Phillip Arnold Auctions

"Passionate about property since 1979"

Auction Catalogue

Lots offered on behalf of
A2 Dominion, Beneficiaries,
Fixed Charge Receivers,
Property Companies, Private
Individuals and Others

Public Auction to be held at:

Doubletree By Hilton

2–8 Hanger Lane, Ealing, London W5 3HN

on **Friday 8th December 2017** at 12 noon

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

RICS

NAVA
National Association of Valuers and Auctioneers

Comment from the Auctioneer

Phillip Arnold Auctions
"Passionate about property since 1979"

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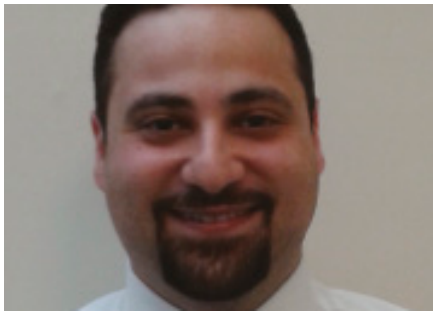

Marino Costi
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Welcome to the seventh auction of 2017 for Phillip Arnold Auctions, held at our regular venue of the Doubletree by Hilton Hotel, Ealing Common W5, starting as usual at 12 noon.

We achieved a very respectable 62% at our auction in October, keeping us well within the national average for auction sales across the UK. There is no question that the market has hardened, but once again, we saw that the right lot can attract a great deal of attention and achieve stunning prices for our vendors. Our highlight of October was an end of terrace 2 bedroom house being offered on behalf of the Government Legal Department. It's "sister" property, a beautiful little cottage in Devon, sold without hesitation as our first lot of the day, but the property in Hayes was clearly the one people were waiting for. After an amazing bidding war, the property sold for £363,000 off a guide of £195,000, provoking a spontaneous round of applause after the hammer went down.

We have some tempting local investment opportunities for you in this auction in Hanwell, Ealing, Northolt and Hayes, and the plot of land at Holy Cross in Clent, Worcestershire is back in with the legal pack now in place. We also have an interesting potential development site in Whetstone of 11,034 sq ft, currently housing a vacant detached dwelling arranged as two maisonettes.

We hope you will enjoy browsing through our lots and look forward to seeing you at our last auction of the year on 8th December.

Good luck with your bidding and may we take this opportunity to wish you all an enjoyable festive season and a very Happy New Year.

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

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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

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"Passionate about property since 1979"

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

Land On East Side Of Holy Cross Green, Clent, Worcestershire DY9 0HG

Guide Price: £40,000*

FREEHOLD LAND APPROXIMATELY 29 ACRES IN SIZE

This freehold site that measures just over 29 acres in size, is predominantly L-shaped and is located between the roads Broom Lane and Holy Cross Green. We understand that the plot was purchased a number of years ago with the intention of splitting it up and selling off as smaller plots with future potential. A number of plots have since been sold and details of the areas that are fully vacant and the titles that are owned by other parties will be within the legal pack. The site is located within easy driving distance of the A491 Stourbridge Road. Clent is a village and civil parish in the Bromsgrove District of Worcestershire, southwest of Birmingham and close to the edge of the West Midlands conurbation.

ACCOMMODATION
Overall site area including sold off plots equates to approximately 29.23 acres.

TENURE
Freehold

LOCAL AUTHORITY
Bromsgrove District Council 01527 881288

VIEWING TIMES
Open site for inspection at any time. Please be courteous to neighbours and do not visit during unsociable hours.

STARTING BID	FINAL BID	NOTES ☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT
2

79b Uxbridge Road, Hanwell, London W7 3ST

Guide Price: £250,000*

TWO BEDROOM FLAT IN CONVENIENT LOCATION IDEAL FOR INVESTMENT

This two bedroom first floor apartment is located on the Uxbridge Road in Hanwell, close to local shops and parks. The location offers excellent road and transport links, including the M4 and A40 to the West and into Central London, and Hanwell Station Mainline (future Crossrail) and Boston Manor Piccadilly Line Station. The property is presented in reasonable order throughout and is offered with full vacant possession. The flat will be of interest to investment purchasers.

ACCOMMODATION
Entrance, stairs to first floor, Reception Room/Kitchen, Bathroom, Bedroom 1, Bedroom 2

TENURE
Leasehold

LOCAL AUTHORITY & TAX RATING
London Borough of Ealing 020 8825 5000
Council Tax Band: C

VIEWING TIMES
By appointment through the Joint Auctioneers

JOINT AUCTIONEERS
Doyle Sales & Lettings, 11 Broadway Buildings, Hanwell W7 3TT 020 8840 0171

STARTING BID	FINAL BID	NOTES ☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT
3

133 Raby Road, Hartlepool TS24 8DT

Guide Price: £115,000*

RE-DEVELOPMENT OPPORTUNITY WITH PLANNING PERMISSION (SUBJECT TO SECTION 106 AGREEMENT) FOR 12 STUDIO FLATS AND INCORPORATING 1 GROUND FLOOR RETAIL UNIT

A three story commercial premises with planning permission (subject to Section 106 Agreement) for change of use to form 1 single retail unit and 12 studio flats. Plans and documentations may be viewed on Harlepool Borough Council planning portal with planning reference number H/2017/0023. The total net internal area is 4,686 sq.ft and the property is located on the corner of Raby Road and Hart Lane on the edge of Hartlepool town centre which affords convenient access to the A689 / A179 ring road and within approximately 15 minutes walking distance of town centre amenities. This opportunity will appeal to property developers and investors.

ACCOMMODATION
Commercial Premises Over Three Floors Ground Floor - 130.62 Sq.M First Floor - 120.33 Sq.M Second Floor - 112.66 Sq.M

TENURE
Freehold

LOCAL AUTHORITY & TAX RATING
Hartlepool Borough Council - 01429 266 522
Rateable Value - £5,400

VIEWING TIMES
By appointment through the Auctioneers

STARTING BID	FINAL BID	NOTES ☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT
4

5 Week Completion

61C Haven Lane, Ealing, London W5 2HZ

Guide Price: £450,000*

SPLIT LEVEL FLAT IN PRIME LOCATION WITH PLANNING GRANTED TO CREATE A FURTHER BEDROOM

This outstanding development opportunity is situated just to the north of Ealing Broadway with its station (underground and main line) and ample shopping facilities. Haven Lane is a prestigious road close to Ealing Cricket Club. The existing dwelling is a split level one bedroom flat with an area of garden, private entrance, a roof terrace and a garage. The property is double glazed and has gas fired central heating. There has been planning permission granted (26/4/2017) under reference number 170255FUL to build a replacement extension to create a further bedroom and retaining a courtyard area. Copies of the plans are available within the legal pack from the Auctioneers. The property also benefits from a long lease and the freeholder has granted consent for the works required to fulfill the existing planning permission. The property is sold with vacant possession.

ACCOMMODATION
Entrance Hall, Bathroom, Living Room Open Plan with Kitchen, Bedroom With Roof Terrace to First Floor, Garden, Detached Garage.

TENURE
Leasehold - 125 year lease from 24/6/2005
Ground Rent £300pa

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
5

R/o 143 Northfield Avenue, Ealing W13 9QT

Guide Price: £795,000*

FREEHOLD COMMERCIAL BUILDING WITH PLANNING TO CONVERT INTO TWO RESIDENTIAL DWELLINGS

This interesting building that has been used as a commercial premises within a courtyard setting is located off Northfield Avenue. Local shops are at hand along with Northfields Piccadilly Line Station that serves Heathrow London Airport and Central London. Numerous bus connections also provide access to Ealing Broadway and Brentford. Good road links also serve the area including the A4, M4, A40, M25 and M40 network. The site has been granted planning under reference number 165573FUL for Change of use of building from office/ light industrial (Use class B1) to 2 self-contained residential units (1 x two bed and 1 x three bed) incorporating two storey extension with associated internal and external alterations, amenity space, bike storage and waste storage. Copies of the plans are available within the legal pack. Other uses maybe considered subject to obtaining any necessary consent that may be required. This site offers an opportunity to create an attractive gated private mews scheme and will be of interest to developers and investors.

ACCOMMODATION
Current building over two floors approximately 1406 sf.

TENURE
Freehold

LOCAL AUTHORITY & TAX RATING
London Borough of Ealing 0208 825 5000
Rateable Value £26,000

VIEWING TIMES
By appointment through the Auctioneers

STARTING BID	FINAL BID	NOTES ☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT
6

96 A & B Weirdale Avenue, London N20 0AH

Guide Price: £820,000*

A VACANT DETACHED HOUSE ARRANGED AS TWO MAISONETTE FLATS WITH PLANNING POTENTIAL

A vacant detached house arranged as two maisonette flats with planning potential. The property is in need of renovation but the opportunity lies with the potential of demolishing the existing dwelling to build three houses subject to planning permission being granted. A similar application was refused 10 years ago due to its bulky appearance and over development. This application was a proposal to build X4 four bedroom townhouses which does not fit in with the character of this residential road. The approximate measurement of the land is 11,034 Sq.Ft (1025 Sq.M). The property is situated on a sought after and popular location with a catchment of good schools. Totteridge & Whetstone station, Oakleigh Park Station and Southgate station are all within a mile radius. This rare opportunity will interest developers and investors.

ACCOMMODATION
Two bedroom ground floor maisonette with own rear garden and garage - two bedrooms, bathroom, kitchen, reception, garden & garage. Three bedroom first floor maisonette with own rear garden and garage - three rooms, bathroom, kitchen, reception, garden and garage.

TENURE
Freehold

LOCAL AUTHORITY & TAX RATING
96 A Weirdale Avenue: Council Tax Band C
96 B Weirdale Avenue: Council Tax Band D
Barnet Council: 020 8359 2608

VIEWING TIMES
By Appointment through the Auctioneers

STARTING BID	FINAL BID	NOTES ☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT
7

By Order of the Beneficiaries

220 The Parkway, Iver Heath, Buckinghamshire SL0 0RQ

Guide Price: £430,000*

SEMI DETACHED HOUSE WITH DEVELOPMENT POTENTIAL AND INVESTMENT INCOME

This semi-detached house is situated in a popular location close to Pinewood Studios. The area is well served by excellent road links such as the A40 and M25. The A4 and M4 are also within easy reach as are the major town centres of Uxbridge and Slough. The house is currently let on an AST from November 2017 until September 2018 at a rent of £1200 pcm and the house is sold with the benefit of this income. The dwelling has a garage and ample off street parking and is one of the rare properties in the locality that has direct access to greenbelt land to the rear. It also benefits from double glazing and gas fired central heating. The property offers excellent scope for extension subject to obtaining any necessary planning consent and occupies a wide plot. A number of houses on this estate have been altered into three bedroom dwellings.

ACCOMMODATION
Entrance Hall, Through Lounge, Kitchen, First Floor Landing, Bedroom One, Bedroom Two, Bathroom, Off Street parking for a number of Vehicles to Front, Garage Own Drive, West Garden to Rear

TENURE
Freehold

LOCAL AUTHORITY & TAX RATING
South Bucks District Council 01895 837200
Council Tax Band: E

VIEWING TIMES
By appointment through the Auctioneers

JOINT AUCTIONEERS
Eltze Estates, 60 High Street, Iver, Bucks SL0 9NG
01753 651652

eltze estates

STARTING BID	FINAL BID	NOTES ☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT
8

Land adjacent to Meadowgates, Bolton Upon Dearne S63 8HX

Guide Price: £30,000*

FREEHOLD SITE OF APPROXIMATELY 0.7 ACRES WITH DEVELOPMENT POTENTIAL

This freehold site is situated adjacent to modern housing estate off Highgate Lane that is to the North of Bolton on Dearne and to the south of the A365. The site is approximately 0.7 acres in size and offers scope for development or alternative usage subject to obtaining any necessary planning or permissions or any licences that may be required. The vendor has included some correspondence with the local authority within the legal pack. However any intending purchaser should make their own enquiries in this regard. The site is sold with full vacant possession.

ACCOMMODATION
Site area approximately 0.704 acres (30,691 sf)

TENURE
Freehold

VIEWING TIMES
Open site for inspection at any time. Please be courteous to neighbours.

STARTING BID	FINAL BID	NOTES ☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT **9**

By Order of A2 Dominion Housing

56 Quainton Street, Neasden, London NW10 0BE

Guide Price: £375,000*

THREE BEDROOM TERRACED HOUSE IDEAL FOR INVESTMENT

This three bedroom two storey Victorian terraced house is located within easy reach of Neasden Station (Jubilee Line), local shops, amenities and local bus services. Good road links serve the area including the A406 North circular road and access to the A1 and M1 road links. The property is presented in good order throughout and benefits from a large rear garden, double glazing and gas fired central heating. This property, that is being sold with full vacant possession, will be of interest to investors and owner occupiers. PLEASE NOTE THAT THIS LOT WILL NOT BE SOLD PRIOR UNDER ANY CIRCUMSTANCES.

ACCOMMODATION
Two Receptions, Inner Hall, Kitchen, Bathroom, First Floor Landing, Three Bedrooms and Large Rear Garden.

TENURE
Freehold

LOCAL AUTHORITY & TAX RATING
Brent Council - 020 8937 4300
Council Tax Band: D

VIEWING TIMES
By appointment through Auctioneers

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.

STARTING BID	FINAL BID	NOTES ☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT **10**

37 Blandford Way, Hayes, Middlesex UB4 0PA

Guide Price: £290,000*

A VACANT THREE BEDROOM END OF TERRACE HOUSE WITH SIDE AND REAR EXTENSION

This vacant three bedroom end of terrace house has a side and rear extension and is situated on a good size corner plot with potential measuring at approximately 4977 Sq.Ft. The property is located on a sought-after cul-de-sac in the popular "Brookside Area" close to shops, public transport and the highly regarded Guru Nanak School. The property is in need of full renovation throughout will appeal to owner occupiers and investors. The property is known to have some subsidence on the extensions so a mortgage is unlikely to be obtained.

ACCOMMODATION
Entrance hall, reception, kitchen, dining room, utility room, master bedroom with shower room, two double bedrooms, family bathroom, large rear garden, driveway for two vehicles.

TENURE
Freehold

LOCAL AUTHORITY & TAX RATING
Hillingdon Council - 0300 123 1384
Council Tax Band: D

VIEWING TIMES
By appointment through the Auctioneers

JOINT AUCTIONEERS
Charrison Davis, 254 Kingshill Avenue,
Hayes, Middlesex UB4 8BZ
020 8573 9922

charrison davis
Estate Agents

STARTING BID	FINAL BID	NOTES ☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT
11

1 Normans Close, Uxbridge, Middlesex UB8 3RR

Guide Price: £650,000*

DETACHED BUNGALOW WITH PLANNING TO DEMOLISH AND BUILD TWO X 4 BEDROOM DETACHED HOUSES

This development plot is currently made up of a two bedroom detached bungalow that is currently let out on an AST generating £1075 pcm. The bungalow is surrounded with gardens in a quiet cul-de-sac location. The site has planning permission under Ref 62184/APP/2016/4117 to demolish the existing building and erect two x 4 bedroom detached houses and is ideally located within walking distance of Hillingdon Hospital and Brunel University and within close proximity to Uxbridge Town Centre with its numerous bus routes and the Piccadilly/Metropolitan Underground stations into central London. Good road links also serve the area including the A40, M25 and M4 Motorways. This rare development opportunity will be of interest to investors and developers.

ACCOMMODATION
Existing dwelling: 2 bedroom detached bungalow Planning permission granted to demolish and build two x 4 bedroom detached houses.

TENURE
Freehold

LOCAL AUTHORITY & TAX RATING
Hillingdon Council - 0300 123 1384
Council Tax Band: E

VIEWING TIMES
External viewing only - please be courteous to neighbours

STARTING BID	FINAL BID	NOTES ☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT
12

73 Byron Way, Northolt, Middlesex UB5 6AZ

Guide Price: £190,000*

SECOND FLOOR ONE BEDROOM FLAT IN NEED OF UPDATING

This second floor purpose built flat is situated in a popular location off Ruislip Road. Good road links serve the area including the A40 and the Hayes By pass connecting to the M4 and Heathrow. Greenford, Hayes, Southall and Northolt with their amenities are also within easy reach. The flat benefits from gas central heating, double glazing, lift access and security entry phone system. However, it is in need of updating throughout and is sold with full vacant possession. The flat does have a balcony and use of communal grounds. It is being sold with a brand new lease and will be of interest to owner occupiers and investment purchasers.

ACCOMMODATION
Entrance Hall, Living Room, Bedroom, Bathroom, Kitchen, Communal Gardens.

TENURE
Leasehold. New 125 year lease from completion.

LOCAL AUTHORITY & TAX RATING
London Borough of Ealing 020 8825 5000
Council Tax Band: B

VIEWING TIMES
By appointment through the Auctioneers

STARTING BID	FINAL BID	NOTES ☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT
13

Land adjacent to 2 Frobisher Road, Harringay N8 0QS

Guide Price: £780,000*

LAND WITH PLANNING GRANTED TO BUILD TWO THREE BEDROOM SEMI DETACHED HOUSES

A rare opportunity to acquire land with planning to build two three-bedroom semi-detached houses located on the popular Harringay Ladder N8. The site has planning permission under Ref HGY/2017/1166. The site is superbly located close to Turnpike Lane Underground Station (Piccadilly Line) and Hornsey National Rail. There is also easy access to the A406 and the A10. Harringay Green Lanes is a vibrant area full of shopping amenities, restaurants and bus links to the city. This rare development opportunity will be of interest to investors and developers.

ACCOMMODATION
Vacant Land

TENURE
Freehold

LOCAL AUTHORITY & TAX RATING
Haringey Council

VIEWING TIMES
By appointment through the Auctioneers

NOTE
Please note that under Section 21 of the Estate Agents Act 1979, a personal interest does exist.

STARTING BID	FINAL BID	NOTES ☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT
14

72A The Green, Twickenham, Middlesex TW2 5AG

Guide Price: £550,000*

SPLIT LEVEL THREE BEDROOM FLAT IN PRIME LOCATION

This split level flat forms part of an older style dwelling located opposite The Green in this prestigious part of Twickenham. The property offers three bedroom accommodation and has its own private entrance and area of gravelled garden. The property has been subject to refurbishment and benefits from gas central heating, double glazing as well as modern kitchen and bathroom fittings. We understand that works have been carried out with freeholders consent and warranties are available within the legal pack. The property is sold with vacant possession and will be of interest to owner occupiers and investment purchasers.

ACCOMMODATION
Entrance Hall, Bedroom One, Bathroom, Living Room, Bedroom Two, Kitchen, Lower Hall, Utility Room, Bedroom Three with En-suite Shower Room, Own Gravelled Garden.

TENURE
Leasehold approximately 110 years unexpired with Peppercorn Ground Rent

LOCAL AUTHORITY & TAX RATING
London Borough of Richmond Upon Thames 0208 891 1411
Council Tax Band C

VIEWING TIMES
By appointment through the Auctioneers

STARTING BID	FINAL BID	NOTES ☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT
15

121 Stafford Road, Wallington SM6 9BN

Guide Price: £150,000*

OFFICE PREMISES WITH PRIOR APPROVAL TO CONVERT INTO TWO BEDROOM FLAT

This ground floor office premises is situated with a short walk of Wallington Town centre with its vast selection of shops, bus connections and main line station that serves London Victoria. The property benefits from prior planning approval under reference D2017/77939 for change of use into a two bedroom flat. Relevant copies of the permission and drawings are within the legal pack. The freeholder has granted consent to do the works required and this lot will be of interest to developers and investment buyers. The property is sold with vacant possession.

ACCOMMODATION
Total shop area approx 49.62m2

TENURE
Leasehold approximately 117 years unexpired

LOCAL AUTHORITY & TAX RATING
London Borough of Sutton 020 8770 5000
Rateable Value: £10,500

VIEWING TIMES
By appointment through the Auctioneers

STARTING BID	FINAL BID	NOTES ☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT **16**

By Order of Fixed Charge Receivers

154 Alywn Road, Rugby, Warwickshire CV22 7RA

Guide Price: £120,000*

SEMI DETACHED HOUSE IN NEED OF UPDATING

This three bedroom semi-detached house is situated within a picturesque locality backing onto open fields and overlooking a park to the front. The local town is within easy reach and good road links serve the area including the M45 Motorway that also connects to the M1. The property offers off-street parking for a number of vehicles to the front and a large rear garden. The house has been extended and is in need of updating and modernisation throughout. The windows are mainly double glazed and there is gas central heating installed although it has not been tested. The property is sold with full vacant possession and will be of interest to investors and owner occupiers.

ACCOMMODATION

Entrance Hall, Dining Room, Living Room, Kitchen, First Floor Landing, Bedroom One, Bedroom two, Bedroom Three, Bathroom (No suite installed), Large rear Garden, Off Street Parking for a minimum of Two Vehicles.

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

Rugby Borough Council 01788 533533
Council Tax Band: C

VIEWING TIMES

By appointment through the Auctioneers

STARTING BID	FINAL BID	NOTES ☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

Forthcoming Auctions

Friday 23rd February 2018
Wednesday 11th April 2018

Phillip Arnold Auctions
"Passionate about property since 1979"

Phillip Arnold Auctions
Third Floor, 24 New Broadway, Ealing W5 2XA
Tel: 020 8799 3880 info@philliparnoldauctions.co.uk www.philliparnoldauctions.co.uk

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 CERTIFIED copy of your passport or photocard 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@phillipamoldauctions.co.uk**

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

Sale price £

Notes

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 indebtness (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 disapplied 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) outgoings and other liabilities;
- (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
- (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the buyer has made them; and
- (i) anything the seller does not and could not reasonably know about.

G1.5 Where anything subject to which the lot is sold would expose the seller to liability the buyer is to comply with it and indemnify the seller against that liability.

G1.6 The seller must notify the buyer of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the contract date but the buyer must comply with them and keep the seller indemnified.

G1.7 The lot does not include any tenant's or trade fixtures or fittings.

G1.8 Where chattels are included in the lot the buyer takes them as they are at completion and the seller is not liable if they are not fit for use.

G1.9 The buyer buys with full knowledge of:
- (a) the documents, whether or not the buyer has read them; and
- (b) the physical condition of the lot and what could reasonably be discovered on inspection of it, whether or not the buyer has inspected it.

G1.10 The buyer is not to rely on the information contained in the particulars but may rely on the seller's conveyancer's written replies to preliminary enquiries to the extent stated in those replies.

G2. Deposit

G2.1 The amount of the deposit is the greater of:
- (a) any minimum deposit stated in the auction conduct conditions (or the total price, if this is less than that minimum); and
- (b) 10% of the price (exclusive of any VAT on the price).

G2.2 The deposit
- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an approved financial institution (or by any other means of payment that the auctioneers may accept); and
- (b) is to be held as stakeholder unless the auction conduct conditions provide that it is to be held as agent for the seller.

G2.3 Where the auctioneers hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the seller on completion or, if completion does not take place, to the person entitled to it under the sale conditions.

G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the seller may treat the contract as at an end and bring a claim against the buyer for breach of contract.

G2.5 Interest earned on the deposit belongs to the seller unless the sale conditions provide otherwise.

G3. Between contract and completion

G3.1 Unless the special conditions state otherwise, the seller is to insure the lot from and including the contract date to completion and:
- (a) produce to the buyer on request all relevant insurance details;
- (b) pay the premiums when due;
- (c) if the buyer so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
- (d) at the request of the buyer use reasonable endeavours to have the buyer's interest noted on the policy if it does not cover a contracting purchaser;
- (e) unless otherwise agreed, cancel the insurance at completion, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the buyer; and
- (f) (subject to the rights of any tenant or other third party) hold on trust for the buyer any insurance payments that the seller receives in respect of loss or damage arising after the contract date or assign to the buyer the benefit of any claim; and the buyer must on completion reimburse to the seller the cost of that insurance (to the extent not already paid by the buyer or a tenant or other third party) for the period from and including the contract date to completion.

G3.2 No damage to or destruction of the lot nor any deterioration in its condition, however caused, entitles the buyer to any reduction in price, or to delay completion, or to refuse to complete.

G3.3 Section 47 of the Law of Property Act 1925 does not apply.

G3.4 Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion.

G4. Title and identity

G4.1 Unless condition G4.2 applies, the buyer accepts the title of the seller to the lot as at the contract date and may raise no requisition or objection except in relation to any matter that occurs after the contract date.

G4.2 If any of the documents is not made available before the auction the following provisions apply:
- (a) The buyer may raise no requisition on or objection to any of the documents that is made available before the auction.
- (b) If the lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.
- (c) If the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or an examined copy of every relevant document.
- (d) If title is in the course of registration, title is to consist of certified copies of:
  - (i) the application for registration of title made to the land registry;
  - (ii) the documents accompanying that application;
  - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
  - (iv) a letter under which the seller or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the buyer.
- (e) The buyer has no right to object to or make requisitions on any title information more than seven business days after that information has been given to the buyer.

G4.3 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):
- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the buyer; and
- (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the lot where the lot is leasehold property.

G4.4 The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract.

G4.5 The seller does not have to produce, nor may the buyer object to or make a requisition in relation to, any prior or superior title even if it is referred to in the documents.

G4.6 The seller (and, if relevant, the buyer) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the conditions apply.

G5. Transfer

G5.1 Unless a form of transfer is prescribed by the special conditions:
- (a) the buyer must supply a draft transfer to the seller at least ten business days before the agreed completion date and the engrossment (signed as a deed by the buyer if condition G5.2 applies) five business days before that date or (if later) two business days after the draft has been approved by the seller; and
- (b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer.

G5.2 If the seller remains liable in any respect in relation to the lot (or a tenancy) following completion the buyer is specifically to covenant in the transfer to indemnify the seller against that liability.

G5.3 The seller cannot be required to transfer the lot to anyone other than the buyer, or by more than one transfer.

G6. Completion

G6.1 Completion is to take place at the offices of the seller's conveyancer, or where the seller may reasonably require, on the agreed completion date. The seller can only be required to complete on a business day and between the hours of 0930 and 1700.

G6.2 The amount payable on completion is the balance of the price adjusted to take account of apportionments plus (if applicable) VAT and interest.

G6.3 Payment is to be made in pounds sterling and only by:
- (a) direct transfer to the seller's conveyancer's client account; and
- (b) the release of any deposit held by a stakeholder.

G6.4 Unless the seller and the buyer otherwise agree, completion cannot take place until both have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.

G6.5 If completion takes place after 1400 hours for a reason other than the seller's default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next business day.

G6.6 Where applicable the contract remains in force following completion.

G7. Notice to complete

G7.1 The seller or the buyer may on or after the agreed completion date but before completion give the other notice to complete within ten business days (excluding the date on which the notice is given) making time of the essence.

G7.2 The person giving the notice must be ready to complete.

G7.3 If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has:
- (a) terminate the contract;
- (b) claim the deposit and any interest on it if held by a stakeholder;

- (c) forfeit the deposit and any interest on it;
- (d) resell the lot; and
- (e) claim damages from the buyer.

G7.4 If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has:
- (a) terminate the contract; and
- (b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.

G8. If the contract is brought to an end

If the contract is lawfully brought to an end:
- (a) the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and
- (b) the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the seller is entitled to forfeit the deposit under condition G7.3.

G9. Landlord's licence

G9.1 Where the lot is or includes leasehold land and licence to assign is required this condition G9 applies.

G9.2 The contract is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.

G9.3 The agreed completion date is not to be earlier than the date five business days after the seller has given notice to the buyer that licence has been obtained.

G9.4 The seller must:
- (a) use all reasonable endeavours to obtain the licence at the seller's expense; and
- (b) enter into any authorised guarantee agreement properly required.

G9.5 The buyer must:
- (a) promptly provide references and other relevant information; and
- (b) comply with the landlord's lawful requirements.

G9.6 If within three months of the contract date (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition G9) by notice to the other terminate the contract at any time before licence is obtained. That termination is without prejudice to the claims of either seller or buyer for breach of this condition G9.

G10. Interest and apportionments

G10.1 If the actual completion date is after the agreed completion date for any reason other than the seller's default the buyer must pay interest at the interest rate on the price (less any deposit paid) from the agreed completion date up to and including the actual completion date.

G10.2 Subject to condition G11 the seller is not obliged to apportion or account for any sum at completion unless the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds.

G10.3 Income and outgoings are to be apportioned at actual completion date unless:
- (a) the buyer is liable to pay interest; and
- (b) the seller has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer;
- in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.

G10.4 Apportionments are to be calculated on the basis that:
- (a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
- (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
- (c) where the amount to be apportioned is not known at completion apportionment is to be made by reference to a reasonable estimate and further payment is to be made by seller or buyer as appropriate within five business days of the date when the amount is known.

G11. Arrears

Part 1 Current rent

G11.1 "Current rent" means, in respect of each of the tenancies subject to which the lot is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding completion.

G11.2 If on completion there are any arrears of current rent the buyer must pay them, whether or not details of those arrears are given in the special conditions.

G11.3 Parts 2 and 3 of this condition G11 do not apply to arrears of current rent.

Part 2 Buyer to pay for arrears

G11.4 Part 2 of this condition G11 applies where the special conditions give details of arrears.

G11.5 The buyer is on completion to pay, in addition to any other money then due, an amount equal to all arrears of which details are set out in the special conditions.

G11.6 If those arrears are not old arrears the seller is to assign to the buyer all rights that the seller has to recover those arrears.

Part 3 Buyer not to pay for arrears

G11.7 Part 3 of this condition G11 applies where the special conditions:
- (a) so state; or
- (b) give no details of any arrears.

G11.8 While any arrears due to the seller remain unpaid the buyer must:
(a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;
(b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment);
(c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require;
(d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order;
(e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and
(f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to part 3 of this condition G11.

G11.9 Where the seller has the right to recover arrears it must not without the buyer's written consent bring insolvency proceedings against a tenant or seek the removal of goods from the lot.

G12. Management

G12.1 This condition G12 applies where the lot is sold subject to tenancies.

G12.2 The seller is to manage the lot in accordance with its standard management policies pending completion.

G12.3 The seller must consult the buyer on all management issues that would affect the buyer after completion (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a tenancy; or a new tenancy or agreement to grant a new tenancy) and:
- (a) the seller must comply with the buyer's reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the seller to a liability that the seller would not otherwise have, in which case the seller may act reasonably in such a way as to avoid that liability;
- (b) if the seller gives the buyer notice of the seller's intended act and the buyer does not object within five business days giving reasons for the objection the seller may act as the seller intends; and
- (c) the buyer is to indemnify the seller against all loss or liability the seller incurs through acting as the buyer requires, or by reason of delay caused by the buyer.

G13. Rent deposits

G13.1 This condition G13 applies where the seller is holding or otherwise entitled to money by way of rent deposit in respect of a tenancy. In this condition G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.

G13.2 If the rent deposit is not assignable the seller must on completion hold the rent deposit on trust for the buyer and, subject to the terms of the rent deposit deed, comply at the cost of the buyer with the buyer's lawful instructions.

G13.3 Otherwise the seller must on completion pay and assign its interest in the rent deposit to the buyer under an assignment in which the buyer covenants with the seller to:
- (a) observe and perform the seller's covenants and conditions in the rent deposit deed and indemnify the seller in respect of any breach;
- (b) give notice of assignment to the tenant; and
- (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

G14. VAT

G14.1 Where a sale condition requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.

G14.2 Where the special conditions state that no VAT option has been made the seller confirms that none has been made by it or by any company in the same VAT group nor will be prior to completion.

G15. Transfer as a going concern

G15.1 Where the special conditions so state:
- (a) the seller and the buyer intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
- (b) this condition G15 applies.

G15.2 The seller confirms that the seller
- (a) is registered for VAT, either in the seller's name or as a member of the same VAT group; and
- b) has (unless the sale is a standard-rated supply) made in relation to the lot a VAT option that remains valid and will not be revoked before completion.

G15.3 The buyer confirms that:
- (a) it is registered for VAT, either in the buyer's name or as a member of a VAT group;
- (b) it has made, or will make before completion, a VAT option in relation to the lot and will not revoke it before or within three months after completion;
- (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
- (d) it is not buying the lot as a nominee for another person.

G15.4 The buyer is to give to the seller as early as possible before the agreed completion date evidence:
- (a) of the buyer's VAT registration;
- (b) that the buyer has made a VAT option; and
- (c) that the VAT option has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two business days before the agreed completion date, condition G14.1 applies at completion.

G15.5 The buyer confirms that after completion the buyer intends to:
- (a) retain and manage the lot for the buyer's own benefit as a continuing business as a going concern subject to and with the benefit of the tenancies; and
- (b) collect the rents payable under the tenancies and charge VAT on them

G15.6 If, after completion, it is found that the sale of the lot is not a transfer of a going concern then:
- (a) the seller's conveyancer is to notify the buyer's conveyancer of that finding and provide a VAT invoice in respect of the sale of the lot;
- (b) the buyer must within five business days of receipt of the VAT invoice pay to the seller the VAT due; and
- (c) if VAT is payable because the buyer has not complied with this condition G15, the buyer must pay and indemnify the seller against all costs, interest, penalties or surcharges that the seller incurs as a result.

G16. Capital allowances

G16.1 This condition G16 applies where the special conditions state that there are capital allowances available in respect of the lot.

G16.2 The seller is promptly to supply to the buyer all information reasonably required by the buyer in connection with the buyer's claim for capital allowances.

G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the special conditions.

G16.4 The seller and buyer agree:
- (a) to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition G16; and
- (b) to submit the value specified in the special conditions to HM Revenue and Customs for the purposes of their respective capital allowance computations.

G17. Maintenance agreements

G17.1 The seller agrees to use reasonable endeavours to transfer to the buyer, at the buyer's cost, the benefit of the maintenance agreements specified in the special conditions.

G17.2 The buyer must assume, and indemnify the seller in respect of, all liability under such contracts from the actual completion date.

G18. Landlord and Tenant Act 1987

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

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

G19. Sale by practitioner

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

G19.2 The practitioner has been duly appointed and is empowered to sell the lot.
G19.3 Neither the practitioner nor the firm or any member of the firm to which the practitioner belongs has any personal liability in connection with the sale or the performance of the seller's obligations. The transfer is to include a declaration excluding that personal liability.
G19.4 The lot is sold:
- (a) in its condition at completion;
- (b) for such title as the seller may have; and
- (c) with no title guarantee; and the buyer has no right to terminate the contract or any other remedy if information provided about the lot is inaccurate, incomplete or missing.

G19.5 Where relevant:
- (a) the documents must include certified copies of those under which the practitioner is appointed, the document of appointment and the practitioner's acceptance of appointment; and
- (b) the seller may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925.

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

G20. TUPE

G20.1 If the special conditions state "There are no employees to which TUPE applies", this is a warranty by the seller to this effect.
G20.2 If the special conditions do not state "There are no employees to which TUPE applies" the following paragraphs apply:
- (a) The seller must notify the buyer of those employees whose contracts of employment will transfer to the buyer on completion (the "Transferring Employees"). This notification must be given to the buyer not less than 14 days before completion.
- (b) The buyer confirms that it will comply with its obligations under TUPE and any special conditions in respect of the Transferring Employees.
- (c) The buyer and the seller acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the seller will transfer to the buyer on completion.
- (d) The buyer is to keep the seller indemnified against all liability for the Transferring Employees after completion.

G21. Environmental

G21.1 This condition G21 only applies where the special conditions so provide.
G21.2 The seller has made available such reports as the seller has as to the environmental condition of the lot and has given the buyer the opportunity to carry out investigations (whether or not the buyer has read those reports or carried out any investigation) and the buyer admits that the price takes into account the environmental condition of the lot.
G21.3 The buyer agrees to indemnify the seller in respect of all liability for or resulting from the environmental condition of the lot.

G22. Service Charge

G22.1 This condition G22 applies where the lot is sold subject to tenancies that include service charge provisions.
G22.2 No apportionment is to be made at completion in respect of service charges.
G22.3 Within two months after completion the seller must provide to the buyer a detailed service charge account for the service charge year current on completion showing:
- (a) service charge expenditure attributable to each tenancy;
- (b) payments on account of service charge received from each tenant;
- (c) any amounts due from a tenant that have not been received;
- (d) any service charge expenditure that is not attributable to any tenancy and is for that reason irrecoverable.

G22.4 In respect of each tenancy, if the service charge account shows that:
- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the seller must pay to the buyer an amount equal to the excess when it provides the service charge account;
- (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the buyer must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the seller within five business days of receipt in cleared funds; but in respect of payments on account that are still due from a tenant condition G11 (arrears) applies.

G22.5 In respect of service charge expenditure that is not attributable to any tenancy the seller must pay the expenditure incurred in respect of the period before actual completion date and the buyer must pay the expenditure incurred in respect of the period after actual completion date. Any necessary monetary adjustment is to be made within five business days of the seller providing the service charge account to the buyer.
G22.6 If the seller holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
- (a) the seller must pay it (including any interest earned on it) to the buyer on completion; and
- (b) the buyer must covenant with the seller to hold it in accordance with the terms of the tenancies and to indemnify the seller if it does not do so.

G23. Rent reviews

G23.1 This condition G23 applies where the lot is sold subject to a tenancy under which a rent review due on or before the actual completion date has not been agreed or determined.
G23.2 The seller may continue negotiations or rent review proceedings up to the actual completion date but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the buyer, such consent not to be unreasonably withheld or delayed.
G23.3 Following completion the buyer must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the seller, such consent not to be unreasonably withheld or delayed.
G23.4 The seller must promptly:
- (a) give to the buyer full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
- (b) use all reasonable endeavours to substitute the buyer for the seller in any rent review proceedings.

G23.5 The seller and the buyer are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
G23.6 When the rent review has been agreed or determined the buyer must account to the seller for any increased rent and interest recovered from the tenant that relates to the seller's period of ownership within five business days of receipt of cleared funds.
G23.7 If a rent review is agreed or determined before completion but the increased rent and any interest recoverable from the tenant has not been received by completion the increased rent and any interest recoverable is to be treated as arrears.
G23.8 The seller and the buyer are to bear their own costs in relation to rent review negotiations and proceedings.

G24. Tenancy renewals

G24.1 This condition G24 applies where the tenant under a tenancy has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
G24.2 Where practicable, without exposing the seller to liability or penalty, the seller must not without the written consent of the buyer (which the buyer must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
G24.3 If the seller receives a notice the seller must send a copy to the buyer within five business days and act as the buyer reasonably directs in relation to it.
G24.4 Following completion the buyer must:
- (a) with the co-operation of the seller take immediate steps to substitute itself as a party to any proceedings;
- (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the tenancy and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
- (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed tenancy) account to the seller for the part of that increase that relates to the seller's period of ownership of the lot within five business days of receipt of cleared funds.

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

G25. Warranties

G25.1 Available warranties are listed in the special conditions.
G25.2 Where a warranty is assignable the seller must:
- (a) on completion assign it to the buyer and give notice of assignment to the person who gave the warranty; and
- (b) apply for (and the seller and the buyer must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by completion the warranty must be assigned within five business days after the consent has been obtained.

G25.3 If a warranty is not assignable the seller must after completion:
- (a) hold the warranty on trust for the buyer; and
- (b) at the buyer's cost comply with such of the lawful instructions of the buyer in relation to the warranty as do not place the seller in breach of its terms or expose the seller to any liability or penalty.

G26. No assignment

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

G27. Registration at the Land Registry

G27.1 This condition G27.1 applies where the lot is leasehold and its sale either triggers first registration or is a registrable disposition. The buyer must at its own expense and as soon as practicable:
- (a) procure that it becomes registered at Land Registry as proprietor of the lot;
- (b) procure that all rights granted and reserved by the lease under which the lot is held are properly noted against the affected titles; and
- (c) provide the seller with an official copy of the register relating to such lease showing itself registered as proprietor.

G27.2 This condition G27.2 applies where the lot comprises part of a registered title. The buyer must at its own expense and as soon as practicable:
- (a) apply for registration of the transfer;
- (b) provide the seller with an official copy and title plan for the buyer's new title; and
- (c) join in any representations the seller may properly make to Land Registry relating to the application.

G28. Notices and other communications

G28.1 All communications, including notices, must be in writing. Communication to or by the seller or the buyer may be given to or by their conveyancers.
G28.2 A communication may be relied on if:
- (a) delivered by hand; or
- (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
- (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the sale memorandum) by a postal service that offers normally to deliver mail the next following business day.

G28.3 A communication is to be treated as received:
- (a) when delivered, if delivered by hand; or
- (b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a business day a communication is to be treated as received on the next business day.

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

G29. Contracts

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

Extra General Conditions

Applicable for all lots where the Common Auction Conditions apply.

1. The Deposit

1.1 General Conditions A5.5a shall be deemed to be deleted and replaced by the following:
A5.5a. The Deposit:
a) must be paid to the auctioneers by cheque or bankers draft drawn on a UK clearing bank or building society (or by such other means of payment as they may accept)
b) is to be held as stakeholder save to the extent of the auctioneers' fees and expenses which part of the deposit shall be held as agents for the seller

2. Buyer's Administration Charge

2.1 Should your bid be successful you will be liable to pay a Buyer's Administration Charge of £600 inclusive of VAT upon exchange of contracts to the Auctioneer.

3. Extra Auction Conduct Conditions

3.1 Despite any special condition to the contrary the minimum deposit we accept is £2,000 (or the total price, if less). A special condition may, however, require a higher minimum deposit.

Auction venue

Doubletree By Hilton
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 23rd February 2018
being held at Doubletree By Hilton

Closing date for entries
Tuesday 23rd January 2018

Phillip Arnold Auctions
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