



# Phillip Arnold Auctions

*"Passionate about property since 1979"*

## Auction Catalogue

By order of A2 Dominion, Charity  
Commission, Fixed Charge  
Receivers, Executors,  
Property Companies, Private  
Individuals and Others



Public Auction  
on **Friday 30th October 2020** at 12 noon  
**REMOTE BIDDING ONLY**

**Phillip Arnold Auctions**

Tel: 020 8799 3880

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

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





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Welcome to Phillip Arnold Auctions fifth auction of 2020 that will again be by remote bidding only, starting as usual at 12 noon. It seems highly unlikely that we will be able to get back to our regular venue this year so we have decided to continue with remote bidding until Government restrictions are lifted.

Our September auction was streamed live on our website with our auctioneer ready with gavel in hand. Phil managed to create an amazing virtual atmosphere encouraging some outstanding bidding – 99 consecutive bids on one particular lot – resulting in some excellent prices for our Sellers. These times have forced a huge change for us, as well as many others, but we are determined to keep true to our roots and continue to offer a genuine auction sale.

This catalogue is one packed with ground rents and some auction gems. We have a lot in Staines on behalf of A2 Dominion Housing and further afield a prime auction lot in Chesterfield in need of updating throughout. There are also some great local investment opportunities.

We hope you will enjoy browsing through our lots and look forward to receiving your bids. Bidding forms can be found by clicking on the box under the picture of the property you are interested in on our website. Remember we will need CERTIFIED ID to accompany your form.

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

## IMPORTANT NOTES

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

**Guide Price:** This is an indication of the seller's current minimum acceptable price at auction. The guide price is given to assist prospective buyers in deciding whether or not to pursue a purchase. It is usual, but not always the case, that a provisional reserve range is agreed between the seller and the auctioneer at the start of marketing. As the reserve is not fixed at this stage and can be adjusted

by the seller at any time up to the day of the auction in the light of interest shown during the marketing period, a guide price is issued. This guide price can be shown in the form of a minimum and maximum price range within which an acceptable sale price (reserve) would fall, or as a single price figure within 10% of which the minimum acceptable price (reserve) would fall. A guide price is different to a reserve price (see separate definition). Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

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

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

1. Buyer's Premium of £600 inclusive of VAT
2. Other fees as listed within the Special Conditions of Sale that form part of the legal pack which is made available to you prior to auction. You will be expected to sign this document as well as the Sales Memorandum at the time of purchase.
3. Stamp Duty – rates easily available on-line
4. Your solicitor fees and any survey fees
5. Insurance – it is your responsibility from the **date of exchange** to insure the property purchased.

# Money laundering regulations

In order to confirm with the Money Laundering Regulations, all prospective purchasers must be able to verify their identity. The following schedule of documents must be provided to the auctioneers either at the auction or at the point of signing contracts prior or post sale, in order for us to be able to conduct business with you. Each purchaser must provide one original document from the following lists.

## LIST A

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

## LIST B

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

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

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

## Proxy, telephone and internet bidding

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

A deposit cheque will be required to accompany the bidding form and will only be banked in the event that your bid is successful. The cheque should be made payable to the relevant auctioneers and should be left blank or filled in to represent 10% of the bidders maximum bid. Only if the bid is successful will the cheque be completed and presented for payment. The amount shall be for 10% of the purchase price

subject to a minimum amount of £3,000. In addition, the buyer's fee of £600 inclusive of VAT will also be added. Unsuccessful bidders will have the cheque returned to them or it will be destroyed dependant upon their instructions. The auctioneers will also require identification to accompany the form and cheque in accordance with the money laundering regulations.

Remote bidding forms, together with terms and conditions for submitting bids in this manner, are available by contacting Phillip Arnold Auctions or alternatively can be downloaded from our website.

# Notice to prospective buyers

1. The Auctioneers will generally offer the lots in the order as shown in the catalogue, although they reserve the right to amend the order of sale.
2. The addendum is an important document and provides details of amendments to the catalogue and Conditions of Sale. Prospective buyers should ensure that they inspect this document as its contents will form part of the sales contract. Prospective buyers should ensure that they have a copy of the catalogue and addendum prior to bidding and are deemed to have read these documents whether they have done so or not.
3. Phillip Arnold Auctions will always endeavour to inform prospective purchasers of variations to the catalogue, when such changes are brought to their attention. The Auctioneers nor their clients can be held responsible for any losses, damages or abortive costs incurred in respect of lots that are withdrawn or sold prior to auction.
4. Prospective buyers bid on the basis that they have checked the General Conditions of Sale, that are detailed at the back of the catalogue, and the Special Conditions of Sale relating to each individual lot. If there is a conflict between them, the Special Conditions of Sale shall prevail. Details are contained within the legal packs for each lot that are available for inspection at the offices of the Auctioneers or can be downloaded free of charge from the website. Legal documents will also be available in the auction room on the day of the sale.
5. Prospective buyers bid on the basis that they are deemed to have inspected all lots, have made all necessary enquiries and have checked the legal documentation. Buyers are deemed to be satisfied that they fully understand their content. The Auctioneers strongly suggest that buyers take legal and professional advice prior to bidding on any lot. The Auctioneers will make every possible endeavour to provide access to all lots prior to the sale although this can not be guaranteed. The Auctioneers will attempt to answer any queries prior to auction and in the auction room. The Auctioneer will not be able to answer any questions whilst the auction is proceeding.
6. Guide price\*: this is an indication of the Seller's current minimum acceptable price at auction. The guide price is given to assist prospective buyers in deciding whether or not to pursue a purchase. It is usual, but not always the case, that a provisional reserve range is agreed between the Seller and the Auctioneer at the start of marketing. As the reserve is not fixed at this stage and can be adjusted by the Seller at any time up to the day of the auction in the light of interest shown during the marketing period, a guide price is issued. This Guide Price can be shown in the form of a minimum and maximum price range within which an acceptable sale price (reserve) would fall, or as a single price figure within 10% of which the minimum acceptable price (reserve) would fall. A Guide Price is different to a Reserve Price (see separate definition). Both the Guide Price and the Reserve Price can be subject to change up to and including the day of the auction.
7. \*Reserve Price\*: The Seller's minimum acceptable price at auction and the figure below which the Auctioneer cannot sell. The Reserve Price is not disclosed and remains confidential between the Seller and the Auctioneer. Both the Guide Price and the Reserve Price can be subject to change up to and including the day of the auction.
8. On the day of sale it is the bidder's duty to attract the Auctioneer's attention and prospective buyers are therefore advised to bid clearly without delay. Bids may be refused at the Auctioneers discretion and the Auctioneers reserve the right to bid on behalf of the vendor up to the reserve. At the fall of the hammer the successful bidder will be under a binding contract to purchase the property in accordance with the general and special conditions of sale, together with addendum and contents of this notice. The buyer will be required to supply without delay their name and address, solicitors details, identification and deposit. They will then be required to sign the auction memorandum. Should the buyer refuse, the Auctioneer is legally entitled to sign the memorandum on behalf of the buyer or alternatively offer the lot to the under bidder or re-offer to the room and claim any resultant loss against the original buyer. Completion of the sale and payment of the balance of the purchase money is 28 days after the exchange of contracts unless the conditions of sale provide otherwise.
9. A deposit amount of 10% of the selling price (plus VAT where applicable) is required for each lot subject to a minimum of £3,000 unless otherwise stated by the Auctioneer. Payment can be made by bankers draft, building society cheque, company cheque or personal cheque or by debit card with a pin number. Please note we will not accept cash under any circumstances. The Auctioneers only accept deposit cheques on the basis that there are adequate funds in the account on which the cheque is drawn and reserve the right to take any action as appropriate against a purchaser whose cheque is not honoured on first presentation. We can accept credit cards but please be advised that an additional 1.65% will be charged at time of use.
10. A successful purchaser will also be required to pay a Buyer's Administration charge of £600 inclusive of VAT by cheque made payable to Phillip Arnold Auctions.
11. Unless otherwise stated all property is sold subject to a reserve price whether declared or not.
12. Please note that purchasers will not be entitled to keys or access to vacant properties until completion of the sale. If access is required it may be arranged through the relevant Auctioneers with the express permission of the vendor. The buyer will be responsible for insuring the lot that they purchase from exchange of contracts unless the Special Conditions of Sale state otherwise.
13. No representation or warranty is made in respect of the structure of any properties or in relation to their state of repair. The Auctioneers advise that all prospective buyers should arrange for a survey of the particular lot by a professionally qualified person.
14. Unless otherwise provided in the Special Conditions of Sale, all lots are sold exclusive of VAT.
15. If bidding by telephone or internet, the Auctioneers accept no liability for poor signal or connection, or being unable to reach the prospective buyer at the time required.

**LOT  
1****By order of the Charity Commissions  
Joint Interim Managers****30 Ashford Avenue, Hayes,  
Middlesex UB4 0LZ****Guide Price £1,400\*****FREEHOLD GROUND RENT INVESTMENT**

The property consists of a semi-detached dwelling arranged as a pair of self-contained flats. There may be scope for further extension into the loft space subject to obtaining any necessary consent that may be required. Ashford Avenue is situated in a popular residential location within easy access of the Uxbridge Road that provides access to Hayes, Uxbridge, Southall and Ealing. Good road links nearby include the A40, M40, A4, M4 and M25. The ground floor is held on a lease of 150 years from 1st January 2000 and the first floor on a lease of 150 years from 1st January 2005. Both flats pay a ground rent of £100 pa, thus the annual income is £200 per annum. The property is sold with the benefit of this income.

**ACCOMMODATION**

Two self-contained flats.

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**London Borough of Hillingdon 01895 250111  
Both Flats Council Tax Band B**VIEWING TIMES**

External Viewing Only

**JOINT AUCTIONEERS**Symon Smith & Partners Ltd, 277/281 Oxford Street,  
London W1C 2DL 020 7495 7020

STARTING BID

FINAL BID

NOTES

 SOLD
  UNSOLD
  SOLD PRIOR
  WITHDRAWN
**LOT  
2****By order of the Charity Commissions  
Joint Interim Managers****82 Headstone Road, Harrow,  
Middlesex HA1 1PE****Guide Price £1,000\*****FREEHOLD GROUND RENT INVESTMENT**

This freehold ground rent investment consists of a spacious turn of the century end of terrace property that has been sub divided into a pair of self-contained flats. The property is located within a short walk of Harrow town centre with its main shopping facilities and Metropolitan Line Station. The flats are held on 999 year leases from 25th December 1965 with the ground floor paying a ground rent of £15 pa and the first floor £100 pa, thus the overall income is £115 per annum. The property is sold with the benefit of this income.

**ACCOMMODATION**

Two self-contained flats

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**London Borough of Harrow 0208 863 5611  
Both Flats Council Tax Band C**VIEWING TIMES**

External Viewing Only

**JOINT AUCTIONEERS**Symon Smith & Partners Ltd, 277/281 Oxford Street,  
London W1C 2DL 020 7495 7020

STARTING BID

FINAL BID

NOTES

 SOLD
  UNSOLD
  SOLD PRIOR
  WITHDRAWN

**LOT  
3****By order of the Charity Commissioners  
Joint Interim Managers****Star Court, Star Road, Hillingdon,  
Middlesex UB10 0QW****Guide Price £8,000\*****FREEHOLD GROUND RENT INVESTMENT**

This freehold ground rent opportunity consists of eight maisonettes in two blocks with garages to rear. The property is located just off the Uxbridge Road with easy access to the A40, M40 M25 and M4, as well as Uxbridge town centre with its major shopping precinct and station. The flats are all held on leases of 999 years from 25th December 1955 with varying ground rents. The total ground rent income is £1050.50 and the investment is sold with the benefit of this income.

**ACCOMMODATION**

Eight Self Contained Maisonettes

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**London Borough of Hillingdon 01895 250111  
All flats Council Tax Band C**VIEWING TIMES**

External Viewing Only

**JOINT AUCTIONEERS**Symon Smith & Partners Ltd, 277/281 Oxford Street,  
London W1C 2DL 020 7495 7020**STARTING BID****FINAL BID****NOTES** SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN**LOT  
4****28/28a Beechwood Avenue,  
Greenford, Middlesex UB6 9UA****Guide Price £18,000\*****FREEHOLD GROUND RENT INVESTMENT**

This two storey property consists of a pair of self contained maisonettes in a popular road within easy reach of Greenford. The area is well served by bus connections and good road links including the M40, A40 and M25. Southall and Ealing are both easily accessible. The ground floor maisonette is held on a 99 year lease from 25th December 1972 with a ground rent of £25 pa, thus approximately 51 years unexpired. The first floor is held on a 99 year lease from 24th June 2014 at a ground rent of £200 pa, thus approximately 93 years unexpired. The property is sold with this ongoing income.

**ACCOMMODATION**

Two self contained flats

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**London Borough of Ealing 0208 825 5000  
Both Flats Council Tax Band C**VIEWING TIMES**

External Viewing Only

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

LOT  
5

By Order of the Mortgagees

29 Briar Crescent, Northolt,  
Middlesex UB5 4NB

**Guide Price £275,000\***

**CENTRE TERRACED HOUSE IN NEED OF  
UPDATING THROUGHOUT**



This mid terraced dwelling is situated in a popular road off the A312 Mandeville Road. Northolt Central Line Train Station is within a short walk. South Harrow can also be reached with little difficulty. Good road links serve the area with easy access onto the A40, that serves Central London and the M40/M25. We understand that the property is a mid-terraced three bedroom house requiring updating. Viewing will only be possible from the exterior and no access will be available prior to the auction. The lot will be sold with vacant possession upon completion. The auctioneers have not inspected this property internally and as such photographs, floorplan and video tour are not available.

**ACCOMMODATION**

We understand that the property has three bedroom and two reception room accommodation.

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

London Borough of Ealing 0208 825 5000  
Council Tax Band D

**VIEWING TIMES**

Viewing will only be possible from the exterior for this lot. No viewing or access will be given by the occupant and we strongly request that no interested party should knock on the door.

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
6

73a Willow Tree Lane, Hayes,  
Middlesex UB4 9BL

**Guide Price £60,000\***

**FREEHOLD PLOT OF LAND WITH  
DEVELOPMENT POTENTIAL**



This freehold predominantly rectangular yard is located at the junction of Willow Tree Lane and Douglas Crescent. The area is well served by connecting roads, such as the Hayes Bypass that provides access to the M4 and the A40. The site is currently let under a licence at a rent of £300pcm (£3600pa) and is sold with the benefit of this ongoing income. The site that includes a building that we understand is currently used as an office, may be suitable for residential or other uses although any interested party should make their own enquiries with the local authority in this regard.

**ACCOMMODATION**

Site area approx 169m<sup>2</sup>

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

London Borough of Hillingdon 01895 250111

**VIEWING TIMES**

External Viewing Only

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
7

42 Market Street, Hindley,  
Wigan WN2 3AE

**Guide Price £65,000\***

**VACANT COMMERCIAL PROPERTY WITH FURTHER DEVELOPMENT POTENTIAL STP**



This mid-terraced building comprises a ground floor shop with basement storage plus internal access to ancillary office/ storage accommodation at first floor level. There is a substantial two storey annex to the rear of the property that may have development potential for residential or commercial use subject to planning consent. We have also been informed that the Local Authority has stated that no planning permission is required for the conversion of the upper part into a self-contained flat. However, we strongly recommend that any intending purchaser carries out their own relevant enquiries. The property is close to Wigan Wallgate Station and is being sold with full vacant possession.

**ACCOMMODATION**

**Ground floor shop:** Gross frontage: 15ft 1, Internal width: 15ft 5, Shop depth: 23ft 1, Built depth: 42ft, WC

**Basement storage area:** approximately 325 sq ft

**First floor office/storage:** area approximately 400 sq ft

**Rear annex:** not measured

**TENURE**

Leasehold for a term of 999 years from 10 June 1868 at an apportioned rent of £3.70 per annum

**LOCAL AUTHORITY & TAX RATING**

Wigan Metropolitan Council 01942 244 991

Adopted Rateable Value: £3,350

**VIEWING TIMES**

By appointment through the Auctioneers. All viewings will be arranged subject to Government Covid 19 guidelines.

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
8

23 Vale Court, The Vale, Acton,  
London W3 7SA

**Guide Price £125,000\***

**FIRST FLOOR TWO BEDROOM FLAT WITH INVESTMENT INCOME**



This first floor two bedroom flat forms part of a mansion block on the Uxbridge Road which provides excellent access to Acton, Ealing and Shepherds Bush. Good road links are easily accessible including the A40 that serves Central London and the M25/M40. The flat has an entryphone system, gas central heating and double glazing. It is currently let on an assured shorthold tenancy at £1300pcm (£15,600pa) and the property is sold with the benefit of this ongoing income.

**ACCOMMODATION**

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

**TENURE**

Leasehold approximately 16 years unexpired. The vendor is willing to serve the section 42 notice after exchange and assign to the buyer at the buyers cost.

**LOCAL AUTHORITY, TAX RATING & EPC**

London Borough of Ealing 0208 825 5000

Council Tax Band C EPC rating: C

**VIEWING TIMES**

By appointment through the auctioneers subject to Government Covid 19 guidelines.

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**9**

By order of the Charity Commissions  
Joint Interim Managers

148–154 Butts Hill Road, Woodley,  
Reading RG5 4NY

**Guide Price £8,000\***

**FREEHOLD GROUND RENT INVESTMENT**



This freehold ground rent investment consists of a block of four maisonettes and garages. The block is located at the junction of Headley Road within a few miles of Reading town centre and within easy reach of the M4 motorway. The four maisonettes are held on leases of 999 years from 24th June 1954 each producing a ground rent of £200 pa, thus the total income is £800 per annum. The freehold is sold with the benefit of this ongoing income.

**ACCOMMODATION**

Four self-contained maisonettes

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

Wokingham Borough Council 0118 974 6000  
All flats Council Tax Band B

**VIEWING TIMES**

External Viewing Only

**JOINT AUCTIONEERS**

Symon Smith & Partners Ltd, 277/281 Oxford Street,  
London W1C 2DL 020 7495 7020



STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**10**

Flats 3–6, 185–199 Hemdean Road,  
Caversham, Reading RG4 7QX

**Guide Price £12,000\***

**FREEHOLD GROUND RENT INVESTMENT**



This freehold investment opportunity situated in the town of Caversham is a few miles from the main centre of Reading. Good road links include access onto the M4 and the block is a short walk away from the local town with shops and bus connections. The block consists of eight maisonettes all held on leases of 999 years from 25th March 1956. All bar one have a ground rent of £200 per annum and the overall income equates to £1490. The investment is sold with the benefit of this income.

**ACCOMMODATION**

Eight self-contained maisonettes

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

Reading Borough Council 0118 937 3787  
All flats Council Tax Band C

**VIEWING TIMES**

External Viewing Only

**JOINT AUCTIONEER**

Symon Smith & Partners Ltd, 277/281 Oxford Street,  
London W1C 2DL 020 7495 7020



STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**11**

By order of the Charity Commissions  
Joint Interim Managers

23–34 Orchard Close, New Denham,  
Buckinghamshire UB9 4BB

**Guide Price £6,000\***

**FREEHOLD GROUND RENT INVESTMENT**



STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

This freehold investment consists of adjoining blocks made up of twelve maisonettes in total. The property is situated on the outskirts of Uxbridge town centre with its major shopping facilities and station. Denham Roundabout where access is gained to the A40, M40 and M25 is within half a mile. The maisonettes are all held on leases of 999 years from 24th June 1956 with varying ground rents. The total ground rent income equates to £757 and the investment is sold with the benefit of this income.

**ACCOMMODATION**

12 Self Contained Maisonettes

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

South Bucks District Council 01895 837200  
All flats Council tax Band C

**VIEWING TIMES**

External Viewing Only

**JOINT AUCTIONEERS**

Symon Smith & Partners Ltd, 277/281 Oxford Street,  
London W1C 2DL 020 7495 7020



LOT  
**12**

By order of the Charity Commissions  
Joint Interim Managers

Field Court, Field Heath Road,  
Hillingdon, Middlesex UB8 3NH

**Guide Price £6,500\***

**FREEHOLD GROUND RENT INVESTMENT**



STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

This freehold block of four flats is situated adjacent to Hillingdon Hospital and within easy reach of the A4/M4 and A40/M40 road links. Uxbridge town centre with its major shopping precinct and station is within two miles. There may be scope for further development subject to obtaining any necessary consent that may be required. The flats are all held on 999 year lease from 29th September 1955 with ground rents of £200 pa, thus the total income is £800 per annum and the property is sold with the benefit of this ongoing income.

**ACCOMMODATION**

Four self contained flats

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

London Borough of Hillingdon 01895 250111  
All flats Council Tax Band C

**VIEWING TIMES**

External Viewing Only

**JOINT AUCTIONEERS**

Symon Smith & Partners Ltd, 277/281 Oxford Street, London  
W1C 2DL 020 7495 7020



**LOT  
13****By order of a Housing Association****15 Shellfield Close, Stanwell Moor,  
Staines TW19 6BX****Guide Price £180,000\*****ONE BEDROOM STARTER HOME IDEAL  
FOR INVESTMENT**

This one bedroom house is situated within a short walk of Stanwell village. Good road links serve the area with easy access to the M25, M4 and M3 motorways. The property is double glazed and has electric heating. It is generally well presented and sold with vacant possession. This lot will be of interest to investment purchasers and owner occupiers. Please note that under no circumstances will this lot be sold prior to auction.

**ACCOMMODATION**

Porch, Open Plan Lounge/Kitchen, Landing, Bedroom, Bathroom, Garden to Front.

**TENURE**

Freehold

**LOCAL AUTHORITY, TAX RATING & EPC**

Spelthorne Council 01784 451499  
Council Tax Band C EPC Rating: D

**VIEWING TIMES**

By appointment through the Auctioneers All viewings will be arranged subject to Government Covid 19 guidelines.

STARTING BID

FINAL BID

NOTES

 SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN
**LOT  
14****42 West End Lane, Harlington,  
Middlesex UB3 5LT****Guide Price £185,000\*****GROUND FLOOR TWO BEDROOM  
MAISONETTE WITH INVESTMENT INCOME**

This larger than average ground floor two bedroom maisonette is situated in a popular road off High Street, Harlington. Good road links are nearby including the A4 and M4. Heathrow London Airport is within close proximity also. The maisonette has the front garden and garage in a block to the rear. Other benefits include no service charges, double glazed windows, gas central heating and residents permit parking. We understand that the property is let at £1100pcm (£13,200pa) and is sold with the benefit of the ongoing income.

**ACCOMMODATION**

Porch, Entrance Hall, Lounge, Bedroom One, Bedroom Two, Bathroom, Kitchen, Front Garden, Garage to Block.

**TENURE**

Leasehold: 99 Years from 24th June 1968, thus approximately 47 years unexpired. We are informed that the seller is willing to serve a section 42 notice and assign it to the buyer after exchange of contracts and prior to completion. This will of course be at the buyers cost.

**LOCAL AUTHORITY, TAX RATING & EPC**

London Borough of Hillingdon 01895 250111  
Council Tax Band C EPC rating: D

**VIEWING TIMES**

By appointment through the auctioneers subject to Government Covid 19 guidelines.

STARTING BID

FINAL BID

NOTES

 SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**15**

102a Churchfield Road,  
Acton W3 6DH

**Guide Price £145,000\***

## GROUND FLOOR STUDIO FLAT IDEAL FOR INVESTMENT



This ground floor studio flat is situated in a popular location within walking distance of Acton High Street and Acton main line station. Good road links serve the area with easy access onto the A40 providing access to Central London and the M25/M40. Westfield shopping precinct is also within easy reach. The property forms part of a corner dwelling and is sold with vacant possession. It does benefit from gas fired central heating and would benefit from some updating throughout.

### ACCOMMODATION

Entrance Hall, Open Plan Studio Room/Kitchen, lobby, Bathroom.

### TENURE

Leasehold. Approximately 60 years unexpired.

### LOCAL AUTHORITY & TAX RATING

London Borough of Ealing 0208 825 5000  
Council Tax Band B

### VIEWING TIMES

By appointment through the auctioneers subject to Government Covid 19 guidelines.

### JOINT AUCTIONEERS

Citydeal Estates, 115 Churchfield Road, London W3 6AH  
020 8896 0800



STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**16**

By order of the Charity Commissions  
Joint Interim Managers

Briar Court, Forest Road,  
Leytonstone E11 1LD

**Guide Price £1,500\***

## FREEHOLD GROUND RENT INVESTMENT



This purpose built block of 10 flats with garages to rear sits on a spacious plot within walking distance of Leytonstone Central Line Station and Leyton Overground Station. The site may have further development potential subject to obtaining any necessary consent that may be required. Each flat is held on a 999 year lease from 24th June 1963 for a term of 999 years at a ground rent of £15.75 per annum, thus producing an annual income of £157.50. The property is sold with the benefit of this ongoing income.

### ACCOMMODATION

10 self contained apartments.

### TENURE

Freehold

### LOCAL AUTHORITY & TAX RATING

Waltham Forest Council 020 8496 3000  
All Flats Council Tax Band C

### VIEWING TIMES

External Viewing Only

### JOINT AUCTIONEERS

Symon Smith & Partners Ltd, 277/281 Oxford Street,  
London W1C 2DL 020 7495 7020



STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**17**

By order of the Charity Commissions  
Joint Interim Managers

Hedge Court, 103 Hainault Road,  
London E11 1DU

**Guide Price £3,500\***

**FREEHOLD GROUND RENT INVESTMENT**



This 1960s purpose built block consists of nine self-contained flats located within walking distance of Leytonstone Central Line Station and Leyton Overground Station. Each flat is held on a lease of 999 years from 24th June 1963 with varying ground rents. These in total are £483.80 per annum and the investment is sold with this ongoing income.

**ACCOMMODATION**

Nine self-contained flats

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

Waltham Forest Borough Council 020 8496 3000  
The flats are a mixture of Council Tax Bands B and C

**VIEWING TIMES**

External Viewing Only

**JOINT AUCTIONEERS**

Symon Smith & Partners Ltd, 277/281 Oxford Street,  
London W1C 2DL 020 7495 7020



STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**18**

By order of the Charity Commissions  
Joint Interim Managers

Hedgemoor Court, 24 Castle Avenue,  
Highams Park, London E4 9QE

**Guide Price £3,750\***

**FREEHOLD GROUND RENT INVESTMENT**



This freehold ground rent opportunity consists of a 1960s block of 11 flats with garages to the rear. The block is situated in a picturesque part of Highams Park within a short walk of the local overground station. Good road links serve the area including easy access onto the A406 North Circular Road. All of the flats are held on leases of 999 years from 24th June 1963 with varying ground rents. There may be scope for further development subject to obtaining any necessary consent that may be required. The total ground rent income equates to £470.25 and the investment is sold with the benefit of this income.

**ACCOMMODATION**

Eleven self contained flats

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

Waltham Forest Council 020 8496 3000  
All Flats Council Tax Band C

**VIEWING TIMES**

External Viewing Only

**JOINT AUCTIONEERS**

Symon Smith & Partners Ltd, 277/281 Oxford Street,  
London W1C 2DL 020 7495 7020



STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**19**

338 Lionel Road North, Brentford,  
Middlesex TW8 9QX

**Guide Price £650,000\***

## DECEPTIVELY SPACIOUS SIX BEDROOM TERRACED HOUSE



This mid terraced property is set back from Lionel Road North on the opposite side of the road to Gunnersbury Park. South Ealing with local shops and Piccadilly Line rail services is within a short walk. Ealing Broadway with its major shopping facilities and Station (Central, District and Main Line) is within two miles. Good road links include easy access onto the A4 and M4. The property does have double glazing and gas central heating although it is in need of updating and modernisation throughout. The house has a loft conversion and may have scope for a rear extension. We understand a previously approved permission has now expired. This property will be of interest to investors and owner occupiers. It offers scope to become an HMO subject to obtaining any necessary consent that may be required. This lot is sold with vacant possession.

### ACCOMMODATION

Entrance Hall, Living Room, Kitchen/Diner, Cloakroom, First Floor Landing, bedroom one with Ensuite, Bedroom Two, Bedroom Three, Second Floor Landing, Bedroom Four, Bedroom Five, Bedroom Six, Cloakroom, Long Garden to Front and Rear Garden.

### TENURE

Freehold

### LOCAL AUTHORITY & TAX RATING

London Borough of Hounslow 0208 583 400  
Council Tax Band D

### VIEWING TIMES

By appointment through the Auctioneers and subject to Covid-19 guidelines.

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**20**

139 Grange Road, Erdington,  
Birmingham B24 0ES

**Guide Price £550,000\***

## DEVELOPMENT SITE WITH PLANNING GRANTED FOR FOUR SEMI DETACHED DWELLINGS



This freehold development site is situated in a popular tree lined road within easy access of the town centre, Birmingham city centre and the motorway network. The site currently houses a detached bungalow that will require demolition. There has been planning passed for the erection of four x five bedroom semi-detached dwellings under reference 2018/08136/PA. The planning details and drawings are available for inspection within the legal pack. The site that is predominantly rectangular and measuring approximately 1610m<sup>2</sup> (0.397 acres), is sold with full vacant possession and will be of interest to developers.

### ACCOMMODATION

Detached bungalow with planning granted for demolition. Site area 1610m<sup>2</sup> (0.397 acres)

### TENURE

Freehold

### LOCAL AUTHORITY & TAX RATING

Birmingham City Council 0121 303 1111  
Council Tax Band E

### VIEWING TIMES

By appointment through the auctioneers subject to Government Covid 19 guidelines.

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**21**

By Order of the Executors – 50% equity share

38 Lawn Road, Uxbridge,  
Middlesex UB8 2TS

**Guide Price £62,500\***

**GROUND FLOOR FLAT WITH GARDEN  
REQUIRING COMPLETE MODERNISATION**



The property is located within very close proximity of Uxbridge town centre with its main shopping facilities and station serving the Metropolitan and Piccadilly lines. Good road links serve the area including the A40, M40 and M25 that are within one mile. The property is a ground floor one bedroom flat in a very poor state of repair and has its own small area of garden. The flat has its own entrance, gas central heating and double glazing and is close to the River Frays. This property is a shared ownership flat and is being sold with vacant possession on a 50% equity share basis. Any purchaser will subsequently need to approach the housing association with a view to acquiring the staircasing share.

**ACCOMMODATION**

Entrance Hall, Bedroom, Bathroom, Living Room, Kitchen, Own Private Area of Garden.

**TENURE**

Leasehold 99 years from 29th September 1979, thus approximately 59 years unexpired. Ground Rent £15 per annum.

**LOCAL AUTHORITY, TAX RATING & EPC**

London Borough of Hillingdon  
Council Tax Band C EPC rating: D

**VIEWING TIMES**

By appointment through the Auctioneers. All viewings will be arranged subject to government Covid 19 guidelines.

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**22**

18 Ship Lane, Aveley, South  
Ockenden RM15 4HB

**Guide Price £240,000\***

**TWO BEDROOM DETACHED COTTAGE IN  
NEED OF COMPLETE REFURBISHMENT**



This two bedroomed semi detached cottage is situated in a convenient location close to Aveley High Street. The property requires total modernisation throughout and is offered with vacant possession. The property offers spacious accommodation and will be of interest to owner occupiers, developers and investment purchasers. Rail services are available at Purfleet and Chafford Hundred that are both within one and a half miles.

**ACCOMMODATION**

Entrance Hall, Lounge, Kitchen, First floor Landing, Bedroom One, Bedroom Two, Bathroom, West Facing Garden.

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

Thurrock Borough Council 01375 360157  
Council Tax Band B EPC Band E

**VIEWING TIMES**

By appointment through the auctioneers subject to Government Covid 19 Guidelines.

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**23**

9a Montpelier Avenue, Ealing,  
London W5 2XP

**Guide Price £760,000\***

**SITE WITH PLANNING PERMISSION FOR A  
CONTEMPORARY BUILD**



This plot of land located in a prime residential area of Ealing currently consists of a one bedroom bungalow Planning permission, under Ref PP/2015/2624, was granted to demolish the existing building and to construct a contemporary two storey, two bedroom dwelling, internal measurements being approximately 1875 sq ft, with landscaped gardens and a car port with turning circle. Copies of the planning permission and architect drawings will be in the legal pack. We are informed that notice to demolish has been served on the local authority thus planning we understand is implemented. However under the new planning rules, subject to consent a different scheme may well be achievable. The property will be of interest to developers and self home builders.

**ACCOMMODATION**

Existing building: lounge, bathroom, kitchen, bedroom New building: 2 storey, 2 bedroom contemporary house. The overall site area is approximately 1961sf (0.045 acres)

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

London Borough of Ealing 020 8825 5000  
Council Tax Band (existing building): E

**VIEWING TIMES**

By appointment through the Auctioneers subject to Government Covid 19 guidelines.

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**24**

By order of the Charity Commissioners  
Joint Interim Managers

82–88 Webster Gardens, Ealing,  
London W5 5NH

**Guide Price £1,500\***

**FREEHOLD GROUND RENT INVESTMENT**



This freehold ground rent investment consists of a purpose built block of maisonettes with garages to rear. Webster Gardens is located just to the south of Ealing Broadway with its multiple shopping facilities and station (District, Central and Main Lines). South Ealing Piccadilly Line Station is also with easy walking distance. The block consists of four maisonettes each held on leases of 999 years from 24th June 1954 at varying ground rents. The total ground rent income equates to £175.20 and the investment is sold with the benefit of this income.

**ACCOMMODATION**

Four self-contained maisonettes

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

London Borough of Ealing 0208 825 5000  
All flats Council Tax Band D

**VIEWING TIMES**

External viewing only

**JOINT AUCTIONEERS**

Symon Smith & Partners Ltd, 277/281 Oxford Street,  
London W1C 2DL 020 7495 7020



STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**25**

100 Lancaster Avenue, Slough,  
Berkshire SL2 1AX

**Guide Price £140,000\***

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



This first floor maisonette offers two bedroom accommodation and has the benefit of parking to the front and a garden to rear. The property is within close proximity of Slough town centre with its multiple shopping facilities and main line station that serves London Paddington and the West. Good road links serve the area with easy access available to the A4, M4, A40, M40 and M25. The maisonette has been refurbished and benefits include gas-fired central heating and double glazing. The property is sold with vacant possession and will be of interest to investment buyers.

**ACCOMMODATION**

Landing, Bedroom one, Bedroom two, Kitchen, Bathroom, lounge, Off Street Parking, Garden

**TENURE**

Leasehold approximately 45 years unexpired

**LOCAL AUTHORITY & TAX RATING**

Slough Borough Council 01753 475111  
Council Tax Band B EPC Rating F

**VIEWING TIMES**

By appointment through the Auctioneers subject to Covid 19 guidelines

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**26**

**By Order of Receivers**

28 Spring Bank Road, Brampton,  
Chesterfield S40 1NL

**Guide Price £140,000\***

**SPACIOUS SEMI DETACHED DWELLING  
REQUIRING UPDATING**



The property is located in a cul de sac off Foljambe Road within one mile of Chesterfield centre with its shopping facilities, main bus terminus and main line station. Chesterfield is approached via Junction 29 of the M1 that is approximately five miles away. The property is a spacious semi-detached dwelling with cellar and currently consists of four bedrooms. The house is double glazed and has gas fired central heating but it is in need of a great deal of updating and modernisation throughout. There may be scope to convert the property into an HMO or self-contained flats subject to obtaining any necessary planning consent that may be required. There is spacious living space to the ground floor and the cellar is of head height. There is a garden to the rear that is fully overgrown and the general standards of fittings are basic.

**ACCOMMODATION**

Entrance Hall, Through Lounge, Kitchen, Cellar as Two Rooms, First Floor Landing, Bedroom One, Bedroom Two, Bedroom Three, Bathroom, Second Floor Landing, Bedroom Four, Garden.

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

Chesterfield Borough Council  
Council Tax Band B EPC Rating Band E

**VIEWING TIMES**

By appointment through the Auctioneers subject to Government Covid 19 Guidelines.

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**27**

## Land adjacent to Hunters Forstal Road and Arden Road, Kent CT6 7DT

**Guide Price £14,500\***

### FREEHOLD PARCEL OF LAND WITH DEVELOPMENT POTENTIAL



This corner sited plot of land situated at the junction of Arden Road and Hunters Forsal Road is offered for sale with vacant possession. The property is located within easy access of the A229 Thanet Way and within close proximity of Herne Bay. The site may offer potential for development subject to obtaining any necessary planning consent that may be required.

#### ACCOMMODATION

Vacant site approximately 123m<sup>2</sup>.

#### TENURE

Freehold

#### LOCAL AUTHORITY & TAX RATING

Canterbury City Council 01227 781 879

#### VIEWING TIMES

External Viewing Only

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**28**

## 25 Briants Way, Reading, Berkshire RG4 5AY

**Guide Price £150,000\***

### FIRST FLOOR ONE BEDROOM FLAT IDEAL FOR INVESTMENT



This first floor flat is situated in a popular road within walking distance of shops and bus connections. Reading centre with its major facilities and station that connects to London Paddington and the West is within three miles. The M4 motorway is also easily accessible. The flat offers one bedroom accommodation and has been refurbished. It benefits from double glazing and electric heating. This property is sold with vacant possession and will be of interest to investment buyers.

#### ACCOMMODATION

Bedroom, Living Room, Kitchen and Bathroom.

#### TENURE

Leasehold approximately 120 years unexpired

#### LOCAL AUTHORITY & TAX RATING

Reading Borough Council 0118 937 3787

Council Tax Band B EPC Band E

#### VIEWING TIMES

By appointment through the Auctioneers subject to Government Covid 19 guidelines

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**29**

276 Yeading Lane, Hayes,  
Middlesex UB4 9AX

**Guide Price £165,000\***

**SPACIOUS THREE BEDROOM FLAT WITH  
INVESTMENT INCOME**



This first floor three bedroom flat approached via its own entrance benefits from gas fired central heating and double glazing. The property has its own private terrace and has until recently been let on an assured shorthold tenancy at a rent of £1250pcm (£15,000pa) It is now being sold with vacant possession. The property is well situated within easy reach of Hayes town centre with its main line station and good road links serve the area including the A40, A4, M40, M25 and M4. Heathrow London Airport is a few miles to the south. This lot will be of interest to investment purchasers.

**ACCOMMODATION**

Entrance Hall, Bedroom One, Bedroom Two, Bedroom Three, Bathroom, Kitchen, Living Room, Roof Terrace.

**TENURE**

Leasehold approximately 53 years unexpired. We are informed that the seller is in the process of serving a section 42 notice and will assign this to the buyer after exchange of contracts and prior to completion. This will of course be at the buyers cost.

**LOCAL AUTHORITY & TAX RATING**

London Borough of Hillingdon 01895 250111  
Council Tax Band C

**VIEWING TIMES**

By appointment through the Auctioneers

**JOINT AUCTIONEERS**

Charrison Davis, 208 Manor Parade, Harlington,  
Middlesex UB4 9AX 0208 897 1688

**charrison davis**  
Estate Agents

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**30**

By order of the Charity Commissions  
Joint Interim Managers

Lorraine Court, 53 The Avenue,  
Beckenham, Kent BR3 5EQ

**Guide Price £13,500\***

**FREEHOLD GROUND RENT INVESTMENT**



This freehold investment opportunity consists of a block of twelve self-contained apartments. The property is situated within a short walk of Beckenham Junction Station and within easy reach of the town centre. The block sits on a spacious site with garages and may offer further development opportunity subject to obtaining any necessary consent that may be required. The flats are all held on leases of 999 years from 25th December 1957 with various ground rents. The overall ground rent income is £1687 and the property is sold with the benefit of this income.

**ACCOMMODATION**

Freehold Block of 12 Flats

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

London Borough of Bromley 0208 464 3333.  
All flats Council Tax Band C

**VIEWING TIMES**

External Viewing Only

**JOINT AUCTIONEERS**

Symon Smith & Partners Ltd, 277/281 Oxford Street,  
London W1C 2DL 020 7495 7020



STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**31**

By order of the Charity Commissions  
Joint Interim Managers

57–67 Lower Camden, Chislehurst,  
Kent BR7 5JE

**Guide Price £4,500\***

**FREEHOLD GROUND RENT INVESTMENT**



This freehold 1950s block consists of six self-contained maisonettes in well-kept grounds with garages in a block. The property is located close to good road links and within walking distance of Chislehurst main line station. The maisonettes are all held on leases of 999 years from 23rd June 1954 with all but one having a ground rent of £100 per annum. The total ground rent income equates to £550 per annum and the investment is sold with the benefit of this income.

**ACCOMMODATION**

Six self-contained maisonettes

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

London Borough of Bromley 0208 464 3333  
All flats Council Tax Band D

**VIEWING TIMES**

External Viewing Only

**JOINT AUCTIONEERS**

Symon Smith & Partners Ltd, 277/281 Oxford Street,  
London W1C 2DL 020 7495 7020



STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**32**

By Order of the Charity Commissions  
Joint Interim Managers

2–27 Denbigh Close and 41–43  
Frederick Road Cheam, Surrey  
SM1 2HS

**Guide Price £13,500\***

**FREEHOLD GROUND RENT INVESTMENT**



This freehold ground rent investment consists of 16 self-contained flats in a 1950s development with varying ground rent amounts totalling £1710 per annum. The investment is sold with the benefit of this ongoing income. Each lease is held on a 999 year term from 29th January 1957. The development is situated within 150 yards of North Cheam main line station and within easy reach of Cheam High street.

**ACCOMMODATION**

16 Self Contained Flats

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

Sutton Council 020 8770 5000  
All flats Council Tax Band C

**VIEWING TIMES**

External Viewing Only

**JOINT AUCTIONEERS**

Symon Smith & Partners Ltd, 277/281 Oxford Street,  
London W1C 2DL 020 7495 7020



STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**33**

By order of the Charity Commissions  
Joint Interim Managers

127–149 Headley Road, Woodley,  
Reading RG5 4JD

**Guide Price £11,500\***

## FREEHOLD GROUND RENT INVESTMENT



STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

This freehold ground rent opportunity consists of twelve maisonettes set back from Headley Road with ample parking area. Reading is within a few miles and easily accessible as well as providing excellent access onto the M4 motorway. All of the maisonettes are held on leases of 999 years from 24th June 1954 with varying ground rent ranging from £5 to £200. However the current total income amounts to £1465 and the investment is sold with the benefit of this income.

### ACCOMMODATION

12 Self Contained Maisonettes

### TENURE

Freehold

### LOCAL AUTHORITY & TAX RATING

Wokingham Borough Council 0118 974 6000

All flats Council Tax Band B

### VIEWING TIMES

External Viewing Only

### JOINT AUCTIONEERS

Symon Smith & Partners Ltd, 277/281 Oxford Street,  
London W1C 2DL 020 7495 7020



LOT  
**34**

By order of the Charity Commissions  
Joint Interim Managers

Stafford Court, Kingscroft Road,  
Banstead, Surrey SM7 3NE

**Guide Price £6,500\***

## FREEHOLD GROUND RENT INVESTMENT



STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

This freehold ground rent investment consists of a block of four maisonettes built in the 1950s and producing a ground rent income of £200 per flat, thus £800pa in total. The investment is sold with the benefit of this ongoing income. Each lease is held on a term of 999 years from 20th April 1956. The site is located with easy reach of the centre of Banstead in a popular location.

### ACCOMMODATION

Four self contained maisonettes

### TENURE

Freehold

### LOCAL AUTHORITY & TAX RATING

Reigate and Banstead Borough Council 01737 276000

All flats Council Tax Band C

### VIEWING TIMES

External Viewing Only

### JOINT AUCTIONEERS

Symon Smith & Partners Ltd, 277/281 Oxford Street,  
London W1C 2DL 020 7495 7020



LOT  
**35**

By Order of the Charity Commissions  
Joint Interim Managers

27–29 Somerset Road,  
Bournemouth, Dorset BH7 6JJ

**Guide Price £1,000\***

**FREEHOLD GROUND RENT INVESTMENT**



This freehold block of four maisonettes is situated off the A35 Christchurch Road, within one mile of the sea front and within easy access of Bournemouth and Boscombe centres. Good travel links operate in the vicinity. The maisonettes are all held of leases of 999 years from 24th June 1960 with varying ground rents that provide an annual income of £130. The investment is sold with the benefit of this ongoing income.

**ACCOMMODATION**

Four self-contained maisonettes

**TENURE**

Freehold

**LOCAL AUTHORITY & TAX RATING**

BCP Council 01202 451451  
All flats Council Tax Band B

**VIEWING TIMES**

External Viewing Only

**JOINT AUCTIONEERS**

Symon Smith & Partners Ltd, 277/281 Oxford Street,  
London W1C 2DL 020 7495 7020



STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

LOT  
**36**

Flat 27 Grandera House,  
61–73 Staines Road West,  
Sunbury TW16 7FE

**Guide Price £185,000\***

**SECOND FLOOR TWO BEDROOM  
APARTMENT IDEAL FOR INVESTMENT**



This second floor two bedroom apartment forms part of a converted building in the heart of Sunbury close to local shops and road links. The flat is on the second floor and has two bedroom accommodation and underground parking. The property benefits from lift access, security entryphone system, electric heating and double glazing. The property is sold with vacant possession and will be of interest to investment purchasers.

**ACCOMMODATION**

Open Plan Living Room/Kitchen, Bedroom One with Ensuite, Bedroom Two, Bathroom, Underground Parking.

**TENURE**

Leasehold approximately 121 years unexpired

**LOCAL AUTHORITY & TAX RATING**

Spelthorne Borough Council 01784 451499  
Council Tax Band C EPC Band E

**VIEWING TIMES**

By appointment through the auctioneers subject to Government Covid 19 guidelines.

STARTING BID

FINAL BID

NOTES

SOLD  UNSOLD  SOLD PRIOR  WITHDRAWN

# 2020 Auction dates

Monday 17th February

Friday 3rd April

Friday 17th July

Friday 11th September

Friday 30th October

Friday 11th December



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# Common Auction Conditions

Common Auction Conditions (3rd Edition August 2009 – reproduced with the consent of the RICS).

The general conditions (including any extra general conditions) apply to the contract except to the extent that they are varied by special conditions or by an addendum.

## INTRODUCTION

The Common Auction Conditions have been produced for real estate auctions in England and Wales to set a common standard across the industry. They are in three sections:

1. **Glossary** The glossary gives special meanings to certain words used in both sets of conditions.
2. **Auction Conduct Conditions** The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who has a catalogue, or who attends or bids at the auction. They cannot be changed without the auctioneer's agreement. We recommend that these conditions are set out in a two-part notice to bidders in the auction catalogue, part one containing advisory material – which auctioneers can tailor to their needs – and part two the auction conduct conditions.
3. **Sale Conditions** The Sale Conditions govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum.

## Important notice

A prudent buyer will, before bidding for a lot at an auction:

- Take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant;
- Read the conditions;
- Inspect the lot;
- Carry out usual searches and make usual enquiries;
- Check the content of all available leases and other documents relating to the lot;
- Check that what is said about the lot in the catalogue is accurate;
- Have finance available for the deposit and purchase price;
- Check whether VAT registration and election is advisable;

The conditions assume that the buyer has acted like a prudent buyer. If you choose to buy a lot without taking these normal precautions you do so at your own risk.

## GLOSSARY

This glossary applies to the auction conduct conditions and the sale conditions. Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words;
- a "person" includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or re-enacted by the date of the auction or the contract date (as applicable); and
- where the following words printed in bold black type appear in bold blue type they have the specified meanings.

**Actual completion date** The date when completion takes place or is treated as taking place for the purposes of apportionment and calculating interest.

**Addendum** An amendment or addition to the conditions or to the particulars or to both whether contained in a supplement to the catalogue, a written notice from the auctioneers or an oral announcement at the auction.

**Agreed completion date** Subject to condition G9.3: (a) the date specified in the special conditions; or (b) if no date is specified, 20 business days after the contract date; but if that date is not a business day the first subsequent business day.

**Approved financial institution** Any bank or building society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the auctioneers.

**Arrears** Arrears of rent and other sums due under the tenancies and still outstanding on the actual completion date.

**Arrears schedule** The arrears schedule (if any) forming part of the special conditions.

**Auction** The auction advertised in the catalogue.

**Auction conduct conditions** The conditions so headed, including any extra auction conduct conditions.

**Auctioneers** The auctioneers at the auction.

**Business day** Any day except (a) a Saturday or a Sunday; (b) a bank holiday in England and Wales; or (c) Good Friday or Christmas Day.

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

**Catalogue** The catalogue to which the conditions refer including any supplement to it.

**Completion** Unless otherwise agreed between seller and buyer (or their conveyancers) the occasion when both seller and buyer have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.

**Condition** One of the auction conduct conditions or sales conditions.

**Contract** The contract by which the seller agrees to sell and the buyer agrees to buy the lot.

**Contract date** The date of the auction or, if the lot is not sold at the auction: (a) the date of the sale memorandum signed by both the seller and buyer; or (b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

**Documents** Documents of title (including, if title is registered, the entries on the register and the title plan) and other documents listed or referred to in the special conditions relating to the lot.

**Financial charge** A charge to secure a loan or other financial indebtedness (not including a rentcharge).

**General conditions** That part of the sale conditions so headed, including any extra general conditions.

**Interest rate** If not specified in the special conditions, 4% above the base rate from time to time of Barclays Bank plc. (The interest rate will also apply to judgment debts, if applicable.)

**Lot** Each separate property described in the catalogue or (as the case may be) the property that the seller has agreed to sell and the buyer to buy (including chattels, if any).

**Old arrears** Arrears due under any of the tenancies that are not "new tenancies" as defined by the Landlord and Tenant (Covenants) Act 1995.

**Particulars** The section of the catalogue that contains descriptions of each lot (as varied by any addendum).

**Practitioner** An insolvency practitioner for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, any similar official).

**Price** The price that the buyer agrees to pay for the lot.

**Ready to complete** Ready, willing and able to complete: if completion would enable the seller to discharge all financial charges secured on the lot that have to be discharged by completion, then those outstanding financial charges do not prevent the seller from being ready to complete.

**Sale conditions** The general conditions as varied by any special conditions or addendum.

**Sale memorandum** The form so headed (whether or not set out in the catalogue) in which the terms of the contract for the sale of the lot are recorded.

**Seller** The person selling the lot. If two or more are jointly the seller their obligations can be enforced against them jointly or against each of them separately.

**Special conditions** Those of the sale conditions so headed that relate to the lot.

**Tenancies** Tenancies, leases, licences to occupy and agreements for lease and any documents varying or supplemental to them.

**Tenancy schedule** The tenancy schedule (if any) forming part of the special conditions.

**Transfer** Transfer includes a conveyance or assignment (and "to transfer" includes "to convey" or "to assign").

**TUPE** The Transfer of Undertakings (Protection of Employment) Regulations 2006.

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

**VAT option** An option to tax.

**We** (and **us** and **our**) The auctioneers.

**You** (and **your**) Someone who has a copy of the catalogue or who attends or bids at the auction, whether or not a buyer.

## AUCTION CONDUCT CONDITIONS

### A1 Introduction

A1.1 Words in bold blue type have special meanings, which are defined in the Glossary.

A1.2 The catalogue is issued only on the basis that you accept these auction conduct conditions. They govern our relationship with you and cannot be disapplied or varied by the sale conditions (even by a condition purporting to replace the whole of the Common Auction Conditions). They can be varied only if we agree.

### A2 Our role

A2.1 As agents for each seller we have authority to:

- (a) prepare the catalogue from information supplied by or on behalf of each seller;
- (b) offer each lot for sale;
- (c) sell each lot;
- (d) receive and hold deposits;
- (e) sign each sale memorandum; and
- (f) treat a contract as repudiated if the buyer fails to sign a sale memorandum or pay a deposit as required by these auction conduct conditions.

A2.2 Our decision on the conduct of the auction is final.

A2.3 We may cancel the auction, or alter the order in which lots are offered for sale. We may also combine or divide lots. A lot may be sold or withdrawn from sale prior to the auction.

A2.4 You acknowledge that to the extent permitted by law we owe you no duty of care and you have no claim against us for any loss.

### A3 Bidding and reserve prices

A3.1 All bids are to be made in pounds sterling exclusive of any applicable VAT.

A3.2 We may refuse to accept a bid. We do not have to explain why.

A3.3 If there is a dispute over bidding we are entitled to resolve it, and our decision is final.

A3.4 Unless stated otherwise each lot is subject to a reserve price (which may be fixed just before the lot is offered for sale). If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction.

A3.5 Where there is a reserve price the seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller.

A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the seller might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always – as the seller may fix the final reserve price just before bidding commences.

### A4 The particulars and other information

A4.1 We have taken reasonable care to prepare particulars that correctly describe each lot. The particulars are based on information supplied by or on behalf of the seller. You need to check that the information in the particulars is correct.

A4.2 If the special conditions do not contain a description of the lot, or simply refer to the relevant lot number, you take the risk that the description contained in the particulars is incomplete or inaccurate, as the particulars have not been prepared by a conveyancer and are not intended to form part of a legal contract.

A4.3 The particulars and the sale conditions may change prior to the auction and it is your responsibility to check that you have the correct versions.

A4.4 If we provide information, or a copy of a document, provided by others we do so only on the basis that we are not responsible for the accuracy of that information or document.

### A5 The contract

A5.1 A successful bid is one we accept as such (normally on the fall of the hammer). This condition A5 applies to you if you make the successful bid for a lot.

A5.2 You are obliged to buy the lot on the terms of the sale memorandum at the price you bid plus VAT (if applicable).

A5.3 You must before leaving the auction:

- (a) provide all information we reasonably need from you to enable us to complete the sale

- memorandum (including proof of your identity if required by us);
- (b) sign the completed sale memorandum; and
  - (c) pay the deposit.
- A5.4 If you do not we may either:
- (a) as agent for the seller treat that failure as your repudiation of the contract and offer the lot for sale again: the seller may then have a claim against you for breach of contract; or
  - (b) sign the sale memorandum on your behalf.
- A5.5 The deposit:
- (a) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the seller, but otherwise is to be held as stated in the sale conditions; and
  - (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to us on an approved financial institution. The extra auction conduct conditions may state if we accept any other form of payment.
- A5.6 We may retain the sale memorandum signed by or on behalf of the seller until the deposit has been received in cleared funds.
- A5.7 If the buyer does not comply with its obligations under the contract then:
- (a) you are personally liable to buy the lot even if you are acting as an agent; and
  - (b) you must indemnify the seller in respect of any loss the seller incurs as a result of the buyer's default.
- A5.8 Where the buyer is a company you warrant that the buyer is properly constituted and able to buy the lot.

**Words that are capitalised have special meanings, which are defined in the Glossary.**

The general conditions (including any extra general conditions) apply to the contract except to the extent that they are varied by special conditions or by an addendum.

**G1. The lot**

- G1.1 The lot (including any rights to be granted or reserved, and any exclusions from it) is described in the special conditions, or if not so described the lot is that referred to in the sale memorandum.
- G1.2 The lot is sold subject to any tenancies disclosed by the special conditions, but otherwise with vacant possession on completion.
- G1.3 The lot is sold subject to all matters contained or referred to in the documents, but excluding any financial charges: these the seller must discharge on or before completion.
- G1.4 The lot is also sold subject to such of the following as may affect it, whether they arise before or after the contract date and whether or not they are disclosed by the seller or are apparent from inspection of the lot or from the documents:
- (a) matters registered or capable of registration as local land charges;
  - (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
  - (c) notices, orders, demands, proposals and requirements of any competent authority;
  - (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
  - (e) rights, easements, quasi-easements, and wayleaves;
  - (f) outgoing and other liabilities;
  - (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
  - (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the buyer has made them; and
  - (i) anything the seller does not and could not reasonably know about.
- G1.5 Where anything subject to which the lot is sold would expose the seller to liability the buyer is to comply with it and indemnify the seller against that liability.
- G1.6 The seller must notify the buyer of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the contract date but the buyer must comply with them and keep the seller indemnified.
- G1.7 The lot does not include any tenant's or trade fixtures or fittings.
- G1.8 Where chattels are included in the lot the buyer takes them as they are at completion and the seller is not liable if they are not fit for use.
- G1.9 The buyer buys with full knowledge of:
- (a) the documents, whether or not the buyer has read them; and
  - (b) the physical condition of the lot and what could reasonably be discovered on inspection of it, whether or not the buyer has inspected it.
- G1.10 The buyer is not to rely on the information contained in the particulars but may rely on the seller's conveyancer's written replies to preliminary enquiries to the extent stated in those replies.

**G2. Deposit**

- G2.1 The amount of the deposit is the greater of:
- (a) any minimum deposit stated in the auction conduct conditions (or the total price, if this is less than that minimum); and
  - (b) 10% of the price (exclusive of any VAT on the price).
- G2.2 The deposit
- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an approved financial institution (or by any other means of payment that the auctioneers may accept); and
  - (b) is to be held as stakeholder unless the auction conduct conditions provide that it is to be held as agent for the seller.
- G2.3 Where the auctioneers hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the seller on completion or, if completion does not take place, to the person entitled to it under the sale conditions.
- G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the seller may treat the contract as at an end and bring a claim against the buyer for breach of contract.
- G2.5 Interest earned on the deposit belongs to the seller unless the sale conditions provide otherwise.

**G3. Between contract and completion**

- G3.1 Unless the special conditions state otherwise, the seller is to insure the lot from and including the contract date to completion and:
- (a) produce to the buyer on request all relevant insurance details;
  - (b) pay the premiums when due;
  - (c) if the buyer so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
  - (d) at the request of the buyer use reasonable endeavours to have the buyer's interest noted on the policy if it does not cover a contracting purchaser;
  - (e) unless otherwise agreed, cancel the insurance at completion, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the buyer; and
  - (f) (subject to the rights of any tenant or other third party) hold on trust for the buyer any insurance payments that the seller receives in respect of loss or damage arising after the contract date or assign to the buyer the benefit of any claim; and the buyer must on completion reimburse to the seller the cost of that insurance (to the extent not already paid by the buyer or a tenant or other third party) for the period from and including the contract date to completion.
- G3.2 No damage to or destruction of the lot nor any deterioration in its condition, however caused, entitles the buyer to any reduction in price, or to delay completion, or to refuse to complete.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion.

**G4. Title and identity**

- G4.1 Unless condition G4.2 applies, the buyer accepts the title of the seller to the lot as at the contract date and may raise no requisition or objection except in relation to any matter that occurs after the contract date.
- G4.2 If any of the documents is not made available before the auction the following provisions apply:
- (a) The buyer may raise no requisition or objection to any of the documents that is made available before the auction.
  - (b) If the lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.
  - (c) If the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or an examined copy of every relevant document.
  - (d) If title is in the course of registration, title is to consist of certified copies of:
    - (i) the application for registration of title made to the land registry;
    - (ii) the documents accompanying that application;
    - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and

- (iv) a letter under which the seller or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the buyer.
  - (e) The buyer has no right to object to or make requisitions on any title information more than seven business days after that information has been given to the buyer.
- G4.3 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):
- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the buyer; and
  - (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the lot where the lot is leasehold property.
- G4.4 The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract.
- G4.5 The seller does not have to produce, nor may the buyer object to or make a requisition in relation to, any prior or superior title even if it is referred to in the documents.
- G4.6 The seller (and, if relevant, the buyer) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the conditions apply.

**G5. Transfer**

- G5.1 Unless a form of transfer is prescribed by the special conditions:
- (a) the buyer must supply a draft transfer to the seller at least ten business days before the agreed completion date and the engrossment (signed as a deed by the buyer if condition G5.2 applies) five business days before that date or (if later) two business days after the draft has been approved by the seller; and
  - (b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer.
- G5.2 If the seller remains liable in any respect in relation to the lot (or a tenancy) following completion the buyer is specifically to covenant in the transfer to indemnify the seller against that liability.
- G5.3 The seller cannot be required to transfer the lot to anyone other than the buyer, or by more than one transfer.

**G6. Completion**

- G6.1 Completion is to take place at the offices of the seller's conveyancer, or where the seller may reasonably require, on the agreed completion date. The seller can only be required to complete on a business day and between the hours of 0930 and 1700.
- G6.2 The amount payable on completion is the balance of the price adjusted to take account of apportionments plus (if applicable) VAT and interest.
- G6.3 Payment is to be made in pounds sterling and only by:
- (a) direct transfer to the seller's conveyancer's client account; and
  - (b) the release of any deposit held by a stakeholder.
- G6.4 Unless the seller and the buyer otherwise agree, completion cannot take place until both have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.
- G6.5 If completion takes place after 1400 hours for a reason other than the seller's default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next business day.
- G6.6 Where applicable the contract remains in force following completion.

**G7. Notice to complete**

- G7.1 The seller or the buyer may on or after the agreed completion date but before completion give the other notice to complete within ten business days (excluding the date on which the notice is given) making time of the essence.
- G7.2 The person giving the notice must be ready to complete.
- G7.3 If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has:
- (a) terminate the contract;
  - (b) claim the deposit and any interest on it if held by a stakeholder;

- (c) forfeit the deposit and any interest on it;
  - (d) resell the lot; and
  - (e) claim damages from the buyer.
- G7.4 If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has:
- (a) terminate the contract; and
  - (b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.
- G8. If the contract is brought to an end**  
If the contract is lawfully brought to an end:
- (a) the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and
  - (b) the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the seller is entitled to forfeit the deposit under condition G7.3.
- G9. Landlord's licence**
- G9.1 Where the lot is or includes leasehold land and licence to assign is required this condition G9 applies.
- G9.2 The contract is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- G9.3 The agreed completion date is not to be earlier than the date five business days after the seller has given notice to the buyer that licence has been obtained.
- G9.4 The seller must:
- (a) use all reasonable endeavours to obtain the licence at the seller's expense; and
  - (b) enter into any authorised guarantee agreement properly required.
- G9.5 The buyer must:
- (a) promptly provide references and other relevant information; and
  - (b) comply with the landlord's lawful requirements.
- G9.6 If within three months of the contract date (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition G9) by notice to the other terminate the contract at any time before licence is obtained. That termination is without prejudice to the claims of either seller or buyer for breach of this condition G9.
- G10. Interest and apportionments**
- G10.1 If the actual completion date is after the agreed completion date for any reason other than the seller's default the buyer must pay interest at the interest rate on the price (less any deposit paid) from the agreed completion date up to and including the actual completion date.
- G10.2 Subject to condition G11 the seller is not obliged to apportion or account for any sum at completion unless the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds.
- G10.3 Income and outgoings are to be apportioned at actual completion date unless:
- (a) the buyer is liable to pay interest; and
  - (b) the seller has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer;
  - in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.
- G10.4 Apportionments are to be calculated on the basis that:
- (a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
  - (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
  - (c) where the amount to be apportioned is not known at completion apportionment is to be made by reference to a reasonable estimate and further payment is to be made by seller or buyer as appropriate within five business days of the date when the amount is known.
- G11. Arrears**  
**Part 1 Current rent**
- G11.1 "Current rent" means, in respect of each of the tenancies subject to which the lot is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding completion.
- G11.2 If on completion there are any arrears of current rent the buyer must pay them, whether or not details of those arrears are given in the special conditions.
- G11.3 Parts 2 and 3 of this condition G11 do not apply to arrears of current rent.
- Part 2 Buyer to pay for arrears**
- G11.4 Part 2 of this condition G11 applies where the special conditions give details of arrears.
- G11.5 The buyer is on completion to pay, in addition to any other money then due, an amount equal to all arrears of which details are set out in the special conditions.
- G11.6 If those arrears are not old arrears the seller is to assign to the buyer all rights that the seller has to recover those arrears.
- Part 3 Buyer not to pay for arrears**
- G11.7 Part 3 of this condition G11 applies where the special conditions:
- (a) so state; or
  - (b) give no details of any arrears.
- G11.8 While any arrears due to the seller remain unpaid the buyer must:
- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;
  - (b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment);
  - (c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require;
  - (d) if reasonably required, allow the seller's conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the buyer's order;
  - (e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and
  - (f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to part 3 of this condition G11.
- G11.9 Where the seller has the right to recover arrears it must not without the buyer's written consent bring insolvency proceedings against a tenant or seek the removal of goods from the lot.
- G12. Management**
- G12.1 This condition G12 applies where the lot is sold subject to tenancies.
- G12.2 The seller is to manage the lot in accordance with its standard management policies pending completion.
- G12.3 The seller must consult the buyer on all management issues that would affect the buyer after completion (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a tenancy; or a new tenancy or agreement to grant a new tenancy) and:
- (a) the seller must comply with the buyer's reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the seller to a liability that the seller would not otherwise have, in which case the seller may act reasonably in such a way as to avoid that liability;
  - (b) if the seller gives the buyer notice of the seller's intended act and the buyer does not object within five business days giving reasons for the objection the seller may act as the seller intends; and
  - (c) the buyer is to indemnify the seller against all loss or liability the seller incurs through acting as the buyer requires, or by reason of delay caused by the buyer.
- G13. Rent deposits**
- G13.1 This condition G13 applies where the seller is holding or otherwise entitled to money by way of rent deposit in respect of a tenancy. In this condition G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.
- G13.2 If the rent deposit is not assignable the seller must on completion hold the rent deposit on trust for the buyer and, subject to the terms of the rent deposit deed, comply at the cost of the buyer with the buyer's lawful instructions.
- G13.3 Otherwise the seller must on completion pay and assign its interest in the rent deposit to the buyer under an assignment in which the buyer covenants with the seller to:
- (a) observe and perform the seller's covenants and conditions in the rent deposit deed and indemnify the seller in respect of any breach;
  - (b) give notice of assignment to the tenant; and
  - (c) give such direct covenant to the tenant as may be required by the rent deposit deed.
- G14. VAT**
- G14.1 Where a sale condition requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.
- G14.2 Where the special conditions state that no VAT option has been made the seller confirms that none has been made by it or by any company in the same VAT group nor will be prior to completion.
- G15. Transfer as a going concern**
- G15.1 Where the special conditions so state:
- (a) the seller and the buyer intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
  - (b) this condition G15 applies.
- G15.2 The seller confirms that the seller
- (a) is registered for VAT, either in the seller's name or as a member of the same VAT group; and
  - (b) has (unless the sale is a standard-rated supply) made in relation to the lot a VAT option that remains valid and will not be revoked before completion.
- G15.3 The buyer confirms that:
- (a) it is registered for VAT, either in the buyer's name or as a member of a VAT group;
  - (b) it has made, or will make before completion, a VAT option in relation to the lot and will not revoke it before or within three months after completion;
  - (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
  - (d) it is not buying the lot as a nominee for another person.
- G15.4 The buyer is to give to the seller as early as possible before the agreed completion date evidence:
- (a) of the buyer's VAT registration;
  - (b) that the buyer has made a VAT option; and
  - (c) that the VAT option has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two business days before the agreed completion date, condition G14.1 applies at completion.
- G15.5 The buyer confirms that after completion the buyer intends to:
- (a) retain and manage the lot for the buyer's own benefit as a continuing business as a going concern subject to and with the benefit of the tenancies; and
  - (b) collect the rents payable under the tenancies and charge VAT on them
- G15.6 If, after completion, it is found that the sale of the lot is not a transfer of a going concern then:
- (a) the seller's conveyancer is to notify the buyer's conveyancer of that finding and provide a VAT invoice in respect of the sale of the lot;
  - (b) the buyer must within five business days of receipt of the VAT invoice pay to the seller the VAT due; and
  - (c) if VAT is payable because the buyer has not complied with this condition G15, the buyer must pay and indemnify the seller against all costs, interest, penalties or surcharges that the seller incurs as a result.
- G16. Capital allowances**
- G16.1 This condition G16 applies where the special conditions state that there are capital allowances available in respect of the lot.
- G16.2 The seller is promptly to supply to the buyer all information reasonably required by the buyer in connection with the buyer's claim for capital allowances.
- G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the special conditions.
- G16.4 The seller and buyer agree:
- (a) to make an election on completion under Section 198 of the Capital Allowances Act 2001 to give effect to this condition G16; and
  - (b) to submit the value specified in the special conditions to HM Revenue and Customs for the purposes of their respective capital allowance computations.
- G17. Maintenance agreements**
- G17.1 The seller agrees to use reasonable endeavours to transfer to the buyer, at the buyer's cost, the benefit of the maintenance agreements specified in the special conditions.
- G17.2 The buyer must assume, and indemnify the seller in respect of, all liability under such contracts from the actual completion date.
- G18. Landlord and Tenant Act 1987**
- G18.1 This condition G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.
- G18.2 The seller warrants that the seller has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.
- G19. Sale by practitioner**
- G19.1 This condition G19 applies where the sale is by a practitioner either as seller or as agent of the seller.

- G19.2 The practitioner has been duly appointed and is empowered to sell the lot.
- G19.3 Neither the practitioner nor the firm or any member of the firm to which the practitioner belongs has any personal liability in connection with the sale or the performance of the seller's obligations. The transfer is to include a declaration excluding that personal liability.
- G19.4 The lot is sold:
- (a) in its condition at completion;
  - (b) for such title as the seller may have; and
  - (c) with no title guarantee; and the buyer has no right to terminate the contract or any other remedy if information provided about the lot is inaccurate, incomplete or missing.
- G19.5 Where relevant:
- (a) the documents must include certified copies of those under which the practitioner is appointed, the document of appointment and the practitioner's acceptance of appointment; and
  - (b) the seller may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925.
- G19.6 The buyer understands this condition G19 and agrees that it is fair in the circumstances of a sale by a practitioner.
- G20. TUPE**
- G20.1 If the special conditions state "There are no employees to which TUPE applies", this is a warranty by the seller to this effect.
- G20.2 If the special conditions do not state "There are no employees to which TUPE applies" the following paragraphs apply:
- (a) The seller must notify the buyer of those employees whose contracts of employment will transfer to the buyer on completion (the "Transferring Employees"). This notification must be given to the buyer not less than 14 days before completion.
  - (b) The buyer confirms that it will comply with its obligations under TUPE and any special conditions in respect of the Transferring Employees.
  - (c) The buyer and the seller acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the seller will transfer to the buyer on completion.
  - (d) The buyer is to keep the seller indemnified against all liability for the Transferring Employees after completion.
- G21. Environmental**
- G21.1 This condition G21 only applies where the special conditions so provide.
- G21.2 The seller has made available such reports as the seller has as to the environmental condition of the lot and has given the buyer the opportunity to carry out investigations (whether or not the buyer has read those reports or carried out any investigation) and the buyer admits that the price takes into account the environmental condition of the lot.
- G21.3 The buyer agrees to indemnify the seller in respect of all liability for or resulting from the environmental condition of the lot.
- G22. Service Charge**
- G22.1 This condition G22 applies where the lot is sold subject to tenancies that include service charge provisions.
- G22.2 No apportionment is to be made at completion in respect of service charges.
- G22.3 Within two months after completion the seller must provide to the buyer a detailed service charge account for the service charge year current on completion showing:
- (a) service charge expenditure attributable to each tenancy;
  - (b) payments on account of service charge received from each tenant;
  - (c) any amounts due from a tenant that have not been received;
  - (d) any service charge expenditure that is not attributable to any tenancy and is for that reason irrecoverable.
- G22.4 In respect of each tenancy, if the service charge account shows that:
- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the seller must pay to the buyer an amount equal to the excess when it provides the service charge account;
  - (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the buyer must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the seller within five business days of receipt in cleared funds; but in respect of payments on account that are still due from a tenant condition G11 (arrears) applies.
- G22.5 In respect of service charge expenditure that is not attributable to any tenancy the seller must pay the expenditure incurred in respect of the period before actual completion date and the buyer must pay the expenditure incurred in respect of the period after actual completion date. Any necessary monetary adjustment is to be made within five business days of the seller providing the service charge account to the buyer.
- G22.6 If the seller holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:
- (a) the seller must pay it (including any interest earned on it) to the buyer on completion; and
  - (b) the buyer must covenant with the seller to hold it in accordance with the terms of the tenancies and to indemnify the seller if it does not do so.
- G23. Rent reviews**
- G23.1 This condition G23 applies where the lot is sold subject to a tenancy under which a rent review due on or before the actual completion date has not been agreed or determined.
- G23.2 The seller may continue negotiations or rent review proceedings up to the actual completion date but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the buyer, such consent not to be unreasonably withheld or delayed.
- G23.3 Following completion the buyer must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the seller, such consent not to be unreasonably withheld or delayed.
- G23.4 The seller must promptly:
- (a) give to the buyer full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
  - (b) use all reasonable endeavours to substitute the buyer for the seller in any rent review proceedings.
- G23.5 The seller and the buyer are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- G23.6 When the rent review has been agreed or determined the buyer must account to the seller for any increased rent and interest recovered from the tenant that relates to the seller's period of ownership within five business days of receipt of cleared funds.
- G23.7 If a rent review is agreed or determined before completion but the increased rent and any interest recoverable from the tenant has not been received by completion the increased rent and any interest recoverable is to be treated as arrears.
- G23.8 The seller and the buyer are to bear their own costs in relation to rent review negotiations and proceedings.
- G24. Tenancy renewals**
- G24.1 This condition G24 applies where the tenant under a tenancy has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- G24.2 Where practicable, without exposing the seller to liability or penalty, the seller must not without the written consent of the buyer (which the buyer must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- G24.3 If the seller receives a notice the seller must send a copy to the buyer within five business days and act as the buyer reasonably directs in relation to it.
- G24.4 Following completion the buyer must:
- (a) with the co-operation of the seller take immediate steps to substitute itself as a party to any proceedings;
  - (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the tenancy and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
  - (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed tenancy) account to the seller for the part of that increase that relates to the seller's period of ownership of the lot within five business days of receipt of cleared funds.
- G24.5 The seller and the buyer are to bear their own costs in relation to the renewal of the tenancy and any proceedings relating to this.
- G25. Warranties**
- G25.1 Available warranties are listed in the special conditions.
- G25.2 Where a warranty is assignable the seller must:
- (a) on completion assign it to the buyer and give notice of assignment to the person who gave the warranty; and
  - (b) apply for (and the seller and the buyer must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by completion the warranty must be assigned within five business days after the consent has been obtained.
- G25.3 If a warranty is not assignable the seller must after completion:
- (a) hold the warranty on trust for the buyer; and
  - (b) at the buyer's cost comply with such of the lawful instructions of the buyer in relation to the warranty as do not place the seller in breach of its terms or expose the seller to any liability or penalty.
- G26. No assignment**
- The buyer must not assign, mortgage or otherwise transfer or part with the whole or any part of the buyer's interest under this contract.
- G27. Registration at the Land Registry**
- G27.1 This condition G27.1 applies where the lot is leasehold and its sale either triggers first registration or is a registrable disposition. The buyer must at its own expense and as soon as practicable:
- (a) procure that it becomes registered at Land Registry as proprietor of the lot;
  - (b) procure that all rights granted and reserved by the lease under which the lot is held are properly noted against the affected titles; and
  - (c) provide the seller with an official copy of the register relating to such lease showing itself registered as proprietor.
- G27.2 This condition G27.2 applies where the lot comprises part of a registered title. The buyer must at its own expense and as soon as practicable:
- (a) apply for registration of the transfer;
  - (b) provide the seller with an official copy and title plan for the buyer's new title; and
  - (c) join in any representations the seller may properly make to Land Registry relating to the application.
- G28. Notices and other communications**
- G28.1 All communications, including notices, must be in writing. Communication to or by the seller or the buyer may be given to or by their conveyancers.
- G28.2 A communication may be relied on if:
- (a) delivered by hand; or
  - (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
  - (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the sale memorandum) by a postal service that offers normally to deliver mail the next following business day.
- G28.3 A communication is to be treated as received:
- (a) when delivered, if delivered by hand; or
  - (b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a business day a communication is to be treated as received on the next business day.
- G28.4 A communication sent by a postal service that offers normally to deliver mail the next following business day will be treated as received on the second business day after it has been posted.
- G29. Contracts**
- (Rights of Third Parties) Act 1999 No one is intended to have any benefit under the contract pursuant to the Contract (Rights of Third Parties) Act 1999.

## Extra General Conditions

Applicable for all lots where the Common Auction Conditions apply.

- The Deposit**
  - General Conditions A5.5a shall be deemed to be deleted and replaced by the following: A5.5a. The Deposit:
    - 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)
    - 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
- 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.
- 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.

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