



The Property People

## Land and property auction

The Francis Hotel, Queen Square, Bath BA1 2HH

Tuesday 11 October 2011 6:30pm

[carterjonas.co.uk](http://carterjonas.co.uk)

# Important notes to be read by all bidders



## **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 Terms and Conditions assume that the buyer has acted as a prudent buyer.**

### **If you choose to buy a lot without taking these normal precautions, you do so at your own risk.**

1. Unless otherwise stated, each Lot is sold subject to the Common Auction Conditions for auctions of real estate in England and Wales (Edition 3 – August 2009) and to the Special Conditions of Sale, applicable to each lot, along with the conditions contained in this Notice numbered 1- 16 inclusive. A copy of these conditions should be available in the legal pack provided by the seller's solicitors or direct from the Auctioneers. These conditions are legally binding and a purchaser is deemed to have read and understood these prior to bidding.
2. Prospective purchasers shall be deemed to have inspected the relevant property and made all the usual and necessary searches and enquiries with all relevant authorities and other bodies.
3. Subject to the General and Special Conditions, as soon as the Auctioneer's hammer falls on a bid, the successful bidder is under a binding contract to purchase the relevant property.
4. Following the fall of the hammer, the successful bidder must immediately present to the Auctioneer's clerk his name and address, and if appropriate, the name and address of the person or company on whose behalf he has been bidding. In default of such information being provided at once, the Auctioneer shall be entitled to re-submit the property for sale. This information will be used to complete a Memorandum of Sale, which the successful bidder must sign and exchange prior to leaving the room and at the same time present a deposit of 10% of the purchase price or £2,000 (whichever is the higher).
5. Prospective purchasers are strongly advised to check these particulars as to measurements, areas and all other matters to which the properties are expressed to be subject to, or have the benefit of and in respect of any contents, fixtures or fittings expressed to be included in the sale by making inspection of the property and all necessary enquiries to Carter Jonas, the Vendor, the Vendor's appropriate advisors and all other appropriate authorities. All measurements and areas referred to in these particulars are approximate only.
6. Nothing in these particulars shall be deemed to be a statement that the property is in good condition or otherwise nor that any services or facilities are in good working order.
7. The photographs appearing in these particulars show only a certain part and aspect of the property at the time when the photographs were taken. Certain aspects may have changed since the photographs were taken and it should not be presumed that the property remains precisely as displayed in the photograph. Furthermore, no assumptions should be made in respect of parts of the property, which are not shown in the photograph, and it should be noted that the photograph may show property which is not included with that which is being offered for sale.
8. All location plans published in the Particulars of Sale are to enable prospective purchasers to locate the property only. The plans are photographically reproduced and therefore not to scale and are not intended to depict the interest to be sold and are expressly excluded from any contract. Any arrows on photographs are again only to enable prospective purchasers to locate the property and are not intended to depict the interest to be sold. Purchasers are advised to view the precise interest to be conveyed.
9. The Auctioneers reserve the right to sell any lot or lots or any part of any lot before the auction, to alter the order of the sale or to amalgamate lots or divide lots or to withdraw the whole or any lot or parts thereof. Prospective buyers are therefore advised to check with the Auctioneers prior to the auction that a lot has not been sold prior, withdrawn or amalgamated.
10. Each lot is sold subject to a reserve price and the vendor reserves the right to bid up to the reserve price through the Auctioneer at the auction.
11. Should any dispute arise between the vendor and the purchaser before completion as to any point whatsoever contained in these particulars or as to their interpretation, the matter in dispute shall be referred to the arbitration of the Auctioneers whose decision shall be final and binding on all parties and who shall decide how the cost of such reference shall be borne.
12. Prospective purchasers are strongly advised to view the Special Conditions of Sale and additional information appertaining to each lot, which are available separately from the relevant Auctioneer's office or the offices of the acting solicitors.
13. Prospective purchasers are reminded that no questions will be invited after the commencement of the sale. The Auctioneers and solicitors will be available approximately half an hour prior to the commencement of the sale to answer any last minute queries, however, prospective purchasers are recommended to make any enquiries before the day of the sale.
14. Bids will be regulated entirely at the discretion of the Auctioneer.
15. Registration and proof of identity. Prospective purchasers wishing to bid at the auction will be required to complete the Bidders Registration Form. In compliance with the Money Laundering Act, you must provide proof of identity including name and residential address. Some examples of acceptable documentation are: Current Passport; Current UK photo card Driving license; Utility Bill issued in the last 3 months. Once the bidders registration form is completed you will be given a bidding number without which you will be unable to bid.
16. Buyers administration Fee. Each successful bidder will be required to pay an administration fee of £350 inclusive of VAT on exchange of contracts at the end of the auction. Cheques are made payable to Carter Jonas.

# Order of Sale

Tuesday 11 October 2011, The Francis Hotel, Queen Square, Bath at 6.30pm

**Lot 1:** 4.90 acres at Steeple Ashton, Trowbridge, Wiltshire

**Lot 2:** Vale House, Lower Writhlington, Radstock, Somerset

**Lot 3:** 6.73 acres at Great Cheverell, Devizes, Wiltshire

**Lot 4:** 1 & 2 The Meads, Ashworth Road, Great Western Way, Swindon, Wiltshire

**Lot 5:** 2.69 acres at Hay Lane, Wroughton, Swindon, Wiltshire

**Lot 6:** 4 Market Place, Westbury, Wiltshire

**Lot 7:** The Sun Inn, Liddington, Swindon, Wiltshire



The Francis Hotel, Queen Square, Bath BA1 2HH  
Tuesday 11 October 2011

## Contact details

Auction Office  
5 & 6 Wood Street  
Bath BA1 2JQ

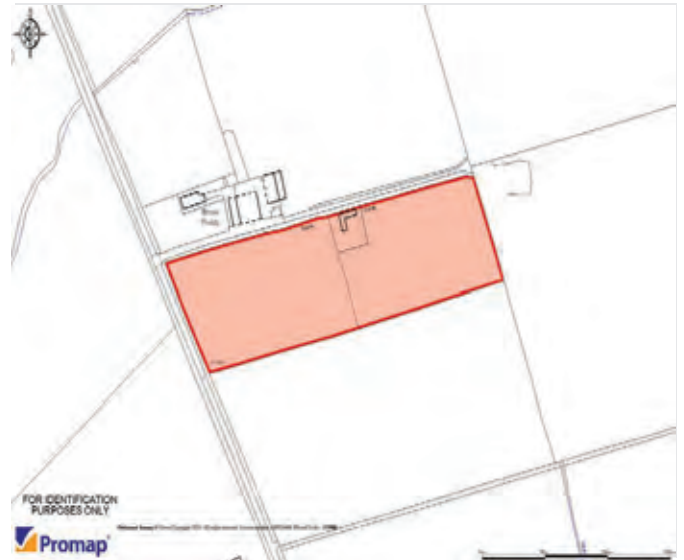
T: 01225 750900  
T: 07801 666177 (Sale day only)

# Lot 1

4.90 acres with Stabling at Steeple Ashton,  
Trowbridge, Wiltshire BA14 6HP

Guide Price £60,000 - £80,000

An area of pasture land benefitting from a range of stables on hard standing. In all, the property extends to approximately 4.90 acres (1.98 ha).



## Location

The land and stables are located approximately 1 mile to the south of the village of Steeple Ashton and approximately 2 miles east of Trowbridge. Access is via a right of way over a private track, to a parking and turning area.

## Description

Pasture land currently used for equestrian purposes, in 2 enclosures of approximately 2.57 acres (1.04 ha) and 2.15 acres (0.87 ha). A range of 5 stables with a store on hard standing is located to the north of the property. The yard area and fields are bordered with post and rail fencing and mature hedgerows.

## Services

It is understood that mains water is currently connected to the stables and the pasture land. The stables benefit from electrical fittings although the supply will be subject to the purchaser's own investigations and arrangements.

## Tenure

Freehold with vacant possession

## Overage

The land will be sold subject to an uplift clause for 40 years from 21 December 2007. The clause entitles a previous transferor to 20% of the new market value of the property on the granting of planning permission for residential development (to include agricultural workers dwellings). Further details of the clause are contained within the legal package.

## Planning

Permission was granted in 2008 for the creation of a 20m x 40m all weather manège. The planning permission (reference 08/00759/FUL) has subsequently lapsed.

## Agents Note

An electricity line runs across the corner of the western paddock.

## Local Authority

Wiltshire Council  
W:wiltshire.gov.uk  
T: 01225 770344

## Directions

From Melksham, take the A350 road south, continuing onto Yarnbrook Road. Following the signs to Steeple Ashton, turn left off the A350 onto Common Hill. Drive through the village of Steeple Ashton continuing onto Edington Road. After passing the turning left to Keevil Airfield, drive for approximately 3/4 mile before turning left at "Brook Fields". The property is accessed from the track after approximately 140 metres.

## Viewing

By appointment with the Vendor's Agents detailed below.

## Further Information

Arthur Chambers  
Carter Jonas, 5 & 6 Wood Street, Bath BA1 2JQ  
T: 01225 747270  
E: Arthur.Chambers@carterjonas.co.uk

## Purchasers Information Pack

The Special Conditions of Sale and a legal package are available online at [carterjonas.co.uk/auctions](http://carterjonas.co.uk/auctions). Alternatively, the legal pack will be available from the Vendor's Solicitor

## Vendors Solicitors

David Kershaw  
Morgan Cole LLP, Bradley Court, Park Place, Cardiff CF10 3DR  
T: 02920 385549  
E: David.Kershaw@morgan-cole.com

## By Kind Instructions of:

RJ Belcher & RJ Goode LPA Receivers  
GVA, St Catherines Court, Berkeley Place, Bristol BS8 1BQ



# Lot 2

Vale House, Lower Writhlington, Radstock,  
Somerset BA3 5UA

Guide Price £550,000 - £600,000

Beautiful detached Bath stone property with planning permission to extend and generally requiring modernisation and improvement. Vale House is set in an idyllic rural location within a large garden and far reaching views.



## Location

Vale House is situated in open countryside approximately 1 mile north east of the village Writhlington. The village is located approximately 2 miles from Radstock and 9 miles from Bath City centre,

## Proposed Accommodation

The proposed accommodation will provide a five bedroom dwelling. Including a breakfast room, sitting room, kitchen, family room, study, utility room, music room, two ensuite bathrooms, two further family bathrooms and a cloakroom all over three stories. The consent also provides for a detached triple garage, a large patio balcony and an undercroft. Total proposed accommodation equates to approximately 4300 sq/ft including the undercroft.

## Services

Mains water and electricity are connected.

## Tenure

Freehold.

## Planning

Planning permission was granted by Bath & North East Somerset Council on 5 January 2010 ref. 09/02855/FUL for the erection two, two storey extensions, provision of four dormer windows, construction of a raised patio with undercroft, formation of a new access and a new garage.

## Agents Note

Please note that the property is partially improved since planning consent was granted. The externals on the existing cottage is largely complete, including a new roof, dormer windows, leadwork, stone chimneys, stone window cills, hardwood double glazed windows and it has been repointed. It is advised that viewing applicants do not try and access the upper floors of the property (which can be viewed from the ground floor) due to the unsafe nature of the joists and floor boards.

## Local Authority

Bath & North East Somerset Council  
W: [bathnes.gov.uk](http://bathnes.gov.uk)  
T: 01225 477 000

## Directions

From Bath follow the A 367 towards Radstock. Follow the ring road round Peasedown St John and after the roundabout with the Audi and Mercedes garages take a left hand turning towards Shoscombe and Braysdown. Follow this road for a couple of miles, down the hill, under the bridge and as you start to climb the hill Vale House will be found on the left hand side.

## Viewing

By appointment with the Vendor's agent below.

## Further Information

Patrick Brady  
Carter Jonas, 5 & 6 Wood Street, Bath BA1 2JQ  
T: 01225 750 900  
E: [patrick.brady@carterjonas.co.uk](mailto:patrick.brady@carterjonas.co.uk)

## Purchasers Information Pack

The Special Conditions of Sale and a legal package are available on-line at [carterjonas.co.uk/auctions](http://carterjonas.co.uk/auctions), alternatively they will be available from the Vendor's solicitor.

## Vendors Solicitors

Clive Weeks  
Withy King, James Street West, Green Park, Bath BA1 2BT  
T: 01225 425 731  
E: [clive.weeks@withyking.co.uk](mailto:clive.weeks@withyking.co.uk)

# Lot 3

6.73 acres at Great Cheverell, Devizes SN10 5TP

Guide Price £45,000 - £50,000

A gently sloping pasture paddock, extending to 6.73 acres (2.72 ha), lying on the southern edge of the popular village of Great Cheverell.



## Location

The land is situated on the south eastern edge of the village of Great Cheverell, approximately 4 miles south of Devizes.

## Description

Gently sloping pasture land extending to approximately 6.73 acres (2.72 ha). The land is bordered with fencing, mature hedgerows and trees. A small area of scrub is situated in the western corner of the parcel, the site of now derelict outbuildings. A footpath runs along the northern and eastern edges of the field.

## Services

There are no mains services connected.

## Tenure

Freehold with vacant possession.

## Overage

The sale will be subject to an overage provision whereby for 21 years from the date of completion, the vendor will be entitled to 25% of any increase in value as a result of planning consent being granted for residential development. Further details are available within the legal package.

## Local Authority

Wiltshire Council:  
W: [wiltshire.gov.uk](http://wiltshire.gov.uk)  
T: 01380 724911

## Directions

Take the A360 road south from Devizes, through the village of Potterne. Before reaching Littleton Pannell, turn right onto Cheverell Road, following signs to Great Cheverell. On entering the village take the first left onto Weavers Mead, where pedestrian access to the field is taken via a footpath. Access can also be taken from the western edge of the field.

## Viewing

During daylight hours, with a set of particulars and showing the usual courtesies to the Vendor.

## Further Information

Arthur Chambers  
Carter Jonas, 5 & 6 Wood Street, Bath BA1 2JQ  
T: 01225 747270  
E: [arthur.chambers@carterjonas.co.uk](mailto:arthur.chambers@carterjonas.co.uk)

## Purchasers Information Pack

The Special Conditions of Sale and a legal package are available on-line at [carterjonas.co.uk/auctions](http://carterjonas.co.uk/auctions), alternatively they will be available from the Vendors solicitor.

## Vendors Solicitors

Marion Butler  
Wansbroughs Solicitors, Northgate House, Northgate Street, Devizes, Wiltshire, SN10 1JX  
T: 01380 733300  
E: [marion.butler@wansbroughs.com](mailto:marion.butler@wansbroughs.com)

# Lot 4

1 & 2 The Meads, Ashworth Road, Great Western Way, Swindon, SN5 7YJ

Guide Price £200,000 - £250,000

A commercial investment opportunity to acquire a vacant two storey business unit in a popular area close to the main arterial road network. The premises extend to about 408 Sq M (4,400 Sq Ft).



## Location

The Meads is a small development of small business units located just off Great Western Way. Good communications to Swindon centre 1 mile, M4 (Junction 16) 1.5 miles.

## Accommodation

In accordance with the RICS Code of Measuring Practice (6th Edition) the property has the following approximate floor areas:

### Ground Floor

Entrance lobby with kitchen and cloakrooms off:

Office 1: 88 Sq M (950 Sq Ft)

Office 2: 88 Sq M (950 Sq Ft)

### First Floor

Office 3: 105.41 Sq M (1,130 Sq Ft)

Office 4: 105.41 Sq M (1,130 Sq Ft)

There are currently some internal partitions dividing offices.

## Services

All mains services are believed to be connected.

## Tenure

Long leasehold interest, subject to a ground rent. Full details available from the auctioneers.

## Planning

Currently used as offices.

## Local Authority

Swindon Borough Council

W: [www.swindon.gov.uk](http://www.swindon.gov.uk)

T: 01793 463000

## Directions

From the M4 (Junction 16), follow the Great Western Way towards Swindon. Go over two roundabouts and at the third, take the third exit by the Porsche garage. Take the first right and The Meads will be found on the right hand side, with access to the rear of the building.

## Viewing

By appointment with the Vendor's Agents below.

## Further Information

Mark Wightman

Carter Jonas, 4 Little London Court, Old Town, Swindon, SN1 3HY

T: 01793 439300

E: [mark.wightman@carterjonas.co.uk](mailto:mark.wightman@carterjonas.co.uk)

## Purchasers Information Pack

The Special Conditions of Sale and a legal package are available on-line at [carterjonas.co.uk/auctions](http://carterjonas.co.uk/auctions), alternatively they will be available from the Vendors solicitor.

## Vendors Solicitors

Charlotte Barrett

Thrings, 6 Drakes Meadow, Penny Lane, Swindon, SN3 3LL

T: 01793 410800

E: [cbarrett@thrings.com](mailto:cbarrett@thrings.com)

# Lot 5

2.69 acres at Upper Studley Farm, Wootton Bassett, Swindon, Wiltshire SN4 9QT

Guide Price £20,000

Approximately 2.69 acres (1.09 ha) of pasture and woodland in an accessible location to the south of Junction 16 of the M4 Motorway.



## Location

The parcel of land is located immediately west of the B4005 road known as Hay Lane, close to Junction 16 of the M4 Motorway. Access to the parcel is taken off the B4005 road, approximately 500 metres south of the Junction 16 Spittleborough Roundabout.

## Description

Approximately 2.69 acres (1.09 ha) of pasture with a mixture of predominantly Oak and Ash saplings spread across the parcel. The property has road frontage, with direct access to the B4005 road. The land extends southwards from the roadside access and borders the railway embankment on the southern boundary.

## Services

There are no mains services connected to the land.

## Tenure

Freehold with vacant possession

## Local Authority

Wiltshire Council  
W: [wiltshire.gov.uk](http://wiltshire.gov.uk)  
T: 01249 706444

## Directions

From Junction 16 of the M4 Motorway, take the B4005 road in a southerly direction, signposted Wroughton. The entrance to the land is located approximately 500 metres from the roundabout on the right hand side. On entering the gateway, a track to the left leads to the parcel.

## Viewing

During daylight hours, with a set of particulars and showing the usual courtesies to the Vendor.

## Further Information

Arthur Chambers  
Carter Jonas, 5 & 6 Wood Street, Bath BA1 2JQ  
T: 01225 747270  
E: [Arthur.Chambers@carterjonas.co.uk](mailto:Arthur.Chambers@carterjonas.co.uk)

## Purchasers Information Pack

The Special Conditions of Sale and a legal package are available online at [carterjonas.co.uk/auctions](http://carterjonas.co.uk/auctions). Alternatively, the legal pack will be available from the Vendor's Solicitor.

## Vendors Solicitors

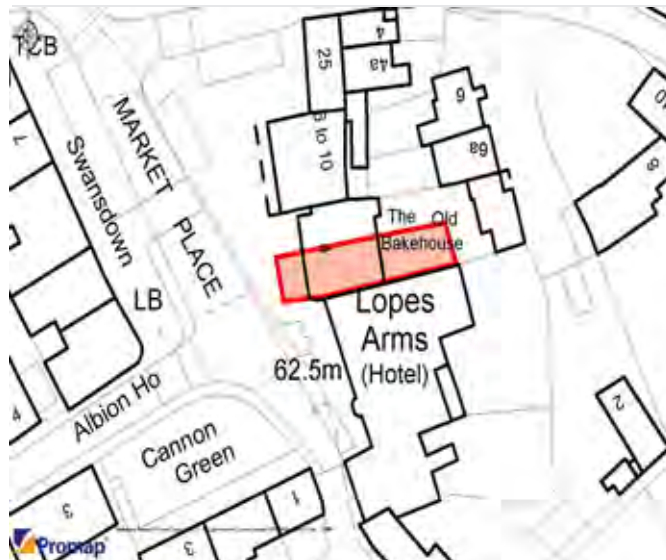
Angus Williams  
Withy King, 4-6 Newport Street, Old Town, Swindon, Wiltshire SN1 3DX  
T: 01793 536526  
E: [Angus.Williams@withyking.co.uk](mailto:Angus.Williams@withyking.co.uk)

# Lot 6

4 Market Place, Westbury, Wiltshire,  
BA13 3DQ

Guide Price £100,000 - £120,000

Retail unit with ancillary accommodation, located in the centre of Westbury.



## Location

The property occupies a prominent location within the Market Place within the centre of the market town of Westbury. Westbury has an expanded community with a population of approximately 12 000 (source Wiltshire Council) and is well located on the western edge of Salisbury Plain midway between the County Town of Trowbridge (4.5 miles) and Warminster (4 miles). From Westbury there is a main line Intercity rail service to Paddington (approximately 1 hour 15 minutes). The M4 (Junction 17) at Chippenham is approximately 19 miles to the north and the rapidly improving A303, leading to the M3 is approximately 12 miles south. The Market Place within Westbury is located just off the A350, north to south County Link Road and is a traditional location for public houses, restaurants takeaway proprietors and niche retailers within the town.

## Accommodation

The property is currently used as a retail shop and tea rooms at ground floor with ancillary retail and offices at first floor and storage at second floor.

In accordance with the RICS Code of Measuring Practice (6th Edition) the property has the following approximate floor areas:

### Ground Floor

Sales Area: Width - 7.45m Depth - 6.50m  
Rear Area: 3.30m x 3.60m  
Kitchenette: 3.60m x 2.20m

### First Floor

Room 1: 4.00m x 3.50m  
Room 2: 3.60m x 3.70m  
Room 3: 3.70m x 3.20m  
WC

### Second Floor

Storage: 7.40 m x 3.00m (restricted headroom)

Outside – Enclosed rear garden and parking to front of the property

## Services

We understand all main services are available to the property.

## Tenure

Freehold.

## Local Authority

Wiltshire Council  
W: [www.wiltshire.gov.uk](http://www.wiltshire.gov.uk)  
T: 0300 456 0100

## Directions

Approaching Westbury on the A350 from Trowbridge proceed over the first roundabout and take the left turn into the Market Place as the main road turns to the right. The subject property is in the far left hand corner between the Old Town Hall and the Lopes Arms.

## Viewing

By appointment with the Vendor's Agents below.

## Further Information

Colin Scragg  
Carter Jonas, 5 & 6 Wood Street, Bath, BA1 2JQ  
T: 01225 747268  
E: [colin.scragg@carterjonas.co.uk](mailto:colin.scragg@carterjonas.co.uk)

## Purchasers Information Pack

The Special Conditions of Sale and a legal package are available on-line at [carterjonas.co.uk/auctions](http://carterjonas.co.uk/auctions), alternatively they will be available from the Vendors solicitor.

## Vendors Solicitors

Humphreys & Co  
FAO: David Morris  
14 King Street, Bristol, BS1 4EF  
T: 0117 929 2662  
E: [morris@humphreys.co.uk](mailto:morris@humphreys.co.uk)

# Lot 7

## The Sun Inn, Liddington, Swindon SN4 0HA

Guide Price £300,000 - £350,000

Former public house with planning permission to create an executive style 5 bedroom home, located on the outskirts of the popular village of Liddington and set within 0.45 acres.



### Location

Located on the outskirts of Liddington, which is one of the more favoured villages on the south east side of Swindon, situated on the edge of The Downs near The Ridgeway. Liddington village amenities include a public house and a church. Swindon, about 5 miles, provides further amenities and a main line station to Paddington, about 1 hour.

### Proposed Accommodation

The more recent planning consent provides for a 5 bedroom dwelling, with four ensuite bath/shower rooms. Downstairs the property will provide a kitchen diner, large living room, dining room, study, wc, conservatory and a large reception room. The property will also have a double attached garage.

### Services

Mains electricity, drainage and water connected.

### Tenure

Freehold.

### Planning

Planning permission was granted on by Swindon Borough Council on 8 October 2010 ref. S/10/1345/RM for the change of use from a public house to a residential dwelling and erection of a detached garage with store above. In addition permission was also granted ref. S/11/0689/RM on 21 July 2011 for the erection of a two storey, single storey front/side extension, double garage, single storey extension to rear, dormer window, solar panels to roof and revised access and boundary walling.

### Local Authority

Swindon Borough Council:  
W: [swindon.gov.uk](http://swindon.gov.uk)  
T: 01793 445 500

### Directions

From Marlborough take the A345 towards Swindon, before the Chisledon garage on your left, turn right to Hinton Parva & Bishopstone and at the t-junction turn left and first right to Liddington. Proceed into the village and at the t-junction turn left along the B4192. The Sun Inn will be found on the left hand side as you leave the village.

### Viewing

By appointment with the Vendor's agent below.

### Further Information

John Ralph  
Carter Jonas, 93 High Street, Marlborough SN8 1HD  
T: 01672 514 916  
E: [john.ralph@carterjonas.co.uk](mailto:john.ralph@carterjonas.co.uk)

### Purchasers Information Pack

The Special Conditions of Sale and a legal package are available on-line at [carterjonas.co.uk/auctions](http://carterjonas.co.uk/auctions), alternatively they will be available from the Vendors solicitor.

### Vendors Solicitors

Stephen Howard  
Goughs, Mill House, 1 New Road, Chippenham SN15 1EJ  
T: 01249 444499  
E: [stephenhoward@goughs.co.uk](mailto:stephenhoward@goughs.co.uk)



# LOOKING FOR PROPERTY ADVICE? WE HAVE THE RIGHT CONNECTIONS

If you need reliable property advice in Bath or throughout the UK, our experts are here to help

**David Mackenzie, Residential Sales**  
01225 747251  
david.mackenzie@carterjonas.co.uk

**Kit Harding, Rural & Auctions**  
01225 747271  
kit.harding@carterjonas.co.uk

**Sharon Hunter, Residential Lettings**  
01225 747256  
sharon.hunter@carterjonas.co.uk

**Philip Marshall, Commercial**  
01225 747261  
philip.marshall@carterjonas.co.uk



# Conditions of Sale

Common Auction Conditions (Edition 3)  
Reproduced with the consent of the RICS

## 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 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 disappplied 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 [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).



# Conditions of Sale continued...



A5.3 **You** must before leaving the **auction**:

- 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**);
- sign the completed **sale memorandum**; and
- pay the deposit.

A5.4 If **you** do not **we** may either:

- 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
- sign the **sale memorandum** on your behalf.

A5.5 The deposit:

- 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
- 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:

- you** are personally liable to buy the **lot** even if **you** are acting as an agent; and
  - 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**.

## A6 Extra Auction Conduct Conditions

A6.1 Despite any **special condition** to the contrary the minimum deposit **we** accept is £2,000 (or the total **price**, if less). A **special condition** may, however, require a higher minimum deposit.

## General Conditions of Sale

Words in bold blue type 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**:

- matters registered or capable of registration as local land charges;
- matters registered or capable of registration by any competent authority or under the provisions of any statute;
- notices, orders, demands, proposals and requirements of any competent authority;
- charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- rights, easements, quasis-easements, and wayleaves;
- outgoings and other liabilities;
- any interest which overrides, within the meaning of the Land Registration Act 2002;
- 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
- 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:

- the **documents**, whether or not the **buyer** has read them; and
- 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:

- any minimum deposit stated in the **auction conduct conditions** (or the total **price**, if this is less than that minimum); and
- 10% of the **price** (exclusive of any **VAT** on the **price**).

G2.2 The deposit

- 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
- 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:

- produce to the **buyer** on request all relevant insurance details;
  - pay the premiums when due;
  - 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;
  - 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;
  - 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
  - (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:

- The **buyer** may raise no requisition on or objection to any of the **documents** that is made available before the **auction**.
- 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.
- 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:

- the application for registration of title made to the land registry;
  - the **documents** accompanying that application;
  - evidence that all applicable stamp duty land tax relating to that application has been paid; and
  - 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**:

- 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
  - 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:

- direct transfer to the **seller's** conveyancer's client account; and
  - 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

# Conditions of Sale continued...



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**  
"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 purpose 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**.

# Conditions of Sale continued...



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 5 B 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.



# Information for telephone and proxy bidders

We always recommend that you attend the auction in person if you intend to bid for a lot. However, if you are unable to attend it may be possible to arrange to bid by telephone on a first come, first served basis or by proxy.

To do so you will need to complete the form available from the Auctioneers and return it to the Auctioneers, together with a cheque for the deposit, no later than two working days prior to the auction.

## **Telephone and Proxy Bidding Conditions**

- The bidder will be deemed to have read the Contract for Sale and all the relevant parts of the catalogue including the Conditions and Special Conditions of Sale. The bidder will also be deemed to have knowledge of any amendments to the catalogue, including any announcements made concerning any lot at the time of sale.
- No bids will be accepted unless the Bidding Form is received no later than two working days prior to the sale.
- We will not accept responsibility if your form and deposit do not arrive in time or if we are unable to make contact with you by telephone.
- Once a bid has been made it cannot be withdrawn.
- The Auctioneers reserve the right not to accept any telephone or proxy bid.
- If your bid is successful, you will be legally bound to purchase the property on the fall of the hammer and the Auctioneer will be authorised to sign the Memorandum of Sale on your behalf.

For further information on telephone or proxy bidding please contact the Auctioneers

# Registration form for proxy and telephone bidders

This form to be received by the Auctioneers at least 2 working days prior to the sale

Please select method of bidding: (please tick)

Proxy

Telephone

I hereby instruct and authorise Carter Jonas Auctions to bid on my behalf in accordance with the terms and conditions attached hereto and I understand that should my bid be successful the offer will be binding upon me.

Carter Jonas will bid on my behalf if required, taking my instructions in this respect on the telephone when the relevant lot is being sold at the auction. I authorise you to record such bidding and instructions in order to avoid any doubts or disputes. I understand that the Auctioneers cannot accept responsibility to the failure of this system.

Date of Auction \_\_\_\_\_ Lot no. \_\_\_\_\_

Address of Lot \_\_\_\_\_  
\_\_\_\_\_

Maximum Bid Price: £ \_\_\_\_\_ In words \_\_\_\_\_

Cheque for 10% deposit, subject to a minimum of £2,000 or minimum bid price if lower than minimum deposit.

Separate cheque for £350 inclusive of VAT payable to Carter Jonas LLP in respect of the administration fee.

£ \_\_\_\_\_

Purchaser's Details

Full Name(s) \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Post Code \_\_\_\_\_

Telephone: Business \_\_\_\_\_ Home \_\_\_\_\_

*(Or any other telephone number to be contacted if different from above in case of bids)*

Fax \_\_\_\_\_ Email \_\_\_\_\_

Solicitors \_\_\_\_\_ Post Code \_\_\_\_\_

For the attention of \_\_\_\_\_ Telephone \_\_\_\_\_

Signature of prospective Purchaser or person signing on Purchaser's behalf

\_\_\_\_\_

Name in block capitals \_\_\_\_\_

Full name and Address of Signatory if different from Purchaser's details given above

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Memorandum of Sale

Auction date \_\_\_\_\_ Lot no. \_\_\_\_\_

Agreement date \_\_\_\_\_

Seller's name \_\_\_\_\_

Seller's address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

T \_\_\_\_\_

Buyer's name \_\_\_\_\_

Buyer's address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

T \_\_\_\_\_

Property \_\_\_\_\_

Completion date \_\_\_\_\_

Purchase price £ \_\_\_\_\_ Deposit £ \_\_\_\_\_

Balance £ \_\_\_\_\_

Buyer's Administration Fee £350.00 Paid: Yes/No

Buyer's conveyancer \_\_\_\_\_

Contact \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

The seller acknowledges that he has agreed to sell and the buyer acknowledges that he has agreed to buy the property mentioned above at the purchase price, subject to the Standard, General and Special Conditions of Sale.

**The Auctioneer acknowledges receipt of the deposit as agent for the seller.**

Signed by or on behalf of the buyer \_\_\_\_\_

Signed as agent for the seller \_\_\_\_\_

ID Checklist (office use only)

Passport

Driver's Licence

Utility Bill

# Our office locations



## Head office

**Mayfair**  
020 7493 0676  
mayfair@carterjonas.co.uk

## London Country department

**Mayfair**  
020 7493 0676  
mayfair@carterjonas.co.uk

## Regional offices

**Andover**  
01264 342342  
andover@carterjonas.co.uk

**Basingstoke**  
01256 473388  
basingstoke@carterjonas.co.uk

**Bath**  
01225 750900  
bath@carterjonas.co.uk

**Cambridge**  
01223 368771  
cambridge@carterjonas.co.uk

**Harrogate**  
01423 523423  
harrogate@carterjonas.co.uk

**Huddersfield**  
01484 842105  
huddersfield@carterjonas.co.uk

**Kendal**  
01539 722592  
kendal@carterjonas.co.uk

**Leeds**  
0113 203 1090  
leeds@carterjonas.co.uk

**Marlborough**  
01672 514916  
marlborough@carterjonas.co.uk

**Newbury**  
01635 263000  
newbury@carterjonas.co.uk

**Northampton**  
01604 608200  
northampton@carterjonas.co.uk

**North Wales**  
01248 362536  
northwales@carterjonas.co.uk

**Oxford**  
01865 511444  
oxford@carterjonas.co.uk

**Peterborough**  
01733 568100  
peterborough@carterjonas.co.uk

**Shrewsbury**  
01939 210440  
shrewsbury@carterjonas.co.uk

**Suffolk**  
01787 882881  
suffolk@carterjonas.co.uk

**Swindon**  
01793 437200  
swindon@carterjonas.co.uk

**Welford**  
**Sutton Griffin Architects**  
01488 657657  
newbury@suttongriffin.co.uk

**Wells**  
01749 677667  
wells@carterjonas.co.uk

**Winchester**  
01962 842742  
winchester@carterjonas.co.uk

**Worcester**  
01905 371261  
worcester@carterjonas.co.uk

**York**  
01904 558200  
york@carterjonas.co.uk

## London offices

**Holland Park & Notting Hill**  
020 7371 1111  
hollandpark@carterjonas.co.uk

**Hyde Park & Bayswater**  
020 7402 1552  
hydepark@carterjonas.co.uk

**Knightsbridge & Chelsea**  
020 7584 7020  
knightsbridge@carterjonas.co.uk

**Marylebone & Regent's Park**  
020 7486 8866  
marylebone@carterjonas.co.uk

**Mayfair & St James's**  
020 7493 0676  
mayfair@carterjonas.co.uk

