. The accommodation offers an open plan kitchen/living room, one double bedroom and bathroom. There are 3 other flats in the building and the service charge is calculated annually.

The property is currently tenanted at £575 pcm to a private tenant but will be offered with vacant possession unless the purchaser should wish to retain the existing tenant.

**Accommodation**

Communal Hallway and stairs leading to top floor:

**Hallway**

**Kitchen/Living room:** 4.44m x 3.37m

**Bedroom:** 3.69m x 3.08m

**Bathroom****EPC Rating:** F

**Viewings:** Tuesdays 5.30-6.00pm & Thursdays 12.30-1.00pm

**Full Details: Photographs, room dimensions, floor plans and area measurements (when available) and legal pack 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:** Leasehold – residue of a 999 year lease.

**Local Authority:** Bristol City Council.

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

**Solicitors:** Adams Burrows, 34 Broad Street, Staple Hill, Bristol. Tel: 0117 970 224

**A 1 bed flat above a shop. Potential high yielding investment**

**Situation:** Wellington is a small market town situated between the river Tone and the Blackdown Hills. The M5 junction 26 is approximately 4 miles while the local rail link can be found 6.2 miles away in Taunton. The property is situated above a commercial unit on Wellington High Street and as such benefits from a range of shopping and leisure facilities within easy reach.

**Description:** The property occupies the front half of the first floor of this mixed use grade II listed building. The residential accommodation is approached via a coaching archway to the side of the retail unit and under the upper floors. The flat itself is a good size one bedroom unit with separate kitchen and living room. The accommodation is somewhat dated but habitable. This is an ideal investment property likely to generate a gross yield in the region of 12-15%.

**Accommodation**

**Entrance:** Communal entrance hall with shared door and stairs to first floor. Private door to flat 1.

**Entrance Hall:** With doors to accommodation

**Kitchen:** 2.34m x 2.79m

**Living Room:** 4.14m x 4.20m (into bay) With period fire place and bay window

**Bedroom:** 4.13m x 3.06m

**Bathroom****EPC Rating:** F

**Viewings:** By appointment with Gibbins Richards Tel: 01823 663311.

**Buyers Premium:** Please note there is a £750 + VAT non-refundable buyers premium payable on this lot in addition to the buyers admin fee

**Joint Auctioneers:** Gibbins Richards, 37 High Street, Wellington, Somerset TA21 8QT Tel: 01823 663311

e: [wg@gibbinsrichards.co.uk](mailto:wg@gibbinsrichards.co.uk) w: [www.gibbinsrichards.co.uk](http://www.gibbinsrichards.co.uk)

**Full Details: Photographs, room dimensions, floor plans and area measurements (when available) and legal pack 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:** Leasehold, approximately 96 years remaining. We are advised there may be a flying freehold issue in relation to the archway and interested parties should make their own enquiries.

**Possession:** Vacant possession upon completion

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

**Solicitors:** Irwin Mitchell Solicitors, Riverside East, 2 Millsands, Sheffield, S3 8DT Tel: 0870 1500 100





**A three Bedroom Semi Needing Complete restoration**

**Situation:** This Property is located in this popular residential area which has excellent access to both the City Centre and the Motorway Network via the Portway. Public transport is available in Westbury Lane as are local shopping facilities. The Blaise Castle Estate and Kings Weston Down Nature Reserve with their open Parkland and extensive Woodland are within a mile.

**Description:** This is a traditional 1930 style semi detached house with accommodation on two floors under a tiled roof. The house has been neglected for some twenty years and is now in need for a substantial make over to create a comfortable family home.

**Accommodation****Porch**

**Hall:** Under stair cupboard

**Lounge:** 4.11m x 4.23m Modern tiled fireplace, upvc double glazed window.

**Dining room:** 3.82m x 3.73m Tiled fire with wooden surround .

**Kitchen:** 2.38m x 2.68 single drainer sink unit, floor and wall unit, laminated work surface, walk in larder, door to rear garden.

**First Floor:** Landing with access to roof space

**Bedroom 1:** 4.04m x 3.81m

**Bedroom 2:** 4.40m x 3.69m

**Bedroom 3:** 2.46m x 2.42m

**Bathroom:** Bath, WC, Basin

**Outside:** To the front of the house is a lawn with a hedge border and a drive leading to the side of the house to the garage. We are told that There is a large garden to the rear of the property which is completely overgrown.

**Viewings:** Saturdays 12.45 - 1.15pm and Tuesdays 2.30 - 3.00pm.



**For further information and legal pack go to [www.auctionhouse.uk.net](http://www.auctionhouse.uk.net)**



**Tenure:** Freehold

**Possession:** Vacant possession upon completion

**Local Authority:** To be confirmed

**Services:** Mains water, gas, electricity and drainage are connected

**EPC Rating:** G

**Solicitors:** Amphlett Lissimore, 80 - 86 Westow Street, London SE19 3AF.  
Tel: 020 8771 5254

## The Hayloft, Boultons Lane, Kingswood, Bristol BS15 1RY

GUIDE PRICE **£40,000 - £50,000****LOT 18****1 bedroom tenanted house – Cash buyers only**

**Situation:** Situated to the rear of the shops on Two Mile Hill Road the property is best approached via Downend Road turning on to Boultons Road. The property benefits from easy access to the local facilities on Two Mile Hill Road and Regent Street.

**Description:** Originally part of 389 Two Mile Hill Road the Hay Loft benefits from a front courtyard/driveway and offers a ground floor open plan living space with bathroom off and 1 double bedroom on the first floor. The property is in need of some general updating however we are advised that it did not comply with the building regulations at the time of conversion and may well require further improvements. As a consequence the property is only really suitable to cash buyers.

**Accommodation**

**Ground Floor:** Front door leading straight into:

**Living Room:** 3.38m x 4.00m. Open to kitchen and stairs to first floor

**Kitchen:** 1.72m x 2.02m. With range of floor and wall units, sky light and door to:

**Shower Room**

**First Floor**

**Bedroom:** 3.39m x 2.91m

**Outside:** To the front of the property is a courtyard garden with vehicular access providing parking for one car.

**EPC Rating:** TBC

**Planning:** Planning permission was granted (PK03/3163/F) for the conversion of the property from use class B8 to C3. We are informed however the conversion was carried out without building regulation approval.

**Viewings:** Tuesdays 12.45 - 1.15pm.

**Buyers Premium:** Please note there is a £500 + VAT non-refundable buyers premium payable on this lot in addition to the buyers admin fee.

**Full Details: Photographs, room dimensions, floor plans and area measurements (when available) and legal pack 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.

**Possession:** The property is sold subject to an existing AST dated 18th January 2013 let at £350 pcm. It should be noted that the tenant is currently 2 months in arrears.

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

**Solicitors:** Everys Solicitors, 12 Hammet Street, Taunton TA1 1RL Tel: 01823 337 636



## 210D Bath Road, Arnos Vale, Bristol BS4 3EQ

GUIDE PRICE **£30,000+++****LOT 19****Attention investors – a studio flat in central location**

**Situation:** Approaching the property from the 3 Lamps junction the property is on the right hand side opposite the Paintworks. Local shopping and leisure facilities can be found nearby in the Paintworks and on Sandy Park Road with more comprehensive range on offer at St Phillips Causeway retail park and Bristol City Centre.

**Description:** The flat occupies the top floor of the large Victorian building. Currently to a DSS tenant at £300pcm this is an excellent investment opportunity offering in excess of a 10% yield. The flat has been let continuously for some time and is now in need of some general updating

**Accommodation:** The front door to the flat is on the second floor leading to:

**Hallway:** with stairs to top floor landing, doors to accommodation, window to front elevation and cupboard

**Living Space:** 3.64m x 4.10m. With Kitchen and white goods, window to rear elevation

**Bathroom:** 3.69 x 1.68. With panelled bath, W.C. and pedestal wash basin, roof light to front elevation

**EPC Rating:** TBC

**Viewings:** Wednesdays 3.15-3.30pm

**Buyers Premium:** Please note there is a £500 + VAT non-refundable buyers premium payable on this lot in addition to the buyers admin fee.

**Full Details: Photographs, room dimensions, floor plans and area measurements (when available) and legal pack 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:** Leasehold – residue of a 999 year lease.

**Possession:** The property is sold subject to the existing periodic AST dated 15th August 2012 paying £300pcm.

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

**Solicitors:** Everys Solicitors, 12 Hammet Street, Taunton TA1 1RL Tel: 01823 337 636





# BUYING AT AUCTION?

WE HAVE FAST, FLEXIBLE  
& AFFORDABLE FUNDING  
SOLUTIONS TO SUIT YOU.

**SPECIALIST AUCTION FUNDING**  
FROM **£25k TO £1m, WITH**  
**MARKET LEADING TERMS**

- |                                |  |
|--------------------------------|--|
| <b>NO</b> Upfront Fees         | <b>YES</b> Refurbishment Projects                    |
| <b>NO</b> Extension Fees       | <b>YES</b> Own Home Purchase                         |
| <b>NO</b> Exit Fees            | <b>YES</b> FSA Approved                              |
| <b>NO</b> Expiry Fees          | <b>YES</b> Funds in 7 days                           |
| <b>NO</b> Redemption Fees      | <b>YES</b> 1-12 month facilities                     |
| <b>NO</b> <b>HIDDEN COSTS!</b> | <b>YES</b> <b>INVESTMENT &amp; PERSONAL PURCHASE</b> |



in association with



☎ 0844 225 7554  
[info@bridgingfinance-solutions.co.uk](mailto:info@bridgingfinance-solutions.co.uk)  
[www.bridgingfinance-solutions.co.uk](http://www.bridgingfinance-solutions.co.uk)



**Call today for a quick decision on funding**

BFS Home Loans Ltd. is authorised and regulated by the Financial Services Authority  
in respect of Regulated Mortgage Contracts No. 563325.

YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE.



# The UK's No.1\* Residential Auctioneer

## Now a TOP 5† performing Commercial Auctioneer

🏠 30 Auction Rooms

🏠 165 Auctions programmed for 2013

🏠 Selling over 2,000 Lots this Year

🏠 Over 80%\*\* Success Rate

🏠 Most Successful Regional Auctioneer

🏠 Auction Experts for Residential, Land, Mixed Use & Investments

🏠 Expanding Commercial Auctions Service

🏠 Market Leaders in Many Areas

🏠 Buyers Database of over 60,000

🏠 Local, Well Known, Trusted & Respected

\* Based on residential lots sold Jan 2012 to Dec 2012.

\*\* Average 80.7% success rate Jan 2011 to Dec 2012.

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



Selling more properties at better prices through regional auction rooms.



# Non-Attending (Proxy) Bid or Telephone Bid

Please also sign and return the reverse side of this form



## PROPERTY DETAILS

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

## BIDDERS' DETAILS

Name \_\_\_\_\_

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

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

Postcode \_\_\_\_\_

Telephone numbers: \_\_\_\_\_ Email address: \_\_\_\_\_

## BIDDERS' SOLICITORS' DETAILS

Please obtain a quotation for me from an Auction House approved solicitor for the purchase of this property ☐

My solicitors are \_\_\_\_\_ Person Acting \_\_\_\_\_

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

Postcode \_\_\_\_\_

Tel \_\_\_\_\_

## AUTHORISATION FOR BIDDING – tick either BY PROXY BID or BY TELEPHONE BID –

### ☐ BY PROXY BID

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

I attach a cheque for 10% of my proxy bid or £3000, whichever is the greater, plus any Buyers' Premium applicable, plus the Buyers Administration Charge of £300 (£250 + VAT).

My cheque in the sum of £ \_\_\_\_\_ is made payable to "Auction House West of England".

### OR

### ☐ BY TELEPHONE BID

I attach a blank cheque to be completed by the Auctioneer if my bid is successful, within which he will include: the 10% of my proxy bid or £3000, whichever is the greater, plus any Buyers' Premium applicable, plus the Buyers Administration Charge of £300 (£250 + VAT).

I understand and accept the auctioneers' terms and condition overleaf, in particular item 6.

If my bid is successful, I authorise the Auctioneer to sign the Memorandum of Sale on my behalf and recognise that I will be legally bound as the 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, having made sure the necessary funds are available.

I have validated this instruction to bid by signing also the Terms and Conditions overleaf (not valid without).

By signing below I authorise Auction House to bid on my behalf for the property detailed above. I confirm I have read and understood the General Conditions of Sale and signed the Conditions of Bidding by Proxy or Telephone set out overleaf.

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

PLEASE MARK THE ENVELOPE EITHER PROXY OR TELEPHONE BID

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

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

1. The bidder must complete a separate authority form for each Lot involved, and provide a bankers draft, solicitor's client's account cheque or personal cheque for 10% of the maximum amount of the bid for each Lot. Please note the minimum deposit for any bid is £3,000 PER LOT. 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 (West of England), The Grange, 73 Broad Street, Chipping Sodbury, South Gloucestershire BS37 6AD 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 in 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 a written bid, Auction House staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted, Auction House reserve the right not to bid.
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 £300.00 (£250.00 + VAT) should be added to the deposit cheque or a separate cheque should be made payable to Auction House West of England.
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.**

# Memorandum Of Sale



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

Property Address: .....

.....

<b>Name of Vendor:</b> .....	<b>Name of Purchaser:</b> .....
Address of Vendor: .....	Address of Purchaser: .....
.....	.....
.....	.....
Postcode: .....	Postcode: .....
Telephone: .....	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 .....

<b>Signed:</b> ..... <b>Date:</b> .....	<b>Signed:</b> ..... <b>Date:</b> .....
(Authorised Agent for Vendor)	(The Purchaser)

Vendors Solicitor: .....	Purchasers Solicitor: .....
Address of Solicitor: .....	Address of Solicitor: .....
.....	.....
.....	.....
Postcode: .....	Postcode: .....
Telephone: .....	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 £250 +VAT



# Common Auction Conditions (Edition 3)

REPRODUCED WITH THE CONSENT OF THE RICS

## INTRODUCTION

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

### GLOSSARY

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

### AUCTION CONDUCT CONDITIONS

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

### SALE CONDITIONS

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

### IMPORTANT NOTICE

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

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

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

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

## GLOSSARY

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

Wherever it makes sense:

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

### Actual completion date

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

### Addendum

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

### Agreed completion date

Subject to **condition** G9.3:

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

### Approved financial institution

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

### Arrears

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

### Arrears schedule

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

### Auction

The auction advertised in the **catalogue**.

### Auction conduct conditions

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

### Auctioneers

The auctioneers at the **auction**.

### Business day

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

### Buyer

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

### Catalogue

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

### Completion

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

### Condition

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

### Contract

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

### Contract date

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

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

### Documents

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

### Financial charge

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

### General conditions

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

### Interest rate

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

### Lot

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

### Old arrears

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

### Particulars

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

### Practitioner

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

### Price

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

### Ready to complete

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

### Sale conditions

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

### Sale memorandum

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

### Seller

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

### Special conditions

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

### Tenancies

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

### Tenancy schedule

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

### Transfer

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

### TUPE

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

### VAT

Value Added Tax or other tax of a similar nature.

### VAT option

An option to tax.

### We (and us and our)

The **auctioneers**.

### You (and your)

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

## AUCTION CONDUCT CONDITIONS

### A1 Introduction

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

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

### A2 Our role

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

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

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

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

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

### A3 Bidding and reserve prices

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

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

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

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

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

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

### A4 The particulars and other information

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

# Common Auction Conditions (Edition 3)

REPRODUCED WITH THE CONSENT OF THE RICS

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

## GENERAL CONDITIONS OF SALE

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

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

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

# Common Auction Conditions (Edition 3)

REPRODUCED WITH THE CONSENT OF THE RICS

- G6.5 If **completion** takes place after 1400 hours for a reason other than the **seller's** default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next **business day**.
- G6.6 Where applicable the **contract** remains in force following **completion**.
- G7. NOTICE TO COMPLETE**
- G7.1 The **seller** or the **buyer** may on or after the **agreed completion date** but before **completion** give the other notice to complete within ten **business days** (excluding the date on which the notice is given) making time of the essence.
- G7.2 The person giving the notice must be **ready to complete**.
- G7.3 If the **buyer** fails to comply with a notice to complete the **seller** may, without affecting any other remedy the **seller** has:
- (a) terminate the **contract**;
  - (b) claim the deposit and any interest on it if held by a stakeholder;
  - (c) forfeit the deposit and any interest on it;
  - (d) resell the **lot**; and
  - (e) claim damages from the **buyer**.
- G7.4 If the **seller** fails to comply with a notice to complete the **buyer** may, without affecting any other remedy the **buyer** has:
- (a) terminate the **contract**; and
  - (b) recover the deposit and any interest on it from the **seller** or, if applicable, a stakeholder.
- G8. IF THE CONTRACT IS BROUGHT TO AN END**
- If the **contract** is lawfully brought to an end:
- (a) the **buyer** must return all papers to the **seller** and appoints the **seller** its agent to cancel any registration of the **contract**; and
  - (b) the **seller** must return the deposit and any interest on it to the **buyer** (and the **buyer** may claim it from the stakeholder, if applicable) unless the **seller** is entitled to forfeit the deposit under **condition G7.3**.
- G9. LANDLORD'S LICENCE**
- G9.1 Where the **lot** is or includes leasehold land and licence to assign is required this **condition G9** applies.
- G9.2 The **contract** is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- G9.3 The **agreed completion date** is not to be earlier than the date five **business days** after the **seller** has given notice to the **buyer** that licence has been obtained.
- G9.4 The **seller** must:
- (a) use all reasonable endeavours to obtain the licence at the **seller's** expense; and
  - (b) enter into any authorised guarantee agreement properly required.
- G9.5 The **buyer** must:
- (a) promptly provide references and other relevant information; and
  - (b) comply with the landlord's lawful requirements.
- G9.6 If within three months of the **contract date** (or such longer period as the **seller** and **buyer** agree) the licence has not been obtained the **seller** or the **buyer** may (if not then in breach of any obligation under this **condition G9**) by notice to the other terminate the **contract** at any time before licence is obtained. That termination is without prejudice to the claims of either **seller** or **buyer** for breach of this **condition G9**.
- G10. INTEREST AND APPORTIONMENTS**
- G10.1 If the **actual completion date** is after the **agreed completion date** for any reason other than the **seller's** default the **buyer** must pay interest at the **interest rate** on the **price** (less any deposit paid) from the **agreed completion date** up to and including the **actual completion date**.
- G10.2 Subject to **condition G11** the **seller** is not obliged to apportion or account for any sum at **completion** unless the **seller** has received that sum in cleared funds. The **seller** must pay to the **buyer** after **completion** any sum to which the **buyer** is entitled that the **seller** subsequently receives in cleared funds.
- G10.3 Income and outgoings are to be apportioned at **actual completion date** unless:
- (a) the **buyer** is liable to pay interest; and
  - (b) the **seller** has given notice to the **buyer** at any time up to **completion** requiring apportionment on the date from which interest becomes payable by the **buyer**; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the **buyer**.
- G10.4 Apportionments are to be calculated on the basis that:
- (a) the **seller** receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
  - (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year; and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
  - (c) where the amount to be apportioned is not known at **completion** apportionment is to be made by reference to a reasonable estimate and further payment is to be made by **seller** or **buyer** as appropriate within five **business days** of the date when the amount is known.
- G11. ARREARS**
- Part 1 Current rent**
- G11.1 "Current rent" means, in respect of each of the **tenancies** subject to which the **lot** is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding **completion**.
- G11.2 If on **completion** there are any **arrears** of current rent the **buyer** must pay them, whether or not details of those **arrears** are given in the **special conditions**.
- G11.3 Parts 2 and 3 of this **condition G11** do not apply to **arrears** of current rent.
- Part 2 Buyer to pay for arrears**
- G11.4 Part 2 of this **condition G11** applies where the **special conditions** give details of **arrears**.
- G11.5 The **buyer** is on **completion** to pay, in addition to any other money then due, an amount equal to all **arrears** of which details are set out in the **special conditions**.
- G11.6 If those **arrears** are not **old arrears** the **seller** is to assign to the **buyer** all rights that the **seller** has to recover those **arrears**.
- Part 3 Buyer not to pay for arrears**
- G11.7 Part 3 of this **condition G11** applies where the **special conditions**:
- (a) so state; or
  - (b) give no details of any **arrears**.
- G11.8 While any **arrears** due to the **seller** remain unpaid the **buyer** must:
- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the **tenancy**;
  - (b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the **interest rate** calculated on a daily basis for each subsequent day's delay in payment);
  - (c) on request, at the cost of the **seller**, assign to the **seller** or as the **seller** may direct the right to demand and sue for **old arrears**, such assignment to be in such form as the **seller's** conveyancer may reasonably require;
  - (d) if reasonably required, allow the **seller's** conveyancer to have on loan the counterpart of any **tenancy** against an undertaking to hold it to the **buyer's** order;
  - (e) not without the consent of the **seller** release any tenant or surety from liability to pay **arrears** or accept a surrender of or forfeit any **tenancy** under which **arrears** are due; and
  - (f) if the **buyer** disposes of the **lot** prior to recovery of all **arrears** obtain from the **buyer's** successor in title a covenant in favour of the **seller** in similar form to part 3 of this **condition G11**.
- G11.9 Where the **seller** has the right to recover **arrears** it must not without the **buyer's** written consent bring insolvency proceedings against a tenant or seek the removal of goods from the **lot**.
- G12. MANAGEMENT**
- G12.1 This **condition G12** applies where the **lot** is sold subject to **tenancies**.
- G12.2 The **seller** is to manage the **lot** in accordance with its standard management policies pending **completion**.
- G12.3 The **seller** must consult the **buyer** on all management issues that would affect the **buyer** after **completion** (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a **tenancy**; or a new **tenancy** or agreement to grant a new **tenancy**) and:
- (a) the **seller** must comply with the **buyer's** reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the **seller** to a liability that the **seller** would not otherwise have, in which case the **seller** may act reasonably in such a way as to avoid that liability;
  - (b) if the **seller** gives the **buyer** notice of the **seller's** intended act and the **buyer** does not object within five **business days** giving reasons for the objection the **seller** may act as the **seller** intends; and
  - (c) the **buyer** is to indemnify the **seller** against all loss or liability the **seller** incurs through acting as the **buyer** requires, or by reason of delay caused by the **buyer**.
- G13. RENT DEPOSITS**
- G13.1 This **condition G13** applies where the **seller** is holding or otherwise entitled to money by way of rent deposit in respect of a **tenancy**. In this **condition G13** "rent deposit deed" means the deed or other document under which the rent deposit is held.
- G13.2 If the rent deposit is not assignable the **seller** must on **completion** hold the rent deposit on trust for the **buyer** and, subject to the terms of the rent deposit deed, comply at the cost of the **buyer** with the **buyer's** lawful instructions.
- G13.3 Otherwise the **seller** must on **completion** pay and assign its interest in the rent deposit to the **buyer** under an assignment in which the **buyer** covenants with the **seller** to:
- (a) observe and perform the **seller's** covenants and conditions in the rent deposit deed and indemnify the **seller** in respect of any breach;
  - (b) give notice of assignment to the tenant; and
  - (c) give such direct covenant to the tenant as may be required by the rent deposit deed.
- G14. VAT**
- G14.1 Where a **sale condition** requires money to be paid or other consideration to be given, the payer must also pay any **VAT** that is chargeable on that money or consideration, but only if given a valid **VAT** invoice.
- G14.2 Where the **special conditions** state that no **VAT option** has been made the **seller** confirms that none has been made by it or by any company in the same **VAT** group nor will be prior to **completion**.
- G15. TRANSFER AS A GOING CONCERN**
- G15.1 Where the **special conditions** so state:
- (a) the **seller** and the **buyer** intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
  - (b) this **condition G15** applies.
- G15.2 The **seller** confirms that the **seller**
- (a) is registered for **VAT**, either in the **seller's** name or as a member of the same **VAT** group; and
  - (b) has (unless the sale is a standard-rated supply) made in relation to the **lot** a **VAT option** that remains valid and will not be revoked before **completion**.
- G15.3 The **buyer** confirms that:
- (a) it is registered for **VAT**, either in the **buyer's** name or as a member of a **VAT** group;
  - (b) it has made, or will make before **completion**, a **VAT option** in relation to the **lot** and will not revoke it before or within three months after **completion**;
  - (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
  - (d) it is not buying the **lot** as a nominee for another person.
- G15.4 The **buyer** is to give to the **seller** as early as possible before the **agreed completion date** evidence:
- (a) of the **buyer's** **VAT** registration;
  - (b) that the **buyer** has made a **VAT option**; and
  - (c) that the **VAT option** has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, **condition G14.1** applies at **completion**.
- G15.5 The **buyer** confirms that after **completion** the **buyer** intends to:
- (a) retain and manage the **lot** for the **buyer's** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**; and
  - (b) collect the rents payable under the **tenancies** and charge **VAT** on them
- G15.6 If, after **completion**, it is found that the sale of the **lot** is not a transfer of a going concern then:
- (a) the **seller's** conveyancer is to notify the **buyer's** conveyancer of that finding and provide a **VAT** invoice in respect of the sale of the **lot**;
  - (b) the **buyer** must within five **business days** of receipt of the **VAT** invoice pay to the **seller** the **VAT** due; and
  - (c) if **VAT** is payable because the **buyer** has not complied with this **condition G15**, the **buyer** must pay and indemnify the **seller** against all costs, interest, penalties or surcharges that the **seller** incurs as a result.
- G16. CAPITAL ALLOWANCES**
- G16.1 This **condition G16** applies where the **special conditions** state that there are capital allowances available in respect of the **lot**.
- G16.2 The **seller** is promptly to supply to the **buyer** all information reasonably required by the **buyer** in connection with the **buyer's** claim for capital allowances.
- G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the **special conditions**.
- G16.4 The **seller** and **buyer** agree:
- (a) to make an election on **completion** under Section 198 of the Capital Allowances Act 2001 to give effect to this **condition G16**; and
  - (b) to submit the value specified in the **special conditions** to HM Revenue and Customs for the purposes of their respective capital allowance computations.



# Common Auction Conditions (Edition 3)

REPRODUCED WITH THE CONSENT OF THE RICS

## 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.

# National & Local, Knowledgeable & Professional

**Auction House** is the fastest growing auctioneering network in the UK and an increasingly attractive alternative to the major London players and corporate firms. Now operating over 30 regional auction rooms with others set to open shortly, **Auction House** is the most effective independent option available to local sellers, and operates from auction rooms easily accessible to local buyers.

Regional **Auction House** are run by prominent Estate Agents and experienced Auctioneers who have a wealth of local knowledge and market experience. **Auction House** offers that local capability and expertise along with national advertising and marketing – a combination of local knowledge and national strength that is both successful and compelling.



- 1 East Anglia
- 2 Nth Lincolnshire/Nth Notts/Sth Yorkshire
- 3 South Essex
- 4 South Lincolnshire/East Leicestershire
- 5 Coventry & Warwickshire
- 7 Cambridgeshire
- 8 Hull & East Yorkshire
- 9 South Yorkshire/North Derbyshire
- 10 Cumbria
- 12 North East
- 14 Cheshire & North East Wales
- 15 Merseyside & The Wirral
- 17 West Yorkshire
- 18 South West Wales
- 19 Tees Valley
- 20 Berkshire, North Hants, South Bucks & South Oxon
- 21 York & North Yorkshire
- 22 Lancashire
- 23 Surrey
- 25 Leicestershire & Rutland
- 26 Northamptonshire
- 27 London
- 28 Hertfordshire & Middlesex
- 29 Birmingham & Black Country
- 30 Devon & Cornwall
- 31 Manchester
- 32 West of England
- 33 South East Wales
- 34 East Hertfordshire & West Essex
- 35 Beds & Bucks
- 36 Scotland



**Gloucestershire and West Wiltshire** - The Grange, 73 Broad Street, Chipping Sodbury, South Gloucestershire BS37 6AD Tel: 01454 855060

**Bristol and Somerset** - 94E Whiteladies Road, Clifton, Bristol BS8 2QX Tel: 0117 946 4949

Email: [westofengland@auctionhouse.uk.net](mailto:westofengland@auctionhouse.uk.net) [www.auctionhouse.uk.net/westofengland](http://www.auctionhouse.uk.net/westofengland)

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

