Phillip Arnold Auctions

"Passionate about property since 1979"

Auction Catalogue

Lots offered on behalf of Executors, Property Companies, Private Individuals and Others.



REMOTE BIDDING ONLY

on **Thursday 3rd December 2026** at 12 noon

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

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Comment from the Auctioneer

Phillip Arnold Auctions
"Passionate about property since 1979"



Phillip Arnold FRICS CEM CREM FNAEA
FNAVA Past President of NAVA
Auctioneer & Managing Partner
phillip@phillipparnoldauctions.co.uk



Julie Gooding ANAVA
Director of Operations
julie@phillipparnoldauctions.co.uk

Welcome to Phillip Arnold Auctions sixth and final auction of 2026. Our auctions are REMOTE BIDDING ONLY and will be live-streamed on our website on the day with a start time as usual at 12 noon.

The festive season is almost upon us, and we are sneaking in one final sale to tempt you before you start spending on all of those gifts. This catalogue is packed with prime auction lots in need of complete refurbishment that will appeal to investors and owner occupiers.

Our December offer includes a two bedroom detached property in Flintshire, an area that is proving to be very popular at our auctions, a couple of London flats in good locations and a detached corner sited property in Ealing, all in need of full renovation 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 all over our website and next to all of the property details and ensure that you provide us with CERTIFIED ID.

Details on how to take part can be found on our website under the tab AUCTION INFORMATION but, as always, do not hesitate to e-mail us if you need any assistance.

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

IMPORTANT NOTES

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

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

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

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

1. Buyer's Premium of £750 plus VAT
2. Other fees as listed within the Special Conditions of Sale that form part of the legal pack which is made available to you prior to auction. You will be expected to sign this document as well as the Sales Memorandum at the time of purchase.
3. Stamp Duty – rates easily available on-line
4. Your solicitor fees and any survey fees
5. Insurance – it is your responsibility from the **date of exchange** to insure the property purchased.

Money laundering regulations

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

LIST A

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

LIST B

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

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

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

Proxy, telephone and internet bidding

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

Once we have received your signed remote bidding form and 2 forms of CERTIFIED ID, you will then be sent details of our client account for payment of the initial deposit and buyer's fee totalling £2,900 per property. Without this initial deposit you will not be able to bid on the day even if you have completed a form and sent in your certified ID.

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

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

Notice to prospective buyers

Phillip Arnold Auctions
"Passionate about property since 1979"

1. The Auctioneers will generally offer the lots in the order as shown in the catalogue, although they reserve the right to amend the order of sale.

2. The addendum is an important part of the auction sale and provides details of amendments to the catalogue and Conditions of Sale. Prospective buyers should ensure that they listen to the pre-auction announcements for any addendums as this will form part of the sales contract. Prospective buyers should ensure that they have a copy of the catalogue and listen to the pre-auction announcements prior to bidding and are deemed to have carried this out whether they have done so or not.

3. Phillip Arnold Auctions will always endeavour to inform prospective purchasers of variations to the catalogue, when such changes are brought to their attention. The Auctioneers nor their clients can be held responsible for any losses, damages or abortive costs incurred in respect of lots that are withdrawn or sold prior to auction.

4. Prospective buyers bid on the basis that they have checked the General Conditions of Sale, that are detailed at the back of the catalogue, and the Special Conditions of Sale relating to each individual lot. If there is a conflict between them, the Special Conditions of Sale shall prevail. Details are contained within the legal packs for each lot that are available for downloaded free of charge from the website.

5. Prospective buyers bid on the basis that they are deemed to have inspected all lots, have made all necessary enquiries and have checked the legal documentation. Buyers are deemed to be satisfied that they fully understand their content. The Auctioneers strongly suggest that buyers take legal and professional advice prior to bidding on any lot. The Auctioneers will make every possible endeavour to provide access to all lots prior to the sale although this cannot be guaranteed. The Auctioneers will attempt to answer any queries prior to the auction day. The Auctioneer will not be able to answer any questions whilst the auction is proceeding.

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

7. *Reserve Price*: The Seller's minimum acceptable price at auction and the figure below which the Auctioneer cannot sell. The Reserve Price is not disclosed and remains confidential between the Seller and the Auctioneer. Both the Guide Price and the Reserve Price can be subject to change up to and including the day of the auction.

8. On the day of sale it is the bidder's duty to attract the Auctioneer's attention and prospective buyers are therefore advised to bid clearly without delay. Bids may be refused at the Auctioneers discretion and the Auctioneers reserve the right to bid on behalf of the vendor up to the reserve. At the fall of the hammer the successful bidder will be under a binding contract to purchase the property in accordance with the general and special conditions of sale, together with addendum and contents of this notice. The buyer will have already supplied their name and address, solicitors details, identification and deposit and have given permission via the Remote Bidding Form for the Auctioneers to sign the Sales Memorandum on their behalf. If for any reason the buyer fails to submit their deposit on the day then the Auctioneer is legally entitled to offer the lot to the under bidder and claim any resultant loss against the original buyer. Completion of the sale and payment of the balance of the purchase money is 28 days after the exchange of contracts unless the conditions of sale provide otherwise.

9. A deposit amount of 10% of the selling price (plus VAT where applicable) is required for each lot subject to a minimum of £3,000 unless otherwise stated by the Auctioneer. Payment is made by bank transfer using the client account details supplied at the time of registration. Please note we will not accept cash under any circumstances.

10. A successful purchaser will also be required to pay a Buyer's Administration charge of £750 plus VAT, paid in advance when registering.

11. Unless otherwise stated all property is sold subject to a reserve price whether declared or not.

12. Please note that purchasers will not be entitled to keys or access to vacant properties until completion of the sale. If access is required it may be arranged through the relevant Auctioneers with the express permission of the vendor. The buyer will be responsible for insuring the lot that they purchase from exchange of contracts unless the Special Conditions of Sale state otherwise.

13. No representation or warranty is made in respect of the structure of any properties or in relation to their state of repair. The Auctioneers advise that all prospective buyers should arrange for a survey of the particular lot by a professionally qualified person.

14. Unless otherwise provided in the Special Conditions of Sale, all lots are sold exclusive of VAT.

15. If bidding by telephone or internet, the Auctioneers accept no liability for poor signal or connection, or being unable to reach the prospective buyer at the time required.

LOT **1**

By Order of the Executors

2a Lon Goed, Holway, Holywell, Flintshire CH8 7PG

Guide Price £55,000*

TWO BEDROOM SEMI DETACHED HOUSE IN NEED OF COMPLETE UPDATING THROUGHOUT













The property is situated in Holywell, close to the sought after village of Carmel. Rail services are available within five miles at Flint. The property is located on the outskirts of Holywell within easy access of the A55 North Wales Expressway that connects to Chester and Liverpool. The area is surrounded by breathtaking countryside. This property is a two bedroom semi detached house with an ensuite to the main bedroom. There is a reception room and kitchen/diner to the ground floor. The house has its own drive with parking for more than one vehicle. The plot is spacious to the side and measures approximately 0.05 acres in total. This dwelling benefits from gas fired central heating and double glazing throughout although it is in need of updating and modernisation throughout. There may be scope for further extension subject to obtaining any necessary consents 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 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

Reception, Kitchen/Diner, First Floor Landing, Bedroom One, Ensuite, Bedroom Two, Bathroom, Gardens

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

Flintshire
Council ax Band B
EPC rating: C

VIEWING TIMES

Tuesday 17th November @ 10.30 – 11am
Saturday 21st November @ 10.30 – 11am
Wednesday 25th November @ 10.30 – 11am
OPEN SESSIONS – NO NEED TO CALL TO BOOK IN



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

*important: see notes on page 2

LOT **2**

By order of the Executors

52 Sandringham Road, Petersfield, Hampshire GU32 2AA

Guide Price £100,000*

FIRST FLOOR TWO BEDROOM FLAT IN NEED OF UPDATING THROUGHOUT.













The property is situated within half a mile of the local town centre and main line station. Further rail services are within three miles at Liss. Good road links are easily accessible including the A3 that connects to the ports on the south coast, London and the M25 London orbital Motorway. This in turn provides excellent access to other major routes and the London Airports. The area is well served by bus routes, schools and recreational facilities. The property is a first floor two bedroom flat with reception, kitchen and bathroom. The flat has a security entryphone system. The windows are double glazed and there is partial secondary glazing at the rear of the flat. The dwelling is in need of updating and modernisation throughout and benefits from electric heating. The communal gardens and parking area are very well maintained. The flat is sold with vacant possession and will be of interest to investment buyers and owner occupiers. PLEASE NOTE THAT THIS LOT IS NOT OPEN TO PRE-AUCTION OFFERS AND WILL NOT BE SOLD PRIOR TO AUCTION UNDER ANY CIRCUMSTANCES. ANY INTENDING PURCHASER MUST REGISTER TO BID IN ORDER TO PURCHASE. WE REMIND ALL PARTIES THAT BIDDING REGISTRATION CLOSES AT 3pm THE DAY BEFORE THE AUCTION.

ACCOMMODATION

Hall, Kitchen, Bathroom, Bedroom one, Bedroom Two, Reception Room, Communal Gardens.

TENURE

Leasehold. 125 years from 25th March 1988, thus approximately 87 years unexpired.

LOCAL AUTHORITY & TAX RATING

East Hampshire
Council Tax Band C
EPC Band E

VIEWING TIMES

Wednesday 18th November @ 11 – 11.30am
Saturday 21st November @ 11 – 11.30am
Thursday 26th November @ 11 – 11.30am
OPEN SESSIONS – NO NEED TO CALL TO BOOK IN



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

LOT
3

By order of the Executors

Flat 6 Sovereign House, Sterling Close, Rainham RM13 9NG

Guide Price £75,000*

ONE BEDROOM FLAT IN NEED OF UPDATING THROUGHOUT









The property is situated near to the town centre and within half a mile of Rainham main line station. Further rail services are available within two miles at Dagenham East and Elm Park stations. Good road links are easily accessible including access onto the M25 London Orbital Motorway that connects to a number of major routes. There is also very good access into London and the City. The area is well served by bus routes, schools and recreational facilities. The property is a second floor one bedroom flat with reception, kitchen and bathroom. The flat has electric heating and is in need of updating and modernisation throughout. The communal grounds are generally well maintained. This flat is sold with vacant possession and will be of interest to investment buyers and owner occupiers. PLEASE NOTE THAT THIS LOT IS NOT OPEN TO PRE-AUCTION OFFERS AND WILL NOT BE SOLD PRIOR TO AUCTION UNDER ANY CIRCUMSTANCES. ANY INTENDING PURCHASER MUST REGISTER TO BID IN ORDER TO PURCHASE. WE REMIND ALL PARTIES THAT BIDDING REGISTRATION CLOSES AT 3pm THE DAY BEFORE THE AUCTION.

ACCOMMODATION
Reception Room, Kitchen, Bedroom, Bathroom

TENURE
Leasehold. 99 years from 24th September 1988, thus approximately 61 years unexpired.

LOCAL AUTHORITY & TAX RATING
Havering
Council Tax Band B
EPC pending

VIEWING TIMES
By appointment through the Auctioneers

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

LOT
4

Parking Space 14, Block D, 27 Green Walk, London SE1 4TQ

Guide Price £5,000

VIRTUAL FREEHOLD PARKING SPACE WITHIN BUSY PART OF LONDON



This vacant parking space is held on an extremely long lease and is situated in a prime location off the A100 Tower Bridge Road and close to the A201 Old Kent Road. This is a busy part of the capital just to the north of London Bridge station and within easy access of Southwark and Borough with its famous market. The parking space would provide an excellent investment opportunity for creating income or for a regular user. The space is sold vacant and we understand is underground. The Auctioneers have not inspected the site and any intending purchaser should make their own enquiries.

ACCOMMODATION
Parking space.

TENURE
Leasehold. 999 years from 25th December 2000, thus approximately 973 years unexpired.

LOCAL AUTHORITY & TAX RATING
Southwark

VIEWING TIMES
Open site. Please be courteous to neighbours.

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

LOT
5

Flat 8, 47–49 Elm Grove Road, Southsea, Portsmouth PO5 1JF

Guide Price £70,000

THIRD FLOOR ONE BEDROOM FLAT CLOSE TO AMENITIES WITH INVESTMENT INCOME



The property is centrally located close to shops and Portsmouth Town Centre. There are a choice of railway stations within one mile at Portsmouth & Southsea, Fratton and Portsmouth Harbour Stations. Good road links are easily accessible including the A3, M3 and the coastal motorways. The area has a great deal of historical interest and is well served by schools, bus routes and recreational facilities. The property is a one bedroom flat with reception room that is currently let and producing an income of £600 pcm (£7200 per annum). It forms part of an attractive four storey brick building. The property is sold with the benefit of this income and will be of interest to investment purchasers.

ACCOMMODATION
Bedroom, Reception Room, Kitchen, Bathroom. EPC lists as 44 sm.

TENURE
Leasehold. 125 years from 1985, thus approximately 84 years unexpired. Ground rent £150 pa.

LOCAL AUTHORITY & TAX RATING
Portsmouth Council
Council Tax Band A
EPC Band D

VIEWING TIMES
By appointment through the Auctioneers

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

LOT
6

Flat 4, 204 London Road, Portsmouth PO2 9JE

£80,000*

FIRST FLOOR ONE BEDROOM CONVERSION FLAT WITH INVESTMENT INCOME





The property is situated to the East of Portsmouth centre approximately one and a half miles from Portsmouth and Southsea Station and within similar distance of Cosham Station and Hilsea. Good road links are easily accessible including the A3, M3 and the coastal motorways. The area has a great deal of historical interest and is well served by schools, bus routes and recreational facilities. The flat offers one bedroom accommodation and is on the first floor of this attractive mid terraced bay fronted period dwelling. This flat is currently let at £700 pcm (£8400 per annum) and is being sold with the benefit of that income. This lot will therefore be of interest to investment buyers.

ACCOMMODATION
Hall, Bathroom, Open Plan Living Room/Kitchen, Bedroom.

TENURE
Leasehold. 99 years from 29th September 1987, thus approximately 60 years unexpired.

TENURE
Portsmouth Council
Council Tax Band A
EPC Band E

VIEWING TIMES
By appointment through the Auctioneers

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

LOT **7**

By Order of the Executors

86 Meeting House Lane, London SE15 2TX

Guide Price: £85,000*

GROUND FLOOR ONE BEDROOM FLAT IN NEED OF UPDATING



This ground floor one bedroom flat is located within easy reach of Peckham Rye and Queens Road Peckham Stations. The area is well served by bus routes and good road links with excellent access to Central London and The City. The flat is in need of updating and modernisation throughout and is sold with vacant possession. This lot will be of interest to investment buyers and owner occupiers.

ACCOMMODATION

We understand that the accommodation consists of Bedroom, Reception, Kitchen and Bathroom.

TENURE

Leasehold - 99 years from 25 December 1988

LOCAL AUTHORITY & TAX RATING

London Borough of Southwark
Council Tax Band B
EPC Band D

VIEWING TIMES

By appointment through the Auctioneers

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

LOT
8

2–6 Eton Place, Marlow, Bucks SL7 2QA

Guide Price £15,000*

FREEHOLD GROUND RENT INVESTMENT IN POPULAR LOCATION





This well maintained and presented block is situated less than a mile from the centre of Marlow with its main line station. Further rail services are available with three miles at Bourne End and Cookham Stations. Good road links are easily accessible including the M40 that connects to Central London and The Midlands. There is also easy access onto the M4 that also serves London, Bristol and South Wales. The area is surrounded by attractive countryside and is well served by bus routes, schools and recreational facilities. The block consists of six self-contained flats that have all been sold off on long leases. Most have been extended bar Flat 2 that is held on a short lease. The block produces a ground income of £530 per annum. There are four parking spaces to the front of which three are allocated within leases and one is not. The block offers scope for rooftop development, subject to obtaining any necessary consents that may be required. This lot will be of interest to investment buyers.

ACCOMMODATION

Flat 1 – 125 years from and including 25.12.2017. Ground Rent £250 pa. 116 years remaining. Flat 2 – 99 years from 25.12.1982. Ground Rent £30 pa. 55 years remaining. Flat 3 – 125 years from and including 25.12.2017. Ground Rent £250 pa. 116 years remaining. Flat 4 – 150 years from and including 25.03.2023. Ground Rent Peppercorn. 147 years remaining. Flat 5 – 150 years from and including 25.03.2023. Ground Rent Peppercorn. 147 years remaining. Flat 6 – 150 years from and including 25.03.2023. Ground Rent Peppercorn. 147 years remaining.

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

Buckinghamshire County Council
Council Tax – All Flats Band B except Flat 6 that is Band C.

VIEWING TIMES

External Viewing Only. Please be courteous to neighbours.

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

LOT
9

23 Knightswood Close, Edgware, Middlesex HA8 8FR

Guide Price £330,000*

THREE-BEDROOM TERRACED HOUSE IDEAL FOR INVESTMENT













This mid terraced house is situated approximately one mile from the centre of Edgware with its Broadfields Shopping Precinct and Station serving the Northern Line. There is also a bus terminal serving the surrounding locations. Mill Hill Broadway for main line services is with one and a half miles. Good road links are easily accessible including the M1 and A1 as well as the A406 North Circular Road and the A41, all of which can be reached with little difficulty. The dwelling is a mid terraced house comprising three-bedroom accommodation with a good-sized reception room. The house does benefit from gas fired central heating and double glazing although it would benefit from some updating throughout. This house is being sold with vacant possession and will be of interest to investment buyers and owner occupiers. PLEASE NOTE: We understand that the property is of non-traditional timber frame construction.

ACCOMMODATION

Hall, Reception Room, Kitchen, Cloakroom, Landing, Bedroom One, Bedroom Two, Bedroom Three, Bathroom, Garden.

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

London Borough of Barnet
Council Tax Band C
EPC Band C

VIEWING TIMES

By appointment through the Auctioneers

JOINT AUCTIONEERS

Haymills 292 Preston Road Harrow. HA3 0QA 0208 904 8822

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

LOT **10**

By order of the Executors

61 Station Road, Arksey, Doncaster, South Yorkshire DN5 0TH

Guide Price £95,000*

THREE-BEDROOM DETACHED DWELLING IN NEED OF UPDATING THROUGHOUT













The property is located in the suburb of Arksey which is a rural location within two miles of Bentley, Kirk Sandall and Adwick stations. The City of Doncaster is also within easy reach. The area is served by bus routes and schools. Good road links are easily accessible including the A1 that connects London to the North East. The property is a three-bedroom detached dwelling sitting on a reasonable sized plot with a detached garage on site as well as off street parking. The house benefits from double glazed and gas fired central heating although is in need of updating and modernisation throughout. The dwelling is sold with vacant possession and will be of interest to investment buyers and owner occupiers. PLEASE NOTE THAT THIS LOT IS NOT OPEN TO PRE-AUCTION OFFERS AND WILL NOT BE SOLD PRIOR TO AUCTION UNDER ANY CIRCUMSTANCES. ANY INTENDING PURCHASER MUST REGISTER TO BID IN ORDER TO PURCHASE. WE REMIND ALL PARTIES THAT BIDDING REGISTRATION CLOSES AT 3pm THE DAY BEFORE THE AUCTION.

ACCOMMODATION

Entrance Hall, Living Room, Dining Area, Kitchen, Landing, Bedroom One, Bedroom Two, Bedroom three, Bathroom, Gardens, Garage.

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

Doncaster Council
Council Tax Band C
EPC rating: C

VIEWING TIMES

By appointment through the Auctioneers



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

LOT **11**

By Order of the Executors

Flat 8 Upton Court, The Downs, London SW20 8JB

Guide Price £125,000*

SPACIOUS TOP FLOOR ONE BEDROOM FLAT REQUIRING COMPLETE UPDATING AND MODERNISATION











The property is situated in a popular location within easy reach of the centre of Wimbledon with its overground and underground station, as well as an array of shops. Rail services at Raynes Park are within less than a mile and good road links are easily accessible including the A405 South Circular road and the A3 that also connects to the M25 London Orbital Motorway. The area is also well served by bus routes, schools and recreational facilities. There is good access to the major airports, particularly London Heathrow and excellent access into the neighbouring towns such as Kingston. The property is a second-floor purpose built flat with lift access and security entry phone system. The flat offers spacious one bedroom accommodation with reception, kitchen and bathroom. This dwelling is in need of complete updating and modernisation throughout. It does have old fashioned night storage heating although it does benefit from double glazing. This lot is sold with vacant possession and will be of interest to investment buyers and owner occupiers. PLEASE NOTE THAT THIS LOT IS NOT OPEN TO PRE-AUCTION OFFERS AND WILL NOT BE SOLD PRIOR TO AUCTION UNDER ANY CIRCUMSTANCES. ANY INTENDING PURCHASER MUST REGISTER TO BID IN ORDER TO PURCHASE. WE REMIND ALL PARTIES THAT BIDDING REGISTRATION CLOSES AT 3pm THE DAY BEFORE THE AUCTION.

ACCOMMODATION

Communal Areas, Hall, Bedroom, Lounge, Kitchen, Bathroom.

TENURE

Leasehold – 99 years from 24th June 1970, thus approximately 42 years unexpired.

LOCAL AUTHORITY & TAX RATING

London Borough of Merton
Council Tax Band D
EPC rating: D

VIEWING TIMES

Tuesday 17th November @ 9.30 – 10am
Friday 20th November @ 9.30 – 10am
Wednesday 25th November @ 9.30 – 10am
OPEN SESSIONS – NO NEED TO CALL TO BOOK IN

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

LOT **12**

By Order of the Executors

37 Mattock Lane, Ealing, London W13 9NS

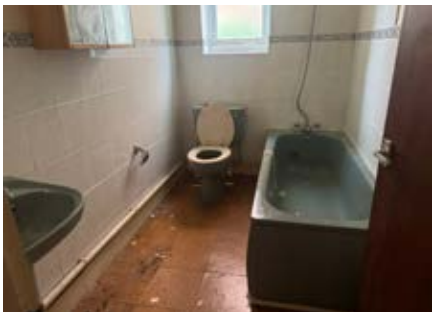
Guide Price £550,000*

DETACHED CORNER SITED PERIOD DWELLING IN NEED OF COMPLETE UPDATING THROUGHOUT













This detached corner sited period property occupies a corner plot on the corner of Culmington Road within a short walk of West Ealing with its shops and Elizabeth Line Station. Ealing Broadway with its multiple shopping facilities and station serving the Central, District and Elizabeth Lines is within less than a mile. There is also easy access to South Ealing and Northfields for Piccadilly line services. The area is well served by bus routes, schools and recreational facilities. Good road links are easily accessible including the M4, M40 and M25 London Orbital Motorway. Heathrow London Airport is also within a few miles. The house offers two-bedroom accommodation with a further box room off the main bedroom and ample living space with three reception rooms. There is a car port to the rear and the house, that offers a great deal of character with period features, is in need of complete updating and modernisation throughout. The dwelling is sold with vacant possession and will be for interest to builders, investment buyers and owner occupiers. PLEASE NOTE THAT WE HAVE BEEN ADVISED THAT THERE ARE SOME STRUCTURAL ISSUES WITH THIS DWELLING.

ACCOMMODATION

Hall, Bathroom, Kitchen, WC, Dining Room, Reception Room One, Reception Room Two, Landing, Bedroom One, Box Room, Bedroom Two.

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

London Borough of Ealing
Council Tax Band E
EPC Band E

VIEWING TIMES

Monday 16th November @ 2.30 – 3pm
Saturday 21st November @ 2.30 – 3pm
Monday 23rd November @ 2.30 – 3pm
OPEN SESSIONS – NO NEED TO CALL TO BOOK IN



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

*important: see notes on page 2

LOT
13

Flat 22 Embassy Court, Bramble Road, Portsmouth PO4 0DS

Guide Price £100,000*

TWO-BEDROOM FLAT IN CENTRAL LOCATION WITH INVESTMENT INCOME









The property is centrally located close to shops and Portsmouth Town Centre. There is a choice of railway stations within one to one and a half miles at Portsmouth & Southsea, Fratton and Portsmouth Harbour Stations. Good road links are easily accessible including the A3, M3 and the coastal motorways. The area has a great deal of historical interest and is well served by schools, bus routes and recreational facilities. The property is on an upper floor of a corner sited block not far from the sea front. The accommodation includes two bedrooms and the flat benefits from double glazing and also has a small balcony with attractive views. The block includes a lift access and the flat appears to have parking to the rear. The property is currently let at £880 pcm (£10560 per annum) and this lot is sold with the benefit of that income. The property will be of interest to investment buyers.

ACCOMMODATION
Hall, Bedroom One, Bedroom Two, Reception Room, Kitchen, Balcony, Parking.

TENURE
Leasehold

LOCAL AUTHORITY & TAX RATING
Portsmouth 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

LOT
14

60 Norwood Road, Southall, Middlesex UB2 4DP

Guide Price £475,000*

SEMI DETACHED HOUSE ARRANGED AS A PAIR OF FLATS IN NEED OF REFURBISHMENT THROUGHOUT







The property is situated to the south of the main centre of Southall with its shopping facilities and main line station serving the Elizabeth Line. Good road links are easily accessible including the A4 and M4 that connect to Central London, Heathrow London Airport and The West. There is also easy access onto the A40/M40 and the M25 London Orbital Motorway. The area is well served by numerous bus routes, schools and recreational facilities. The dwelling is a semi-detached unit that is presented as a pair of one-bedroom flats. They are not self-contained although they have separate services and are registered as two dwellings for council tax purposes. Each flat has gas fired central heating and there is a south facing garden to the rear. The property was granted a certificate of lawfulness under reference 32675 for use as two non-self-contained flats (Established Use Certificate) on 2nd September 1992. The roof has been made into a usable loft space that has two rooms. We would suggest that there is scope for a formal loft conversion, subject to obtaining any necessary consents that may be required. This unit is in need of updating and modernisation throughout and will be of interest to investment buyers and builders. The dwelling is sold with vacant possession.





ACCOMMODATION

Number 60 – Entrance Hall, Front Reception, Bedroom, Kitchen/Breakfast, Lobby, Bathroom, Garden. Number 60a – Accessed through Entrance Hall, Landing, Kitchen, Bathroom, Bedroom, Reception Room, Loft Space Utilised as Two Usable Spaces.

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

London Borough of Ealing
Council Tax Band B for each Flat.
EPC Band D for Number 60 and Band E for Number 60a.

VIEWING TIMES

By appointment through the Auctioneers





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

LOT
15

32 Sonia Gardens, Hounslow, Middlesex TW5 0LZ

Guide Price £525,000*

SPACIOUS VACANT END OF TERRACE TOWN HOUSE, PREVIOUSLY USED AS AN HMO







This spacious end of terrace unit is situated in a cul de sac off Church Road just to the north of the A4 Great West Road. There is easy access into the centre of Hounslow and adjoining locations such as Heston and Southall. Hounslow Central, Hounslow West and Osterley Stations, all serving the Piccadilly Line are within less than a mile. Good road links are nearby including the M4 Motorway that connects to Central London and The West. There is also good access onto the M40 and the M25 London Orbital Motorway. Heathrow London Airport is a few miles to the south. The area is well served by bus routes, schools and recreational facilities. The property was previously used as an HMO and has been set up with eight rooms, four en suites, and one common shower room. We understand that the HMO license has now expired. However, the property retains its HMO ready configuration. The unit is presented in good order throughout and benefits from gas fired central heating and double glazing. The unit is sold with the benefit of vacant possession and will be of interest to investment buyers.



ACCOMMODATION

Entrance, Unit 1, Unit 2, Communal Kitchen/Diner, First Floor Landing, Shower Room, Unit 3, Unit 4, Unit 5, Unit 6, Second Floor Landing, Unit 6, Unit 7, Unit 8.



TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

London Borough of Hounslow
Council Tax Band E
EPC Band C

VIEWING TIMES

Tuesday 17th November @ 11 - 11.30am
Saturday 21st November @ 11 - 11.30am
Wednesday 25th November @ 11 - 11.30am
OPEN SESSIONS - NO NEED TO CALL TO BOOK IN





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

LOT **16**

By Order of the Executors

Meadowsweet, Forest Green, Dorking, Surrey RH5 5RZ

Guide Price £425,000*

DETACHED BUNGALOW ON 0.38 ACRE SITE, DEVELOPMENT POTENTIAL













The property is located in a semi-rural location within easy reach of the centre of Dorking in the village of Forest Green. Good road links are easily accessible including the A24 that connects to Box Hill, Guildford and Leatherhead. The M25 London Orbital Motorway providing access to the major airports at Heathrow and Gatwick along with many other major routes is also within easy reach. The area is well served by bus routes, schools and recreational facilities. The area is surrounded by attractive countryside and is regarded as a popular location to reside. Rail services are available Ockley Station within three miles and Holmwood Station within four miles. The property is a dilapidated detached bungalow offering three-bedroom accommodation backing onto open farmland. The dwelling is set back from the road and occupies a plot of approximately 0.38 acres. The property offers ample private parking and includes two reception rooms. This dwelling does show signs of structural issues and in our opinion offers excellent scope for redevelopment, subject to obtaining any necessary consent that may be required. The lot is sold with vacant possession and will be of interest to investment buyers, developers and self-builders.

ACCOMMODATION

Hall, Kitchen, Reception room One, Reception Room Two, Bathroom, Bedroom One, Bedroom Two, Bedroom Three, Gardens

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

Mole Valley
Council Tax Band F
EPC Band E

VIEWING TIMES

External viewing only



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

LOT **17**

By Order of the Executors

22 Queensbury Drive, Flint, Flintshire CH6 5HD

Guide Price £75,000*

THREE BEDROOM SEMI DETACHED DWELLING IN NEED OF COMPLETE UPDATING THROUGHOUT













The property is located to the west of the main town of Flint with its shopping facilities and main line station. Flint is located to the north of the town of Mold in North Wales and is within easy reach of Liverpool and other major towns. The property is a three-bedroom semi-detached dwelling that benefits from gas fired central heating and double glazing throughout. The house has two reception rooms, garage approached via a shared driveway and a good-sized garden. The property is in need of updating and modernisation throughout, although there may be scope for further extension subject to obtaining any necessary consents that may be required. This lot is sold with vacant possession and will be of interest to investment buyers and owner occupiers.

ACCOMMODATION

Reception Room, Dining Room, Kitchen, Landing, Bedroom One, Bedroom Two, Bedroom three, Bathroom, Gardens, Garage.

TENURE

Freehold

LOCAL AUTHORITY & TAX RATING

Flintshire
Council Tax Band C
EPC pending

VIEWING TIMES

Tuesday 17th November @ 11.30 – 12
Saturday 21st November @ 11.30 – 12
Wednesday 25th November @ 11.30 – 12
OPEN SESSIONS – NO NEED TO CALL TO BOOK IN



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

*important: see notes on page 2

LOT
18

By Order of the Executors

2 The Curve, 27–31 St Marys Road, Ealing W5 5PR

Guide Price £395,000*

FIRST FLOOR TWO-BEDROOM FLAT, CLOSE TO TOWN CENTRE













This first floor flat forms part of a development located at the junction of Warwick Road within walking distance of Ealing Broadway and South Ealing. The former has main shopping facilities and a station serving Elizabeth, Central and District Lines, whilst the latter serves the Piccadilly Line. The area is well served by bus routes and local parks. Good road links are easily accessible including the M4 connecting to Central London, Heathrow and The West. The A40 and M25 London orbital motorway are also close at hand. The flat has two bedrooms, the master having an ensuite. There is a very spacious lounge/kitchen with a feature curve. The flat is double glazed and has electric heating. There is a security entry phone system and parking to the rear. The flat is sold with vacant possession and will be of interest to owner occupiers and investment purchasers,

ACCOMMODATION

Entrance Hall, Bedroom One, Ensuite, Bedroom two, Spacious Open Plan Kitchen/Reception.

TENURE

Leasehold. 150 years from 31st March 2004, thus approximately 127 years unexpired.

LOCAL AUTHORITY & TAX RATING

London Borough of Ealing
Council Tax Band F
EPC Band C

VIEWING TIMES

Monday 16th November @ 3.30 – 4pm
Saturday 21st November @ 3.30 – 4pm
Monday 23rd November @ 3.30 – 4pm
OPEN SESSIONS – NO NEED TO CALL TO BOOK IN

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

*important: see notes on page 2

Auction Dates 2026/2027

Auction Date	Closing Date for Entries
Thursday 25th February 2027	Wednesday 27th January
Thursday 15th April 2027	Wednesday 17th March
Thursday 24th June 2027	Tuesday 25th May
Thursday 16th September 2027	Thursday 19th August
Thursday 28th October 2027	Wednesday 29th September
Thursday 2rd December 2027	Wednesday 10th November

Auction Venue

Remote bidding only

Phillip Arnold Auctions
"Passionate about property since 1979"

Phillip Arnold Auctions
Aurora House, 71–75 Uxbridge Road, Ealing W5 5SL
Tel: 020 8799 3880 info@phillipamoldauctions.co.uk www.phillipamoldauctions.co.uk

Remote Bidding Form

for proxy, telephone or internet bidding

Phillip Arnold Auctions
"Passionate about property since 1979"

Please complete in BLOCK CAPITALS

Your bid

Please select your method of bidding:

Proxy ☐ Telephone ☐ Internet ☐

Date of auction: Lot number:

Lot address:

Maximum bid price
(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.phillipparnoldauctions.co.uk)***
- I will provide the initial deposit and buyer's fee totalling £2,900 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

This section MUST be completed

Full name, address, telephone number and e-mail of the buyer. This is the person, firm or company who is intended to be the owner of the property and is the name that will appear on the Sales Memorandum.

Once the hammer falls these details cannot be changed. Any adjustments post exchange will need to dealt with via the solicitors and may incur a charge.

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@phillipparnoldauctions.co.uk** or by post to
Phillip Arnold Auctions, Aurora House, 71–75 Uxbridge Road, Ealing W5 5SL
To be received 48 hours prior to the auction.
For further information please contact **020 8799 3880** or email **info@phillipparnoldauctions.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:
a) the date specified in the SPECIAL CONDITIONS; or
b) if no date is specified, 20 BUSINESS DAYS after the CONTRACT DATE;
but if that date is not a BUSINESS DAY the first subsequent BUSINESS DAY.

Approved Financial Institution
Any bank or building society that is regulated by a competent UK regulatory authority or is otherwise acceptable to the AUCTIONEERS.

ARREARS
ARREARS of rent and other sums due under the TENANCIES and still outstanding on the ACTUAL COMPLETION DATE.

ARREARS Schedule
The ARREARS schedule (if any) forming part of the SPECIAL CONDITIONS.

AUCTION
The AUCTION advertised in the CATALOGUE.

AUCTION CONDUCT CONDITIONS
The conditions so headed, including any extra AUCTION CONDUCT CONDITIONS.

AUCTIONEERS
The AUCTIONEERS at the AUCTION.

BUSINESS DAY
Any day except (a) Saturday or Sunday or (b) a bank or public holiday in England and Wales.

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

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

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

Condition
One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

CONTRACT
The CONTRACT by which the SELLER agrees to sell and the BUYER agrees to buy the LOT.

CONTRACT DATE
The date of the AUCTION or, if the LOT is sold before or after the AUCTION:
a) the date of the SALE MEMORANDUM signed by both the SELLER and BUYER; or
b) if CONTRACTs are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

DOCUMENTS
DOCUMENTS of title including, if title is registered, the entries on the register and the title plan and other DOCUMENTS listed or referred to in the SPECIAL CONDITIONS relating to the LOT (apart from FINANCIAL CHARGES).

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

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

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

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

LOT
Each separate property described in the CATALOGUE or (as the case may be) the property that the SELLER has agreed to sell and the BUYER to buy (including chattels, if any).

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

PARTICULARS
The section of the CATALOGUE that contains descriptions of each LOT (as varied by any ADDENDUM).

PRACTITIONER
An insolvency PRACTITIONER for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, a person undertaking a similar role).

PRICE
The PRICE (exclusive of VAT) that the BUYER agrees to pay for the LOT.

Ready To Complete
Ready, willing and able to complete: if COMPLETION would enable the SELLER to discharge all FINANCIAL CHARGES secured on the LOT that have to be discharged by COMPLETION, then those outstanding financial charges do not prevent the SELLER from being READY TO COMPLETE.

SALE CONDITIONS
The GENERAL CONDITIONS as varied by any SPECIAL CONDITIONS or ADDENDUM.

SALE MEMORANDUM
The form so headed (whether or not set out in the CATALOGUE) in which the terms of the CONTRACT for the sale of the LOT are recorded.

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

SPECIAL CONDITIONS
Those of the SALE CONDITIONS so headed that relate to the LOT.

TENANCIES
TENANCIES, leases, licences to occupy and agreements for lease and any DOCUMENTS varying or supplemental to them.

TENANCY SCHEDULE
The schedule of TENANCIES (if any) forming part of the SPECIAL CONDITIONS.

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

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

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

VAT OPTION
An option to tax.

WE (and US and OUR)
The AUCTIONEERS.

YOU (and YOUR)
Someone who has seen the CATALOGUE or who attends or bids at or otherwise participates in the AUCTION, whether or not a BUYER.

Auction Conduct Conditions

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

A1 Introduction
A1.1 The AUCTION CONDUCT CONDITIONS apply wherever the LOT is located.
A1.2 If YOU make a bid for a LOT or otherwise participate in the AUCTION it is on the basis that YOU accept these AUCTION CONDUCT CONDITIONS. They govern OUR relationship with YOU. They can be varied only if WE agree.

A2 OUR role
A2.1 As agents for each SELLER we have authority to
(a) prepare the CATALOGUE from information supplied by or on behalf of each SELLER;
(b) offer each LOT for sale;
(c) sell each LOT;
(d) receive and hold deposits;
(e) sign each SALE MEMORANDUM; and
(f) treat a CONTRACT as repudiated if the BUYER fails to sign a SALE MEMORANDUM or pay a deposit as required by these AUCTION CONDUCT CONDITIONS or fails to provide identification as required by the AUCTIONEERS.
A2.2 OUR decision on the conduct of the AUCTION is final.
A2.3 WE may cancel the AUCTION, or alter the order in which LOTS are offered for sale. WE may also combine or divide LOTS. A LOT may be sold or withdrawn from sale prior to the AUCTION.
A2.4 YOU acknowledge that to the extent permitted by law WE owe YOU no duty of care and YOU have no claim against US for any loss.
A2.5 WE may refuse to admit one or more persons to the AUCTION without having to explain why.
A2.6 YOU may not be allowed to bid unless YOU provide such evidence of YOUR identity and other information as WE reasonably require from all bidders.

A3 Bidding and reserve PRICEs
A3.1 All bids are to be made in pounds sterling exclusive of VAT.
A3.2 WE may refuse to accept a bid. WE do not have to explain why.
A3.3 If there is a dispute over bidding WE are entitled to resolve it, and OUR decision is final.
A3.4 Unless stated otherwise each LOT is subject to a reserve PRICE (which may be fixed just before the LOT is offered for sale). If no bid equals or exceeds that reserve PRICE the LOT will be withdrawn from the AUCTION.
A3.5 Where there is a reserve PRICE the SELLER may bid (or ask US or another agent to bid on the SELLER's behalf) up to the reserve PRICE but may not make a bid equal to or exceeding the reserve PRICE. YOU accept that it is possible that all bids up to the reserve PRICE are bids made by or on behalf of the SELLER.

A4 The PARTICULARS and other information
A4.1 WE have taken reasonable care to prepare PARTICULARS that correctly describe each LOT. The

PARTICULARS are based on information supplied by or on behalf of the SELLER. YOU need to check that the information in the PARTICULARS is correct.

A4.2 If the SPECIAL CONDITIONS do not contain a description of the LOT, or simply refer to the relevant LOT number, you take the risk that the description contained in the PARTICULARS is incomplete or inaccurate, as the PARTICULARS have not been prepared by a conveyancer and are not intended to form part of a legal CONTRACT.

A4.3 The PARTICULARS and the SALE CONDITIONS may change prior to the AUCTION and it is YOUR responsibility to check that YOU have the correct versions.

A4.4 If WE provide information, or a copy of a DOCUMENT, WE do so only on the basis that WE are not responsible for the accuracy of that information or DOCUMENT.

A5 The CONTRACT

A5.1 A successful bid is one WE accept as such (normally on the fall of the hammer). This CONDITION A5 applies to YOU only if YOU make the successful bid for a LOT.

A5.2 YOU are obliged to buy the LOT on the terms of the SALE MEMORANDUM at the PRICE YOU bid (plus VAT, if applicable).

A5.3 YOU must before leaving the AUCTION
(a) provide all information WE reasonably need from YOU to enable US to complete the SALE MEMORANDUM (including proof of your identity if required by US);
(b) sign the completed SALE MEMORANDUM; and
(c) pay the deposit.

A5.4 If YOU do not WE may either
(a) as agent for the SELLER treat that failure as YOUR repudiation of the CONTRACT and offer the LOT for sale again: the SELLER may then have a claim against YOU for breach of CONTRACT; or
(b) sign the SALE MEMORANDUM on YOUR behalf.

A5.5 The deposit
(a) must be paid in pounds sterling by cheque or by bankers' draft made payable to US (or, at OUR option, the SELLER'S conveyancer) drawn on an APPROVED FINANCIAL INSTITUTION (CONDITION A6 may state if WE accept any other form of payment);
(b) may be declined by US unless drawn on YOUR account, or that of the BUYER, or of another person who (we are satisfied) would not expose US to a breach of money laundering regulations;
(c) is to be held by US (or, at OUR option, the SELLER'S conveyancer); and
(d) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the SELLER, but otherwise is to be held as stakeholder unless the SALE CONDITIONS require it to be held as agent for the SELLER.

A5.6 WE may retain the SALE MEMORANDUM signed by or on behalf of the SELLER until the deposit has been received in cleared funds.

A5.7 Where WE hold the deposit as stakeholder WE are authorised to release it (and interest on it if applicable) to the SELLER on COMPLETION or, if COMPLETION does not take place, to the person entitled to it under the SALE CONDITIONS.

A5.8 If the BUYER does not comply with its obligations under the CONTRACT then
(a) YOU are personally liable to buy the LOT even if YOU are acting as an agent; and
(b) YOU must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the BUYER's default.

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

A6 Extra Auction Conduct Conditions

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

General Conditions of Sale

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

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

G1 The LOT

G1.1 The LOT (including any rights to be granted or reserved, and any exclusions from it) is described in the SPECIAL CONDITIONS, or if not so described is that referred to in the SALE MEMORANDUM.

G1.2 The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.

G1.3 The LOT is sold subject to all matters contained or referred to in the DOCUMENTS. The SELLER must discharge FINANCIAL CHARGES on or before COMPLETION.

G1.4 The LOT is also sold subject to such of the following as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS:
(a) matters registered or capable of registration as local land charges;
(b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
(c) notices, orders, demands, proposals and requirements of any competent authority;
(d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
(e) rights, easements, quasi-easements, and wayleaves;
(f) outgoings and other liabilities;
(g) any interest which overrides, under the Land Registration Act 2002;
(h) matters that ought to be disclosed by the searches and enquiries a prudent BUYER would make, whether or not the BUYER has made them; and
(i) anything the SELLER does not and could not reasonably know about.

G1.5 Where anything subject to which the LOT is sold would expose the SELLER to liability the BUYER is to comply with it and indemnify the SELLER against that liability.

G1.6 The SELLER must notify the BUYER of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the CONTRACT DATE but the BUYER must comply with them and keep the SELLER indemnified.

G1.7 The LOT does not include any tenant's or trade fixtures or fittings. The SPECIAL CONDITIONS state whether any chattels are included in the LOT, but if they are:
(a) the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use, and
(b) the SELLER is to leave them at the LOT.

G1.8 The BUYER buys with full knowledge of
(a) the DOCUMENTS, whether or not the BUYER has read them; and
(b) the physical condition of the LOT and what could reasonably be discovered on inspection of it, whether or not the BUYER has inspected it.

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

G2 Deposit

G2.1 The amount of the deposit is the greater of:
(a) any minimum deposit stated in the AUCTION CONDUCT CONDITIONS (or the total PRICE, if this is less than that minimum); and
(b) 10% of the PRICE (exclusive of any VAT on the PRICE).

G2.2 If a cheque for all or part of the deposit is not cleared on first presentation the SELLER may treat the CONTRACT as at an end and bring a claim against the BUYER for breach of CONTRACT.

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

G3 Between CONTRACT and COMPLETION

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

G3.2 If the SELLER is required to insure the LOT then the SELLER
(a) must produce to the BUYER on request all relevant insurance details;
(b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due;
(c) gives no warranty as to the adequacy of the insurance;
(d) must at the request of the BUYER use reasonable endeavours to have the BUYER's interest noted on the policy if it does not cover a contracting purchaser;
(e) must, unless otherwise agreed, cancel the insurance at COMPLETION, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the BUYER; and
(f) (subject to the rights of any tenant or other third party) hold on trust for the BUYER any insurance payments that the SELLER receives in respect of loss or damage arising after the CONTRACT DATE, or assign to the BUYER the benefit of any claim;
and the BUYER must on COMPLETION reimburse to the SELLER the cost of that insurance as from the CONTRACT DATE (to the extent not already paid by the BUYER or a tenant or other third party).

G3.3 No damage to or destruction of the LOT, nor any deterioration in its condition, however caused, entitles the BUYER to any reduction in PRICE, or to delay COMPLETION, or to refuse to complete.

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

G3.5 Unless the BUYER is already lawfully in occupation of the LOT the BUYER has no right to enter into occupation prior to COMPLETION.

G4 Title and identity

G4.1 Unless CONDITION G4.2 applies, the BUYER accepts the title of the SELLER to the LOT as at the CONTRACT DATE and may raise no requisition or objection to any of the DOCUMENTS that is made available before the AUCTION or any other matter, except one that occurs after the CONTRACT DATE.

G4.2 The following provisions apply only to any of the following DOCUMENTS that is not made available before the AUCTION:
(a) If the LOT is registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an official copy of the entries on the register and title plan and, where noted on the register, of all DOCUMENTS subject to which the LOT is being sold.
(b) If the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an examined copy of every relevant DOCUMENT.
(c) If title is in the course of registration, title is to consist of:
(i) certified copies of the application for registration of title made to the Land Registry and of the DOCUMENTS accompanying that application;
(ii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
(iii) a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the Land Registry and to instruct the Land Registry to send the completed registration DOCUMENTS to the BUYER.
(d) The BUYER has no right to object to or make requisitions on any title information more than seven BUSINESS DAYS after that information has been given to the BUYER.

G4.3 Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the TRANSFER shall so provide):
(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the BUYER; and
(b) the covenant set out in section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the LOT where the LOT is leasehold property.

G4.4 The TRANSFER is to have effect as if expressly subject to all matters subject to which the LOT is sold under the CONTRACT.

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

G4.6 The SELLER (and, if relevant, the BUYER) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Money Laundering Regulations and Land Registry Rules.

G5 TRANSFER

G5.1 Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS
(a) the BUYER must supply a draft TRANSFER to the SELLER at least ten BUSINESS DAYS before the AGREED COMPLETION DATE and the engrossment (signed as a deed by the BUYER if CONDITION G5.2 applies) five BUSINESS DAYS before that date or (if later) two BUSINESS DAYS after the draft has been approved by the SELLER; and
(b) the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.

G5.2 If the SELLER has any liability (other than to the BUYER) in relation to the LOT or a TENANCY following COMPLETION, the BUYER is specifically to covenant in the TRANSFER to indemnify the SELLER against that liability.

G5.3 The SELLER cannot be required to TRANSFER the LOT to anyone other than the BUYER, or by more than one TRANSFER.

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

G6 COMPLETION

G6.1 COMPLETION is to take place at the offices of the SELLER'S conveyancer, or where the SELLER may reasonably require, on the AGREED COMPLETION DATE. The SELLER can only be required to complete on a BUSINESS DAY and between the hours of 0930 and 1700.

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

but no other amounts unless specified in the SPECIAL CONDITIONS.

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

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

G6.5 If COMPLETION takes place after 1400 hours for a reason other than the SELLER'S default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next BUSINESS DAY.

G6.6 Where applicable the CONTRACT remains in force following COMPLETION.

G7 Notice to complete

G7.1 The SELLER or the BUYER may on or after the AGREED COMPLETION DATE but before COMPLETION give the other notice to complete within ten BUSINESS DAYS (excluding the date on which the notice is given) making time of the essence.

G7.2 The person giving the notice must be READY TO COMPLETE.

G7.3 If the BUYER fails to comply with a notice to complete the SELLER may, without affecting any other remedy the SELLER has:
(a) terminate the CONTRACT;
(b) claim the deposit and any interest on it if held by a stakeholder;
(c) forfeit the deposit and any interest on it;
(d) resell the LOT; and
(e) claim damages from the BUYER.

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

G8 If the CONTRACT is brought to an end

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

G9 Landlord's licence

G9.1 Where the LOT is or includes leasehold land and licence to assign or sublet is required this CONDITION G9 applies.

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

G9.3 The AGREED COMPLETION DATE is not to be earlier than the date five BUSINESS DAYS after the SELLER has given notice to the BUYER that licence has been obtained ("licence notice").

G9.4 The SELLER must
(a) use all reasonable endeavours to obtain the licence at the SELLER'S expense; and
(b) enter into any Authorised Guarantee Agreement ("AGA") properly required (procuring a guarantee of that AGA if lawfully required by the landlord).

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

G9.6 If within three months of the CONTRACT DATE (or such longer period as the SELLER and BUYER agree) the SELLER has not given licence notice to the BUYER the SELLER or the BUYER may (if not then in breach of any obligation under this CONDITION G9) by notice to the other terminate the CONTRACT at any time before the SELLER has given licence notice. That termination is without prejudice to the claims of either SELLER or BUYER for breach of this CONDITION G9.

G10 Interest and apportionments

G10.1 If the ACTUAL COMPLETION DATE is after the AGREED COMPLETION DATE for any reason other than the SELLER'S default the BUYER must pay interest at the INTEREST RATE on the money due from the BUYER at COMPLETION for the period starting on the AGREED COMPLETION DATE and ending on the ACTUAL COMPLETION DATE.

G10.2 Subject to CONDITION G11 the SELLER is not obliged to apportion or account for any sum at COMPLETION unless the SELLER has received that sum in cleared funds. The SELLER must promptly pay to the BUYER after COMPLETION any sum to which the BUYER is entitled that the SELLER subsequently receives in cleared funds.

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

G10.4 Apportionments are to be calculated on the basis that:
(a) the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
(b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year (or 366 in a leap year), and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
(c) where the amount to be apportioned is not known at COMPLETION apportionment is to be made by reference to a reasonable estimate and further payment is to be made by SELLER or BUYER as appropriate within five BUSINESS DAYS of the date when the amount is known.

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

G11 ARREARS

Part 1 – Current rent

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

G11.2 If on COMPLETION there are any ARREARS of current rent the BUYER must pay them, whether or not details of those ARREARS are given in the SPECIAL CONDITIONS.

G11.3 Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.

Part 2 – BUYER to pay for ARREARS

G11.4 Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of ARREARS.

G11.5 The BUYER is on COMPLETION to pay, in addition to any other money then due, an amount equal to all ARREARS of which details are set out in the SPECIAL CONDITIONS.

G11.6 If those ARREARS are not OLD ARREARS the SELLER is to assign to the BUYER all rights that the SELLER has to recover those ARREARS.

Part 3 – BUYER not to pay for ARREARS

G11.7 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS
(a) so state; or
(b) give no details of any ARREARS.

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

G11.9 Where the SELLER has the right to recover ARREARS it must not without the BUYER'S written consent bring insolvency proceedings against a tenant or seek the removal of goods from the LOT.

G12 Management

G12.1 This CONDITION G12 applies where the LOT is sold subject to TENANCIES.

G12.2 The SELLER is to manage the LOT in accordance with its standard management policies pending COMPLETION.

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

G13 Rent deposits

G13.1 Where any TENANCY is an assured shorthold TENANCY, the SELLER and the BUYER are to comply with their respective statutory duties in relation to the protection of tenants' deposits, and to demonstrate in writing to the other (before COMPLETION, so far as practicable) that they have complied.

G13.2 The remainder of this CONDITION G13 applies where the SELLER is holding or otherwise entitled to money by way of rent deposit in respect of a TENANCY. In this CONDITION G13 "rent deposit deed" means the deed or other DOCUMENT under which the rent deposit is held.

G13.3 If the rent deposit is not assignable the SELLER must on COMPLETION hold the rent deposit on trust for the BUYER and, subject to the terms of the rent deposit deed, comply at the cost of the BUYER with the BUYER's lawful instructions.

G13.4 Otherwise the SELLER must on COMPLETION pay and assign its interest in the rent deposit to the BUYER under an assignment in which the BUYER covenants with the SELLER to:
(a) observe and perform the SELLER's covenants and conditions in the rent deposit deed and indemnify the SELLER in respect of any breach;
(b) give notice of assignment to the tenant; and
(c) give such direct covenant to the tenant as may be required by the rent deposit deed.

G14 VAT

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

G14.2 Where the SPECIAL CONDITIONS state that no VAT OPTION has been made the SELLER confirms that none has been made by it or by any company in the same VAT group nor will be prior to COMPLETION.

G15 TRANSFER as a going concern

G15.1 Where the SPECIAL CONDITIONS so state:
(a) the SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a TRANSFER of a going concern; and
(b) this CONDITION G15 applies.

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

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

G15.4 The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence
(a) of the BUYER'S VAT registration;
(b) that the BUYER has made a VAT OPTION; and
(c) that the VAT OPTION has been notified in writing to HM Revenue and Customs;
and if it does not produce the relevant evidence at least two BUSINESS DAYS before the AGREED COMPLETION DATE, CONDITION G14.1 applies at COMPLETION.

G15.5 The BUYER confirms that after COMPLETION the BUYER intends to
(a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and
(b) collect the rents payable under the TENANCIES and charge VAT on them.

G15.6 If, after COMPLETION, it is found that the sale of the LOT is not a TRANSFER of a going concern then:
(a) the SELLER's conveyancer is to notify the BUYER's conveyancer of that finding and provide a VAT invoice in respect of the sale of the LOT;
(b) the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the VAT due; and
(c) if VAT is payable because the BUYER has not complied with this CONDITION G15, the BUYER must pay and indemnify the SELLER against all costs, interest, penalties or surcharges that the SELLER incurs as a result.

G16 Capital allowances

G16.1 This CONDITION G16 applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.

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

G16.3 The value to be attributed to those items on which

capital allowances may be claimed is set out in the SPECIAL CONDITIONS.

G16.4 The SELLER and BUYER agree:
(a) to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G16; and
(b) to submit the value specified in the SPECIAL CONDITIONS to HM Revenue and Customs for the purposes of their respective capital allowance computations.

G17 Maintenance agreements

G17.1 The SELLER agrees to use reasonable endeavours to TRANSFER to the BUYER, at the BUYER's cost, the benefit of the maintenance agreements specified in the SPECIAL CONDITIONS.

G17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such agreements from the ACTUAL COMPLETION DATE.

G18 Landlord and Tenant Act 1987

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

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

G19 Sale by PRACTITIONER

G19.1 This CONDITION G19 applies where the sale is by a PRACTITIONER either as SELLER or as agent of the SELLER.

G19.2 The PRACTITIONER has been duly appointed and is empowered to sell the LOT.

G19.3 Neither the PRACTITIONER nor the firm or any member of the firm to which the PRACTITIONER belongs has any personal liability in connection with the sale or the performance of the SELLER's obligations. The TRANSFER is to include a declaration excluding that personal liability.

G19.4 The LOT is sold
(a) in its condition at COMPLETION;
(b) for such title as the SELLER may have; and
(c) with no title guarantee;
and the BUYER has no right to terminate the CONTRACT or any other remedy if information provided about the LOT is inaccurate, incomplete or missing.

G19.5 Where relevant:
(a) the DOCUMENTS must include certified copies of those under which the PRACTITIONER is appointed, the DOCUMENT of appointment and the PRACTITIONER'S acceptance of appointment; and
(b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.

G20 TUPE

G20.1 If the SPECIAL CONDITIONS state "there are no employees to which TUPE applies", this is a warranty by the SELLER to this effect.

G20.2 If the SPECIAL CONDITIONS do not state "there are no employees to which TUPE applies" the following paragraphs apply:
(a) The SELLER must notify the BUYER of those employees whose CONTRACTs of employment will TRANSFER to the BUYER on COMPLETION (the "Transferring Employees"). This notification must be given to the BUYER not less than 14 days before COMPLETION.
(b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the TRANSFERring Employees.
(c) The BUYER and the SELLER acknowledge that pursuant and subject to TUPE, the CONTRACTS of employment between the TRANSFERring Employees and the SELLER will TRANSFER to the BUYER on COMPLETION.
(d) The BUYER is to keep the SELLER indemnified against all liability for the TRANSFERring Employees after COMPLETION.

G21 Environmental

G21.1 This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.

G21.2 The SELLER has made available such reports as the SELLER has as to the environmental condition of the LOT and has given the BUYER the opportunity to carry out investigations (whether or not the BUYER has read those reports or carried out any investigation) and the BUYER admits that the PRICE takes into account the environmental condition of the LOT.

G21.3 The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT.

G22 Service Charge

G22.1 This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.

G22.2 No apportionment is to be made at COMPLETION in respect of service charges.

G22.3 Within two months after COMPLETION the SELLER must provide to the BUYER a detailed service charge account for the service charge year current on COMPLETION showing:
(a) service charge expenditure attributable to each TENANCY;
(b) payments on account of service charge received from each tenant;
(c) any amounts due from a tenant that have not been received;
(d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.

G22.4 In respect of each TENANCY, if the service charge account shows:
(a) that payments that the tenant has made on account exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to that excess when it provides the service charge account; or
(b) that attributable service charge expenditure exceeds payments made on account, the BUYER must use all reasonable endeavours to recover the shortfall from the tenant as soon as practicable and promptly pay the amount so recovered to the SELLER;
but in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.

G22.5 In respect of service charge expenditure that is not attributable to any TENANCY the SELLER must pay the expenditure incurred in respect of the period before ACTUAL COMPLETION DATE and the BUYER must pay the expenditure incurred in respect of the period after ACTUAL COMPLETION DATE. Any necessary monetary adjustment is to be made within five BUSINESS DAYS of the SELLER providing the service charge account to the BUYER.

G22.6 If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
(a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and
(b) the BUYER must covenant with the SELLER to hold it in accordance with the terms of the TENANCIES and to indemnify the SELLER if it does not do so.

G23 Rent reviews

G23.1 This CONDITION G23 applies where the LOT is sold subject to a TENANCY under which a rent review due on or before the ACTUAL COMPLETION DATE has not been agreed or determined.

G23.2 The SELLER may continue negotiations or rent review proceedings up to the ACTUAL COMPLETION DATE but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the BUYER, such consent not to be unreasonably withheld or delayed.

G23.3 Following COMPLETION the BUYER must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the SELLER, such consent not to be unreasonably withheld or delayed.

G23.4 The SELLER must promptly:
(a) give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
(b) use all reasonable endeavours to substitute the BUYER for the SELLER in any rent review proceedings.

G23.5 The SELLER and the BUYER are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.

G23.6 When the rent review has been agreed or determined the BUYER must account to the SELLER for any increased rent and interest recovered from the tenant that relates to the SELLER'S period of ownership within five BUSINESS DAYS of receipt of cleared funds.

G23.7 If a rent review is agreed or determined before COMPLETION but the increased rent and any interest recoverable from the tenant has not been received by COMPLETION the increased rent and any interest recoverable is to be treated as ARREARS.

G23.8 The SELLER and the BUYER are to bear their own costs in relation to rent review negotiations and proceedings.

G24 TENANCY renewals

G24.1 This CONDITION G24 applies where the tenant under a TENANCY has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.

G24.2 Where practicable, without exposing the SELLER to liability or penalty, the SELLER must not without the written consent of the BUYER (which the BUYER must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.

G24.3 If the SELLER receives a notice the SELLER must send a copy to the BUYER within five BUSINESS DAYS and act as the BUYER reasonably directs in relation to it.

G24.4 Following COMPLETION the BUYER must:
(a) with the co-operation of the SELLER take immediate steps to substitute itself as a party to any proceedings;
(b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the TENANCY and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
(c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed TENANCY) account to the SELLER for the part of that increase that relates to the SELLER'S period of ownership of the LOT within five BUSINESS DAYS of receipt of cleared funds.

G24.5 The SELLER and the BUYER are to bear their own costs in relation to the renewal of the TENANCY and any proceedings relating to this.

G25 Warranties

G25.1 Available warranties are listed in the SPECIAL CONDITIONS.

G25.2 Where a warranty is assignable the SELLER must:
(a) on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the warranty; and
(b) apply for (and the SELLER and the BUYER must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by COMPLETION the warranty must be assigned within five BUSINESS DAYS after the consent has been obtained.

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

G26 No assignment

The BUYER must not assign, mortgage or otherwise TRANSFER or part with the whole or any part of the BUYER'S interest under this CONTRACT.

G27 Registration at the Land Registry

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

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

G28 Notices and other communications

G28.1 All communications, including notices, must be in writing. Communication to or by the SELLER or the BUYER may be given to or by their conveyancers.

G28.2 A communication may be relied on if:
(a) delivered by hand; or
(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
(c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the SALE MEMORANDUM) by a postal service that offers normally to deliver mail the next following BUSINESS DAY.

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

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

G29 CONTRACTs (Rights of Third Parties) Act 1999

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

G30 EXTRA GENERAL CONDITIONS

Applicable for all lots where the Common Auction Conditions apply.

G30.1 **The Deposit**

General Conditions A5.5a shall be deemed to be deleted and replaced by the following:

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

G30.2 **Buyer's Administration Charge**

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

G30.3 **Extra Auction Conduct Conditions**

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

Next auction

Now taking instructions for our next auction on

Thursday 25th February 2027

Closing date for entries

Wednesday 27th January 2027

Phillip Arnold Auctions

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