Phillip Arnold Auctions

"Passionate about property since 1979"

Celebrating our 100th Sale

Auction Catalogue

Lots offered on behalf of the Government Legal Department, Executors, Court of Protection, Property Companies and Private Individuals



REMOTE BIDDING ONLY

on **Thursday 25th May 2023** at 12 noon

Phillip Arnold Auctions
Tel: 020 8799 3880
www.phillipparnoldauctions.co.uk
Auctioneer: Phillip Arnold FRICS, CEM CREA, FNAEA, FNAVA, Past President of NAVA

EXPERT WITNESS INSTITUTE INDIVIDUAL MEMBER

RICS

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Comment from the Auctioneer

Phillip Arnold Auctions
"Passionate about property since 1979"



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Welcome to Phillip Arnold Auctions' third auction of 2023 and indeed our 100th auction since it all began in July 2007. So many changes since then – new name, new RICS Valuation services, new offices, new method of working, regular appearances on Homes under the Hammer – but still holding tight to the same core values of honesty and integrity with Phil still as passionate about property as he was in 1979 when he first started out.

Our auctions continue to be REMOTE BIDDING ONLY but are live-streamed on our website for anyone to watch and start as usual at 12 noon.

For our May auction we have some true residential auction properties including 4 prime lots from the Government Legal Department, 2 in London, 1 in Surrey and 1 in beautiful Somerset. We also have a semi-detached property in Hounslow needing modernisation throughout and a detached dwelling, currently arranged as 2 flats, that could be converted into a substantial family home for someone in Hayes.

In order to take part in our auctions you will need to complete and sign our Remote Bidding Form, that can be found under the red button on the

right-hand side of the property listings on our website, and send this to us along with your CERTIFIED ID. As always, do not hesitate to call us if you need any assistance.

Good luck with your bidding whether 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.phillipparnoldauctions.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. Buyer's 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

Phillip Arnold Auctions
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In order to confirm with the Money Laundering Regulations, all prospective purchasers must be able to verify their identify. The following schedule of documents must be provided to the Auctioneers prior to the auction sale. Each purchaser must provide a CERTIFIED copy of 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 buyer's 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.

Once we have received your signed remote bidding form and 2 forms of CERTIFIED ID, you will then be sent details of our client account for payment of the initial deposit and buyer's fee totalling £2,600 per property. Without this initial deposit you will not be able to bid on the day even if you have completed a form and sent in your certified ID.

If you are unsuccessful on the day the full amount will be refunded as soon as possible after the date of auction. If you are successful you have signed the bidding form to agree that you will top up the deposit to the full 10% of the final sale price by close of business on the day of auction.

Remote bidding forms that include the terms and conditions can be downloaded from our website www.phillipparnoldauctions.co.uk

Notice to prospective buyers

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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 part of the auction sale and provides details of amendments to the catalogue and Conditions of Sale. Prospective buyers should ensure that they listen to the pre-auction announcements for any addendums as this will form part of the sales contract. Prospective buyers should ensure that they have a copy of the catalogue and listen to the pre-auction announcements prior to bidding and are deemed to have carried this out 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 downloaded free of charge from the website.

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 cannot be guaranteed. The Auctioneers will attempt to answer any queries prior to the auction day. 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 have already supplied their name and address, solicitors details, identification and deposit and have given permission via the Remote Bidding Form for the Auctioneers to sign the Sales Memorandum on their behalf. If for any reason the buyer fails to submit their deposit on the day then the Auctioneer is legally entitled to offer the lot to the under bidder 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 £3,000 unless otherwise stated by the Auctioneer. Payment is made by bank transfer using the client account details supplied at the time of registration. Please note we will not accept cash under any circumstances.

10. A successful purchaser will also be required to pay a Buyer's Administration charge of £600 inclusive of VAT, paid in advance when registering.

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 the Government Legal Department

158 Ashford Court, Ashford Road, Cricklewood NW2 6BU

Guide Price £120,000*

SIXTH FLOOR TWO BEDROOM FLAT IN NEED OF COMPLETE MODERNISATION













This sixth floor two bedroom flat forms part of a mansion block with lift access and 24 hour concierge service. The block is located close to Cricklewood Broadway with its shopping facilities, bus connections and main line station. Willesden Green for underground services is within one mile. Good road links are easily accessible including the A1, M1 and A406 North Circular Road. Brent Cross Shopping Centre is within three miles. The flat has a spacious double aspect living room and has views over London. The flat benefits from gas central heating and security entryphone system but does require complete updating and modernisation throughout. The property is sold with vacant possession. This lot will be of interest to investment buyers.
PLEASE NOTE THAT THIS LOT WILL NOT BE SOLD PRIOR TO AUCTION UNDER ANY CIRCUMSTANCES.

ACCOMMODATION

Entrance Hall, Bedroom One, Bedroom Two, Living Room, Kitchen, Shower Room.

TENURE

Leasehold. 99 years from 1 January 1976, thus approximately 52 years unexpired. Ground Rent £20 pa.

LOCAL AUTHORITY & TAX RATING

London Borough of Brent
Council Tax Band C EPC being organised.

VIEWING TIMES

By appointment through the Auctioneers



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

LOT **2**

By Order of the Government Legal Department

17c Ribblesdale Road, Hornsey, London N8 7EP

Guide Price £100,000*

FIRST FLOOR STUDIO FLAT WITH VACANT POSSESSION





This first floor studio flat forms part of a converted semi-detached period property and is located in a prime position within a short walk of Hornsey Station and within easy access of Crouch End. There are underground services less than a mile away at Turnpike Lane. The area is well served by bus connections and has good road link access, particularly to the A406 North Circular Road. The property is a studio flat with a separate bathroom and the flat also benefits from a loft storage area. There is an entryphone system and gas fired central heating. The flat is sold with vacant possession and will be of interest to investment buyers and owner occupiers. **PLEASE NOTE THAT THIS LOT WILL NOT BE SOLD PRIOR TO AUCTION UNDER ANY CIRCUMSTANCES.**

ACCOMMODATION

Entrance Hall, Bathroom, Open Plan Studio with Kitchen Area.

TENURE

125 years from 25th March 1982, thus approximately 84 years unexpired. Ground rent £50 pa rising.

LOCAL AUTHORITY & TAX RATING

London Borough of Haringey
Council Tax Band B
EPC being arranged.

VIEWING TIMES

By appointment through the Auctioneers

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

LOT
3

Land At R/o 117 Grove Avenue, Hanwell W7 3EX

Guide Price £190,000*

FREEHOLD SITE WITH PLANNING GRANTED FOR A SINGLE STOREY OFFICE/WORKSHOP





This freehold site is situated in a popular location off Greenford Avenue, within easy reach of Hanwell Main Line that forms part of the new Elizabeth Line. A site of this nature rarely becomes available and as such is a unique opportunity. The area is well served by local bus routes and excellent road connections, including the A40 Western Avenue that connects to Central London, the M40 and M25 London Orbital Motorway. The site is accessed at the rear of a small modern development and has been granted planning permission under reference 220498FUL for the erection of a single storey office/workshop. There may of course be other possibilities to amend the planning although any intending purchaser should make their own enquiries in this regard. The site is sold with the benefit of vacant possession and will be of interest to developers, investment purchasers and builders/home workers looking for a private location to work from.

ACCOMMODATION
Site area approximately 45 sm

TENURE
Freehold

LOCAL AUTHORITY & TAX RATING
London Borough of Ealing

VIEWING TIMES
External viewing only. Please be courteous to neighbours.

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

LOT **4**

By order of the Executors

56-57 Hemmen Lane, Hayes, Middlesex UB3 2LQ

Guide Price £350,000*

DETACHED DWELLING ARRANGED AS A PAIR OF TWO BEDROOM SELF CONTAINED FLATS













The property is situated off Church Road to the south of the A4020 Uxbridge Road and to the north east of Hayes Town with its shopping facilities and main line station that includes the Elizabeth Line. Good road links serve the area including the A40 Western Avenue that connects to Central London, the M40 and the M25 London Orbital Motorway. The M4 and Heathrow London Airport are also easily accessible. The area is well served by local bus routes and is within easy reach of Uxbridge with its main shopping facilities and underground station. The property is made up of two self-contained spacious two bedroom flats with an integral garage and ample off street parking. Each flat has double glazing and gas fired central heating although it would benefit from some updating throughout. The property is sold with vacant possession and will be of interest to investment buyers or potentially an owner occupier looking to convert into a spacious detached dwelling.

ACCOMMODATION

Ground Floor Flat: – Entrance Hall, Bedroom One, Bedroom two, Bathroom, Kitchen, Lounge, Conservatory, Garden, Garage. First Floor Flat: – Landing, Living Room, Balcony, Kitchen, Bathroom, Bedroom One, Bedroom Two.

TENURE

The property is sold Freehold with underleases, each of 99 years from 29th September 1963, thus both approximately 39 years unexpired.

LOCAL AUTHORITY & TAX RATING

London Borough of Hillingdon
Council Tax Both Band C
EPC Rating for Number 56 is Band C. Number 57 is being obtained.

VIEWING TIMES

Wednesday 17/5 @ 11.15 – 11.45am Saturday 20/5 @ 11.45am – 12.45pm Tuesday 23/5 @ 11.15 – 11.45am
THESE ARE BLOCK VIEWING SESSIONS – NO NEED TO BOOK IN



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

*important: see notes on page 2

LOT **5**

By Order of the Court of Protection

435 Hanworth Road, Hounslow, Middlesex TW4 5LQ

Guide Price £295,000*

THREE BEDROOM SEMI DETACHED WITH GARAGE IN NEED OF UPDATING THROUGHOUT













This three bedroom semi-detached house is situated within easy reach of Hounslow Town Centre with its multiple shopping facilities, bus connections and nearby stations. Good road links are also easily accessible including the M4 that connects to Central London and the M25 London Orbital Motorway. Heathrow London Airport is also within easy reach. The house has a garage via its own driveway and benefits include gas fired central heating and double glazing. There is scope for extension subject to obtaining any necessary consent that may be required. This dwelling is in need of updating and modernisation throughout and is sold with vacant possession. This lot will be of interest to investment purchasers and owner occupiers. **PLEASE NOTE THAT THIS LOT WILL NOT BE SOLD PRIOR TO AUCTION UNDER ANY CIRCUMSTANCES.**

ACCOMMODATION

Entrance Hall, Lounge, Dining Room, Kitchen, Conservatory, First Floor Landing, Bedroom One, Bedroom Two, Bedroom Three, Wet room, Garage, Garden.

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

London Borough of Richmon Upon Thames
Council Tax Band D
EPC In Progress

VIEWING TIMES

Wednesday 17/5 @ 10.15 – 10.45am Saturday 20/5 @ 10.15 – 11.15am Tuesday 23/5 @ 10.15 – 10.45am
THESE ARE BLOCK VIEWING SESSIONS – NO NEED TO BOOK IN



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

LOT
6

211 & 213 The Mall, Kenton, Harrow, Middlesex HA3 9TX

Guide Price £950,000*

PAIR OF SEMI DETACHED HOUSES ON SPACIOUS PLOT, IDEAL FOR DEVELOPMENT STP













The properties are situated within walking distance of Preston Road with its Metropolitan Line Station and local shops and a similar distance from Kingsbury with its Jubilee Line Station and additional shops. The area is well served by local bus routes and offers good road links to the A406 North circular Road, A1, M1 and M25 Motorways. The properties are built of non-standard construction although number 213 has been brick wrapped. The units sit on a spacious site of approximately 604 sm (0.149 acre) and offer excellent scope for development subject to obtaining any necessary consent that may be required. Number 211 benefits from planning under reference 22/0201 for Demolition of existing garage and single storey rear extension and erection of part single storey, part two storey rear extension and two storey side extension to dwellinghouse. Details of this are within the legal pack. Number 213 benefits from a planning permission under reference PP-11106722 for Prior approval for a single storey rear extension to dwellinghouse, in metres extending beyond the rear wall of the original house. Again these details are within the legal pack. Each property is currently let on assured shorthold tenancies at £1485 pcm each, thus the overall income from both units is £35,640 per annum. This lot will be of interest to investment buyers and developers.

ACCOMMODATION

Number 211 – Entrance Hall, Two Reception Rooms, Shower, Kitchen, Landing, Three Bedrooms, Bathroom. EPC lists as 102 sm. Number 213 – Entrance Hall, Cloakroom, Two Reception Rooms, Kitchen, Landing, Three Bedrooms, Bathroom. EPC Lists as 94 sm.

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

London Borough of Brent.
Council Tax for Number 211 is Band B and for Number 213 is Band D
EPC for Number 211 is Band D and Number 213 is Band E

VIEWING TIMES

By appointment through the Auctioneers



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

LOT
7

50 The Clockhouse, 140 London Road, Guildford, Surrey GU1 1FF

Guide Price £175,000*

ONE BEDROOM TOP FLOOR RETIREMENT FLAT IN PRIME LOCATION







This one bedroom top floor retirement flat forms part of a complex constructed by McCarthy and Stone and is presented in excellent order. There is easy access into the main town of Guildford with its shopping facilities and travel connections. Further rail services are available at London Road and Clandon Stations that are both within two and a half miles. Good road links are also very accessible including the A3 that connects to the M25 London Orbital Motorway. The flat which is larger than average has a security entryphone system, residents' communal lounge and has the added safety of an on-site manager. The flat is presented in excellent order throughout and there is also a communal garden to the rear. The property is sold with full vacant possession. PLEASE NOTE ANY PURCHASER MUST BE OVER THE AGE OF 70 YEARS TO PURCHASE THIS FLAT AND WILL NEED TO BE PRE-APPROVED BY THE FREEHOLDERS.

ACCOMMODATION

Entrance Hall, Lounge, Kitchen, Shower Room. Approximately 72 sm.

TENURE

994 years unexpired. Ground Rent £500 pa Service Charge approximately £8500 pa.

LOCAL AUTHORITY & TAX RATING

Guildford Borough Council
Council Tax Band D
EPC Band B

VIEWING TIMES

By appointment through the Auctioneers

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

LOT **8**

By Order of The Government Legal Department

41 Westbourne Crescent, Clevedon, North Somerset BS21 7YB

Guide Price £130,000*

SEMI DETACHED DWELLING IN NEED OF UPDATING THROUGHOUT















This three bedroom semi-detached dwelling is situated within easy reach of Clevedon Town and approximately three and a half miles from Yatton Station. The road is a crescent located off Westbourne Avenue which is to the south of the B3130. Good road links are easily accessible including the M5 providing easy access into Weston Super Mare and Bristol. The area is served by local bus routes. The house is in need of updating and modernisation throughout and will be of interest to investment purchasers and owner occupiers. There is good sized living accommodation and the property is sold with full vacant possession. **PLEASE NOTE THAT THIS LOT WILL NOT BE SOLD PRIOR TO AUCTION UNDER ANY CIRCUMSTANCES.**

ACCOMMODATION

Entrance Hall, Living Room, Kitchen, Utility Room, Cloakroom, Conservatory, First Floor Landing, Bedroom One, Bedroom Two, Bedroom Three, Bathroom, Gardens.

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

North Somerset Council
Council tax Band A
EPC in Progress

VIEWING TIMES

Wednesday 10/5 @ 12.30 – 1pm Tuesday 16/5 @ 12.30 – 1pm Saturday 20/5 @ 11.00 – 11.30am
BLOCK VIEWING SESSIONS – JUST GO ALONG AT THE TIMES INDICATED – NO NEED CALL AND BOOK IN

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

*important: see notes on page 2

LOT
9

By Order of The Government Legal Department

37 Avenue Road, Belmont, Sutton, Surrey SM2 6JE

Guide Price £290,000*

FOUR BEDROOM DETACHED BUNGALOW IN NEED OF COMPLETE UPDATING THROUGHOUT









The property is a four bedroom detached bungalow situated in a very popular road to the north of Belmont with its main line station. Further rail services are available within one and a half miles at Cheam and Banstead. Good road links provide easy access to the major motorway network and into Central London. The property requires complete modernisation and updating throughout. The site may even lend itself to development by demolishing and rebuilding, subject to obtaining any necessary consent that may be required. Any intending purchaser should make their own enquiries with the local authority planning department in this regard. The dwelling has a garage and sits on a good sized rectangular plot of approximately 0.18 acres. The dwelling is sold with full vacant possession and will be of interest to investment buyers and owner occupiers. **PLEASE NOTE THAT THIS LOT WILL NOT BE SOLD PRIOR TO AUCTION UNDER ANY CIRCUMSTANCES**.

ACCOMMODATION
Hall, Living Room, Kitchen, Bedroom one, Bedroom two, Bedroom three, Bedroom four, Bathroom, Garage, Gardens.

TENURE
Freehold

LOCAL AUTHORITY & TAX RATING
Sutton
Council Tax Band F
EPC Band to be advised.

VIEWING TIMES
By appointment through the Auctioneers

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

LOT
10

82 Whitehall Road, Uxbridge, Middlesex UB8 2DQ

Guide Price £95,000*

FREEHOLD INVESTMENT INCLUSIVE OF THREE LOCK UP GARAGES AND PARKING SPACE









This freehold ground rent investment is situated to the south of Uxbridge Town Centre with its major shopping centres, bus terminal and Station that serves the Metropolitan and Piccadilly Lines. Good road links serve the area with close access to the M40, M25 London Orbital Motorway and the M4 as well as Heathrow London Airport. The property is a detached dwelling that has been sub-divided into three self-contained flats, all held on long leases with rising Ground Rents of £150 pa each, thus £450 pa in total. There is a block of three garages on the site which are let at £275 per quarter, £275 per quarter and £85 per month respectively, thus producing £3120 pa in total. There is also an additional parking space that is currently vacant. The site in total measures approximately 347 sm (0.08 acres) and may hold further development potential subject to obtaining any necessary consent that may be required. Any intending purchaser should make their own enquiries with the local authority planning office in this regard. The lessees have not exercised their right to purchase. This lot will be of interest to investment purchasers.

ACCOMMODATION

82a – Held on lease from 1st May 2020 for 125 years, Ground Rent £150 pa rising.. 82b – Held on lease from 1st may 2020 for 125 years, Ground Rent £150 pa rising. 82c – Held on lease from 24th September 2021 for 125 years, Ground Rent £150 pa rising. Three vacant garages that do not form part of the above leases.

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

London Borough of Hillingdon
Council tax all flats are Band C
EPC Ratings for 82a and 82b are Band C and for 82c is Band D

VIEWING TIMES

External viewing only. Please be courteous to neighbours.

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

LOT
11

19b Mitcham Lane, Streatham, London SW16 6LQ

Guide Price £255,000*

FIRST FLOOR TWO BEDROOM FLAT, IDEAL FOR INVESTMENT







This first floor two bedroom flat is situated in an excellent location within walking distance of Streatham and Streatham Hill main line stations, as well as shopping facilities and numerous bus routes. Good road links serve the area, including the A405 South Circular Road that connects to a number of major routes. The flat is presented in good order throughout and benefits include gas fired central heating and double glazing. This flat will be sold with full vacant possession and will be of interest to owner occupiers and investment purchasers.

ACCOMMODATION
Landing, Bedroom one, Bedroom Two, Living Room, Kitchen, Bathroom

TENURE
Leasehold - 99 years from 2 January 2007

LOCAL AUTHORITY & TAX RATING
London Borough of Lambeth
Council Tax B and D
EPC Band D

VIEWING TIMES
By appointment through the Auctioneers

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

lion TV
SCOTLAND

Homes
UNDER THE HAMMER

HAVE YOU JUST PURCHASED A PROPERTY AT AUCTION?

HAVE YOU EVER DREAMT OF BEING ON BBC ONE'S *HOMES UNDER THE HAMMER?*

We are currently on the look out for new properties to feature on the show. If you meet the conditions below, and are interested in finding out more, please get in touch with a member of our Booking team:

Alice Williams: 07814 079910
Calum Thomson: 07966 167076

Or email **homesunderthehammer@liontv.co.uk**

CONDITIONS

You must have purchased a property through auction (either online, modern method, or traditional in-room).

Renovation intention must be for residential use (sale, rent or to live in yourself).

No work must have started before we film for the first time (you can call us before you legally complete and we can hopefully get you booked in advance).

We require at least 2 days' filming at your property. The first day of filming takes place after you complete your property purchase, and the second when we return to film your complete renovation.

WWW.LIONTV.COM



Common Auction Conditions

Common Auction Conditions (4th Edition 2018 – 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 are designed for real estate auctions, to set a consistent practice across the industry. There are three sections, all of which must be included without variation, except where stated:

Glossary
The glossary gives special meanings to certain words used in the conditions.

Auction Conduct Conditions
The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who participates in the auction. They apply wherever the property is located, and cannot be changed without the auctioneer's agreement. We recommend that these conditions are set out in a two-part notice to bidders, part one containing advisory material – which auctioneers can tailor to their needs – and part two the auction conduct conditions and any extra auction conduct conditions.

Sale Conditions
The Sale Conditions apply only to property in England and Wales, and 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. They must not be used if other standard conditions apply.

Glossary

This glossary applies to the AUCTION CONDUCT CONDITIONS and the SALE CONDITIONS. It is a compulsory section of the Common AUCTION Conditions that must be included without variation (but the SPECIAL CONDITIONS may include defined words that differ from the glossary so long as they apply only to the SPECIAL CONDITIONS).
The laws of England and Wales apply to the CONDITIONS and YOU, WE, the SELLER and the BUYER all submit to the jurisdiction of the Courts of England and Wales.
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 appear in small capitals 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 is regulated by a competent UK regulatory authority 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) Saturday or Sunday or (b) a bank or public holiday in England and Wales.

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 for the AUCTION as it exists at the date of the AUCTION (or, if the catalogue is then different, the date of the CONTRACT) including any ADDENDUM and whether printed or made available electronically.

COMPLETION
Unless the SELLER and the BUYER otherwise agree, the occasion when they have both complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION has been unconditionally received in the SELLER'S conveyancer's client account (or as otherwise required by the terms of the CONTRACT).

Condition
One of the AUCTION CONDUCT CONDITIONS or SALE 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 sold before or after 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 (apart from FINANCIAL CHARGES).

EXTRA GENERAL CONDITIONS
Any CONDITIONS added or varied by the AUCTIONEERS starting at CONDITION G30.

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

General Conditions
The SALE CONDITIONS headed 'GENERAL CONDITIONS OF SALE', including any EXTRA GENERAL CONDITIONS.

INTEREST RATE
If not specified in the SPECIAL CONDITIONS, the higher of 6% and 4% above the base rate from time to time of Barclays Bank plc. The INTEREST RATE will also apply to any judgment debt, unless the statutory rate is higher.

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, a person undertaking a similar role).

PRICE
The PRICE (exclusive of VAT) 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 schedule of TENANCIES (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 seen the CATALOGUE or who attends or bids at or otherwise participates in the AUCTION, whether or not a BUYER.

Auction Conduct Conditions

Words in small capitals have the special meanings defined in the Glossary.
The AUCTION CONDUCT CONDITIONS (as supplemented or varied by CONDITION A6, if applicable) are a compulsory section of the Common AUCTION Conditions. They cannot be disapplied or varied without OUR agreement, even by a CONDITION purporting to replace the Common AUCTION Conditions in their entirety.

A1 Introduction
A1.1 The AUCTION CONDUCT CONDITIONS apply wherever the LOT is located.
A1.2 If YOU make a bid for a LOT or otherwise participate in the AUCTION it is on the basis that YOU accept these AUCTION CONDUCT CONDITIONS. They govern OUR relationship with YOU. 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 or fails to provide identification as required by the AUCTIONEERS.
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.
A2.5 WE may refuse to admit one or more persons to the AUCTION without having to explain why.
A2.6 YOU may not be allowed to bid unless YOU provide such evidence of YOUR identity and other information as WE reasonably require from all bidders.

A3 Bidding and reserve PRICEs
A3.1 All bids are to be made in pounds sterling exclusive of 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.

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, 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 only 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) must be paid in pounds sterling by cheque or by bankers' draft made payable to US (or, at OUR option, the SELLER'S conveyancer) drawn on an APPROVED FINANCIAL INSTITUTION (CONDITION A6 may state if WE accept any other form of payment);
(b) may be declined by US unless drawn on YOUR account, or that of the BUYER, or of another person who (we are satisfied) would not expose US to a breach of money laundering regulations;
(c) is to be held by US (or, at OUR option, the SELLER'S conveyancer); and
(d) 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 stakeholder unless the SALE CONDITIONS require it to be held as agent for the SELLER.

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 Where WE hold the deposit as stakeholder WE 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.

A5.8 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.

A5.9 Where the BUYER is a company YOU warrant that the BUYER is properly constituted and able to buy the LOT.

A6 Extra Auction Conduct Conditions

A6.1 Despite any SPECIAL CONDITION to the contrary the minimum deposit WE accept is £2,000 (or the total PRICE, if less). A SPECIAL CONDITION may, however, require a higher minimum deposit.

General Conditions of Sale

Words in small capitals have the special meanings defined in the Glossary.

The GENERAL CONDITIONS (as WE supplement or change them by any EXTRA GENERAL CONDITIONS or ADDENDUM) are compulsory but may be disapplied or changed in relation to one or more LOTS by SPECIAL CONDITIONS. The template form of SALE MEMORANDUM is not compulsory but is to be varied only if WE agree. The template forms of SPECIAL CONDITIONS and schedules are recommended, but are not compulsory and may be changed by the SELLER of a LOT.

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 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. The SELLER must discharge FINANCIAL CHARGES 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, under 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. The SPECIAL CONDITIONS state whether any chattels are included in the LOT, but if they are:
(a) the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use, and
(b) the SELLER is to leave them at the LOT.

G1.8 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.

G1.9 The BUYER admits that it is not relying on the information contained in the PARTICULARS or on any representations made by or on behalf of the SELLER but the BUYER may rely on the SELLER'S conveyancer's written replies to written 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 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.

G2.3 Interest earned on the deposit belongs to the SELLER unless the SALE CONDITIONS provide otherwise.

G3 Between CONTRACT and COMPLETION

G3.1 From the CONTRACT DATE the SELLER has no obligation to insure the LOT and the BUYER bears all risks of loss or damage unless
(a) the LOT is sold subject to a TENANCY that requires the SELLER to insure the LOT or
(b) the SPECIAL CONDITIONS require the SELLER to insure the LOT.

G3.2 If the SELLER is required to insure the LOT then the SELLER
(a) must produce to the BUYER on request all relevant insurance details;
(b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due;
(c) gives no warranty as to the adequacy of the insurance;
(d) must 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) must, 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 as from the CONTRACT DATE (to the extent not already paid by the BUYER or a tenant or other third party).

G3.3 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.

G3.4 Section 47 of the Law of Property Act 1925 does not apply to the CONTRACT.

G3.5 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 to any of the DOCUMENTS that is made available before the AUCTION or any other matter, except one that occurs after the CONTRACT DATE.

G4.2 The following provisions apply only to any of the following DOCUMENTS that is not made available before the AUCTION:
(a) 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.
(b) If the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE 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.
(c) If title is in the course of registration, title is to consist of:
(i) certified copies of the application for registration of title made to the Land Registry and of the DOCUMENTS accompanying that application;
(ii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
(iii) 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.
(d) 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(1)(b) 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 Money Laundering Regulations and Land Registry Rules.

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 has any liability (other than to the BUYER) 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.

G5.4 Where the SPECIAL CONDITIONS state that the SELLER is to grant a new lease to the BUYER
(a) the CONDITIONS are to be read so that the TRANSFER refers to the new lease, the SELLER to the proposed landlord and the BUYER to the proposed tenant;
(b) the form of new lease is that described by the SPECIAL CONDITIONS; and
(c) the SELLER is to produce, at least five BUSINESS DAYS before the AGREED COMPLETION DATE, the engrossed counterpart lease, which the BUYER is to sign and deliver to the SELLER on COMPLETION.

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,

but no other amounts unless specified in the SPECIAL CONDITIONS.

G6.3 Payment is to be made in pounds sterling and only by
(a) direct TRANSFER from the BUYER's conveyancer to the SELLER'S conveyancer; and
(b) the release of any deposit held by a stakeholder or in such other manner as the SELLER'S conveyancer may agree.

G6.4 Unless the SELLER and the BUYER otherwise agree, COMPLETION cannot take place until both have complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION is unconditionally received in the SELLER'S conveyancer's client account or as otherwise required by the terms of the CONTRACT.

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 or sublet 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 ("licence notice").

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 ("AGA") properly required (procuring a guarantee of that AGA if lawfully required by the landlord).

G9.5 The BUYER must promptly
(a) 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 SELLER has not given licence notice to the BUYER 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 the SELLER has given licence notice. 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 money due from the BUYER at COMPLETION for the period starting on the AGREED COMPLETION DATE and ending on 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 promptly 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 the 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 (or 366 in a leap 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.

G10.5 If a payment due from the BUYER to the SELLER on or after COMPLETION is not paid by the due date, the BUYER is to pay interest to the SELLER at the INTEREST RATE on that payment from the due date up to and including the date of payment.

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 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 Where any TENANCY is an assured shorthold TENANCY, the SELLER and the BUYER are to comply with their respective statutory duties in relation to the protection of tenants' deposits, and to demonstrate in writing to the other (before COMPLETION, so far as practicable) that they have complied.

G13.2 The remainder of 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.

G13.3 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.

G13.4 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 agreements 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:
(a) that payments that the tenant has made on account exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to that excess when it provides the service charge account; or
(b) that attributable service charge expenditure exceeds payments made on account, the BUYER must use all reasonable endeavours to recover the shortfall from the tenant as soon as practicable and promptly pay the amount so recovered to the SELLER;
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 the 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 the 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 CONTRACTs (Rights of Third Parties) Act 1999.

G30 EXTRA GENERAL CONDITIONS

Applicable for all lots where the Common Auction Conditions apply.

G30.1 **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

G30.2 **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.

G30.3 **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.

Next auction

Now taking instructions for our next auction on

Thursday 13th July 2023

Closing date for entries

Tuesday 13th June

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