



Phillip Arnold Auctions

"Passionate about property since 1979"

Auction Catalogue

Lots offered on behalf of
A2 Dominion Housing,
Government Legal
Department, Fixed Charge
Receivers, Property
Companies and Others



Public Auction to be held at:
Doubletree By Hilton
2-8 Hanger Lane, Ealing, London W5 3HN
on **Friday 14th July 2017** at 12 noon

Phillip Arnold Auctions

Tel: 020 8799 3880

www.philliparnoldauctions.co.uk

Auctioneer: Phillip Arnold MRICS, CEM CREA, FNAEA, FNAVA, Past President of NAVA



RICS

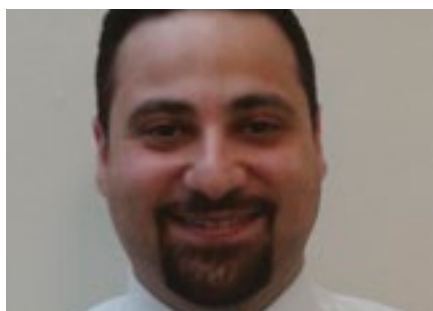




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Welcome to Phillip Arnold Auctions fourth auction of 2017 at our regular venue of the Doubletree by Hilton Hotel, Ealing Common W5, starting as usual at 12 noon.

We had a 72% success rate in the room at our third auction of 2017, achieving a total of £4,209,500 raised – an excellent result in the pre-election climate. Ground rents continue to do well at auction with an investment opportunity in Carlyle Road, Ealing going for £69,000 off a guide of £55,000.

This July catalogue features a second floor two bedroom flat in Camden on behalf of the Government Legal Department, a popular commercial lot on Uxbridge Road in Acton with a residential flat above and an unusual and attractive development opportunity in Todmorden – a former Methodist church with planning consent for 13 apartments.

We hope you will enjoy browsing through our lots and we look forward to seeing you on Friday 14th July.

Good luck with your bidding whether in the room, on the phone, by proxy or by internet.

IMPORTANT NOTES

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

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

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

Additional fees: Please note that the following additional fees will apply to the purchase of your property:

1. Buyers Premium of £600 inclusive of VAT
2. Other fees as listed within the Special Conditions of Sale that form part of the legal pack which is made available to you prior to auction. You will be expected to sign this document as well as the Sales Memorandum at the time of purchase.
3. Stamp Duty – rates easily available on-line
4. Your solicitor fees and any survey fees
5. Insurance – it is your responsibility from the **date of exchange** to insure the property purchased.

Money laundering regulations

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

LIST A

- Current signed passport
- current UK photocard driving licence
- current full UK driving licence (old version)
- Firearms certificate

LIST B

- Utility bill issued within the last three months (mobile phone bill not acceptable)
- Local authority tax bill (valid for the current year)
- Bank or building society statement (must contain current address)
- The most recent original mortgage statement
- Confirmation from the electoral roll

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

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

Proxy, telephone and internet bidding

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

A deposit cheque will be required to accompany the bidding form and will only be banked in the event that your bid is successful. The cheque should be made payable to the relevant auctioneers and should be left blank or filled in to represent 10% of the bidders maximum bid. Only if the bid is successful will the cheque be completed and presented for payment. The amount shall be for 10% of the purchase price

subject to a minimum amount of £2,000. In addition, the buyer's fee of £500 +VAT will also be added. Unsuccessful bidders will have the cheque returned to them or it will be destroyed dependant upon their instructions. The auctioneers will also require identification to accompany the form and cheque in accordance with the money laundering regulations.

Remote bidding forms, together with terms and conditions for submitting bids in this manner, are available by contacting Phillip Arnold Auctions or alternatively can be downloaded from our website.

Notice to prospective buyers

1. The Auctioneers will generally offer the lots in the order as shown in the catalogue, although they reserve the right to amend the order of sale.
2. The addendum is an important document and provides details of amendments to the catalogue and Conditions of Sale. Prospective buyers should ensure that they inspect this document as its contents will form part of the sales contract. Prospective buyers should ensure that they have a copy of the catalogue and addendum prior to bidding and are deemed to have read these documents whether they have done so or not.
3. Phillip Arnold Auctions will always endeavour to inform prospective purchasers of variations to the catalogue, when such changes are brought to their attention. The Auctioneers nor their clients can be held responsible for any losses, damages or abortive costs incurred in respect of lots that are withdrawn or sold prior to auction.
4. Prospective buyers bid on the basis that they have checked the General Conditions of Sale, that are detailed at the back of the catalogue, and the Special Conditions of Sale relating to each individual lot. If there is a conflict between them, the Special Conditions of Sale shall prevail. Details are contained within the legal packs for each lot that are available for inspection at the offices of the Auctioneers or can be downloaded free of charge from the website. Legal documents will also be available in the auction room on the day of the sale.
5. Prospective buyers bid on the basis that they are deemed to have inspected all lots, have made all necessary enquiries and have checked the legal documentation. Buyers are deemed to be satisfied that they fully understand their content. The Auctioneers strongly suggest that buyers take legal and professional advice prior to bidding on any lot. The Auctioneers will make every possible endeavour to provide access to all lots prior to the sale although this can not be guaranteed. The Auctioneers will attempt to answer any queries prior to auction and in the auction room. The Auctioneer will not be able to answer any questions whilst the auction is proceeding.
6. Guide price*: this is an indication of the Seller's current minimum acceptable price at auction. The guide price is given to assist prospective buyers in deciding whether or not to pursue a purchase. It is usual, but not always the case, that a provisional reserve range is agreed between the Seller and the Auctioneer at the start of marketing. As the reserve is not fixed at this stage and can be adjusted by the Seller at any time up to the day of the auction in the light of interest shown during the marketing period, a guide price is issued. This Guide Price can be shown in the form of a minimum and maximum price range within which an acceptable sale price (reserve) would fall, or as a single price figure within 10% of which the minimum acceptable price (reserve) would fall. A Guide Price is different to a Reserve Price (see separate definition). Both the Guide Price and the Reserve Price can be subject to change up to and including the day of the auction.
7. *Reserve Price*: The Seller's minimum acceptable price at auction and the figure below which the Auctioneer cannot sell. The Reserve Price is not disclosed and remains confidential between the Seller and the Auctioneer. Both the Guide Price and the Reserve Price can be subject to change up to and including the day of the auction.
8. On the day of sale it is the bidder's duty to attract the Auctioneer's attention and prospective buyers are therefore advised to bid clearly without delay. Bids may be refused at the Auctioneers discretion and the Auctioneers reserve the right to bid on behalf of the vendor up to the reserve. At the fall of the hammer the successful bidder will be under a binding contract to purchase the property in accordance with the general and special conditions of sale, together with addendum and contents of this notice. The buyer will be required to supply without delay their name and address, solicitors details, identification and deposit. They will then be required to sign the auction memorandum. Should the buyer refuse, the Auctioneer is legally entitled to sign the memorandum on behalf of the buyer or alternatively offer the lot to the under bidder or re-offer to the room and claim any resultant loss against the original buyer. Completion of the sale and payment of the balance of the purchase money is 28 days after the exchange of contracts unless the conditions of sale provide otherwise.
9. A deposit amount of 10% of the selling price (plus VAT where applicable) is required for each lot subject to a minimum of £2,000 unless otherwise stated by the Auctioneer. Payment can be made by bankers draft, building society cheque, company cheque or personal cheque or by debit card with a pin number. Please note we will not accept cash under any circumstances. The Auctioneers only accept deposit cheques on the basis that there are adequate funds in the account on which the cheque is drawn and reserve the right to take any action as appropriate against a purchaser whose cheque is not honoured on first presentation. We can accept credit cards but please be advised that an additional 1.65% will be charged at time of use.
10. A successful purchaser will also be required to pay a Buyer's Administration charge of £600 inclusive of VAT by cheque made payable to Phillip Arnold Auctions.
11. Unless otherwise stated all property is sold subject to a reserve price whether declared or not.
12. Please note that purchasers will not be entitled to keys or access to vacant properties until completion of the sale. If access is required it may be arranged through the relevant Auctioneers with the express permission of the vendor. The buyer will be responsible for insuring the lot that they purchase from exchange of contracts unless the Special Conditions of Sale state otherwise.
13. No representation or warranty is made in respect of the structure of any properties or in relation to their state of repair. The Auctioneers advise that all prospective buyers should arrange for a survey of the particular lot by a professionally qualified person.
14. Unless otherwise provided in the Special Conditions of Sale, all lots are sold exclusive of VAT.
15. If bidding by telephone or internet, the Auctioneers accept no liability for poor signal or connection, or being unable to reach the prospective buyer at the time required.

LOT
1

By Order of Fixed Charge Receivers

28 Sheraton Business Centre,
Wadsworth Road, Perivale UB6 7JB

Guide Price: £100,000*

VACANT COMMERCIAL FREEHOLD SITE



This freehold site is being sold with full vacant possession. Originally the site formed part of a terrace of commercial units that were destroyed by fire. The site has since been cleared and the plot offers scope for the erection of a building subject to obtaining any necessary consent or permission that may be required. Wadsworth Road is situated within easy access of the A40 and also close to Perivale Central Line and Alperton Piccadilly Line underground stations. This lot will be of interest to investment purchasers and builders.

ACCOMMODATION

Vacant Site

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

London Borough of Ealing 0208 825 5000

There does not appear to be a ratings entry on VOA

VIEWING TIMES

Open site for inspection. The Auctioneers accept no liability for injury. We suggest that the site is viewed from the exterior.

STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT
2

34a Beechwood Avenue, Greenford,
Middlesex UB6 9UA

Guide Price: £195,000*

**FIRST FLOOR TWO BEDROOM FLAT WITH
GARDEN & PARKING**



This two bedroom first floor maisonette benefits from gas fired central heating and double glazing although it does require some updating throughout. The property is situated off Ruislip Road within easy reach of Greenford, Southall and Northolt centres. The property is currently let at £1200 pcm (£14,400 pa). The original term of the AST has expired and the tenants are holding over on the terms of that agreement. There is the added benefit of its own share of garden to the rear and a front/side garden that can provide off street parking subject to obtaining any necessary consent that may be required. This property will be of interest to investment purchasers.

ACCOMMODATION

Porch, Hallway, Bedroom One, Bedroom Two, Lounge, Kitchen, Bathroom, Own Rear Garden, Off Street Parking.

TENURE

Leasehold – approx 53 years unexpired

LOCAL AUTHORITY & TAX RATING

London Borough of Ealing

020 8825 5000

Council Tax Band: C

VIEWING TIMES

By appointment through the Auctioneers

STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT
3

By Order of A2 Dominion



Flat 3, 30 Belgrave Gardens, London NW8 0RB

Guide Price: £200,000*

FIRST FLOOR STUDIO FLAT IN NEED OF UPDATING



This first floor studio flat is situated in a prime inner London location of St Johns Wood just off the famous Abbey Road. Kilburn High Road Station is within a few minutes walk and good road links serve the area. The property forms part of a Georgian Style building that has been sub divided into self contained flats. The flat, that benefits from an entryphone system and large windows, is in need of updating and is sold with vacant possession. This lot will be of interest to owner occupiers and investors.

ACCOMMODATION

Entrance Lobby, Open Plan Studio/Kitchen, Inner Lobby, Bathroom

TENURE

Leasehold – 99 years from 1st June 1979

LOCAL AUTHORITY & TAX RATING

Westminster City Council

020 8748 3020

Council Tax Band: C

VIEWING TIMES

By appointment through the Auctioneers

PLEASE NOTE

The special conditions of sale provide that the purchaser is to pay an additional sum of 1.25% + VAT of the purchase price towards the vendor's expenses.

STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT
4

By Order of the Government
Legal Department



79 Weavers Way, Camden, London NW1 0XG

Guide Price: £280,000*

SECOND FLOOR TWO BEDROOM FLAT IN NEED OF UPDATING



The property forms part of a purpose built block which is set back from the main road. The flat is situated on the second floor within the building and is in need of updating and modernisation throughout. The property offers two bedroom accommodation and is being sold with full vacant possession. Please note that this property will not be sold prior to auction. Weavers Way is within walking distance of Camden Town with its attractions and underground station. Camden Road over ground station is also within walking distance. This flat will be of interest to investment purchasers and owner occupiers.

ACCOMMODATION

Second Floor – Entrance Hall, Bedroom One, Bedroom Two, Bathroom, Kitchen, Reception Room.

TENURE

Leasehold

LOCAL AUTHORITY & TAX RATING

London Borough of Camden

0207 974 4444

Council Tax Band: D

VIEWING TIMES

Fri 23/6 @ 12.30pm Thurs 29/6 @ 12.30pm Weds 5/7 @ 12.30pm

STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

115 Station Road, West Drayton, Middlesex UB7 7LT

Guide Price: £550,000*

FREEHOLD CORNER THREE STOREY BUILDING WITH PLANNING TO EXTEND & DEVELOPMENT POTENTIAL



This imposing corner sited building offers spacious accommodation and is sold with full vacant possession. The property is being sold due to the client's relocation and offers accommodation over three floors including basement. The building benefits from planning permission under reference number 6244/APP/2015/1778 for a two storey extension to the rear over basement and ground floor levels. Copies of all the planning applications are available from the Auctioneers. The site has ample parking to the rear and is located within a few hundred yards of West Drayton Main Line Station that currently serves London Paddington and The West. It is also on the Crossrail route and well located for Heathrow London Airport and Uxbridge Town Centre. On the side of the building is a valuable advertising hoarding with the potential for increased income. This lot will be of interest to investment purchasers, developers and owner occupiers.

ACCOMMODATION

From VOA:
First Floor: Kitchen 6.9 sq m
Ground Floor: Retail zone a 23.2 sq m
Retail zone b 16.8 sq m
Office 13 sq m
Basement: Internal storage 64.2 sq m
Approx total area: 124.1 sq m

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

London Borough of Hillingdon
01895 250111
Rateable value: £11,550

VIEWING TIMES

By appointment through the Auctioneers

STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT
6

By Order of Fixed Charge Receivers

2b Copperfield Avenue, Hillingdon,
Middlesex UB8 3NU**Guide Price: £215,000*****SEMI DETACHED BUNGALOW IDEAL FOR INVESTMENT**

STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

This semi detached bungalow is situated at the junction of Copperfield Avenue and Pield Heath Road and is ideally located for investment purchasers being within walking distance of Hillingdon Hospital and Brunel University. Uxbridge Town Centre is within close proximity also and good road links serve the area including the A40, M25 and M4 Motorways. The property itself has previously been let on a room by room basis and is now being sold with the benefit of vacant possession. There is off street parking, double glazing and gas fired central heating within the property. The Auctioneers reserve the right to sell this lot individually or jointly with Lot Number 7.

ACCOMMODATION

Open Plan Kitchen/Lounge, Bedroom One with Ensuite Shower, Further Shower Room, Bedroom two, Bedroom Three, Lounge (utilised as Bedroom Four). Internal Floor area approximately 914 sf

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

London Borough of Hillingdon

01895 250111

Council Tax Band E

VIEWING TIMES

Tues 27/6 @ 9.30am Thurs 6/7 @ 9.30am

LOT
7

By Order of Fixed Charge Receivers

80 Pield Heath Road, Uxbridge,
Middlesex UB8 3NQ**Guide Price: £270,000*****SEMI DETACHED BUNGALOW IDEAL FOR INVESTMENT**

STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

This semi detached bungalow is situated at the junction of Copperfield Avenue and Pield Heath Road and is ideally located for investment purchasers being within walking distance of Hillingdon Hospital and Brunel University. Uxbridge Town Centre is within close proximity also and good road links serve the area including the A40, M25 and M4 Motorways. The property itself has previously been let on an Assured Shorthold Tenancy at £1500 pcm (£18000 pa). We understand that the tenants are holding over on the original terms of their agreement and that a Section 21 possession notice has been served. There is off street parking, double glazing and gas fired central heating within the property. The Auctioneers reserve the right to sell this lot individually or jointly with Lot Number 6.

ACCOMMODATION

Entrance Porch, Entrance Hall, Bedroom One, Bedroom Two, Bedroom Three, Kitchen, Shower Room, First Floor Landing, Bathroom, Bedroom Four, Off Street Parking for a Number of Cars to Front, Garden to Side. Internal floor area approximately 979 sf.

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

London Borough of Hillingdon

01895 250111

Council Tax Band E

VIEWING TIMES

Please refer to Auctioneers

307 Uxbridge Road, Acton, London W3 9QU

Guide Price: £695,000*

FREEHOLD MIXED INVESTMENT PROPERTY



The property is a mid-terraced dwelling consisting of a lock up commercial unit that is trading as a restaurant. There is a self-contained flat above over three floors which is accessed from a separate door to the front elevation. We understand that there is also a basement that offers storage space for the restaurant. The property appears to be in a reasonable condition although it does require some updating. The property is located in an ever popular area within walking distance of Acton High Street. The property is let with an original lease that commenced on 4th June 1993 and was subsequently varied and extended on 16th December 2011 for a period until 15th December 2031. There is an agreement entered into for a License to Underlet from the 16th December 2011. The passing rent agreed in the original lease was £12,000 pa and this is for the whole premises. Ealing Broadway and Shepherds Bush inclusive of Westfield Shopping Centre are served by the Uxbridge Road. Acton Main Line Station is within one mile and good road links serve the area such as the A40 Western Avenue. The property is located close to the junction of Denehurst Gardens.

ACCOMMODATION

The shop has an area of approximately 1014sf inclusive of storage to the basement. We are given to understand that the upper parts consists of six self contained studio flats and communal areas.

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

London Borough of Ealing 020 8825 5000 The shop is approximately 1024sf and has a Rateable Value of £8,685. The Flats are all rated as Council Tax Band A

VIEWING TIMES

By appointment through the Auctioneers

JOINT AUCTIONEERS

Grimshaw & Co,
5 Station Parade, Uxbridge Road, Ealing W5 3LD
020 8992 5661



STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT
9

94 Worton Road, Isleworth,
Middlesex TW7 6HG

Guide Price: £535,000*

SPACIOUS EXTENDED END OF TERRACE HOUSE WITH GARAGE



This spacious end of terrace house is situated within easy reach of Isleworth Centre including its main line station. Brentford and Syon Park are also within easy reach. Good road links serve the area including the A4/M4 and M25 Motorway. The house would benefit from some updating and has been extensively extended to the rear and loft space. The property would be suitable as a large family house or possibly as an investment vehicle, subject to obtaining any necessary consents that may be required. The property is sold with full vacant possession and includes gas fired central heating and double glazing.

ACCOMMODATION

Entrance Hall, Reception Room One, Kitchen/Dining Room, Further Reception Room, Shower Room, First Floor Landing, Bedroom One, Bedroom Two, Bedroom Three, Bathroom, Separate WC, Second Floor Landing, Spacious Bedroom Four with En-suite, Gardens to Front and Rear, Garage approached via rear access.

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

London Borough of Hounslow
0208 583 5555
Council Tax Band D

VIEWING TIMES

By appointment through the Auctioneers

STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT
10

125 Worple Road, Isleworth,
Middlesex TW7 7HT

Guide Price: £450,000*

THREE BEDROOM END OF TERRACE HOUSE IN NEED OF UPDATING



This 1930s end of terrace house is situated in one of the area's most popular roads within easy reach of Isleworth Centre with its main line station and close to Syon Park and Brentford. Good road links serve the area including the A4/M4 and the M25 Motorway. The property offers three bedroom accommodation and is in need of updating and modernisation throughout. There may be scope for a loft conversion subject to obtaining any necessary consent that may be required. The property has a spacious rear garden and is sold with the benefit of full vacant possession. This house will be of interest to investment purchasers and owner/occupiers.

ACCOMMODATION

Entrance Hall, Living Room, Dining Room, Kitchen. First Floor Landing, Bedroom One, Bedroom Two, Bedroom Three, Bathroom, Spacious Garden.

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

London Borough of Hounslow
0208 583 5555
Council tax Band E

VIEWING TIMES

By appointment through the Auctioneers

STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT
11

21 Meadowdale Close,
Middlesbrough, Stockton-on-tees
TS2 1TJ

Guide Price: £30,000*

VACANT MID TERRACED THREE BEDROOM HOUSE



STARTING BID

FINAL BID

NOTES

This modern three bedroom mid terraced house is situated within a residential development approximately one and a half miles from the town centre. Meadowdale Close is situated off the A1046 Port Clarence Road. The house benefits from off street parking and gas fired central heating and until recently was let on an Assured Shorthold Tenancy but is now being sold with the benefit of vacant possession. This lot will be of interest to investment purchasers and owner/occupiers.

ACCOMMODATION

Entrance porch, lounge, kitchen, bedroom one, bedroom two, bedroom three, bathroom, gardens to front and rear, off-street parking

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

Stockton On Tees Borough Council

01642 393939

Council Tax Band A

VIEWING TIMES

By appointment through the Auctioneers

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT
12

By Order of A2 Dominion



3 Restel House, South Street,
Banbury OX16 3LE

Guide Price: £90,000*

FIRST FLOOR ONE BEDROOM FLAT IDEAL FOR INVESTMENT



STARTING BID

FINAL BID

NOTES

This first floor one bedroom flat forming part of a small 1970s block is situated within 2 miles of the M40 and on the edge of Banbury town centre with its shopping facilities and main line station. The property benefits from a security entryphone system, Economy Seven heating and allocated parking. This flat is presented in good decorative order and is sold with full vacant possession. It will be of interest to investment purchasers and owner occupiers.

ACCOMMODATION

Entrance Hall, Bedroom, Bathroom, Kitchen, Living Room, Allocated Parking

TENURE

Leasehold 125 years from 29th September 1980 Ground Rent £50pa

LOCAL AUTHORITY & TAX RATING

Cherwell District Council

01295 227001

Council Tax Band: A

VIEWING TIMES

By appointment through the Auctioneers

PLEASE NOTE:

Please note the special conditions of sale provide that the purchaser is to pay an additional sum of 1.25% + VAT of the purchase price towards the vendor's expenses.

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT
13

9 Unett Court, St Matthews Road,
Birmingham B66 3TN

Guide Price: £35,000*

GROUND FLOOR STUDIO FLAT IDEAL FOR INVESTMENT



This ground floor studio has been recently refurbished and benefits from double glazing, storage heating and a new kitchen and bathroom. It is conveniently located close to Birmingham City Hospital and local shopping facilities with the stations of Smethwick Rolfe Street and Smethwick Galton Bridge both within walking distance. The flat has allocated parking and a gated entrance. The property is being sold with vacant possession and will be of interest to owner occupiers and investment purchasers.

ACCOMMODATION

Entrance hall, bathroom, living/sleeping area (with storage), kitchen

TENURE

Leasehold – 115 years unexpired Service charge: £823.74 pa
Ground rent: £125 pa

LOCAL AUTHORITY & TAX RATING

Sandwell Metropolitan Borough Council
0121 569 2200
Council Tax Band: A

VIEWING TIMES

By appointment through the Auctioneers

STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT
14

21 Unett Court, St Matthews Road,
Birmingham B66 3TN

Guide Price: £35,000*

STUDIO FLAT IDEAL FOR INVESTMENT



This ground floor studio has been recently refurbishment and benefits from double glazing, storage heating and a new kitchen and bathroom. The property is close to local amenities including stations that connect to Birmingham New Street. The property benefits from its own parking space and gated entry and is being sold with vacant possession. This property will be of interest to investors and owner/occupiers.

ACCOMMODATION

Entrance hall, bathroom, living area (with storage), kitchen

TENURE

Leasehold – 115 years unexpired Service charge: £823.74 pa
Ground rent: £125 pa

LOCAL AUTHORITY & TAX RATING

Sandwell Metropolitan Borough Council
0121 569 2200
Council Tax Band: A

VIEWING TIMES

By appointment through the Auctioneers

STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT
15

35/35a St Crispins Close, Southall,
Middlesex UB1 2UH

Guide Price: £425,000*

EXTENDED INVESTMENT PROPERTY CONSISTING OF HOUSE AND SELF CONTAINED FLAT



This interesting investment opportunity consists of an extended semi-detached house offering four bedroom accommodation with an additional two bedroom flat and a garage/yard to rear. The property is situated in a cul-de-sac within close proximity of Southall Town Centre and main line station that connects to London Paddington and the West. The station also forms part of the Crossrail route. The house is currently let on an Assured Shorthold Tenancy at £1600 pcm (£19200 pa) and the flat is currently let on an AST at £900 pcm (£10,800 pa), thus the overall income is currently £30,000 pa. The property is sold with the benefit of this income and will therefore be of interest to investment purchasers.

ACCOMMODATION

HOUSE – Hall, Through Lounge, Kitchen/Diner, Utility, First Floor Landing, Master Bedroom Ensuite, Three Further Bedrooms, Bathroom. FLAT – Open Plan Kitchen/Lounge, Bathroom, Bedroom One, Bedroom Two. OUTSIDE – Gardens and Detached Garage with Car Port.

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

London Borough of Ealing
0208 825 5000
Council Tax For House Band D
Council Tax for Flat Band C

VIEWING TIMES

By appointment through the Auctioneers

JOINT AUCTIONEERS

Woodend Estates, 1 Byron Parade, Uxbridge Road, Hillingdon
020 8573 7200

STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT
16

Great Austin House, 90 Tilford Road,
Farnham GU9 8DS

Guide Price: £40,000*

GROUND RENT INVESTMENT



This freehold ground rent investment consists of a mixture of apartments and chalet bungalow dwellings within expansive grounds close to Farnham Town Centre and its local railway station. Good road links serve the area including the A31 Bypass, the M3 and M25 Motorways. The block has been very well maintained and has attractive grounds. There are 14 units in total and we understand that the lessees have not exercised their right to purchase. The total income is £2000 and this lot will be of interest to investment purchasers.

SCHEDULE

1 Great Austins House £250.00 125 years from 1st January 2005
2 Great Austins House £250.00 125 years from 1st January 2005
3 Great Austins House Peppercorn 99 years from 17th January 2007
4 Great Austins House Peppercorn 99 years from 17th January 2007
4a Great Austins House £250.00 125 years from 1st January 2005
5 Great Austins House £250.00 125 years from 1st January 2005
6 Great Austins House Peppercorn 99 years from 1st January 2005
7 Great Austins House £250.00 125 years from 1st January 2005
8 Great Austins House £250.00 125 years from 1st January 2005
8a Great Austins House £250.00 125 years from 1st January 2005
9 Great Austins House Peppercorn 99 years from 17th January 2007
10 Great Austins House £250.00 125 years from 1st January 2005
11 Great Austins House Peppercorn 99 years from 17th January 2007
12 Great Austins House Peppercorn 99 years from 17th January 2007

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

Waverley Borough Council 01483 523333 Various
Council Tax Bands from B to E

VIEWING TIMES

External Only. Please do not disturb residents.

STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT
17

Walsden Methodist Church, Rochdale Road, Walsden, Todmorden OL14 7SL

Guide Price: £370,000*

FORMER METHODIST CHURCH WITH PLANNING TO CONVERT INTO 13 APARTMENTS



This derelict former church premises is being sold with the benefit of planning permission to convert into 13 apartments. This will be for 12 x one bedroom flats and a further penthouse apartment with an exterior lift. The planning has been granted under reference number 15/00869/CON and copies of the planning documents are available from the Auctioneers. The site is located within 5 minutes of the local village and main line station that provides access to Leeds and Manchester. It is also just over a mile from the centre of Todmorden. The building is attractive and sold with full vacant possession. This lot will be of interest to developers.

ACCOMMODATION

Site area approximately 4256 sf (0.097 acres)

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

Calderdale Council
0161 627 9915

VIEWING TIMES

Vacant site for inspection at any time. Please be courteous to neighbours.



STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT
18

By Order of Fixed Charge Receivers

2 Ford Close, London E3 5LZ

Guide Price: £450,000*

END OF TERRACE TOWN HOUSE IDEAL FOR INVESTMENT



This end of terrace town house is located within a small cul-de-sac to the rear of Roman Road. The accommodation is offered over three floors and conventionally offers three bedrooms although is currently used as four. There is no garden to the rear. At the front is a small garden that potentially could create two parking spaces, subject to obtaining any necessary consent that may be required. The property benefits from gas fired central heating and is mainly double glazed although the property would benefit from updating throughout. Stratford Westfield shopping centre and the Olympic Stadium are located with two miles and the area is served well by rail stations including Mile End, Bow Road and Bow Church. The property is offered with vacant possession and will be of interest to owner/occupiers and investors.

ACCOMMODATION

Entrance Hall, Cloakroom, Lounge, Further Dining Area (Used as Bedroom), Utility Room, First Floor Landing, Kitchen, Living Room, Bedroom One, Second Floor Landing, Bedroom Two, Bedroom Three, Bathroom/Shower Room, Small Garden to Front

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

London Borough of Tower Hamlets
Council Tax Band E

VIEWING TIMES

By appointment through the Auctioneers

STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT
19

Land On South West Side Of Attercliffe Road, Sheffield S9 3QN

Guide Price: £1,000*

VACANT FREEHOLD PARCEL OF LAND



This vacant parcel of land is situated on the A1678 at the junction of Warren Street which is approximately 3 miles from the M1 Motorway at junction 34. The site is roughly rectangular in shape and may be suitable for a variety of uses subject to obtaining any necessary planning consent that may be required. Any intending purchaser should make their own enquiries in this regard.

ACCOMMODATION

Site area approximately 1572 sf

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

Sheffield City Council
0114 273 4215

VIEWING TIMES

Open site for inspection at any time.

STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT
20

Land On North Side Of Elm Road, Seaforth, Liverpool L21 1BH

Guide Price: £1,000*

FREEHOLD VACANT PARCEL OF LAND



This vacant parcel of land that is triangular in shape is being sold with vacant possession. The site occupies a road frontage position close to a crossroads at the junction of Ewart Road. Any intending purchaser should make their own enquiries in regards to usage and make their own planning enquiries accordingly. The site is situated within 3 miles from the intersection with the M57/M58 and A5036 Dunning's Bridge Road.

ACCOMMODATION

Site area approximately 1432 sf

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

Sefton Metropolitan Borough Council
0151 934 3568

VIEWING TIMES

Open site for inspection at any time.

STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT
21

7A Montpelier Road,
Ealing W5 2QP

Guide Price: £40,000*

VACANT GARAGE WITH PLOT TO REAR



This lot consists of a lock up garage and land to the rear of a detached Victorian dwelling that has been sub divided into self-contained conversion flats. The property is situated to the North of Ealing Broadway with its multiple shopping facilities and station (Central, District and Main Lines) and opposite Montpelier School. The site may have scope for development subject to obtaining any necessary planning consent and permissions that may be required. We are advised by the seller that when the residents of the flats purchased their freehold, there was a condition that they could not object to any application. Any intending purchaser should make their own enquiries in this regard. The site is offered with full vacant possession.

ACCOMMODATION

Garage and Site Area approximately 2963 sf. Any intending purchaser should check this measurement as it is a guestimate obtained from Promap.

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

London Borough of Ealing
0208 825 5000

VIEWING TIMES

By appointment through the Auctioneers

JOINT AUCTIONEERS

Grimshaw & Co,
5 Station Parade, Uxbridge
Road, Ealing, London W5 3LD
020 8992 5661



STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT
22

Holmlea Hotel, 74 Palatine Road,
Blackpool FY1 4BY

Guide Price: £145,000*

**10 LETTING ROOMS HOTEL WITH 2
BEDROOM OWNER/MANAGEMENT
ACCOMMODATION**



This 10 en-suite bedroom hotel includes a breakfast room, mini cinema and two bedroom en-suite private accommodation for owners or management. Established over 35 years ago, the property is currently let on a new 6 year lease (since 1 March 2017) generating £24,000 per annum (only one of two Halal Hotels in the city). The hotel is located on a main road position just outside the town centre of Blackpool in Lancashire and enjoys an excellent trading location being ideally situated within a short leisurely walk of some of the town's most famous attractions including The Winter Gardens.

ACCOMMODATION

GROUND FLOOR: Entrance hall, reception area, mini cinema, Breakfast Room (approx 29 covers) Private Management Accommodation: One double bedroom, through single bedroom with en-suite, new kitchen
BASEMENT: Dry cellar, used for storage and laundry room
FIRST FLOOR: Triple room with en-suite, Twin room with en-suite, Quadruple room with en-suite Single room with en-suite, Family room with en-suite
SECOND FLOOR: 2 x Double room with en-suite, 2 x Family room with en-suite, Triple room with en-suite, 2x laundry cupboards
EXTERNAL: Secure Parking for 1 car (for owner or manager) at the rear, Front patio and seating area Side Entrance

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

Blackpool Council 01253 477477 Rateable value: £7,300 pa

VIEWING TIMES

By appointment through the Auctioneers

STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

25 Hastings Road, Ealing, W13 8QH
79 Church Road, W3 8PX
46 Bollo Bridge Road, W3 8AU

Guide Price: ££3,350,000*

PORTFOLIO OF 10 PROPERTIES IN WEST LONDON WITH INVESTMENT INCOME



25 Hastings Road, Ealing, W13 8QH



79 Church Road, W3 8PX



46 Bollo Bridge Road, W3 8AU

An opportunity to acquire a portfolio of 10 properties within three individual dwellings. All of the properties are currently on Assured Shorthold Tenancy agreements and producing a total income of £192,020 P.A., including the ground rent from the freehold of Church Road.

25 HASTINGS ROAD, W13 8QH – Five flats in one freehold dwelling. The house has recently been converted into five flats offering x2 one bedroom flats with sole use of rear gardens, x2 one bedroom first floor flat and one studio flat, all with a share of the freehold. Located just off Uxbridge Road, moments from West Ealing mainline station and local bus routes to Ealing Broadway. West Ealing station and Ealing Broadway will be transformed into a 'Crossrail' appointed station which will serve the new Elizabeth Line. This will ensure fast and convenient access to Bond St and Canary Wharf amongst other stops. According to Transport for London, journey times from the station to Bond St will be 13 mins after the introduction of 'Crossrail'.

79 CHURCH ROAD, W3 8PX – Four flats in a building of 10 properties. The freehold of this building belongs to this portfolio meaning ground rent is achieved in addition from the other six apartments. The lowest length of lease from all 10 properties in this building is 120 years. The four flats are of x2 two bedroom flats and x2 one bedroom flats. The property is conveniently located for many transport links such as Acton Central (Overground), Acton Town (District and Piccadilly) and Acton Main Line (Crossrail from 2018) all under a mile. Chiswick High Road with its wide range of shops and restaurants is approximately a mile away and there are many facilities that Acton has to offer.

46 BOLLO BRIDGE ROAD, W3 8AU – A two bedroom first floor split level conversion flat with a lease of 121 years, superbly located again. Bollo Bridge Road is within easy reach of amenities of Chiswick and Acton shops, bars and restaurants of the High Street with the South Acton (Overground) moments away and Acton Town (District and Piccadilly) close by.

ACCOMMODATION

Flat 1 – 25 Hastings Road:

Ground floor 1 bedroom flat with garden – freehold

Flat 2 – 25 Hastings Road:

Ground floor 1 bedroom flat with garden – freehold

Flat 3 – 25 Hastings Road:

First floor studio flat – freehold

Flat 4 – 25 Hastings Road:

First floor 1 bedroom flat – freehold

Flat 5 – 25 Hastings Road:

Second floor studio flat – freehold

Flat 4 – 79 Church Road:

First floor 2 bedroom flat – 125 year lease from 25/12/2012

Flat 6 – 79 Church Road:

Second floor 2 bedroom flat – 125 year lease from 15/01/2013

Flat 8 – 79 Church Road:

Third floor 1 bedroom flat – 125 year lease from 29/09/2014

Flat 9 – 79 Church Road:

Ground floor 1 bedroom flat – 125 year lease from 24/10/2014

Flat 1 – 46 Bollo Bridge Road:

First and second floor 2 bedroom flat – 125 year lease from 11/10/2013

LOCAL AUTHORITY & TAX RATING

London Borough of Ealing 0208 8825 7050

Council Tax Bands:

25 Hastings Road: C

79 Church Road: C/D

46 Bollo Bridge Road: C

VIEWING TIMES

By appointment through the Auctioneers

STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT
24

3 Norfolk Road, Feltham,
Middlesex TW13 5BX

Guide Price: £250,000*

**MID TERRACED THREE BEDROOM HOUSE
IN NEED OF COMPLETE UPDATING**



This three bedroom mid terrace chalet style house is located just off the A312 in a cul-de-sac, providing easy access to Heathrow Airport and to the main road links to London and the West, such as the M4, A4 and M25 Motorway. The property is within walking distance to Feltham Town Centre and its mainline station that connects to Waterloo to the East and Reading to the West. The property is in need of complete refurbishment and updating throughout and will be of interest to investment purchasers and developers. The house has potential for off street parking subject to obtaining any necessary consent required and is sold with full vacant possession.

ACCOMMODATION

Porch, Through Reception Room, Kitchen/Diner, First Floor Landing, Bedroom One, Bedroom Two, Bedroom Three, Bathroom, Gardens to Front and Rear, the latter having a Westerly Aspect.

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

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

VIEWING TIMES

Monday 10th July 10am Tuesday 11th July 10am

STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

Forthcoming Auctions

Friday 15th September 2017
Wednesday 25th October 2017
Monday 4th December 2017



**Phillip Arnold
Auctions**

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Phillip Arnold Auctions

Third Floor, 24 New Broadway, Ealing W5 2XA

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Auction Exclusive- No Exit Fees

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- » 70% LTV - Rate from 0.69% - 0.73% pm
- » 60% LTV - Rate from 0.65% - 0.72% pm
- » 50% LTV - Rate from 0.59% - 0.65% pm

DEVELOPMENT FINANCE – Rates from

2% Arrangement Fee - No Exit Fees

- » *70% of GDV – 90% Loan to Cost - 0.91% pm
- » 60% of GDV – 75% loan to Cost - 0.60% pm
- » 55% of GDV – 65% Loan to Cost - 0.54% pm

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Contact Us

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Office: 0203 239 7864
Email: auction@hankzarihs.com
Website: hankzarihs.com



HANK ZARIHS
A S S O C I A T E S

1 Stirling Business Britannia Road
Hertfordshire EN8 7NX

Remote Bidding Form

for proxy, telephone or internet bidding



Phillip Arnold
Auctions
"Passionate about property since 1979"

Please complete in BLOCK CAPITALS

Your bid

Please select your method of bidding:

Proxy ☐ Telephone ☐ Internet ☐

Date of auction: _____ Lot number: _____

Lot address: _____

Maximum bid price

(this is not necessary if you supply a blank cheque)

£ _____

In words _____

Bidder contact details

Full name _____

Address _____

Postcode _____

Email _____

Tel number 1: _____

Tel number 2: _____

(for telephone bids please indicate the best number to use on the day of auction)

Identification

Please supply a copy of either your passport or driving licence as well as a recent utility bill showing your current home address

Payment

I enclose a cheque payable to Phillip Arnold Auctions for 10% deposit of my maximum bid, subject to a minimum of £2,000 (in the case of a telephone bid, a pre-signed blank cheque may be submitted instead.)

£ enclosed within _____

I also enclose a separate cheque for £600 inclusive of VAT payable to Phillip Arnold Auctions, in payment of the Auction Administration Fee.

I instruct and authorise Phillip Arnold Auctions to bid on my behalf in accordance with the terms and conditions.

I understand that should my bid be successful, the offer will be binding upon me and that I will be legally bound by the applicable Conditions of Sale and any addendums applicable to the property and by the terms of the Notices to Prospective Buyers.

Phillip Arnold Auctions will bid on my behalf if required, taking my instructions in this respect on the telephone or via the internet when the relevant lot is being sold at auction.

I authorise you to record such bidding and instructions in order to avoid any doubts and disputes.

Details for completion of sale memorandum

Full name, address and telephone number of the buyer (this is the person, firm or company who is intended to be the owner of the property)

Full name _____

Address _____

Postcode _____

Tel _____

Fax _____

Email _____

Buyer's solicitor details

Contact _____

Name of firm _____

Address _____

Postcode _____

Tel No _____

Fax No _____

Signature of prospective buyer or person signing on buyer's behalf:

Name: _____

Date of signing: _____

Full name and address of signatory if different from buyer's details above:

Name: _____

Address _____

Postcode _____

Please return to

Phillip Arnold Auctions

Third Floor, 24 New Broadway, Ealing W5 2XA

To be received 48 hours prior to the auction.

For further information please contact **020 8799 3880** or email **info@philliparnoldauctions.co.uk**

To be completed by Phillip Arnold Auctions in the event that this bidder is successful:

Sale price £ _____

Common Auction Conditions

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

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

INTRODUCTION

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

1. **Glossary** The glossary gives special meanings to certain words used in both sets of conditions.
2. **Auction Conduct Conditions** The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who has a catalogue, or who attends or bids at the auction. They cannot be changed without the auctioneer's agreement. We recommend that these conditions are set out in a two-part notice to bidders in the auction catalogue, part one containing advisory material – which auctioneers can tailor to their needs – and part two the auction conduct conditions.
3. **Sale Conditions** The Sale Conditions govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum.

Important notice

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

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

The conditions assume that the buyer has acted like a prudent buyer. If you choose to buy a lot without taking these normal precautions you do so at your own risk.

GLOSSARY

This glossary applies to the auction conduct conditions and the sale conditions. Wherever it makes sense:

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

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

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

Agreed completion date Subject to condition G9.3: (a) the date specified in the special conditions; or (b) if no date is specified, 20 business days after the contract date; but if that date is not a business day the first subsequent business day.

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

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

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

Auction The auction advertised in the catalogue.

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

Auctioneers The auctioneers at the auction.

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

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

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

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

Condition One of the auction conduct conditions or sales conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VAT Value Added Tax or other tax of a similar nature.

VAT option An option to tax.

We (and us and our) The auctioneers.

You (and your) Someone who has a copy of the catalogue or who attends or bids at the auction, whether or not a buyer.

AUCTION CONDUCT CONDITIONS

A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

A4.2 If the special conditions do not contain a description of the lot, or simply refer to the relevant lot number, you take the risk that the description contained in the particulars is incomplete or inaccurate, as the particulars have not been prepared by a conveyancer and are not intended to form part of a legal contract.

A4.3 The particulars and the sale conditions may change prior to the auction and it is your responsibility to check that you have the correct versions.

A4.4 If we provide information, or a copy of a document, provided by others we do so only on the basis that we are not responsible for the accuracy of that information or document.

A5 The contract

A5.1 A successful bid is one we accept as such (normally on the fall of the hammer). This condition A5 applies to you if you make the successful bid for a lot.

A5.2 You are obliged to buy the lot on the terms of the sale memorandum at the price you bid plus VAT (if applicable).

A5.3 You must before leaving the auction:

- (a) provide all information we reasonably need from you to enable us to complete the sale

- memorandum (including proof of your identity if required by us);
- (b) sign the completed sale memorandum; and
 - (c) pay the deposit.
- A5.4 If you do not we may either:
- (a) as agent for the seller treat that failure as your repudiation of the contract and offer the lot for sale again: the seller may then have a claim against you for breach of contract; or
 - (b) sign the sale memorandum on your behalf.
- A5.5 The deposit:
- (a) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the seller, but otherwise is to be held as stated in the sale conditions; and
 - (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to us on an approved financial institution. The extra auction conduct conditions may state if we accept any other form of payment.
- A5.6 We may retain the sale memorandum signed by or on behalf of the seller until the deposit has been received in cleared funds.
- A5.7 If the buyer does not comply with its obligations under the contract then:
- (a) you are personally liable to buy the lot even if you are acting as an agent; and
 - (b) you must indemnify the seller in respect of any loss the seller incurs as a result of the buyer's default.
- A5.8 Where the buyer is a company you warrant that the buyer is properly constituted and able to buy the lot.

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

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

G1. The lot

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

G2. Deposit

- G2.1 The amount of the deposit is the greater of:
- (a) any minimum deposit stated in the auction conduct conditions (or the total price, if this is less than that minimum); and
 - (b) 10% of the price (exclusive of any VAT on the price).
- G2.2 The deposit
- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an approved financial institution (or by any other means of payment that the auctioneers may accept); and
 - (b) is to be held as stakeholder unless the auction conduct conditions provide that it is to be held as agent for the seller.
- G2.3 Where the auctioneers hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the seller on completion or, if completion does not take place, to the person entitled to it under the sale conditions.
- G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the seller may treat the contract as at an end and bring a claim against the buyer for breach of contract.
- G2.5 Interest earned on the deposit belongs to the seller unless the sale conditions provide otherwise.

G3. Between contract and completion

- G3.1 Unless the special conditions state otherwise, the seller is to insure the lot from and including the contract date to completion and:
- (a) produce to the buyer on request all relevant insurance details;
 - (b) pay the premiums when due;
 - (c) if the buyer so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
 - (d) at the request of the buyer use reasonable endeavours to have the buyer's interest noted on the policy if it does not cover a contracting purchaser;
 - (e) unless otherwise agreed, cancel the insurance at completion, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the buyer; and
 - (f) (subject to the rights of any tenant or other third party) hold on trust for the buyer any insurance payments that the seller receives in respect of loss or damage arising after the contract date or assign to the buyer the benefit of any claim; and the buyer must on completion reimburse to the seller the cost of that insurance (to the extent not already paid by the buyer or a tenant or other third party) for the period from and including the contract date to completion.
- G3.2 No damage to or destruction of the lot nor any deterioration in its condition, however caused, entitles the buyer to any reduction in price, or to delay completion, or to refuse to complete.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion.

G4. Title and identity

- G4.1 Unless condition G4.2 applies, the buyer accepts the title of the seller to the lot as at the contract date and may raise no requisition or objection except in relation to any matter that occurs after the contract date.
- G4.2 If any of the documents is not made available before the auction the following provisions apply:
- (a) The buyer may raise no requisition or objection to any of the documents that is made available before the auction.
 - (b) If the lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.
 - (c) If the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or an examined copy of every relevant document.
 - (d) If title is in the course of registration, title is to consist of certified copies of:
 - (i) the application for registration of title made to the land registry;
 - (ii) the documents accompanying that application;
 - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and

- (iv) a letter under which the seller or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the buyer.
 - (e) The buyer has no right to object to or make requisitions on any title information more than seven business days after that information has been given to the buyer.
- G4.3 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):
- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the buyer; and
 - (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the lot where the lot is leasehold property.
- G4.4 The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract.
- G4.5 The seller does not have to produce, nor may the buyer object to or make a requisition in relation to, any prior or superior title even if it is referred to in the documents.
- G4.6 The seller (and, if relevant, the buyer) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the conditions apply.
- G5. Transfer**
- G5.1 Unless a form of transfer is prescribed by the special conditions:
- (a) the buyer must supply a draft transfer to the seller at least ten business days before the agreed completion date and the engrossment (signed as a deed by the buyer if condition G5.2 applies) five business days before that date or (if later) two business days after the draft has been approved by the seller; and
 - (b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer.
- G5.2 If the seller remains liable in any respect in relation to the lot (or a tenancy) following completion the buyer is specifically to covenant in the transfer to indemnify the seller against that liability.
- G5.3 The seller cannot be required to transfer the lot to anyone other than the buyer, or by more than one transfer.
- G6. Completion**
- G6.1 Completion is to take place at the offices of the seller's conveyancer, or where the seller may reasonably require, on the agreed completion date. The seller can only be required to complete on a business day and between the hours of 0930 and 1700.
- G6.2 The amount payable on completion is the balance of the price adjusted to take account of apportionments plus (if applicable) VAT and interest.
- G6.3 Payment is to be made in pounds sterling and only by:
- (a) direct transfer to the seller's conveyancer's client account; and
 - (b) the release of any deposit held by a stakeholder.
- G6.4 Unless the seller and the buyer otherwise agree, completion cannot take place until both have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.
- G6.5 If completion takes place after 1400 hours for a reason other than the seller's default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next business day.
- G6.6 Where applicable the contract remains in force following completion.
- G7. Notice to complete**
- G7.1 The seller or the buyer may on or after the agreed completion date but before completion give the other notice to complete within ten business days (excluding the date on which the notice is given) making time of the essence.
- G7.2 The person giving the notice must be ready to complete.
- G7.3 If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has:
- (a) terminate the contract;
 - (b) claim the deposit and any interest on it if held by a stakeholder;

	<ul style="list-style-type: none"> • (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: <ul style="list-style-type: none"> • (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: <ul style="list-style-type: none"> • (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: <ul style="list-style-type: none"> • (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: <ul style="list-style-type: none"> • (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: <ul style="list-style-type: none"> • (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: <ul style="list-style-type: none"> • (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: <ul style="list-style-type: none"> • (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: <p>(a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;</p> <p>(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);</p> <p>(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;</p> <p>(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;</p> <p>(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</p> <p>(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.</p>	
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: <ul style="list-style-type: none"> • (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: <ul style="list-style-type: none"> • (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: <ul style="list-style-type: none"> • (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 <ul style="list-style-type: none"> • (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: <ul style="list-style-type: none"> • (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: <ul style="list-style-type: none"> • (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: <ul style="list-style-type: none"> • (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: <ul style="list-style-type: none"> • (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: <ul style="list-style-type: none"> • (a) to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition G16; and • (b) to submit the value specified in the special conditions to HM Revenue and Customs for the purposes of their respective capital allowance computations. 	
G17. Maintenance agreements		
G17.1	The seller agrees to use reasonable endeavours to transfer to the buyer, at the buyer's cost, the benefit of the maintenance agreements specified in the special conditions.	
G17.2	The buyer must assume, and indemnify the seller in respect of, all liability under such contracts from the actual completion date.	
G18. Landlord and Tenant Act 1987		
G18.1	This condition G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.	
G18.2	The seller warrants that the seller has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.	
G19. Sale by practitioner		
G19.1	This condition G19 applies where the sale is by a practitioner either as seller or as agent of the seller.	

- G19.2 The practitioner has been duly appointed and is empowered to sell the lot.
- G19.3 Neither the practitioner nor the firm or any member of the firm to which the practitioner belongs has any personal liability in connection with the sale or the performance of the seller's obligations. The transfer is to include a declaration excluding that personal liability.
- G19.4 The lot is sold:
- (a) in its condition at completion;
 - (b) for such title as the seller may have; and
 - (c) with no title guarantee; and the buyer has no right to terminate the contract or any other remedy if information provided about the lot is inaccurate, incomplete or missing.
- G19.5 Where relevant:
- (a) the documents must include certified copies of those under which the practitioner is appointed, the document of appointment and the practitioner's acceptance of appointment; and
 - (b) the seller may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925.
- G19.6 The buyer understands this condition G19 and agrees that it is fair in the circumstances of a sale by a practitioner.
- G20. TUPE**
- G20.1 If the special conditions state "There are no employees to which TUPE applies," this is a warranty by the seller to this effect.
- G20.2 If the special conditions do not state "There are no employees to which TUPE applies" the following paragraphs apply:
- (a) The seller must notify the buyer of those employees whose contracts of employment will transfer to the buyer on completion (the "Transferring Employees"). This notification must be given to the buyer not less than 14 days before completion.
 - (b) The buyer confirms that it will comply with its obligations under TUPE and any special conditions in respect of the Transferring Employees.
 - (c) The buyer and the seller acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the seller will transfer to the buyer on completion.
 - (d) The buyer is to keep the seller indemnified against all liability for the Transferring Employees after completion.
- G21. Environmental**
- G21.1 This condition G21 only applies where the special conditions so provide.
- G21.2 The seller has made available such reports as the seller has as to the environmental condition of the lot and has given the buyer the opportunity to carry out investigations (whether or not the buyer has read those reports or carried out any investigation) and the buyer admits that the price takes into account the environmental condition of the lot.
- G21.3 The buyer agrees to indemnify the seller in respect of all liability for or resulting from the environmental condition of the lot.
- G22. Service Charge**
- G22.1 This condition G22 applies where the lot is sold subject to tenancies that include service charge provisions.
- G22.2 No apportionment is to be made at completion in respect of service charges.
- G22.3 Within two months after completion the seller must provide to the buyer a detailed service charge account for the service charge year current on completion showing:
- (a) service charge expenditure attributable to each tenancy;
 - (b) payments on account of service charge received from each tenant;
 - (c) any amounts due from a tenant that have not been received;
 - (d) any service charge expenditure that is not attributable to any tenancy and is for that reason irrecoverable.
- G22.4 In respect of each tenancy, if the service charge account shows that:
- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the seller must pay to the buyer an amount equal to the excess when it provides the service charge account;
 - (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the buyer must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the seller within five business days of receipt in cleared funds; but in respect of payments on account that are still due from a tenant condition G11 (arrears) applies.
- G22.5 In respect of service charge expenditure that is not attributable to any tenancy the seller must pay the expenditure incurred in respect of the period before actual completion date and the buyer must pay the expenditure incurred in respect of the period after actual completion date. Any necessary monetary adjustment is to be made within five business days of the seller providing the service charge account to the buyer.
- G22.6 If the seller holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
- (a) the seller must pay it (including any interest earned on it) to the buyer on completion; and
 - (b) the buyer must covenant with the seller to hold it in accordance with the terms of the tenancies and to indemnify the seller if it does not do so.
- G23. Rent reviews**
- G23.1 This condition G23 applies where the lot is sold subject to a tenancy under which a rent review due on or before the actual completion date has not been agreed or determined.
- G23.2 The seller may continue negotiations or rent review proceedings up to the actual completion date but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the buyer, such consent not to be unreasonably withheld or delayed.
- G23.3 Following completion the buyer must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the seller, such consent not to be unreasonably withheld or delayed.
- G23.4 The seller must promptly:
- (a) give to the buyer full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
 - (b) use all reasonable endeavours to substitute the buyer for the seller in any rent review proceedings.
- G23.5 The seller and the buyer are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- G23.6 When the rent review has been agreed or determined the buyer must account to the seller for any increased rent and interest recovered from the tenant that relates to the seller's period of ownership within five business days of receipt of cleared funds.
- G23.7 If a rent review is agreed or determined before completion but the increased rent and any interest recoverable from the tenant has not been received by completion the increased rent and any interest recoverable is to be treated as arrears.
- G23.8 The seller and the buyer are to bear their own costs in relation to rent review negotiations and proceedings.
- G24. Tenancy renewals**
- G24.1 This condition G24 applies where the tenant under a tenancy has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- G24.2 Where practicable, without exposing the seller to liability or penalty, the seller must not without the written consent of the buyer (which the buyer must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- G24.3 If the seller receives a notice the seller must send a copy to the buyer within five business days and act as the buyer reasonably directs in relation to it.
- G24.4 Following completion the buyer must:
- (a) with the co-operation of the seller take immediate steps to substitute itself as a party to any proceedings;
 - (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the tenancy and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
 - (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed tenancy) account to the seller for the part of that increase that relates to the seller's period of ownership of the lot within five business days of receipt of cleared funds.
- G24.5 The seller and the buyer are to bear their own costs in relation to the renewal of the tenancy and any proceedings relating to this.
- G25. Warranties**
- G25.1 Available warranties are listed in the special conditions.
- G25.2 Where a warranty is assignable the seller must:
- (a) on completion assign it to the buyer and give notice of assignment to the person who gave the warranty; and
- (b) apply for (and the seller and the buyer must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by completion the warranty must be assigned within five business days after the consent has been obtained.
- G25.3 If a warranty is not assignable the seller must after completion:
- (a) hold the warranty on trust for the buyer; and
 - (b) at the buyer's cost comply with such of the lawful instructions of the buyer in relation to the warranty as do not place the seller in breach of its terms or expose the seller to any liability or penalty.
- G26. No assignment**
- The buyer must not assign, mortgage or otherwise transfer or part with the whole or any part of the buyer's interest under this contract.
- G27. Registration at the Land Registry**
- G27.1 This condition G27.1 applies where the lot is leasehold and its sale either triggers first registration or is a registrable disposition. The buyer must at its own expense and as soon as practicable:
- (a) procure that it becomes registered at Land Registry as proprietor of the lot;
 - (b) procure that all rights granted and reserved by the lease under which the lot is held are properly noted against the affected titles; and
 - (c) provide the seller with an official copy of the register relating to such lease showing itself registered as proprietor.
- G27.2 This condition G27.2 applies where the lot comprises part of a registered title. The buyer must at its own expense and as soon as practicable:
- (a) apply for registration of the transfer;
 - (b) provide the seller with an official copy and title plan for the buyer's new title; and
 - (c) join in any representations the seller may properly make to Land Registry relating to the application.
- G28. Notices and other communications**
- G28.1 All communications, including notices, must be in writing. Communication to or by the seller or the buyer may be given to or by their conveyancers.
- G28.2 A communication may be relied on if:
- (a) delivered by hand; or
 - (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
 - (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the sale memorandum) by a postal service that offers normally to deliver mail the next following business day.
- G28.3 A communication is to be treated as received:
- (a) when delivered, if delivered by hand; or
 - (b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a business day a communication is to be treated as received on the next business day.
- G28.4 A communication sent by a postal service that offers normally to deliver mail the next following business day will be treated as received on the second business day after it has been posted.
- G29. Contracts**
- (Rights of Third Parties) Act 1999 No one is intended to have any benefit under the contract pursuant to the Contract (Rights of Third Parties) Act 1999.

Extra General Conditions

Applicable for all lots where the Common Auction Conditions apply.

- The Deposit**
 - General Conditions A5.5a shall be deemed to be deleted and replaced by the following:
A5.5a. The Deposit:
a) must be paid to the auctioneers by cheque or bankers draft drawn on a UK clearing bank or building society (or by such other means of payment as they may accept)
b) is to be held as stakeholder save to the extent of the auctioneers' fees and expenses which part of the deposit shall be held as agents for the seller
- Buyer's Administration Charge**
 - Should your bid be successful you will be liable to pay a Buyer's Administration Charge of £600 inclusive of VAT upon exchange of contracts to the Auctioneer.
- Extra Auction Conduct Conditions**
 - Despite any special condition to the contrary the minimum deposit we accept is £2,000 (or the total price, if less). A special condition may, however, require a higher minimum deposit.

Auction venue

Doubletree By Hilton
2-8 Hanger Lane
Ealing
London W5 3HN
Nearest tube Ealing Common
(Piccadilly and District Lines)



Next auction

Now taking instructions for our next auction on

Friday 15th September

being held at Doubletree By Hilton

Closing date for entries

Wednesday 16th August



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