



**Phillip Arnold**  
**Auctions**

*"Passionate about property since 1979"*

## Auction Catalogue

Properties offered on behalf  
of the Government Legal  
Department, Executors,  
Property Companies,  
Private Individuals and  
Others



**REMOTE BIDDING ONLY**

on **Tuesday 18th June 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  
FNAVA Past President of NAVA  
Auctioneer & Managing Partner  
[phillip@philliparnoldauctions.co.uk](mailto:phillip@philliparnoldauctions.co.uk)



**Julie Gooding** ANAVA  
Director of Operations  
[julie@philliparnoldauctions.co.uk](mailto:julie@philliparnoldauctions.co.uk)

Welcome to Phillip Arnold Auctions third 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.

This catalogue is made up of 16 lots, amazingly 14 of which are probate properties, true auction lots that we are confident will attract a great deal of attention.

Our June highlights are:-

- 2 lots that are ever popular from the Government Legal Department: a 3 bedroom semi-detached property in London, N12 and a property in Southampton arranged as a pair of one bedroom flats, both in need of full refurbishment throughout.
- a selection of West London properties from an investment portfolio, some tenanted with rental income and 2 that require complete updating throughout

In order to take part in our auctions you will need to download, complete and sign our Remote Bidding Form that can be found on our website. Details on how to take part can be found on our website under the tab AUCTION INFORMATION then REMOTE BIDDING, but 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.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.



4 Heather Walk, Aylesbury, Buckinghamshire HP21 8YF

**Guide Price £150,000\***

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



The property is situated within approximately one mile of the centre of Aylesbury with shopping facilities and main line rail services. Further rail services are also available at Aylesbury Vale Parkway and Stoke Mandeville Stations that are within two and a half miles. The area is well served by schools, bus routes and recreational facilities. Good road links are easily accessible including the M40 that connects to the Midlands and London. This also provides a link to the M25 London Orbital Motorway. The M1 is also within easy reach and there is good access to the Airports, particularly Luton and Heathrow. The property is a mid terraced dwelling comprising of three bedrooms and bathroom to the first floor. There is a reception room and kitchen to the ground floor. The house has an enclosed rear garden that is private and looks out onto an open green to the front that is communal. There is a garage in a block at the rear of the dwelling. The property benefits from gas fired central heating and double glazing, although it is in need of a certain amount of updating and modernisation throughout. The property is sold with vacant possession. **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

Hall, Through Lounge, Kitchen, Landing, Bedroom One, Bedroom Two, Bedroom Three, Bathroom, Garden, Garage in Block.

#### TENURE

Freehold

#### LOCAL AUTHORITY & TAX RATING

Aylesbury Vale  
Council Tax Band C  
EPC ordered

#### VIEWING TIMES

Thursday 23rd May @ 11 – 11.30am  
Saturday 1st June @ 11.30 – 12 noon  
Thursday 6th June @ 11 – 11.30am



THESE FLOOR PLANS ARE APPROXIMATE AND NOT TO SCALE. THEY ARE FOR INFORMATION ONLY AND DO NOT REPRESENT THE ACTUAL LAYOUT OF THE PROPERTY. THE ACTUAL LAYOUT OF THE PROPERTY WILL BE DETERMINED BY A SURVEYOR AT THE TIME OF THE AUCTION. THE AUCTIONEER ACCEPTS NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THESE FLOOR PLANS.

STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

3 Marlow Road, Southall, Middlesex UB2 4NS

**Guide Price £260,000\***

## CENTRE TERRACED DWELLING IN NEED OF UPDATING WITH INVESTMENT INCOME



This centre terraced house is situated on the southern end of Southall within walking distance of the main line station serving the Elizabeth Line and within close proximity of Norwood Green. Good road links are easily accessible including the M4 that connects to Central London, the M25 London Orbital Motorway, Heathrow London Airport and the West. The A40 connecting London to the M40 and the Midlands is also within easy reach. The property consists of a three bedroom terraced dwelling with two reception rooms. The house is in need of updating and modernisation throughout although it does benefit from gas fired central heating. The house has a west facing garden to the rear. The property is currently let on an assured shorthold tenancy that we understand the tenants are holding over on a historic agreement at £525 per calendar month. We understand that the last agreement was for a term of three years from 6th June 2013 to the 5th June 2016 inclusive. The house is sold with the benefit of this income. There may be scope for further extension subject to obtaining any necessary consent that may be required. The property will be of interest to investment buyers.

## ACCOMMODATION

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

## TENURE

Freehold

## LOCAL AUTHORITY & TAX RATING

London Borough of Ealing

Council Tax Band: C

EPC rating: D

## VIEWING TIMES

By appointment through the Auctioneers

**JOINT AUCTIONEER**

Daniel Paul, 168 Goldhawk Rd, White City, London W12 8HJ 0208 743 5254



TOTAL FLOOR AREA: 700 sq. ft. (75.0 sq. m.) approx.

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



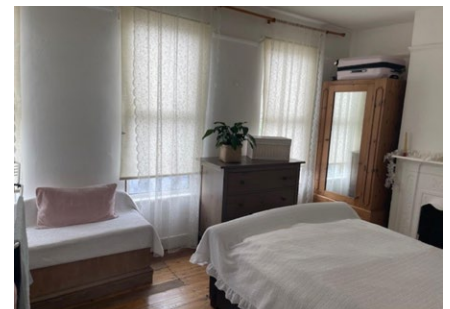
4 Marlow Road, Southall, Middlesex UB2 4NS

**Guide Price £260,000\***

**CENTRE TERRACED DWELLING WITH INVESTMENT INCOME**



This centre terraced house is situated on the southern end of Southall within walking distance of the main line station serving the Elizabeth Line and within close proximity of Norwood Green. Good road links are easily accessible including the M4 that connects to Central London, the M25 London Orbital Motorway, Heathrow London Airport and the West. The A40 connecting London to the M40 and the Midlands is also within easy reach. The property consists of a two bedroom terraced dwelling with two reception rooms. The layout of this dwelling could potentially be reconfigured to three bedrooms. The house benefits from double glazing and gas fired central heating. It is presented in good order throughout and offers potential for extension subject to obtaining any necessary planning consent that may be required. The property is currently let on an assured shorthold tenancy and we understand the tenants are holding over on a historic agreement at £600 per calendar month. To our knowledge the last agreement was for a term of three years from 18th June 2013 to the 17th June 2016 inclusive. The dwelling is sold with the benefit of this income. The property will be of interest to investment buyers.



**ACCOMMODATION**

Entrance Hall, Living Room, Dining Room, Kitchen, Landing, Bedroom One, Bedroom Two, Bathroom, Garden.

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

London Borough of Ealing

Council Tax Band: C

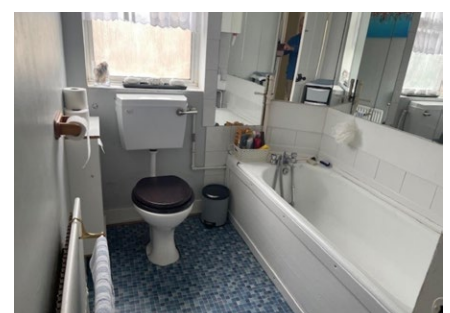
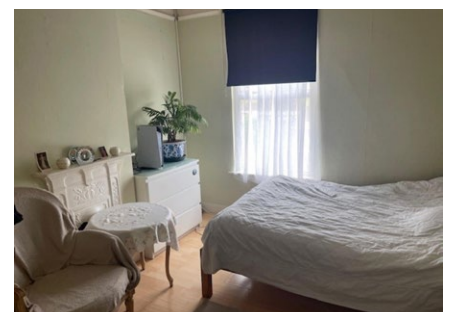
EPC rating: D

**VIEWING TIMES**

By appointment through the Auctioneers

**JOINT AUCTIONEERS**

Daniel Paul, 168 Goldhawk Rd, White City, London W12 8HJ 0208 743 5254



STARTING BID

FINAL BID

NOTES

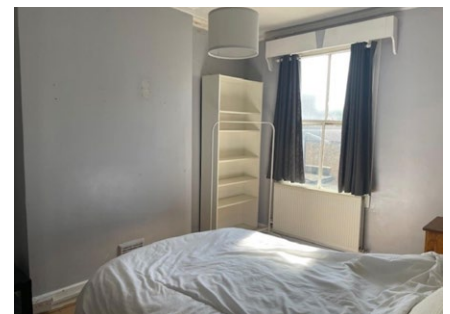
☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN



4 Cumberland Road, Hanwell, London W7 2EA

**Guide Price £599,000\***

**SEMI DETACHED DWELLING ARRANGED AS  
A PAIR OF SELF CONTAINED FLATS**



The property is a semi-detached dwelling located off the Boston Road within easy reach of Hanwell Broadway with its shopping facilities and Elizabeth Line Station. Boston Manor and Northfields stations serving the Piccadilly Line are also within walking distance. Good road links are easily accessible including the A4, M4, A40, M40 and M25 London Orbital Motorway. There is easy access into Ealing, Southall, Brentford and to Heathrow London Airport. The property is arranged as a pair of self-contained flats in reasonable order throughout with partial double glazing and gas fired central heating. The ground floor flat is a one bedroom flat with garden. The upper flat is also a one bedroom flat although it also has a staircase to a loft area. This property is sold with vacant possession and will be of interest to investment purchasers.

**ACCOMMODATION**

Ground Floor Flat: Lounge, Bedroom, Kitchen, Bathroom, Garden. First Floor Flat: Lounge, Bedroom, WC, Kitchen, Bathroom, open loft area.

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

London Borough of Ealing

Council Tax Band:C

EPC rating: D

**VIEWING TIMES**

Saturday 25th May @ 11 – 11.30am

Wednesday 29th May @ 10.30 – 11am

Tuesday 4th June @ 10.30 – 11am

**JOINT AUCTIONEERS**

Daniel Paul, 168 Goldhawk Rd, White City,  
London W12 8HJ, 0208 743 5254



STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN



110 Willow Tree Lane, Hayes, Middlesex UB4 9BL

**Guide Price £315,000\***

**THREE BEDROOM END OF TERRACED HOUSE IN NEED OF UPDATING WITH INVESTMENT INCOME**



The property is located between Yeading Lane and the Hayes By Pass within easy reach of the centre of Hayes with shopping facilities, bus connections and Elizabeth Line rail services. Northolt Central Line is within two miles. Good road links serve the area including the A40 that connects to the M40, Central London and the M25 London Orbital Motorway. The A4, M4 and Heathrow London Airport are also within close proximity. The property is a three bedroom end of terraced house that is part double glazed and has a rear access providing possible garage space, subject to obtaining any necessary consents that may be required. There may be scope to extend the existing dwelling which again would be subject to obtaining any necessary consents. The house is in need of updating and modernisation throughout and has a south facing garden. The property is currently let on an assured shorthold tenancy that we understand the tenants are holding over on a historic agreement at £280 per calendar month (£3360 pa). We understand that the last agreement was for a term of one year from 10th February 2013 to the 9th February 2014 inclusive. The house is sold with the benefit of this income.

**ACCOMMODATION**

Entrance Hall, Front Reception, Rear Reception, Kitchen, Landing, Bedroom One, Bedroom Two, Bedroom Three, Bathroom, Garden.

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

London Borough of Hillingdon

Council Tax Band: D

EPC rating: E

**VIEWING TIMES**

By appointment through the Auctioneers

**JOINT AUCTIONEER**

Daniel Paul, 168 Goldhawk Rd, White City, London W12 8HJ 0208 743 5254



STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

68 Haddon Park, Colchester, Essex CO1 2GX

**Guide Price £75,000\***

**FIRST FLOOR TWO BEDROOM FLAT IN NEED OF UPDATING**



The property forms part of a modern development situated on the eastern outskirts of Colchester's town centre. It is within a third of a mile of Hythe Station with services connecting to London Liverpool Street. The flat is also within two miles of Essex University. Good road links are easily accessible and the area is also within easy reach of London Stansted Airport. The property is a first floor two bedroom flat in need of updating and modernisation throughout. The flat has an allocated parking space and electric heating and is sold with vacant possession. This property 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**

Hall, Lounge, Kitchen, Bedroom One, Bedroom Two, Bathroom, Communal Grounds.

**TENURE**

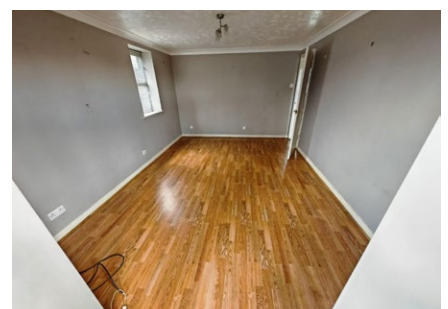
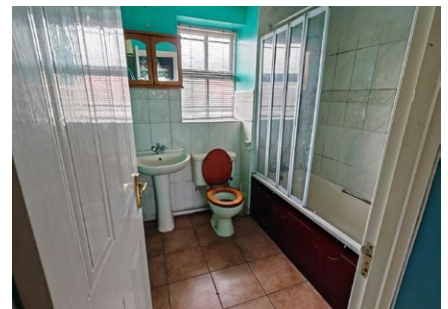
Leasehold approximately 970 years unexpired.

**LOCAL AUTHORITY & TAX RATING**

Colchester Council Tax Band B EPC pending

**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 £145,000\***

**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



6 Windsor Road, Southall, Middlesex UB2 4BT

**Guide Price £260,000\***

**CENTRE TERRACED DWELLING WITH INVESTMENT INCOME**



This centre terraced house is situated on the southern end of Southall within walking distance of the main line station serving the Elizabeth Line and within close proximity of Norwood Green. Good road links are easily accessible including the M4 that connects to Central London, the M25 London Orbital Motorway, Heathrow London Airport and the West. The A40 connecting London to the M40 and the Midlands is also within easy reach. The property consists of a two bedroom terraced dwelling with two reception rooms. The layout of this dwelling could potentially be reconfigured to three bedrooms. The house benefits from double glazing and gas fired central heating. It would benefit from some updating and modernisation throughout and offers potential for extension subject to obtaining any necessary planning consent that may be required. The house has a south facing rear garden. The property is currently let on an assured shorthold tenancy that we understand the tenants are holding over on a historic agreement at £495 per calendar month. We understand that the last agreement was for a term of three years from 30th June 2013 to the 29th June 2016 inclusive. The property will be of interest to investment buyers.

**ACCOMMODATION**

Entrance Hall, Living Room, Dining Room, Shower, Kitchen, First Floor Landing, Bedroom one, Bedroom Two, Bathroom, Garden.

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

London Borough of Ealing

Council Tax Band: C

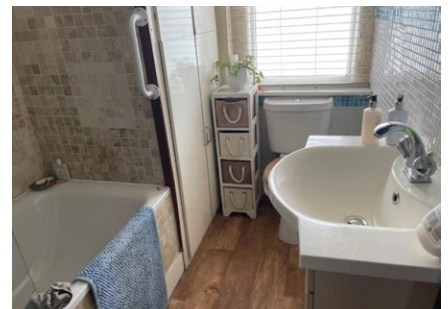
EPC rating: D

**VIEWING TIMES**

By appointment through the Auctioneers

**JOINT AUCTIONEER**

Daniel Paul, 168 Goldhawk Rd, White City,  
London W12 8HJ 0208 743 5254



STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN



4d Jubilee Court, 129 Flyde Road, Preston PR1 2XP

**Guide Price £28,000\***

**GROUND FLOOR STUDIO WITH STUDENT LET INCOME**



This ground floor studio flat forms part of a student accommodation complex off Fylde Road within walking distance of the University of Lancashire. The area is to the North West of the centre of Preston with shopping facilities and main line rail services. We understand the flat has a spacious room and kitchen with a communal kitchen. This apartment can only be rented to a student and we understand is currently achieving £100 per week. The property is sold with this ongoing income and will be of interest to investment buyers.

#### ACCOMMODATION

Studio Room, Bathroom, Communal Kitchen.

#### TENURE

Leasehold. 250 years from 21st September 2016, thus approximately 242 years unexpired.  
Ground Rent £450-£500 pa

#### LOCAL AUTHORITY & TAX RATING

Preston City Council  
Council Tax Band A  
EPC Band C

#### VIEWING TIMES

By appointment through the Auctioneers

STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

53 Brookwood Road, Southampton, Hampshire SO16 9AH

**Guide Price £95,000\***

**SEMI DETACHED DWELLING ARRANGED AS TWO SELF  
CONTAINED FLATS REQUIRING UPDATING**



This semi-detached dwelling is situated close to the A33 Redbridge Road and within close proximity of Redbridge Station. Rail services are also available at Millbrook. The centre of Southampton is within four miles with multiple shopping and travel connections and the port. There is good access onto the M3 that connects to London. The property is in need of complete updating and modernisation throughout and has been arranged as a pair of one bedroom flats. The gardens are completely overgrown, and the house is sold with vacant possession. This property will be of interest to investment buyers and developers. **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 CLOSSES AT 3pm THE DAY BEFORE THE AUCTION.**

**ACCOMMODATION**

Entrance Hall, Bathroom, Reception Room, Bedroom, Conservatory, Kitchen, First Floor Landing, Bathroom, WC, Bedroom, Reception, Kitchen, Gardens.

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

Southampton City Council  
Council Tax Band C  
EPC pending

**VIEWING TIMES**

Friday 24th May @ 11.30 - 12 noon  
Saturday 1st June @ 11 - 11.30am  
Thursday 5th June @ 11.30 - 12 noon

STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN



## Land At Carrs Drive, High Wycombe, Buckinghamshire HP12 4BT

**Guide Price £30,000\***

**VACANT PLOT OF LAND, APPROXIMATELY 248 SM (0.06 ACRES)**



The property is situated within easy reach of the centre of Wycombe with its shopping facilities and main line station. The area is well served by bus routes, schools and recreational facilities. Good road links are easily accessible including the M40 that connects to The Midlands, London and the M25 London Orbital Motorway. The site is predominantly rectangular in shape and can be found at the rear of property on the A4020 Chapel Lane and accessed from Carrs Drive that is a private road to the rear. The site is overgrown and occupies a site area of approximately 248 sm (0.06 acres). Any intending purchaser should make their own enquiries in regard to current and potential usage. The site is sold with vacant possession.

### ACCOMMODATION

Vacant Site approximately 248 sm (0.06 acres)

### TENURE

Freehold

### LOCAL AUTHORITY & TAX RATING

Wycombe District Council

### VIEWING TIMES

Vacant site for external inspection. Please be courteous to neighbours.



STARTING BID

FINAL BID

NOTES

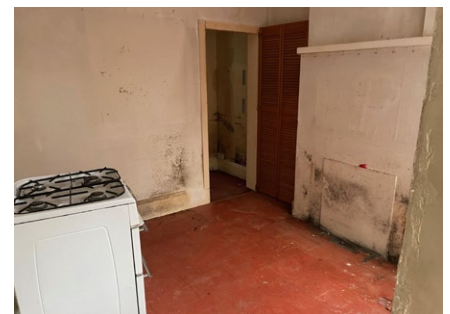
☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN



53 Dormers Wells Lane, Southall, Middlesex UB1 3HX

**Guide Price £390,000\***

**SEMI-DETACHED HOUSE ARRANGED AS TWO FLATS  
AND IN NEED OF UPDATING THROUGHOUT**



The property is a semi-detached dwelling located off the Uxbridge Road within easy reach of Southall with its shopping facilities and Elizabeth Line Station. Good road links are easily accessible including the A4, M4, A40, M40 and M25 London Orbital Motorway. Heathrow London Airport is also within easy reach. Greenford Broadway with its shopping facilities and bus connections is within two miles. The property does have double glazing and is in need of complete updating and modernisation throughout. The property is arranged as a pair of one bedroom flats and is sold with vacant possession. This lot which is being sold with vacant possession will be of interest to investment buyers.

**ACCOMMODATION**

Communal Hallway, Bedroom, Kitchen, Bathroom, Living Room. First Floor Landing, Bedroom, Lounge, Kitchen, Bathroom. Yard to rear.

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

London Borough of Ealing

Council Tax Band: B

EPC rating: G

**VIEWING TIMES**

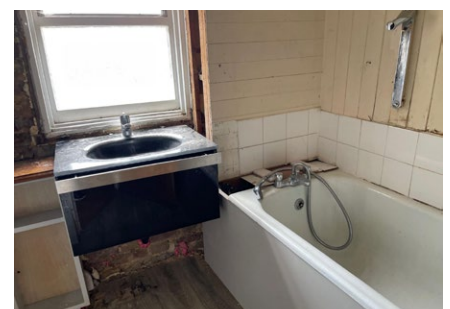
Saturday 25th May @ 12 - 12.30pm

Wednesday 29th May @ 11.30 - 12 noon

Tuesday 4th June @ 11.30 - 12 noon

**JOINT AUCTIONEER**

Daniel Paul, 168 Goldhawk Rd, White City,  
London W12 8HJ, 0208 743 5254



STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN



28 Courthouse Road, North Finchley, London N12 7PJ

**Guide Price £350,000\***

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



This semi-detached dwelling is situated in a popular tree lined road within easy reach of shops and bus connections on Ballards Lane and Totteridge. Good road links are easily accessible including the A406 North Circular Road that connects to a number of major routes. The A1 and M1 are also within easy reach. West Finchley station is within a short walk. The house is a spacious semi-detached dwelling comprising of three bedrooms and two reception rooms. It is in need of complete updating and modernisation throughout. There may be scope for further extension, subject to obtaining any necessary consents that may be required. There is a dilapidated garage that is approached via a shared driveway. This lot is sold with full vacant possession and will be of interest to investment buyers, owner occupiers and developers.

**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 CLOSSES AT 3pm THE DAY BEFORE THE AUCTION.**

**ACCOMMODATION**

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

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

London Borough of Barnet  
Council Tax Band E  
EPC pending

**VIEWING TIMES**

By appointment through the Auctioneers

STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN



22 Marlow Road, Southall, Middlesex UB2 4NS

**Guide Price £260,000\***

**MID TERRACED DWELLING REQUIRING UPDATING  
WITH INVESTMENT INCOME**



This centre terraced house is situated on the southern end of Southall within walking distance of the main line station serving the Elizabeth Line and within close proximity of Norwood Green. Good road links are easily accessible including the M4 that connects to Central London, the M25 London Orbital Motorway, Heathrow London Airport and the West. The A40 connecting London to the M40 and the Midlands is also within easy reach. The property consists of a three bedroom terraced dwelling with two reception rooms. The house requires updating and modernisation and offers potential for extension subject to obtaining any necessary planning consent that may be required. The property is currently let on an assured shorthold tenancy and we understand the tenants are holding over on a historic agreement at £650 per calendar month. To our knowledge the last agreement was for a term of one year from 1st January 2016 to the 31st December 2017 inclusive. The dwelling is sold with the benefit of this income. The property will be of interest to investment buyers.

**ACCOMMODATION**

Entrance Hall, Living Room, Dining Room, Kitchen, Bedroom One, Bedroom Two, Bedroom Three, Bathroom, Garden.

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

London Borough of Ealing

Council Tax Band: C

EPC rating: D

**VIEWING TIMES**

By appointment through the Auctioneers

**JOINT AUCTIONEER**

Daniel Paul, 168 Goldhawk Rd, White City, London W12 8HJ 0208 743 5254



STARTING BID	FINAL BID	NOTES	<input type="checkbox"/> SOLD	<input type="checkbox"/> UNSOLD	<input type="checkbox"/> SOLD PRIOR	<input type="checkbox"/> WITHDRAWN
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# Land At Clayton Drive, Guildford, Surrey GU2 9TZ

**Guide Price £1\***

## VACANT PLOT OF LAND



The property occupies a corner triangular plot off Rydes Hill Road. Good road links serve the area including the A323 Aldershot Road and there is easy access onto the A3 and M25 London Orbital Motorway. The area is well served by bus connections and there is easy access into Guildford Town Centre with shopping facilities and main line rail services. The site is triangular in shape and was in the past used as an allotment. The site is approximately 178 sm in size and is sold with vacant possession.

### ACCOMMODATION

Site area approximately 178 sm

### TENURE

Freehold

### LOCAL AUTHORITY & TAX RATING

Guildford Borough Council

### VIEWING TIMES

External viewing only. Please be courteous to neighbours.



STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN



26 Marlow Road, Southall, Middlesex UB2 4NS

**Guide Price £310,000\***

**MID TERRACED DWELLING ARRANGED AS TWO SELF CONTAINED FLATS**



This centre terraced house is situated on the southern end of Southall within walking distance of the main line station serving the Elizabeth Line and within close proximity of Norwood Green. Good road links are easily accessible including the M4 that connects to Central London, the M25 London Orbital Motorway, Heathrow London Airport and the West. The A40 connecting London to the M40 and the Midlands is also within easy reach. This property is converted into 2 x 1 bedroom flats with the ground floor having a rear garden. The properties are in need of updating and modernisation throughout. The properties are currently let on assured shorthold tenancies and we understand the tenants are holding over on a historic agreements. The ground floor is let at £750 per calendar month. To our knowledge the last agreement was for a term of 12 months from 30th November 2018 to the 29th November 2019 inclusive. The first floor is also let on the same terms at £750 per calendar month. Thus the overall income is £18,000 per annum. The dwelling is sold with the benefit of this income. The property will be of interest to investment buyers.

#### ACCOMMODATION

Both units contain One Bedroom, Bathroom, Open Plan Kitchen/Lounge.

#### TENURE

Freehold

#### LOCAL AUTHORITY & TAX RATING

London Borough of Ealing Council Tax Band: B EPC rating: D for both flats

#### VIEWING TIMES

By appointment through the Auctioneers

#### JOINT AUCTIONEER

Daniel Paul, 168 Goldhawk Rd, White City, London W12 8HJ 0208 743 5254



STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN



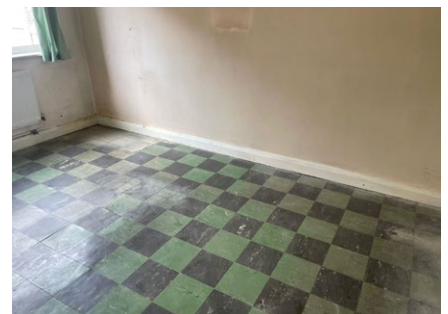
LOT  
17

By Order of the Executors

17 Bromfield Lane, Mold, Flintshire CH7 1JL

**Guide Price £95,000\***

## THREE BEDROOM DETACHED BUNGALOW IN NEED OF UPDATING



The property is situated in the historic market town of Mold in the county of Flintshire. Rail services are available within three miles at Buckley Station, four miles at Penyffordd Station and five miles at Hawarden Station. Mold has a wide range of shopping facilities for most daily needs and is situated close to the A55 / A494 road networks enabling ease of access towards Chester, Wrexham, Merseyside and beyond. The property is a three bedroom detached bungalow that has an open plan kitchen/diner and also benefits from a garage. The dwelling has gardens and also benefits from gas fired central heating and double glazing. However, it is in need of complete updating and modernisation throughout. There may be scope for extension subject to obtaining any necessary consents that may be required. The property 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 CLOSSES AT 3pm THE DAY BEFORE THE AUCTION.**

### ACCOMMODATION

Hall, Bedroom One, Bedroom Two, Bedroom Three, Bathroom, Kitchen/Living Room, Garage, Gardens.

### TENURE

Freehold

### LOCAL AUTHORITY & TAX RATING

Flintshire Council Tax Band C EPC pending

### VIEWING TIMES

Saturday 1st June @ 11 - 11.30am

Wednesday 5th June @ 11 - 11.30am



STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

LOT  
**18**

3 Alexandra Road, Southport PR9 0NB

**Guide Price £450,000\***

**SEMI DETACHED DWELLING SPLIT INTO BEDSITS PRODUCING INCOME AND WITH FURTHER PLANNING FOR DEVELOPMENT**



This interesting semi-detached dwelling is situated in a popular road off Gordon Street within easy reach of the town centre and Southport Main Line Station. Further rail services are available within two miles at Meols Cop and Birkdale Stations. Southport Boulevard is also within close proximity. The property sits on a site of approximately 737 sm (0.18 acres) and is arranged as ten bedsits. We understand that this provides an income of £47,000 per annum. In addition, there is a further area of land to the side of this property that has been granted planning permission under reference DC/2023/00407 for an erection of a three storey block of three self-contained flats after demolition of the existing garages. Details of this planning will be within the legal pack. We understand that the main dwelling is presented in good order. This lot will be of interest to investment buyers and developers.

**ACCOMMODATION**

Main dwelling arranged as 10 bedsits. The EPC lists the dwelling as 310 sm. Garages to side with planning to demolish and build a block of three flats.

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

Sefton 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



29a Devonshire Road, Forest Hill, London SE23 3EN

**Guide Price £180,000\***

**BASEMENT FLAT IN NEED OF COMPLETE UPDATING THROUGHOUT**



The property is located within a short walk of Forest Hill with local shops and main line rail services. Good road links are easily accessible including the A405 South Circular Road. There is easy access into Central London and to the M25 London Orbital Motorway that also offers access to the airports at Heathrow and Gatwick. This is a basement flat that has loosely been divided as a pair of studio flats and is in need of complete updating and modernisation throughout. It is sold with vacant possession and will be of interest to investment buyers.

#### ACCOMMODATION

This property has not been inspected by the Auctioneers. The EPC lists the flat as 71 sm. We are advised that it has been loosely arranged as a pair of studios.

#### TENURE

Lease 125 years from 25th March 1989, thus approximately 90 years unexpired. Ground Rent £80 rising to £240

#### LOCAL AUTHORITY & TAX RATING

London Borough of Lewisham Council  
Tax Lists as 2 x Studios, Both band A  
EPC Band D

#### VIEWING TIMES

By appointment through the Auctioneers

STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN

29b Devonshire Road, Forest Hill, London SE23 3EN

**Guide Price £175,000\***

**RAISED GROUND FLOOR FLAT IN NEED OF  
UPDATING WITH INVESTMENT INCOME**



The property is located within a short walk of Forest Hill with local shops and main line rail services. Good road links are easily accessible including the A405 South Circular Road. There is easy access into Central London and to the M25 London Orbital Motorway that also offers access to the airports at Heathrow and Gatwick. This is an upper ground floor flat that has loosely been divided as a pair of studio flats and is in need of updating and modernisation throughout. We understand that the flat is tenanted and details of the tenancy will be within the legal pack. It is sold with the benefit of the investment income and will be of interest to investment buyers.

**ACCOMMODATION**

We believe the flat has been loosely arranged as a pair of studio flats. This lot has not been inspected by the Auctioneers. The EPC lists the flat as 54 sm.

**TENURE**

Lease 125 years from 25th March 1989, thus approximately 90 years unexpired. Ground Rent £80 rising to £240

**LOCAL AUTHORITY & TAX RATING**

London Borough of Lewisham Council

Tax Band B

EPC Band D

**VIEWING TIMES**

By appointment through the Auctioneers

STARTING BID	FINAL BID	NOTES	<input type="checkbox"/> SOLD	<input type="checkbox"/> UNSOLD	<input type="checkbox"/> SOLD PRIOR	<input type="checkbox"/> WITHDRAWN
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4 Walmer Grove, Birmingham, West Midlands B23 7SS

**Guide Price £90,000\***

**THREE BEDROOM LINKED TERRACED DWELLING IN NEED OF UPDATING**



The property is situated in a close within walking distance of local shops and bus routes. The area is well served by local schools and open spaces. Good road links are easily accessible, in particular the M6 and M42 Motorways. Birmingham City Centre is within six miles with major transport links. More local rail stations are within one and a half miles at Erdington, Witten and Graveley Hill. The property is a linked terraced house offering three bedroom and two reception room accommodation. The house does benefit from gas fired central heating and double glazing although it is in need of updating and modernisation throughout. The kitchen is quite dated along with other internal fittings. There is a good sized garden to the rear and the property does offer scope for further extension subject to obtaining any necessary consent that may be required. This lot 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 AND ANY INTENDING BIDDER WILL NEED TO REGISTER TO BID AT THE AUCTION.



#### ACCOMMODATION

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

#### TENURE

Freehold

#### LOCAL AUTHORITY & TAX RATING

Birmingham Council  
Council Tax Band B  
EPC Band E

#### 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 £1,200,000\***

**FOUR SELF CONTAINED FLATS WITHIN PERIOD DWELLING**



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 on the basis that Flats A and D are vacant. Flats B and C are subject to possession orders and our client advised us on 30th May 2024 that the writs had been approved and were awaiting seals. Therefore, flats B and C may or may not be vacant on completion. This dwelling will be of interest to an investment buyer.

#### ACCOMMODATION

**FLAT A** Lower ground floor, understood to be a two bedroom flat. EPC lists as 56m<sup>2</sup>

**FLAT B** Lower ground floor, in need of complete refurbishment, EPC lists as 64m<sup>2</sup>

**FLAT C** Hall floor, understood to be a three bedroom flat. EPC lists as 60m<sup>2</sup>

**FLAT D** Hall floor, understood to be a two bedroom flat. EPC lists as 51m<sup>2</sup>

#### TENURE

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

Thursday 6th June 11:30am

Tuesday 11th June 11:30 am

STARTING BID

FINAL BID

NOTES

☐ SOLD ☐ UNSOLD ☐ SOLD PRIOR ☐ WITHDRAWN



# 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.		
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	<b>Rent deposits</b>
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.	G13.1	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.
G6.6	Where applicable the CONTRACT remains in force following COMPLETION.			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.
<b>G7</b>	<b>Notice to complete</b>			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.
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.	<b>G11</b>	<b>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:
G7.2	The person giving the notice must be READY TO COMPLETE.	<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;
G7.3	If the BUYER fails to comply with a notice to complete the SELLER may, without affecting any other remedy the SELLER has:	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
	(a) terminate the CONTRACT;	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.
	(b) claim the deposit and any interest on it if held by a stakeholder;	G11.3	Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.	<b>G14</b>	<b>VAT</b>
	(c) forfeit the deposit and any interest on it;	<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.
	(d) resell the LOT; and	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.
	(e) claim damages from the BUYER.	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</b>	<b>TRANSFER as a going concern</b>
G7.4	If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has:	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:
	(a) terminate the CONTRACT; and	<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
	(b) recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder.	G11.7	Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS (a) so state; or (b) give no details of any ARREARS.	G15.2	This 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.
<b>G8</b>	<b>If the CONTRACT is brought to an end</b>	G11.8	While any ARREARS due to the SELLER remain unpaid the BUYER must:	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.
	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;	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.
	(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);	G15.5	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.
	(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;	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.
<b>G9</b>	<b>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>G16</b>	<b>Capital allowances</b>
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	G16.1	This CONDITION G16 applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.
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.	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.
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").	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.	G16.3	The value to be attributed to those items on which
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).	<b>G12</b>	<b>Management</b>		
G9.5	The BUYER must promptly (a) provide references and other relevant information; and (b) comply with the landlord's lawful requirements.	G12.1	This CONDITION G12 applies where the LOT is sold subject to TENANCIES.		
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.	G12.2	The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.		
<b>G10</b>	<b>Interest and apportionments</b>	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		
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				





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**Thursday 22nd August 2024**



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