



**Phillip Arnold**  
**Auctions**

*"Passionate about property since 1979"*

## Auction Catalogue

Lots offered on behalf of Beneficiaries,  
Court of Protection, Executors,  
Representatives,  
Property Companies and  
Private Individuals



**REMOTE BIDDING ONLY**

on **Thursday 11th April 2024** at 12 noon

**Phillip Arnold Auctions**

Tel: 020 8799 3880

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

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



# Comment from the Auctioneer



**Phillip Arnold** FRICS CEM CREM FNAEA  
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Welcome to Phillip Arnold Auctions second auction of 2024. Our auctions will continue to be REMOTE BIDDING ONLY and will be live-streamed on our website on the day with a start time as usual at 12 noon.

The weather may be giving us grey skies but we have some bright lots to give you a Spring boost including 2 ground rent opportunities that are always popular, one in Hendon and one in Woolwich.

We also some prime auction lots requiring refurbishment throughout that include a semi-detached house in N8 offered on behalf of Executors and another 3 bedroom semi in the lovely county of Surrey, offered via the Court of Protection.

Remember that in order to take part in our auctions you will need to be pre-registered. This will mean downloading, completing and signing our Remote Bidding Form that can be found all over our website and sending this back to us with two forms of CERTIFIED ID.

Details on how to take part can be found on our website under the tab AUCTION INFORMATION but, as always, do not hesitate to call or e-mail 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.philliparnoldauctions.co.uk](http://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. 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

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 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.philliparnoldauctions.co.uk](http://www.philliparnoldauctions.co.uk)

# Notice to prospective buyers

1. The Auctioneers will generally offer the lots in the order as shown in the catalogue, although they reserve the right to amend the order of sale.
2. The addendum is an important 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 download 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.



19/19a Ravenshurst Avenue, Hendon, London NW4 4EE

**GUIDE PRICE £20,000\***

**GROUND RENT INVESTMENT**



The property is a mid-terraced dwelling situated in a popular road off the A504 Church Road, within walking distance of the shops and bus routes on Brent Street. Good road links are easily accessible including the A406 North Circular Road, the A1 and The M1 Motorway that also connects to the M25 London Orbital Motorway. The dwelling has been converted into a pair of self-contained flats that we understand consist of two bedroom accommodation. We understand that the ground floor is held on a lease of approximately 73 years unexpired at a ground rent of £100 per annum that increases in September 2029 to £150 and then to £200. We understand that the first floor is held on a lease of approximately 139 years unexpired with a Peppercorn Ground Rent. The property is sold on this basis and we understand that the lessees have not exercised their right to purchase.

#### ACCOMMODATION

Ground floor flat Held on a lease of 123 years from 29th September 1973 with ground rent of £100 rising to £150 then to £200. First Floor Flat Held on a lease of 189 years from 21st January 1974 with Peppercorn Ground Rent.

#### TENURE

Freehold

#### LOCAL AUTHORITY & TAX RATING

London Borough of Barnet  
Council Tax Band C for both flats.

#### VIEWING TIMES

Exterior viewing only. Please be courteous to neighbours.

STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

213 Bedfont Close, Feltham, Middlesex TW14 8LQ

**GUIDE PRICE £160,000\***

**GROUND FLOOR TWO BEDROOM MAISONETTE WITH GARDEN, IN NEED OF SOME UPDATING**



This ground floor maisonette is situated in a popular road off Horsham Road within easy reach of Heathrow London Airport and Hatton Cross Piccadilly Line Station. Good road links are easily accessible including the M4 that connects to Central London and The West. The A30 and the M25 London Orbital Motorway is also within easy reach. The property consists of a ground floor two bedroom maisonette with its own entrance. The dwelling has kitchen, lounge and bathroom, as well as a small addition to the rear. The maisonette has its own private section of garden and double glazed windows. The property is sold with vacant possession and will be of interest to investment buyers and owner occupiers.

#### ACCOMMODATION

Entrance Hall, Bedroom one, Bedroom two, Lounge, Kitchen, Addition, Garden.

#### TENURE

Leasehold. Approximately 35 years unexpired. The sellers are willing to sign and assign a Section 42 Notice for lease extension between exchange and completion at the buyers cost.

#### LOCAL AUTHORITY & TAX RATING

London Borough of Hounslow

Council Tax Band C

EPC to follow

#### VIEWING TIMES

Saturday 23rd March @ 12 – 12.30pm

Thursday 28th March @ 10 – 10.30am

Friday 5th April @ 10 – 10.30am



STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN



Flat 20, 75 Worple Road, Wimbledon, London SW19 4LS

**GUIDE PRICE £310,000\***

**FIRST FLOOR TWO BEDROOM FLAT IDEAL FOR INVESTMENT**



The property is a first floor two bedroom flat situated within half a mile of the centre of Wimbledon with its selection of shops, restaurants, bus connections and station serving underground and overground services. The property has a spacious open plan living room and kitchen as well as bathroom. The flat has a security entryphone system and also benefits from gas fired central heating and double glazing. It is presented in good order throughout. The property is sold with the benefit of vacant possession and will be of interest to investment buyers and owner occupiers.

#### ACCOMMODATION

Entrance Hall, Bedroom One, Bedroom Two, Open Plan Living Room/ Kitchen, Bathroom.

#### TENURE

189 years from 25 January 1993, thus approximately 159 years unexpired.

#### LOCAL AUTHORITY & TAX RATING

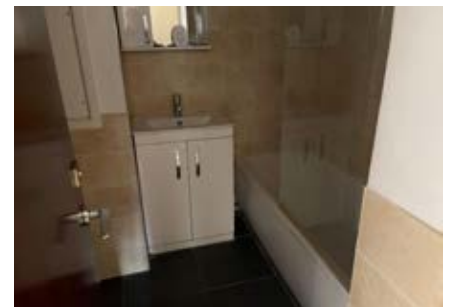
London Borough of Merton

Council Tax Band D

EPC Rating: Band C

#### VIEWING TIMES

By appointment through the Auctioneers



STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

86 Denzil Avenue, Netley Abbey, Southampton, Hampshire SO31 5BA

**GUIDE PRICE £210,000\***

**FOUR BEDROOM DETACHED DWELLING SUBJECT TO LIFE TENANCY**



The property is situated in a popular residential location close to the village of Netley with its local shops and main line railway station and there is easy access into the main centre of Southampton. Good road links are easily accessible, in particular the M3 that connects to the ports and London. We understand the house to be a four bedroom detached dwelling, sitting on a spacious plot that is subject to a life tenancy. We understand that the property has three reception rooms and a car port. The tenant is believed to have no successors in title and is paying a rent of £100 per calendar month (£1200 per annum). The property is sold subject to this life tenancy and therefore is not available with vacant possession.

**ACCOMMODATION**

We understand that the accommodation consists of Porch, Entrance Hall, Lounge, Sitting Room, Dining Room, Kitchen, Utility Room, Cloakroom, First floor Landing, Bedroom One, Bedroom Two, Bedroom Three, Bedroom Four, Bathroom, Gardens. (Please note the Auctioneers have not inspected the property). We are advised that the property is approximately 177 sq m in size.

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

Eastleigh Council  
Council tax Band D  
EPC pending

**VIEWING TIMES**

**THIS PROPERTY IS SUBJECT TO A LIFE TENANCY AND AS SUCH VIEWINGS WILL BE FROM THE EXTERIOR ONLY. PLEASE BE COURTEOUS TO NEIGHBOURS. THIS HOUSE IS NOT AVAILABLE TO PURCHASE TO ANYONE LOOKING TO LIVE IN IT.**

STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN



82 Ederline Avenue, Norbury, London SW16 4SA

**GUIDE PRICE £450,000\***

**END TERRACED HOUSE IN NEED OF UPDATING  
AND MODERNISATION THROUGHOUT**



This end of terraced house is situated within walking distance of Norbury with its shopping facilities and main line station. Streatham with rail services and major shopping facilities is within two miles. The area is well served by local schools and bus routes. Good road links are within easy reach such as the A405 South Circular and the M25 London orbital Motorway. The house has two reception rooms and a covered sideways access. The dwelling is in need of complete updating and modernisation throughout and also offers excellent scope for extension to the rear and loft space, subject to obtaining any necessary consents that may be required. The property has a good sized garden and is sold with vacant possession and will be of interest to investment buyers and owner occupiers.

**ACCOMMODATION**

Porch, Entrance Hall, Living Room, Dining Room, Kitchen, First Floor Landing, Bedroom one, Bedroom Two, Bedroom Three, Bathroom, Gardens.

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

Croydon Council  
Council Tax Band D  
EPC Band E

**VIEWING TIMES**

By appointment through the Auctioneers



STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

29 Briar Crescent, Northolt, Middlesex UB5 4NB

**GUIDE PRICE £425,000\***

**MID TERRACED DWELLING WITH INVESTMENT INCOME**



This mid terraced dwelling is situated in a popular road off the A312 Mandeville Road. Northolt Central Line Train Station is within a short walk. South Harrow can also be reached with little difficulty. Good road links serve the area with easy access onto the A40, that serves Central London and the M40/M25. We understand that the property is presented in good order throughout and is a mid-terraced three bedroom house and is let on an assured shorthold tenancy at £1200 pcm (£14400 per annum). The property is sold with the benefit of this income and will be of interest to investment buyers. This dwelling has not been inspected by the auctioneers.

#### ACCOMMODATION

We understand the house has three bedrooms and two reception rooms. The EPC lists the dwelling as 77 sq m.

#### TENURE

Freehold

#### LOCAL AUTHORITY & TAX RATING

London Borough of Ealing 0208 825 5000

Council Tax Band D

EPC Band D

#### VIEWING TIMES

By appointment through the auctioneers

STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN



Land at r/o 117 Grove Avenue, Hanwell, London W7 3EX

**GUIDE PRICE £150,000\***

**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 sq m

#### 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



62 Sydney Road, Hornsey, London N8 0EX

**GUIDE PRICE £550,000\***

**SEMI DETACHED DWELLING IN NEED OF UPDATING  
AND MODERNISATION THROUGHOUT**



The property is situated in a popular road within a few minutes' walk of Turnpike Lane Underground Station. The area is well served by local bus routes and schools. Further stations are within one mile at Hornsey for main line and Wood Green for underground services. Good road links are easily accessible including the A406 North Circular Road that connects to the major motorway network. The property is a semi-detached dwelling with three bedroom accommodation. The house has retained a number of attractive original style features. However, it is in need of complete updating and modernisation throughout. The property may be suitable for conversion into self-contained flats and also offers scope for further extension subject to obtain any necessary consent that may be required. The house does have gas fired central heating and partial double glazing. This dwelling is sold with full vacant possession and will be of interest to investment buyers and owner occupiers.

#### ACCOMMODATION

Entrance Hall, Two Intercommunicating Reception, Breakfast Room, Kitchen, WC, First Floor Landing, Bedroom One, Bedroom Two, Bedroom Three, Bathroom, Gardens

#### TENURE

Freehold

#### LOCAL AUTHORITY & TAX RATING

London Borough of Haringay

Council Tax Band E

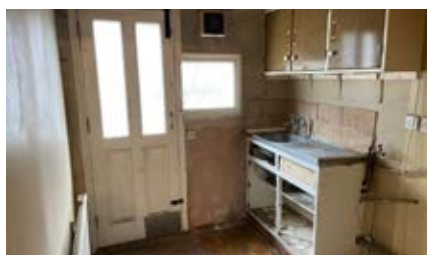
EPC pending

#### VIEWING TIMES

Friday 22nd March @ 12 – 12.30pm

Wednesday 27th March @ 11.30am – 12 noon

Saturday 5th April @ 12 – 12.30pm



STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

## Land Between 39 & 41 The Crescent, Harlington UB3 5NA

**GUIDE PRICE £450,000\***

### **GARAGE AND ADDITIONAL PLOT OF LAND WITH DEVELOPMENT POTENTIAL**



This interesting potential development opportunity is situated on the west side of The Crescent which is just off West End Lane close to the centre of the village of Harlington. Good road links are easily accessible including the A4 and the M4, as well as the M25 London Orbital Motorway. Heathrow London Airport is nearby along with bus routes and recreational facilities. The site consists of two parts with a garage and parking space on one part and a cleared grass area on the other part. The garage site is approximately 70 sq m (0.017 acres) in size and the larger part approximately 256 sq m (0.063 acres) in size. There is potential for development subject to obtaining any necessary consent that may be required. The site is sold with vacant possession and will be of interest to investment buyers and developers.

#### **ACCOMMODATION**

Garage site approximately 70 sq m (0.017 acres) in size. Other Plot approximately 256 sq m (0.063 acres) in size.

#### **TENURE**

Freehold

#### **LOCAL AUTHORITY & TAX RATING**

London Borough of Hillingdon

#### **VIEWING TIMES**

Open site for inspection at any time, please be courteous to neighbours.



**STARTING BID**

**FINAL BID**

**NOTES**

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN



11 Longs Close, Woking, Surrey GU22 8TJ

**GUIDE PRICE £420,000\***

**THREE BEDROOM SEMI DETACHED DWELLING IN  
NEED OF UPDATING THROUGHOUT**



The property is situated in a close off Floyds Lane within close proximity of Woking Town Centre with shopping facilities and main line rail services. Good road links are easily accessible including the M3, A3 and M25 London Orbital Motorway. Heathrow and Gatwick airports are also within easy access. The dwelling is a three bedroom semi-detached house with a good sized garden and off street parking. There is ample space for further extension subject to obtaining any necessary planning consent that may be required. The rear is overgrown and there is space at the side of the dwelling. The house has gas fired central heating but is in need of complete refurbishment throughout. The house is sold with vacant possession and will be of interest to investment buyers and owner occupiers. **PLEASE NOTE THAT THIS LOT IS NOT OPEN TO PRE-AUCTION OFFERS AND WILL NOT BE SOLD PRIOR TO AUCTION UNDER ANY CIRCUMSTANCES. ANY INTENDING PURCHASER MUST REGISTER TO BID IN ORDER TO PURCHASE. WE REMIND ALL PARTIES THAT BIDDING REGISTRATION CLOSES AT 3pm THE DAY BEFORE THE AUCTION.**

#### ACCOMMODATION

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

#### TENURE

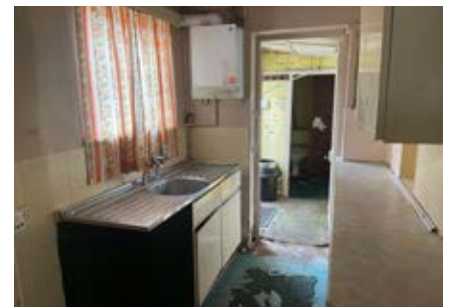
Freehold

#### LOCAL AUTHORITY & TAX RATING

Woking Council  
Council Tax Band D  
EPC pending

#### VIEWING TIMES

Saturday 23rd March @ 12.30pm – 1pm  
Thursday 28th March @ 11 – 11.30am  
Friday 5th April @ 11 – 11.30am



STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN



73 St Marks Road, Enfield, Middlesex EN1 1BJ

**GUIDE PRICE £265,000\***

**GROUND FLOOR UNIT ARRANGED AS SMALL  
OFFICE AND THREE STUDIO FLATS**



This ground floor unit is situated on a secondary parade within a very short walk of Bush Hill Park station. Good road links are easily accessible including the A406 North Circular Road that connects to a number of major routes such as the M1 Motorway. The area is also well served by a number of local bus routes. The unit is a commercial premises and is currently arranged as a small office unit with three studio flats to the rear part that have recently been refurbished. There is an off street parking space to the front and a garden area to the rear. The property in the past had planning permission for change of use to a day care nursery, details of which can be viewed on the local authority planning portal. The property is sold with full vacant possession and will be of interest to investment purchasers.

#### ACCOMMODATION

Office Area, 3 self-contained studio flats. VOA lists the property as 114.95 sq m.

#### TENURE

Leasehold. We understand that the property is held on a 125 year lease with 108 years remaining.

#### LOCAL AUTHORITY & TAX RATING

London Borough of Enfield

Rateable Value £5400

EPC Band C

#### VIEWING TIMES

By appointment through the Auctioneers

#### JOINT AUCTIONEERS

Anthony Webb, 348 Green Lanes, London, N13 5TJ 020 8882 7888



STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

24 Anglesea Avenue, Woolwich, London SE18 6EH

**GUIDE PRICE £15,000\***

**GROUND RENT INVESTMENT**



The property is situated in a prime location to the south of the centre of Woolwich within a short walk of Woolwich Arsenal Station and also Woolwich Station. These stations are served by the DLR and Elizabeth Line Stations. City Airport is within easy reach and there is good road access into London. The property is a dwelling that has been split into 5 self-contained flats, each with a 999 year lease and Peppercorn Ground Rent. We understand each flat pays a service charge of £500 per annum. There may be some scope for further development subject to obtaining any necessary consents that may be required and that existing leases do not conflict.

#### **ACCOMMODATION**

Block of 5 self-contained flats.

#### **TENURE**

Freehold

#### **LOCAL AUTHORITY & TAX RATING**

Greenwich Council

All Flats Council Tax Band B except Flat 5 that is Band C

#### **VIEWING TIMES**

Exterior viewing only. Please be courteous to neighbours.

**STARTING BID**

**FINAL BID**

**NOTES**

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN



115–117 Market Street, Chorley PR7 2SQ

**GUIDE PRICE £450,000\***

**DEVELOPMENT SITE WITH PLANNING GRANTED FOR 25 FLATS**



This development opportunity is situated within the heart of Chorley within a short walk of the main line station. Further rail services are available within two miles at Buckshaw Parkway and Euxton Balshaw Lane Stations. Chorley is surrounded by attractive countryside and is a popular area to live and commute from to Manchester, Preston and Bolton. Good road links are easily accessible including the M61 and M6 Motorways. The site is approximately 1311 sq m (0.32 acres) in size and has been granted planning under reference 19/00145/FULMAJ for the erection of a building comprising 25 flats following demolition of existing garage blocks. We are advised that the planning has been implemented. We are advised that the breakdown of the planning granted allowed for 18 x one bedroom flats and 7 x two bedroom flats. A major benefit to the planning granted is that there is no CIL payment due for the development. The site is sold with vacant possession and the benefit of the existing planning permission. This site will be of interest to developers. Please note that the green area boxed off within the title plan is not included in the sale.

#### ACCOMMODATION

Development site of approximately 1311 sq m (0.32 acres)

#### TENURE

Freehold

#### LOCAL AUTHORITY & TAX RATING

Chorley Borough Council

#### VIEWING TIMES

External viewing as open site. Please be courteous to neighbours.

STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN



LOT  
**14**

122b Percy Road, Shepherds Bush, London W12 9QL

**GUIDE PRICE £275,000\***

**VACANT ONE BEDROOM CONVERSION FLAT IDEAL FOR INVESTMENT**



The property is located just off the Uxbridge Road within easy walking distance of Shepherds Bush with its array of stations, bus connections, shops and London Westfield Shopping Centre. Good road links are easily accessible including the A40 Western Avenue that connects into Central London and The West and also joins the M40 and M25 London Orbital Motorway. The A4 and M4 with access to Heathrow London Airport is also within close proximity. The property is a one bedroom first floor conversion flat forming part of a period terraced building. The flat has gas fired central heating and double glazing. The flat would benefit from some updating and modernisation throughout. It is sold with vacant possession and will be of interest to investment buyers and owner occupiers.

#### ACCOMMODATION

Living Room, Kitchen, Bedroom, Bathroom

#### TENURE

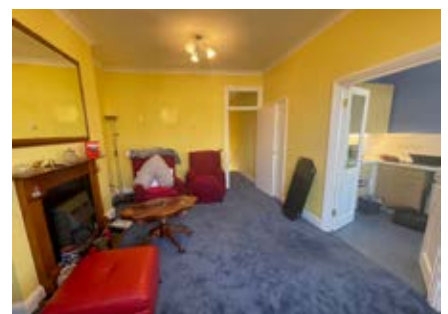
Leasehold. 99 years from 8th November 1993, thus approximately 68 years unexpired

#### LOCAL AUTHORITY & TAX RATING

London Borough of Hammersmith & Fulham Council Tax Band D EPC Band C

#### VIEWING TIMES

By appointment through the Auctioneers



STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

Flats A-D 164 Willesden Lane, Willesden, London NW6 7PQ

**GUIDE PRICE £1,300,000\***

**FOUR SELF CONTAINED FLATS WITH VACANT POSSESSION**



The property is located in a prominent location in Brondesbury Park within walking distance of rail services at Brondesbury Park and Kilburn. Willesden Green is also within easy reach. Good road links are easily accessible including the A406 North Circular Road that connects to major routes such as the A1 and M1. The A5 is also close by and there is easy access into Central London. This lot is made up of four self contained flats located on the lower ground floor and hall floor levels of a detached period style dwelling that is made up of eight flats. We understand Flat A to be a two bedroom flat. Flat B is a shell in need of full refurbishment, We understand Flat C to be a three bedroom flat and Flat D is a two bedroom flat. The Auctioneers have not gained access to all four flats at the time of creating this description and therefore they are subject to change. The flats are all sold with vacant possession and this lot will be of interest to an investment buyer.

#### ACCOMMODATION

FLAT A – Lower ground floor, understood to be a two bedroom flat. EPC lists as 56 sq m

FLAT B – Lower ground floor, in need for complete refurbishment, EPC lists as 64 sq m

FLAT C – Hall floor, understood to be a three bedroom flat. EPC lists as 60 sq m

FLAT D – Hall floor, understood to be a two bedroom flat. EPC lists as 51 sq m

#### TENURE

Leasehold. 125 years from 24th June 1990. Thus approximately 91 years unexpired.

Ground Rent £400 pa.

#### LOCAL AUTHORITY & TAX RATING

London Borough of Brent Council Tax all flats Band D except Flat B that is listed as deleted.

EPC Flat A is Band D, Flat B is Band G, Flat C is Band C and Flat D is Band E

#### VIEWING TIMES

By appointment through the Auctioneers

STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN



59–61 High Road, Wood Green, London N22 6BH

**GUIDE PRICE £2,300,000\***

**DOUBLE FRONTED COMMERCIAL BUILDING WITH UPPERS BENEFITTING FROM PLANNING TO CONVERT INTO SEVEN SELF CONTAINED FLATS**



The property is located within the heart of Wood Green within a short walk of the local Piccadilly Line station. Alexandra Palace station is also within close proximity. The area is well served by bus routes and recreational facilities. Good road links are easily accessible including the A406 North Circular Road, the A10 and the A503. All provide access to other major routes and into central London. The building is a double fronted terraced dwelling that has commercial use to the ground floor and the upper parts have planning granted for seven self-contained flats. The upper parts have been granted planning under reference HGY/2022/3353 for a dormer extension to the rear roof slope and the conversion of the upper floors of the building to six self-contained flats comprising two one-bedroom flats on the first floor, two one-bedroom flats on the second floor and two studio flats on the third/loft floor, including new entrance door on the High Road providing access to all the proposed flats. Further planning was granted under reference HGY/2022/4183 for conversion of the rear part of first floor level area into self-contained flat. We therefore understand the development to be for seven self-contained flats. The building is sold with vacant possession and will be of interest to investment buyers and developers.

**ACCOMMODATION**

EPC lists the building at 571 sm

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

London borough of Harringey Rateable Value £119,000 EPC Band D

**VIEWING TIMES**

By appointment through the auctioneers.

STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN



# 2024 Auction dates

Thursday 11th April 2024

Thursday 30th May 2024

Thursday 18th July 2024

Thursday 19th September 2024

Thursday 31st October 2024

Thursday 12th December 2024



**Phillip Arnold  
Auctions**

*"Passionate about property since 1979"*

Phillip Arnold Auctions

2nd Floor, London Spaces, Saunders House, 52-53 The Mall, Ealing W5 3TA

Tel: 020 8799 3880 [info@philliparnoldauctions.co.uk](mailto:info@philliparnoldauctions.co.uk) [www.philliparnoldauctions.co.uk](http://www.philliparnoldauctions.co.uk)



For all property finance enquiries, please contact Paul Martin.

Tradelend can assist with the acquisition of all property types and the finance for refurbishments and new build investment properties.

[paul.martin@tradelend.com](mailto:paul.martin@tradelend.com)

Mobile: 07816 480 655

# 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

(for proxy bids only)

£ \_\_\_\_\_

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)

## Registration commitment

- I will send via e-mail or by post, my CERTIFIED ID along with a SIGNED copy of this Remote Bidding Form. *(For clarification on CERTIFIED ID please go to the Remote Bidding section on our website [www.philliparnoldauctions.co.uk](http://www.philliparnoldauctions.co.uk))*
- I will provide the initial deposit and buyer's fee totalling £2,600 to Phillip Arnold Auctions' client account. *(The account details will be sent via e-mail once the form and CERTIFIED ID have been checked through).*
- I will ensure that the appropriate documentation and initial deposit is received before 3pm on the day before the auction. *(We cannot guarantee that any bid arriving after that time will be processed in time for the auction).*
- If my bid is successful I will top up the initial deposit to the full 10% of the final sale price by close of business on the day of the auction. *(If you are unsuccessful then the initial deposit and buyer's fee will be returned to you within 48 hours depending on volume of registrations).*

## Declaration

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 the Sales 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 \_\_\_\_\_

Email \_\_\_\_\_

## Buyer's solicitor details

Contact \_\_\_\_\_

Name of firm \_\_\_\_\_

Address \_\_\_\_\_

Postcode \_\_\_\_\_

Tel \_\_\_\_\_

Email \_\_\_\_\_

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

via email to [info@philliparnoldauctions.co.uk](mailto:info@philliparnoldauctions.co.uk) or by post to

**Phillip Arnold Auctions, Saunders House, 52-53 The Mall, Ealing W5 3TA**

To be received 48 hours prior to the auction.

For further information please contact **020 8799 3880** or email [info@philliparnoldauctions.co.uk](mailto:info@philliparnoldauctions.co.uk)

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

Sale price £ \_\_\_\_\_



# Common Auction Conditions

Common Auction Conditions (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:

- the date specified in the SPECIAL CONDITIONS; or
- 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:

- the date of the SALE MEMORANDUM signed by both the SELLER and BUYER; or
- 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 disappplied or varied without OUR agreement, even by a CONDITION purporting to replace the Common Auction Conditions in their entirety.

### A1 Introduction

- The AUCTION CONDUCT CONDITIONS apply wherever the LOT is located.
- 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

- 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.
- OUR decision on the conduct of the AUCTION is final.
- 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.
- 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.
- WE may refuse to admit one or more persons to the AUCTION without having to explain why.
- 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

- All bids are to be made in pounds sterling exclusive of VAT.
- WE may refuse to accept a bid. WE do not have to explain why.
- If there is a dispute over bidding WE are entitled to resolve it, and OUR decision is final.
- 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.
- 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

- 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.  |  |  |  |  |
| <b>A5</b>  | <b>The CONTRACT</b>   |  |  |  |  |
| 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.  |  |  |  |  |
| <b>A6</b>  | <b>Extra Auction Condition</b>  |  |  |  |  |
| 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.  |  |  |  |  |
| <b>General Conditions of Sale</b>  |   |  |  |  |  |
| <b>Words in small capitals have the special meanings defined in the Glossary.</b>  |   |  |  |  |  |
| 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. |   |  |  |  |  |
| <b>G1</b>  | <b>The LOT</b>  |  |  |  |  |
| 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) outgoing 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.   |  |  |  |  |
| <b>G2</b>  | <b>Deposit</b>  |  |  |  |  |
| 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.  |  |  |  |  |
| <b>G3</b>  | <b>Between CONTRACT and COMPLETION</b>  |  |  |  |  |
| 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.  |  |  |  |  |
| <b>G4</b>  | <b>Title and identity</b>   |  |  |  |  |
| 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.   |  |  |  |  |
| <b>G5</b>  | <b>TRANSFER</b>   |  |  |  |  |
| 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.   |  |  |  |  |
| <b>G6</b>  | <b>COMPLETION</b>   |  |  |  |  |
| 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.  | on the date from which interest becomes payable by the BUYER;   | (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.   |
| 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.  | in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the BUYER.   | <b>G13 Rent deposits</b>  |
| 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.   | 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. | 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. |
| 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.   | 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.  | 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.                             |
| G6.6   | Where applicable the CONTRACT remains in force following COMPLETION.  |   | 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.  |
| <b>G7 Notice to complete</b>                   |   | <b>G11 ARREARS</b>  | 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:   |
| 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.   | <i>Part 1 – Current rent</i>  | (a) observe and perform the SELLER's covenants and conditions in the rent deposit deed and indemnify the SELLER in respect of any breach;   |
| G7.2   | The person giving the notice must be READY TO COMPLETE.   | 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.   | (b) give notice of assignment to the tenant; and  |
| G7.3   | If the BUYER fails to comply with a notice to complete the SELLER may, without affecting any other remedy the SELLER has:   | 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.  | (c) give such direct covenant to the tenant as may be required by the rent deposit deed.  |
|  | (a) terminate the CONTRACT;   | G11.3 Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.  | <b>G14 VAT</b>  |
|  | (b) claim the deposit and any interest on it if held by a stakeholder;  | <i>Part 2 – BUYER to pay for ARREARS</i>  | 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.  |
|  | (c) forfeit the deposit and any interest on it;   | G11.4 Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of ARREARS.  | 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.  |
|  | (d) resell the LOT; and   | 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.  | <b>G15 TRANSFER as a going concern</b>  |
|  | (e) claim damages from the BUYER.   | 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.  | G15.1 Where the SPECIAL CONDITIONS so state:  |
| G7.4   | If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has:  | <i>Part 3 – BUYER not to pay for ARREARS</i>  | (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  |
|  | (a) terminate the CONTRACT; and   | G11.7 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS   | (b) this CONDITION G15 applies.   |
|  | (b) recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder.  | (a) so state; or  | G15.2 The SELLER confirms that the SELLER:  |
| <b>G8 If the CONTRACT is brought to an end</b> |   | G11.8 While any ARREARS due to the SELLER remain unpaid the BUYER must:   | (a) is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and  |
|  | If the CONTRACT is lawfully brought to an end:  | (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the TENANCY;  | (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.   |
|  | (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) 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);   | G15.3 The BUYER confirms that   |
|  | (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.  | (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;   | (a) it is registered for VAT, either in the BUYER'S name or as a member of a VAT group;   |
| <b>G9 Landlord's licence</b>                   |   | (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;   | (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;   |
| G9.1   | Where the LOT is or includes leasehold land and licence to assign or sublet is required this CONDITION G9 applies.  | (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   | (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and  |
| G9.2   | The CONTRACT is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.  | (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.  | (d) it is not buying the LOT as a nominee for another person.   |
| 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").  | <b>G12 Management</b>   | G15.4 The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence  |
| G9.4   | The SELLER must   | G12.1 This CONDITION G12 applies where the LOT is sold subject to TENANCIES.  | (a) of the BUYER'S VAT registration;  |
|  | (a) use all reasonable endeavours to obtain the licence at the SELLER'S expense; and  | G12.2 The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.   | (b) that the BUYER has made a VAT OPTION; and   |
|  | (b) enter into any Authorised Guarantee Agreement ("AGA") properly required (procuring a guarantee of that AGA if lawfully required by the landlord).   | 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:   | (c) that the VAT OPTION has been notified in writing to HM Revenue and Customs;   |
| G9.5   | The BUYER must promptly   | (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;   | 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.   |
|  | (a) provide references and other relevant information; and  | (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  | G15.5 The BUYER confirms that after COMPLETION the BUYER intends to   |
|  | (b) comply with the landlord's lawful requirements.   |   | (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   |
| 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. |   | (b) collect the rents payable under the TENANCIES and charge VAT on them.   |
| <b>G10 Interest and apportionments</b>         |   |   | G15.6 If, after COMPLETION, it is found that the sale of the LOT is not a TRANSFER of a going concern then:   |
| 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.   |   | (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;  |
| 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.  |   | (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.  |
| G10.3  | Income and outgoings are to be apportioned at the ACTUAL COMPLETION DATE unless:  |   | <b>G16 Capital allowances</b>   |
|  | (a) the BUYER is liable to pay interest; and  |   | G16.1 This CONDITION G16 applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.  |
|  | (b) the SELLER has given notice to the BUYER at any time up to COMPLETION requiring apportionment   |   | 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  |

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26



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