

# THE COUNTY PROPERTY AUCTION



Wednesday 13th December 2023 - 3pm

Live Stream Event With Remote Bidding Only

Property and Business Consultants  
Residential | Commercial | Agricultural

**BROWN & CO** JH Walter

# December 2023

## Auction Update

Welcome to our 6th property auction of the 2023 season. We have some fantastic lots from across our region with a really diverse range of land and property assets. I hope you will enjoy flicking through the catalogue and once you have identified the ones that take your interest then don't hesitate to contact the auction team on **01522 504360** or [cpa@brown-co.com](mailto:cpa@brown-co.com) as some vendors may consider selling prior to auction on the same terms.

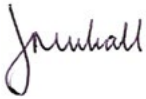
## 2024 Auction Dates

February 28th  
April 17th  
June 19th  
August 7th  
October 16th  
December 11th

Our auction process continues to offer a swift, transparent route to market with a legally binding exchange of contracts on the fall of the hammer and completion in as little as four weeks. Through high quality marketing, an experienced team and competitive bidding we achieve some great prices for our clients. If you have a property or land to sell we are now taking entries into our 2024 property auctions, please call the auction team on **01522 504360** or [cpa@brown-co.com](mailto:cpa@brown-co.com)

## Remote Bidding

It is very simple to set up and if you are already registered to use our legal pack system, it is just a few clicks to set you up for online bidding. Our auction team are on hand to help you so please call **01522 504360** to register for remote bidding. This can be done well in advance of the auction so you will then be able to watch and bid online at [www.eigpropertyauctions.co.uk/search/live-stream](http://www.eigpropertyauctions.co.uk/search/live-stream) from the comfort of your own home.



James Mulhall BA MNAEA MNAVA  
Senior Associate | Residential & Auction Sales Manager

## Meet the Auction Team



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# Order of Sale

**Lot 1**  
7 Hall Wath, Bassingham,  
Lincoln, LN5 9EZ  
**Page 8-9**



**Lot 7**  
Around 3 Acres,  
Hayton, Retford,  
DN22 9LH  
**Page 20**



**Lot 2**  
2 Forty Foot Lane,  
Kirmington,  
DN39 6YJ  
**Page 10-11**



**Lot 8**  
41 & 43 Alghitha Road,  
Skegness, PE25 2AJ  
**Page 22-23**



**Lot 3**  
Manor House, 53 Main St,  
Dorrington, Lincoln,  
LN4 3PX  
**Page 12-13**



**Lot 4**  
Former King William Pub,  
177 Scawby Road,  
Scawby Brook, DN20 9JX  
**Page 14-15**



**Lot 5**  
21 Gaunt Street,  
Lincoln, LN5 7PU  
**Page 16**



**Lot 6**  
Bonscaupe Farm,  
Pear Tree Lane, Fulstow,  
Louth, LN11 0XY  
**Page 18-19**



Please note further lots may be added to the line up so please keep checking [www.brown-co.com/cpa](http://www.brown-co.com/cpa) for the latest information.

# Buyers Guide

## Before the Auction

### Particulars of Sale

The particulars of sale for each property do not form part of the sale contract. They are for your information only.

### Inspections and Surveys

Unless otherwise stated, an internal inspection of the property is usually available: please refer to the notes regarding viewings on the respective property's particulars of sale. We recommend you do not bid on a property unless you have inspected both externally and internally. You should not bid unless you have undertaken measured, structural and environmental surveys. Brown&CoJHWalter make no warranty as to the structural or environmental integrity of any of the properties.

Brown&CoJHWalter staff have no authority to make or give any representation or warranty whatsoever in respect of the property. The services, fittings and appliances have not been tested and no warranty can be given as to their condition.

Bidders shall be deemed to have inspected the relevant property and made all usual and necessary searches and enquiries with all relevant Authorities and other bodies.

### Guide Prices

Guide Prices are to assist potential purchasers and to reflect the price expected to be achieved.

- Guide prices are not a valuation.
- Guide prices may be exceeded during the normal process of bidding at auction

### Reserve Prices

- The reserve price is the price below which we are not authorised to sell the property.
- Reserve prices are confidential
- Where there is a single guide price the reserve price will not be in excess of the guide price.
- Where the guide price is stated as a range, the reserve price will be set within that range.
- Sellers may change the reserve price up to and on the day of the auction. Where this happens we adjust our guide prices in order to remain transparent.

### Pre Auction Offers

We anticipate that the lots in this catalogue will be offered, as advertised, on the day of sale. There may be circumstances where the acceptance of an offer prior to auction may be considered. Parties interested in particular lots are advised to register their interest with the auctioneers at the earliest opportunity.

### Withdrawals and Sales Prior

Although we discourage sellers from selling or withdrawing properties immediately prior to an auction, the final decision rests with them. We advise interested parties to check the availability of properties prior to setting out for the auction. We cannot accept any liability for late sales prior or withdrawals and cannot refund costs under any circumstances.

### Late Entries

Additional lots may be entered prior to the auction. For details of these lots please contact the auctioneers or visit Brown&CoJHWalter

### Legal Advice

We recommend that you do not bid unless you have instructed a solicitor to act on your behalf.

### Legal Pack

All legal documents (including the General and Special Conditions of Sale and the Sale Contract) will be available online at [www.brown-co.com/cpa](http://www.brown-co.com/cpa)

The Auctioneers provide digital copies of the legal packs in good faith and accept no responsibility for their completeness or content.

### Energy Performance Certificates

Where required, energy performance certificates have been ordered for each property and will be available for download/inspection with the legal pack.

### The Conditions of Sale

If you buy a lot you will sign a sale memorandum under which you agree to be bound by the conditions of sale that apply to that lot. These conditions are:

- General Conditions of Sale that apply to all lots
- Any extra General Conditions in the legal pack or in an addendum
- The Special Conditions that apply only to the lot that you are buying and which may vary the General Conditions

These conditions are legally binding and purchasers are deemed to have read and understood these prior to bidding.

In common with other auctioneers we have recommended to all sellers that they adopt the Common Auction Condition (Edition 4 March 2018)

### Finance

It is imperative that you have adequate financial means to fund the purchase of any property you intend to bid for. A successful bid is a legally binding contract.

### Alterations

An addendum (list of alterations to the catalogue) will be available from [jhwalter.co.uk](http://jhwalter.co.uk) This will also be made available and displayed at the auction. The addendum is subject to last minute changes so bidders must ensure that they acquire the most recent edition at the auction. Alterations will be referred to by the auctioneer prior to each particular lot.

# Buyers Guide

## Important Notice

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

- Take professional advice from a solicitor and, in appropriate cases, a chartered surveyor and accountant
- Read the conditions
- Inspect the lot
- Carry out the relevant searches and enquiries.
- Check the content of all available leases and other documents relating to the lot
- Confirm the accuracy of the catalogue entry
- Check for VAT, overage payments, reservations and buyer's costs
- Have finance available for the deposit and purchase price

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.

## At the Auction

Auction Day Contact Number: 01522 504360

### Auction Procedure

The properties will be offered for sale in lot order unless advised otherwise. Bids will be invited and, normally, the highest bidder over the reserve will secure the property. We reserve the right to regulate the bidding and to refuse any bid at our sole discretion. We also reserve the right to re-offer a property at our sole discretion.

### Buyer Identity Check

Prior to bidding on any auction lots we are required to verify the identity of the bidder to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017. Please contact us on 01522 504360 or [www.brown-co.com/cpa](http://www.brown-co.com/cpa) so that we can complete an electronic Identity check

### Buyer's Numbers

To bid for any Lot you must first pre-register for remote bidding at least two days prior to the auction date. We are trying to encourage all buyers to use our online bidding service due to the logistics of running a live stream auction. However a small number of telephone bids will be accepted along with straight forward proxy bids. Please speak to a member of the auction team on 01522 504360 to register for your chosen method.

### Bidding

The onus is on you to ensure that the auctioneer is aware of your bid. Please do not leave your bid until the last moment. The auctioneer is under no obligation to accept a bid and the auctioneer need not explain why. If there is a dispute over the bidding the auctioneer is entitled to resolve it and his decision is final. The seller may bid, or ask the auctioneer (or another agent) to bid upon his behalf below the reserve price, but may not make a bid equal to, or exceeding the reserve price. Please note that, if you bid on a property you are personally liable for an accepted bid even if you act as agent for another party.

## Exchange of Contracts

Exchange of contracts is effected by the fall of the auctioneer's hammer. In other words, if the property is knocked down to you (i.e. if your bid was the highest prior to the fall of the hammer) you will at that moment be deemed to have exchanged contracts to purchase the property. No bids following the fall of the hammer can be accepted.

## Deposit

Upon exchanging contracts to buy a property you will be required to provide a deposit. This is normally 10% subject to a minimum of £5,000, unless stated in the contract. This is payable by cheque, bankers draft, debit card or (by prior arrangement) a telegraphic or electronic transfer. Cash is unacceptable because of money-laundering regulations. We are unable to accept credit cards.

## Buyer's Admin Fee

An administration fee of **£750 + VAT** is payable on all Lots whether sold prior, at auction or post auction, for which a VAT invoice will be issued.

## Insurance

Once you have exchanged contracts, you are advised to insure the property in readiness for completion.

## After the Auction

### Post Auction Sales

Some of the lots may not sell "under the hammer" at the auction. Enquiries for unsold lots are welcome after the sale when unconditional offers will be considered. In many cases properties are sold immediately after the auction. If you are interested please contact a member of the auction team.

### Results

The results of the auction may be obtained by contacting the auctioneers.

### Completion

If you are successful in buying one of the lots completion will usually take place 28 days after the auction date (unless varied by the sale contract). Some of our sellers offer extended completions, this is shown on each page.

### Access and Keys

It is unlikely that a seller will grant access to the property prior to completion. Please contact the auctioneers to arrange key collection after completion. Please note we do not hold keys to all the properties.

Registration Form For Remote Bidding

Please select method of bidding: Online    Proxy    Telephone    (limited spaces)

Date of Auction .....

Lot Number ..... Lot Address .....

If bidding online or phone we no longer require your deposit up front.

Proxy Maximum bid price £ ..... (in words) .....

(online & tel bids do not need to state max bid)

If bidding by proxy you will need to enclose a cheque or send a bank transfer for 10% of the guide price (subject to a minimum of £5,000). Please remember to add a further £750+VAT for each Lot to cover the buyer's admin fee. If successful in excess of the guide price you will be required to transfer the difference immediately after the auction.

Cheque for £ ..... (enclosed within)

1

BID

Full Name(s) .....

Company .....

Address .....

Post code .....

Telephone(s) (for Tel bids) 1 ..... 2) .....

Email .....

2

BUYER'S  
DETAILS

Name .....

Company .....

Address .....

Postcode .....

Telephone ..... Email .....

3

SOLICITORS

Buyers Signature .....

I instruct and authorise Brown&CoJHWalter to bid on my behalf in accordance with the terms and conditions printed on the reverse of this page and I understand that should my bid be successful, the offer will be binding upon me and that I will be legally bound to the applicable Conditions of Sale and any addenda applicable to the Property and by the terms of the Notices to Prospective Buyers. Brown&CoJHWalter 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.

4

SIGNATURE

Have you (Please tick)

Completed Sections 1 to 4                      Included the Buyer's Admin Fee

Signed this form                                      Marked Envelope

Enclosed 10% Deposit Cheque or set up a bank transfer

Please return to: cpa@brown-co.com or Brown&CoJHWalter, 1 Mint Lane, Lincoln, LN1 1UD - To be received no later than 2 business days prior to the Auction. For further information please call 01522 504360. If by post please mark your envelope on the outside top left hand corner with the initials OB for online PB for proxy bids and TB for telephone bids.

5

CHECKLIST

# Terms & Conditions for Remote Bidders

These terms and conditions apply to and are binding upon all remote prospective buyers whether online or by proxy/telephone.

A prospective buyer should complete and sign the registration form overleaf. In particular the prospective proxy buyer should complete the form showing the maximum price exclusive of Value Added Tax which the prospective buyer authorises the Auctioneer to bid for a particular property.

The maximum price to which the Auctioneer is authorised to bid must be an exact figure (accordingly wording such as “£100 over the highest bid in the room” will not be acceptable). The Auctioneer reserves the right not to bid on behalf of the prospective buyer should there be any error or confusion in respect of these instructions or the accompanying deposit.

A separate form must be completed for each lot for which a prospective Buyer requires the Auctioneer to bid.

For proxy and telephone bidding, the completed form or forms must be delivered to Brown&CoJHWalter, 1 Mint Lane, Lincoln LN1 1UD by hand, post or emailed to [cpa@brown-co.com](mailto:cpa@brown-co.com) so that it is received not less than two business days prior to the time of the commencement of the auction at which the particular property is to be sold. The commencement time of the auction will be shown in the catalogue or on our website.

Any agreement to alter any proxy or telephone bidding form at any time prior to, or on the day of the auction, must be in writing. The prospective proxy buyer appoints the Auctioneer as agent and authorises the Auctioneer to bid for the relevant lot on behalf of the prospective Buyer in such manner as the Auctioneer thinks fit in his absolute discretion.

The prospective buyer shall be considered to have inspected the auction catalogue for the relevant lot, all applicable conditions of sale, the Notices to buyers and also any addenda relating to the lot and to have full knowledge therefore and authorises the Auctioneer or any duly authorised partner or employee of Brown&CoJHWalter as the buyer’s agent to sign the Sale Memorandum incorporating all such matters at or after the auction.

The prospective buyer may in writing only at any time up to the commencement of the auction in which the particular lot is to be sold withdraw the Auctioneer’s authority to bid. It is the prospective buyer’s responsibility to ensure that the Auctioneer personally receives such instructions and he should check to ensure such instructions have been received.

Unless the relevant lot is sold to the prospective buyer the amount of the prospective buyer’s bid will not be disclosed to the Seller or any other person either during or after the sale without the consent of the prospective buyer.

The Auctioneer reserves the right to bid himself or through an agent up to the reserve price for the particular lot.

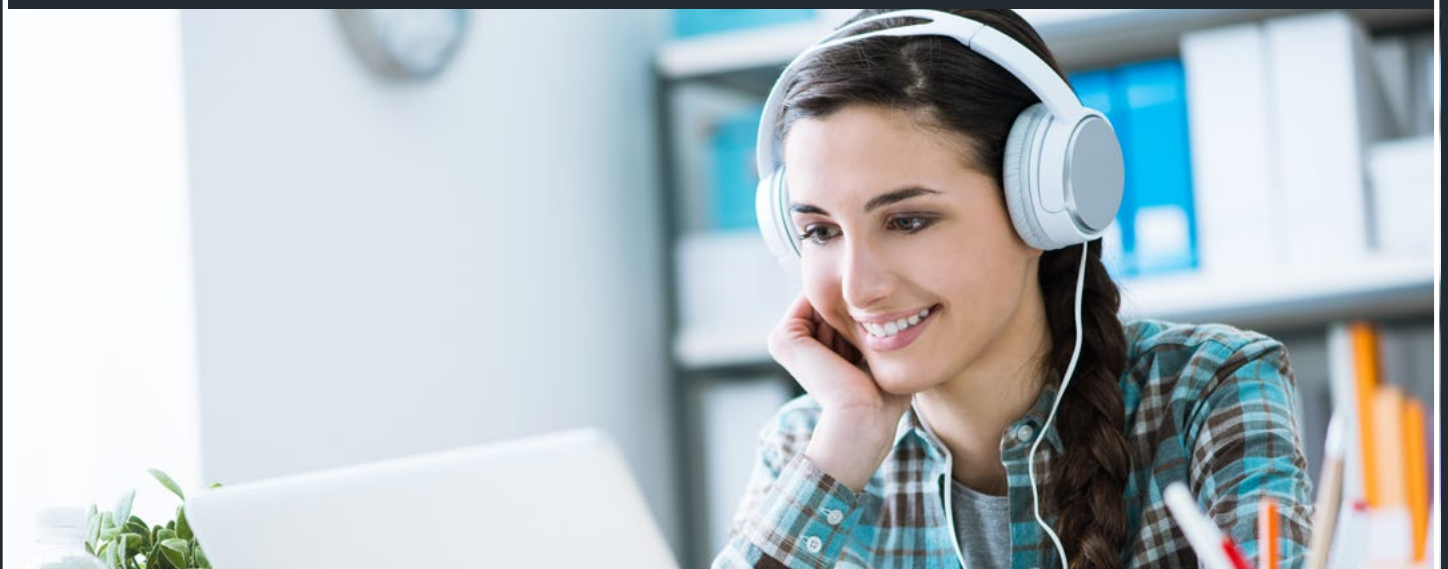
The Auctioneer will make no charge to a prospective buyer for this service and will accept no liability whatsoever for any bid not being made on behalf of the prospective buyer whether through lack of clarity of instructions or for any other reason whatsoever .

Prospective online or telephone bidders will not hold Brown&CoJHWalter liable for any loss or claims relating to the internet or telephone bidding system or the interruption or suspension of these services.

The prospective buyer will be advised if the relevant lot has been successfully purchased on their behalf as soon as possible after the auction. Where the lot has not been purchased the prospective buyer will be notified by as soon as reasonably possible.

Prospective buyers are advised to telephone the auction team at Brown&CoJHWalter (Tel: 01522 504360) on the day of the auction to ensure that there are no amendments to the particulars of sale or conditions relating to the relevant lot or other matters relating to it.

The prospective buyer will be deemed to have knowledge of such amendments and will buy subject to them in any event. If the prospective buyer does not telephone and such amendments have been made the bids by or on behalf of prospective buyers will be deemed to be subject to such amendments and the auctioneer will not be responsible for any losses, costs or damages incurred by the prospective buyer as a result thereof.





7 Hall Wath, Bassingham, Lincoln, LN5 9EZ **Guide Price: £175,000 - £200,000 (£750 + VAT Buyers Fee)**

### Description

A three bedroom detached cottage set in around 0.27 of an acre in the heart of this desirable village. The property is in need of complete refurbishment having been sat vacant for around 20 years. There is also a live planning application in with North Kesteven District Council under application number 23/0608/FUL for the demolition of detached dwelling and erection of replacement detached two storey dwelling and detached garage.

### Directions

Enter Bassingham on Rinks Lane which leads into Newark Road. Then turn left onto Hall Wath where the property can be found on your left hand side.

<https://what3words.com/booklets.widgets.laptop>

### Amenities

Bassingham is a well-served village around 11 miles from Lincoln City Centre. It has two shops (One includes a Post Office and the other a Butchers/Deli) There are also two public houses, a doctors surgery with dispensary as well as an excellent Primary School. The Village Hall and Sports Complex offers a wide range of clubs and social activities. The property is approximately 9 miles from Newark town centre which offers fantastic train links to London and other major cities.

### Current Accommodation

The current accommodation offers an entrance hall, living room, dining room, store room, former kitchen, pantry and former bathroom to the ground floor with three double bedrooms to the first floor.

### Outside

The site has been scraped back by a digger recently to reveal a substantial site extending to around 0.27 of an acre with road frontage and countryside views to the rear.

### Services

We understand from the seller that the cottage has mains water, electric and mains sewer connections. However given the condition of the property interested parties are advised to make their own enquiries into the cost and availability of services.

### Tenure & Possession

Freehold with vacant possession upon completion.

### Town & Country Planning

There is also a live planning application in with North Kesteven District Council under application number 23/0608/FUL for the demolition of detached dwelling and erection of replacement detached two storey dwelling and detached garage. Interested parties are advised to speak to the selling agents on this matter.

### Completion Date

This lot will be sold with a 10% deposit and up to 8 weeks for completion.

### Viewing

Viewing is strictly by appointment with the auctioneers. Please call 01522 504360.

### Auction bidder Identity Check

Prior to bidding on any auction lots we are required to verify the identity of the bidder to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017. We also need to complete the remote bidding registration process as this will be a live stream event only. Please contact us on 01522 504360 or [cpa@brown-co.com](mailto:cpa@brown-co.com)

### Solicitors

Susan Thomas  
Sills & Betteridge  
Aquis House  
18-28 Clasketgate  
Lincoln  
LN2 1JN

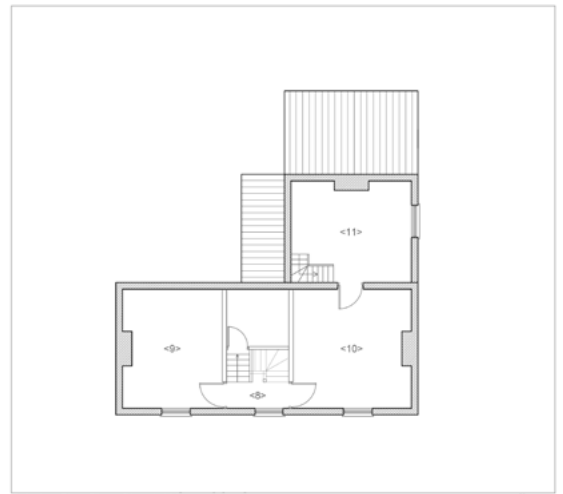
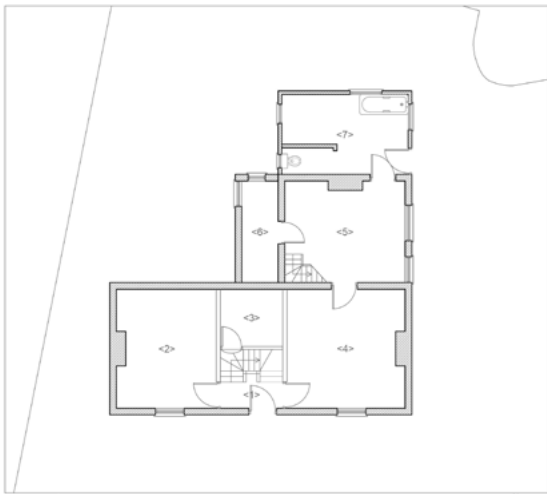
01522 542211

[susanthomas@sillslegal.co.uk](mailto:susanthomas@sillslegal.co.uk)

### Agent

James Mulhall: 01522 504360 or [cpa@brown-co.com](mailto:cpa@brown-co.com)





**LEGEND (Ground & First Floor Plans)**

- <1> Entrance
- <2> Living Room
- <3> Store
- <4> Dining Room
- <5> Kitchen
- <6> Pantry
- <7> Bathroom
- <8> Landing
- <9> Double Bedroom
- <10> Double Bedroom
- <11> Double Bedroom



The attached plans are not to scale, are for identification purposes only and do not form part of any contract.



2 Forty Foot Lane, Kirmington, Ulceby, DN39 6YJ **Guide Price: £200,000 (£750 + VAT Buyers Fee)**

### Description

A three bedroom mid terrace property set in around 0.25 of a acre with countryside views to the rear. The property has been substantially renovated inside and out and is now ready for an owner occupier or buy to let investor to purchase the property.

### Directions

From the A18 turn left onto Croxton Road and then left again onto Forty Foot Lane where the property can be found on the right hand side.

<https://what3words.com/generals.copper.smuggled>

### Location

The property is located in the North Lincolnshire village of Kirmington which has a popular village pub called the Marrowbone & Clever, a primary school and Humberside Airport on the doorstep so it could well suit someone that travels for work or leisure.

### Accommodation

#### Lounge/Dining Room 3.28m x 7.39m

Double glazed door and casement windows to front elevation, wood burner, archway to

#### Kitchen 2.39m x 3.51m

Double glazed casement window to rear elevation, newly fitted wall and base units with sink and drainer, built in oven, four ring electric hob with extractor over, door to inner hallway with built in cupboard, stairs to first floor and door to:

#### Utility 2.39m x 1.65m

Double glazed door to rear elevation, fitted base unit with stainless steel single drainer sink, newly fitted oil fired boiler,

### First Floor

#### Bedroom One 3.28m x 3.63m

Double glazed casement window to front elevation, radiator.

#### Bedroom Two 3.28m x 3.63m

Double glazed casement window to front elevation, radiator.

#### Bedroom Three 2.49m x 3.63m max

Double glazed casement window to rear elevation, radiator.

### Bathroom 2.46m x 1.70m

Double glazed casement window to rear elevation, three piece suite comprising panelled bath with shower over, low flush w.c., wash basin vanity unit and heated towel rail.

### Outside

We understand from the seller that the property has vehicular access via a right of way over an adjoining driveway which leads to the rear of no.2. The rear elevation has a substantial lawed garden with newly erected fencing, gravel driveway with parking for several cars, newly laid patio and oil tank.

### Services

We understand the property offers mains water, electric, mains drains and an oil fired central heating system.

### Viewing

Please call 01522 504360 for details of open viewing days.

### Auction Bidder Identity Check

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### Completion Date

This lot will be sold with a 10% deposit and up to 8 weeks for completion.

### Solicitors

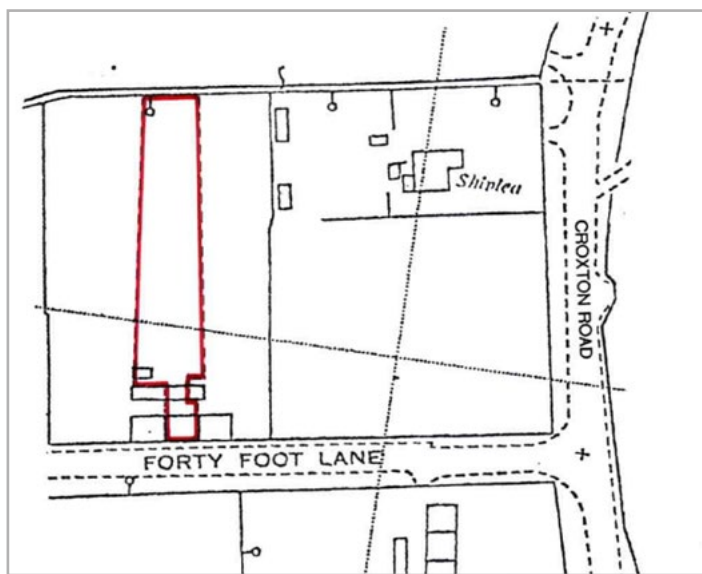
Tracey Pickard  
John Barker  
Telegraph House,  
80 Cleethorpe Road,  
Grimsby,  
North East Lincolnshire,  
DN31 3EF

01472 358686

[gby@jbarkers.co.uk](mailto:gby@jbarkers.co.uk)

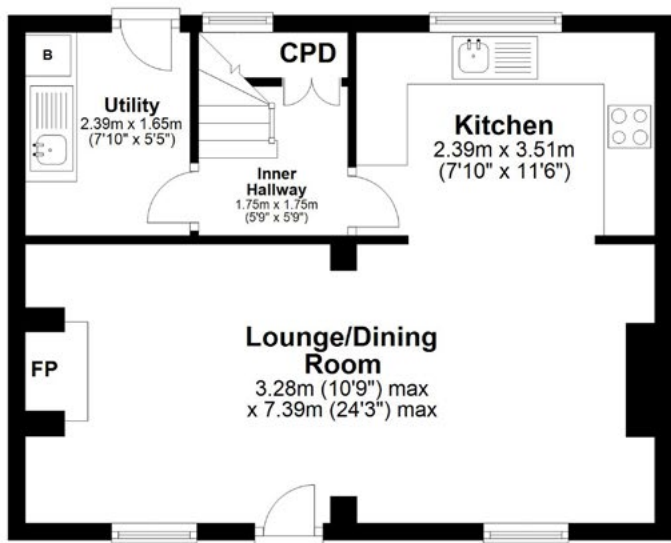
### Agent

James Mulhall 01522 504360 or [cpa@brown-co.com](mailto:cpa@brown-co.com)



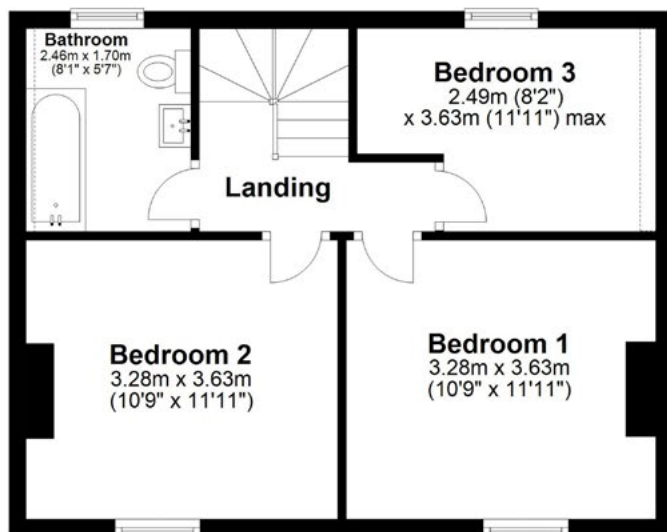
### Ground Floor

Approx. 42.5 sq. metres (457.4 sq. feet)



### First Floor

Approx. 42.6 sq. metres (459.1 sq. feet)



Total area: approx. 85.1 sq. metres (916.5 sq. feet)

SIZES AND DIMENSIONS ARE APPROXIMATE, WHILE EVERY ATTEMPT TO BE AS FACTUAL AS POSSIBLE HAS BEEN MADE, ACTUAL SIZES MAY VARY. THE POSITION & SIZE OF DOORS, WINDOWS, APPLIANCES AND OTHER FEATURES ARE APPROXIMATE ONLY.

Chris Gothorp Photography 2023. Unauthorised reproduction prohibited.  
Plan produced using PlanUp.

## 2 Forty Foot Lane, Kirmington



## Manor House, 53 Main Street, Dorrington, LN4 3PX Guide Price £450,000 - £475,000 (£750 + VAT Buyers Fee)

### Description

The Manor House is a beautiful stone and pantile property thought to date back to the 1600s with later additions. The spacious three storey accommodation nestles in a fantastic plot of around 0.89 of an acre and extends to 2,612 ft<sup>2</sup>. The ground floor offers a generous open plan kitchen/diner, two reception rooms and a cloakroom. The first floor offers four bedrooms, a family bathroom, WC and the second floor offers two further double bedrooms. The house is part renovated, but due to relocation the house will now be sold as seen.

### Directions

Follow the B1188 until you reach the village of Dorrington. Then turn left on Main Street and the property can be found on your left hand side.

<https://what3words.com/papers.pranced.scrap>

### Accommodation

#### Open plan kitchen 6.62m x 4.67m

Two double glazed casement windows to side elevation, wooden stable door to side elevation, bespoke kitchen wall and base units with double Belfast sink, built-in Neff dishwasher, gas fired AGA Range cooker, Siemens induction hobs and a hot plate. There is also a gas connection under the island should you wish to convert to a gas hob, hand cut terracotta tiled floor, door to reception one and archway to;

#### Dining Room 4.16m x 3.83m

Double glazed bifold doors to side elevation, cast-iron fireplace with wood burning stove, hand cut terracotta tiled floor.

#### Reception One 4.26m x 4.50m

Double glazed picture window to side elevation, temporary window to front elevation, exposed timber floor, period radiator, open fireplace which will accommodate a wood burning stove, door to:

#### Hallway

With glazed front door, stairs to first floor, door to reception two and cloakroom.

#### Cloakroom 2.10m x 1.75m

Double glazed casement window to rear elevation, space and plumbing for washing machine and tumble dryer, two piece suite comprising pedestal wash basin and mid flush WC, part tiled walls, extractor, there is also a previous connection for a shower should you wish to reinstate one into this space.

#### Reception Two 4.65m x 4.61m

In need of full renovation, but there is plumbing and electric still in place, double glazed door to side elevation, single radiator, archway to:

#### Study area 3.42m x 2.20m

Double glazed casement window to rear elevation, single radiator.

#### First floor

#### Bedroom One 4.62m x 4.57m

The access is currently boarded from the house as the room is in need of full refurbishment including a new floor.

#### Bedroom Two 4.46m x 4.57m

Temporary window to front elevation, cast-iron fireplace, built-in wardrobe, exposed timber floor, period radiator.

#### Bedroom Three 4.69m x 3.50m

Double glazed casement window to side elevation, single radiator, built-in wardrobes.

#### Bedroom Four 3.28m x 2.44m

Double glazed casement window to side elevation, single radiator, loft access.

#### Bathroom 3.40m x 2.17m

Two double glazed casement windows to side elevation, three-piece suite comprising panelled bath, wash basin, shower cubicle, heated towel rail, part tiled walls, electric storage heater, extractor.

#### WC

Double glazed casement window to rear elevation, low flush WC, single radiator.

#### Landing

With loft access.

#### Second floor

#### Bedroom Five 3.76 m x 3.25 m

The access is currently boarded from the house as the room is in need of full refurbishment including a new floor. The dormer window has recently been taken out and the roof fully repaired and restored.



**Bedroom Six 4.84m x 3.83m**

Double glazed dormer window to front elevation, single radiator, part renovated, but the plan was to remove the dormer window as per bed 5 and reinstate the windows to the gable ends as it was historically.

**Landing**

Double glazed picture window to rear elevation, single radiator, loft access.

**Outside**

The front elevation is mainly laid to lawn with a long gravel driveway, two bay timber carport, hedged and fence boundaries with mature trees. Double timber gates lead to a further gravelled area which then opens out to the substantial lawned garden with mature trees, fenced/hedged boundaries, timber pergola. To the side elevation there is a further courtyard garden which offers a stone and pantile outbuilding, raised beds, timber greenhouse and a small area of lawn.

**Summerhouse One 3.73m x 2.72m**

With water, power, light and phone/broadband connections.

**Summerhouse Two 3.46m x 3.07m**

With power and water connections.

**Services**

The property has mains electric, gas, water and mains sewer connections.

**Development clawback**

We understand there is a development clawback in place on the land from the previous vendor. Further details will be available in the legal pack.

**Tenure & Possession**

Freehold with vacant possession upon completion.

**Viewing**

Strictly by appointment with the Auctioneers. Tel: 01522 504360

**Completion date**

This lot will be sold with a 10% deposit and up to 6 weeks for completion.

**Auction Bidder Identity Check**

Prior to bidding on any auction lots we are required to verify the identity of the bidder to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017. We also need to complete the remote bidding registration process as this will be a live stream event only. Please contact us on 01522 504360 or [cpa@brown-co.com](mailto:cpa@brown-co.com)

**Solicitors**

Gemma Latham  
Chattertons  
1 Trentside Business Village  
Farndon Road, Newark  
NG24 4XB

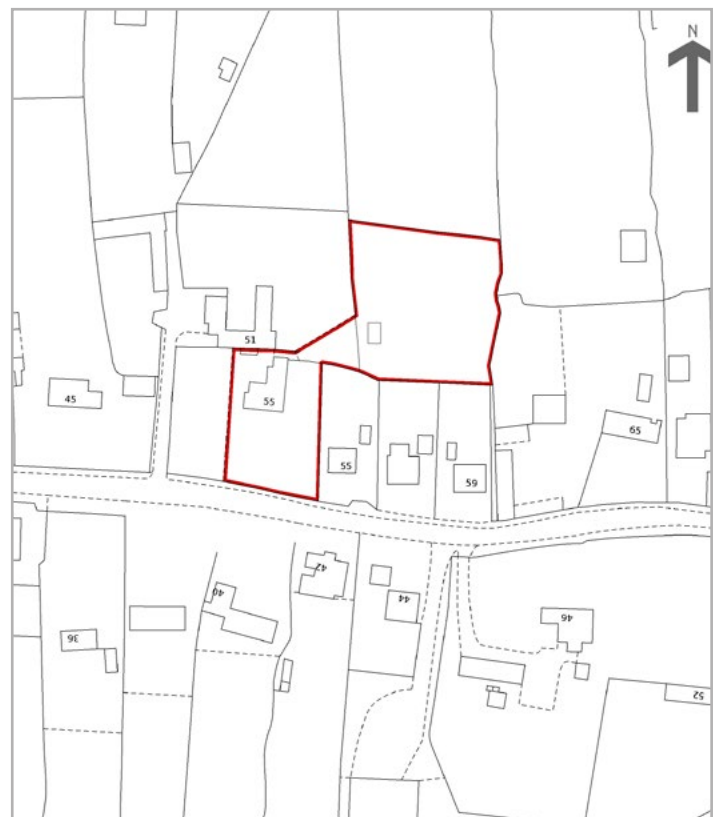


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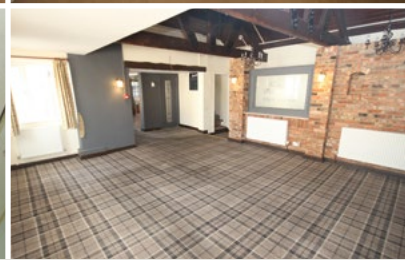
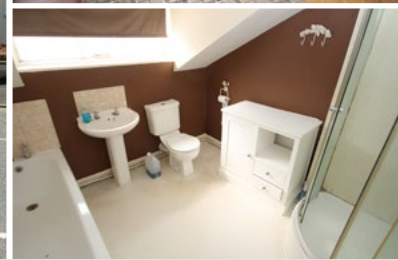
[gemma.latham@chattertons.com](mailto:gemma.latham@chattertons.com)

**Agent**

James Mulhall 01522 504360 or [cpa@brown-co.com](mailto:cpa@brown-co.com)



The attached plans are not to scale, are for identification purposes only and do not form part of any contract.



Development Site, 177 Scawby Road, Scawby Brook, Brigg, DN20 9JX **Guide Price £350,000 (£750 + VAT Buyers Fee)**

**Description**

A development site extending to around 0.54 of an acre which comprises the former King William IV public house with full planning permission for a change of use to a dwelling and the car park which has outline planning permission for three dwellings with appearance, landscaping, layout and scale reserved for subsequent consideration.

**Directions**

From the A15/A18 proceed towards Brigg and then turn right onto the B1206 where the site can be found on your left hand side.

<https://what3words.com/mixing.longer.built>

**Town & Country Planning**

The site was given a hybrid consent on the 26th March 2021 by North Lincolnshire District Council which comprised full planning permission to change the use of a public house to a dwelling with associated works and outline planning permission for three dwellings with appearance, landscaping, layout and scale reserved for subsequent consideration

**Tenure & Possession**

Freehold with vacant possession upon completion.

**Viewing**

The pub is strictly by appointment with the Auctioneers on 01522 504360 and the land may be viewed on foot only during daylight hours, with a copy of these particulars to hand.

**Completion Date**

This lot will be sold with a 10% deposit and up to 8 weeks for completion.

**Auction Bidder Identity Check**

Prior to bidding on any auction lots we are required to verify the identity of the bidder to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017. We also need to complete the remote bidding registration process as this will be a live stream event only. Please contact us on 01522 504360 or cpa@brown-co.com

**Solicitors**

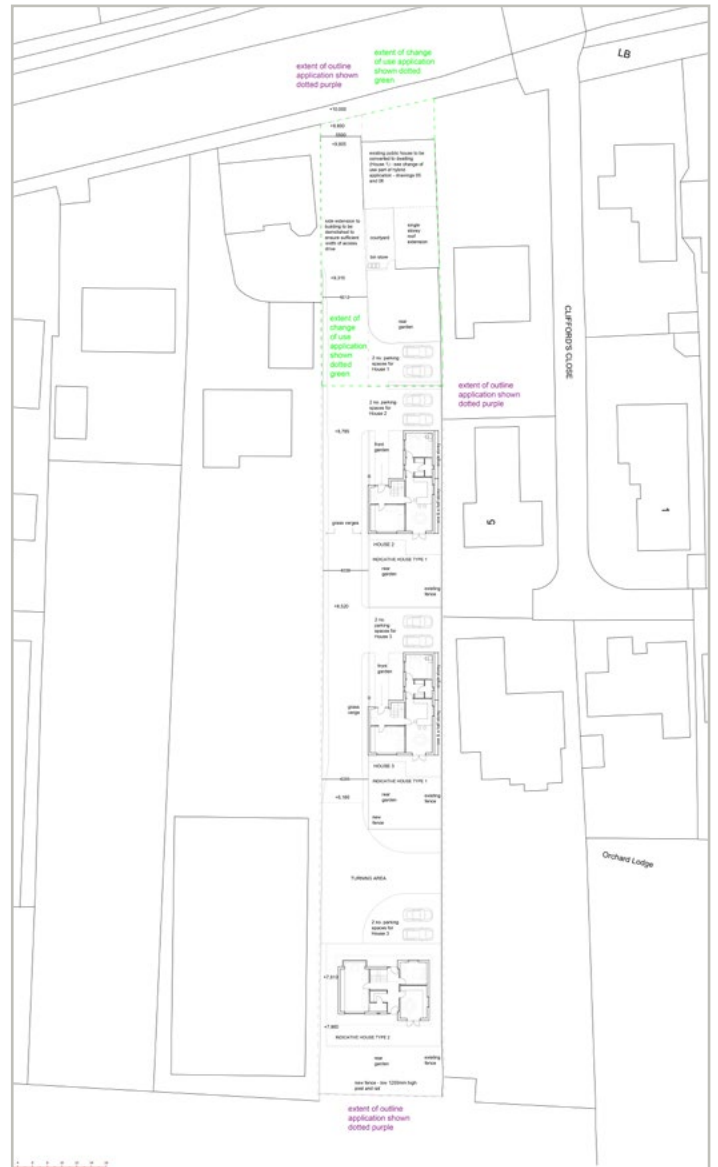
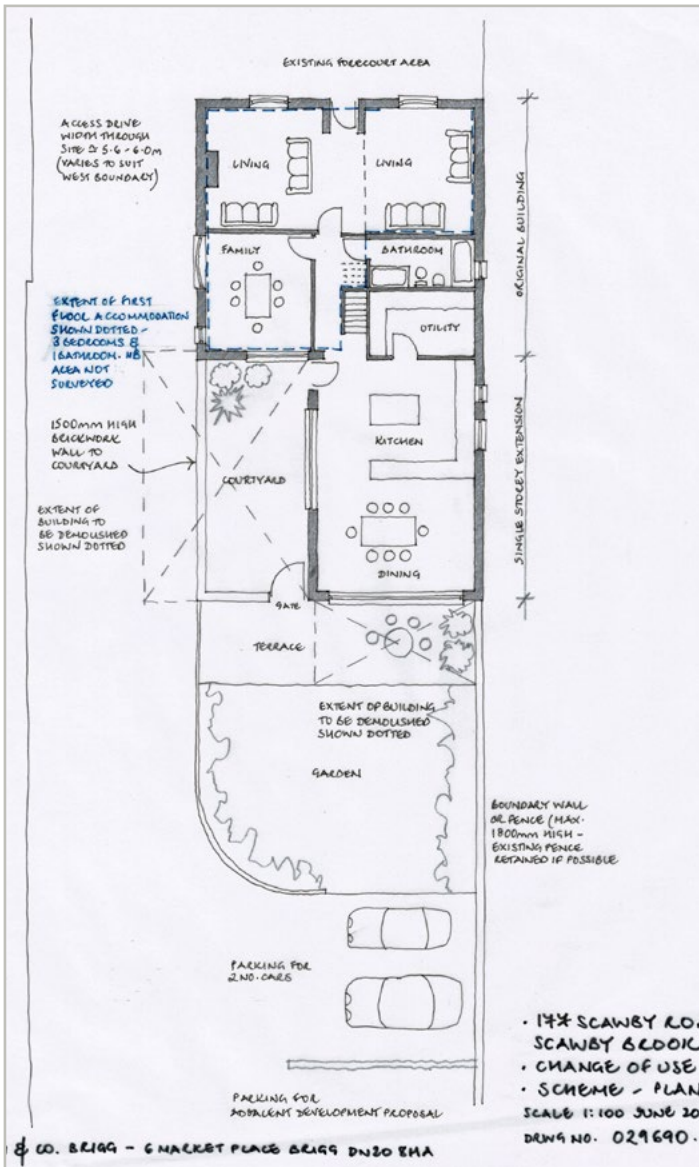
Anabel Ford  
 Hetts Johnson Whiting  
 11 Bigby Street  
 Brigg  
 North Lincolnshire  
 DN20 8EP

01652 321006  
 af@hjwt.legal

**Agent**

James Mulhall 01522 504360





The attached plans are not to scale, are for identification purposes only and do not form part of any contract.



21 Gaunt Street, Lincoln, LN5 7PU **Guide Price: £95,000 (£750 + VAT Buyers Fee)**

**Description**

A two bedroom Victorian end terrace property situated close to the City Centre and University. The property is currently let on an assured shorthold tenancy at £525 pcm.

**Directions**

From South Park roundabout proceed along the High Street until you reach a left hand turn onto Alfred Street. Follow this road round onto Gaunt Street and the property can be found on the left.

**Accommodation**

**Entrance Porch**

With stairs to first floor, door to;

**Lounge 3.33m x 4.01m**

Double glazed bay window to front elevation, electric fire, double radiator.

**Dining Room 3.47m x 3.32m**

Double glazed casement window to rear elevation, double radiator, electric fire, under stairs storage cupboard, archway to;

**Kitchen 3.14m x 1.82m**

Double glazed casement window to side elevation, fitted wall and base units with stainless steel single drainer sink, space and plumbing for washing machine, built-in oven, four ring electric hob with extractor over, part tiled walls, double glazed door to rear garden, logic plus Combi boiler.

**First floor**

**Bedroom 3.40m x 3.33m**

Double glazed casement window to front elevation, single radiator, built-in storage with loft access.

**Bedroom Two 3.49m x 2.07m**

Double glazed casement window to rear elevation, double radiator.

**Bathroom 2.58m x 2.24m**

Double glazed casement window to rear elevation, three-piece suite comprising panel bath with shower over low flush WC, pedestal wash basin, part tiled walls, airing cupboard, single radiator.

**Outside**

The front elevation offers a small world area with a side shared passageway, the rear elevation offers a wall the yard with a broken slate outbuilding divided into a store and former WC.

**Services**

We understand the property has mains water, electric, gas and mains sewer connections.

**Tenure & Possession**

Freehold, subject to the existing assured shorthold tenancy agreement.

**Viewing**

Please contact the Auctioneers for details of open viewing days. Tel: 01522 504360

**Completion date**

This lot will be sold with a 10% deposit and up to 4 weeks for completion.

**Auction bidder identity check**

Prior to bidding on any auction lots we are required to verify the identity of the bidder to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017. We also need to complete the remote bidding registration process as this will be a live stream event only. Please contact us on 01522 504360 or cpa@brown-co.com

**Solicitors**

Tom Price  
Chattertons  
5 South Street  
Horncastle, LN9 6DS



01507 528105

tom.price@chattertons.com

**Agent**

James Mulhall 01522 504360 cpa@brown-co.com



The attached plans are not to scale, are for identification purposes only and do not form part of any contract.



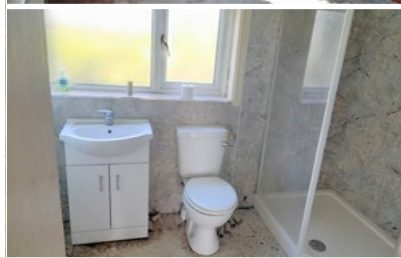


## Inviting Entries

If you have property or land to sell please call the auction team now

on 01522 504360 or [cpa@brown-co.com](mailto:cpa@brown-co.com) and save

**£250 off** our standard auction fee by quoting this advert.



**Bonscaupe Farm, Pear Tree Lane, Fulstow, Louth, LN11 0XY** **Guide Price: £450,000 (£750 + VAT Buyers Fee)**

### Description

An exciting opportunity to acquire a detached cottage which is situated in around 26.78 acres of grassland, with stunning panoramic countryside views, a range of traditional outbuildings and with necessary planning consents, endless potential business opportunities. Bonscaupe Farm is accessed via its own private driveway, with westerly views of the Lincolnshire Wolds and situated in a peaceful and tranquil setting.

### Directions

If you travel north along the A16 from Louth, turn right onto Pear Tree Lane after Utterby and before Ludborough. The property can be found on your left hand side after approximately 1 mile.

<https://what3words.com/transit.stump.indulges>

### Accommodation

#### Bonscaupe Farmhouse

A detached cottage which briefly comprises of an entrance hall, two reception rooms to the front, a kitchen diner to the rear and a ground floor bathroom, to the first floor are two double bedrooms. The property requires and would benefit from a full scheme of refurbishment but offers great potential for expansion and renovations (STS). The accommodation is as follows:

#### Ground Floor

Lounge – 3.05m x 3.90m

Dining Room – 3.40m x 3.90m

Kitchen – 5.90m x 2.45m

#### First Floor

Bedroom One – 4.65m x 3.90m

Bedroom Two – 2.75m x 3.90m

#### Range of Farm Buildings

There is a range of traditional farm buildings which include the following; Single storey brick under pantile roof buildings to the rear of the property creating a crew yard. With a range of stable doors and windows. With potential redevelopment opportunities and with necessary planning consents would create more ideal equestrian facilities and a variety of other uses. In addition there is a range of general purpose stores which create ideal agricultural storage space.

### Land

Bonscaupe Farm stands within about 26.78 acres (10.84 Ha) of grassland, enjoying a secluded and stunning setting with 360 degree views of open countryside. The land is currently split into three separate parcels, one of which benefits from a pond. A private gated driveway leads to the property and outbuildings which stand central within the grounds. Partly used as an equestrian facility with the possibility of many other recreations.

### Tenure & Possession

Freehold with vacant possession

### Council Tax

Bonscaupe Farmhouse is Council Tax Band A, annual charges can be found on East Lindsay District Councils Website.

### Location

Bonscaupe Farm is located just under 2 miles from Fulstow which is a marsh village situated some 6 miles north of the traditional market town of Louth and 8 miles south of Grimsby. The property enjoys great proximity to the A16, yet set in between the coast and the Lincolnshire Wolds.

### Services

We understand that the property is connected to mains water and drainage. Central heating is oil fired and the drainage is via a private system. Buyers should rely on their own independent survey.

### Agents Note

We have been made aware that there is a redundant gas pipeline which runs along the north side of the land. Details can be found with Uniper on 01469 504 085

### Viewing

Please contact the Auctioneers for details of open viewing days. Tel: 01522 504360

### Completion Date

This lot will be sold with a 10% deposit and up to 8 weeks for completion.



### Auction Bidder Identity Check

Prior to bidding on any auction lots we are required to verify the identity of the bidder to comply with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulation 2017. We also need to complete the remote bidding registration process as this will be a live stream event only. Please contact us on 01522 504360 or [cpa@brown-co.com](mailto:cpa@brown-co.com)

### Solicitors

Steven Forster  
Page Nelson  
Victory House  
Henley Way  
Doddington Road  
LN6 3QR



01522 687500

[steven.forster@pagenelson.co.uk](mailto:steven.forster@pagenelson.co.uk)

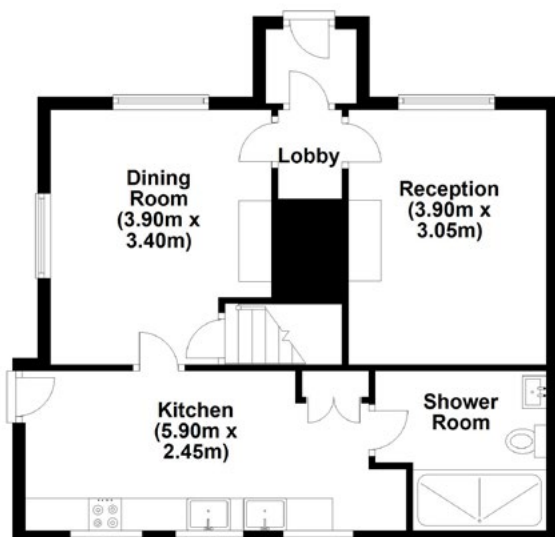
### Agent

Olivia Clarke or James Mulhall 01522 504360



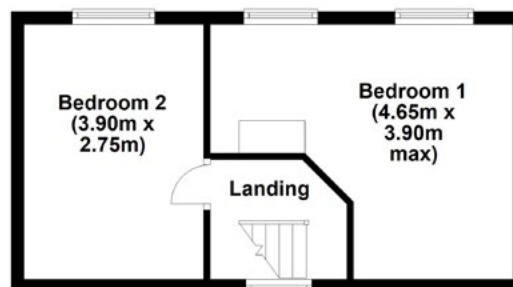
### Ground Floor

Approx. 52.4 sq. metres (564.0 sq. feet)



### First Floor

Approx. 29.7 sq. metres (319.5 sq. feet)



Total area: approx. 82.1 sq. metres (883.5 sq. feet)

The marketing plans shown are for guidance purposes only and are not to be relied upon for scale or accuracy. Plan produced using PlanUp.



Around 3 Acres, Scotter Lane Road, Hayton, Retford, DN22 9LF **Guide Price: £45,000 (£750 + VAT Buyers Fee)**

**Description**

Around 3 acres of permanent pasture suitable for equestrian use or the grazing of livestock. The land is situated down a long track away from the road to the western side of the village of Hayton.

**Directions**

Following the A620 travel through the village of Clarborough and continue north on Main Street. Stay on this road until you reach a left turn onto Scotter Lane Road and the land is situated on your right depicted by our sale board. Please note there is a locked barrier around half way down that is accessible when you own the land.

<https://what3words.com/rebounded.chats.subsets>

**The Land**

The land is classified as Grade 3 on the MAFF Agricultural Land Classification Plan. On the 1:250,000 Soil Survey of England and Wales Map the northern part is described as Midelney stoneless clayey soil mostly overlying peat. Stock rearing on permanent grassland. The Southern Part of Lot 1 and Lot 2 is described as Blackwood, a deep well drained sandy and coarse loamy soil suitable for grazing, cereals, potatoes and sugar beet.

**Easements, Wayleaves and Rights Of Way**

The property is sold subject to and with the benefit of all existing easements, wayleaves and rights of way, whether public or private and whether or not mentioned in these particulars of sale. The access is along a byway maintained by the Local Parish Council. An electricity wayleave in favour of Western Power with further details in the legal pack.

**Services**

There is no water supply to the land or other services.

**Drainage Rates**

The current Internal Drainage Board rates are approximately £10 per acre. The land is situated in the Isle of Axholme & North Nottinghamshire Water Level Management Board. Contact: (01507) 328095.

**Tenure & Possession**

Freehold with vacant possession upon completion.

**Viewing**

The land may be viewed on foot during daylight hours with a copy of these particulars to hand. Please register your intention to view the land with the selling agents prior on 01522 504360.

**Completion Date**

This lot will be sold with a 10% deposit and up to 4 weeks for completion.

**Solicitors**

Lisa Whitelam  
Burton & Dyson  
22 Market Place, Gainsborough,  
Lincolnshire, DN21 2BZ



01427 676230

[ljw@burtondyson.com](mailto:ljw@burtondyson.com)

**Agent**

James Mulhall: 01522 504360 or [cpa@brown-co.com](mailto:cpa@brown-co.com)



The attached plans are not to scale, are for identification purposes only and do not form part of any contract.



41 & 43 Algitha Road, Skegness, PE25 2AJ **Guide Price: £340,000 (£750 + VAT Buyers Fee)**

**Description**

Situated within walking distance of the beach this pair of substantial semi-detached Victorian properties offer a great investment opportunity. The properties have been knocked together to provide around 4,951 sq ft of accommodation set over three floors.

The spacious accommodation comprises four reception rooms, two kitchens, eleven bedrooms, six bathrooms and four offices which may also offer further bedroom or bathroom conversion potential (stp). Outside offers ample parking and fenced rear yards to both properties.

**Directions**

Sat Nav postcode -PE25 2AJ

<https://what3words.com/neon.scared.define>

**Council Tax**

Both properties are Band D

**Town & Country Planning**

Interested parties are advised to speak to East Lindsey District Council on 01507 601111 with any questions on the planning of the property.

**Broadband**

We understand from the Ofcom website that standard, superfast and Ultrafast broadband is available at this property with a max download speed of 330 Mbps and an upload speed of 50 Mbps.

**Amenities**

This popular seaside resort on the Lincolnshire coast has facilities to include doctors' surgery, local hospital, post office, primary and secondary schools, supermarkets, independent shops, public houses and restaurants, theatre, cinema, leisure centre, and of course many Seafront amenities including the famous award-winning beach and inks golf course.

**Tenure & Possession**

Freehold with vacant possession.

**Viewing**

Please contact the Auctioneers for details of open viewing days. Tel: 01522 504360

**Completion date**

This lot will be sold with a 10% deposit and up to 8 weeks for completion.

**Auction bidder identity check**

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**Solicitors**

Kat Ulfing  
Wilkin Chapman  
11-15 Brayford Wharf East  
Lincoln  
LN5 7AY

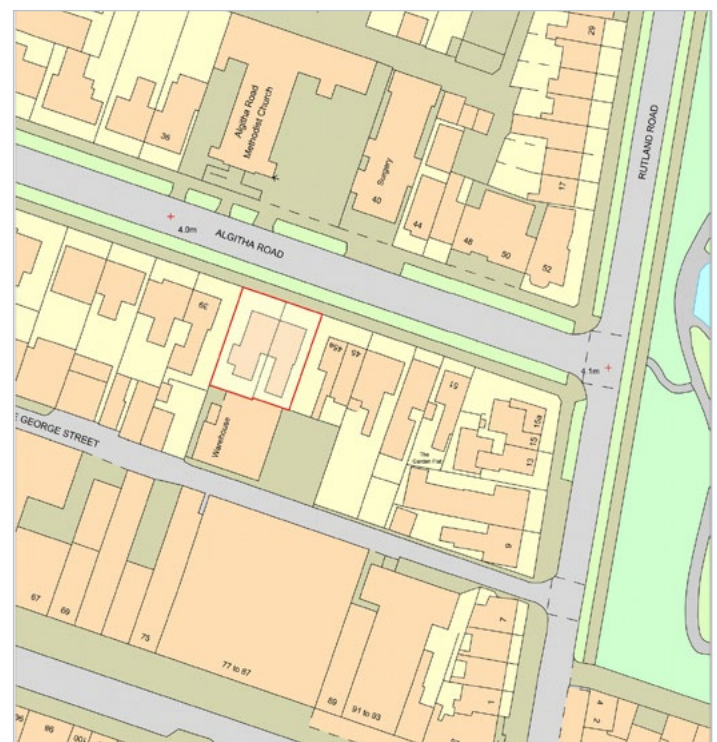


01522 515989

kat.ulfing@wilkinchapman.co.uk

**Agent**

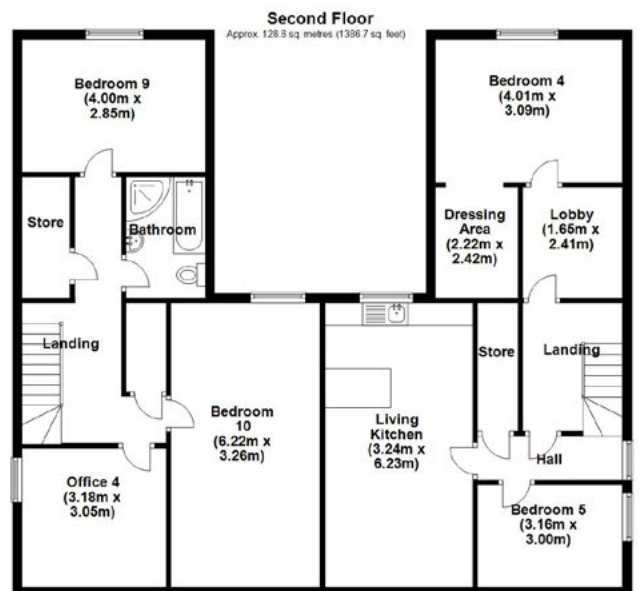
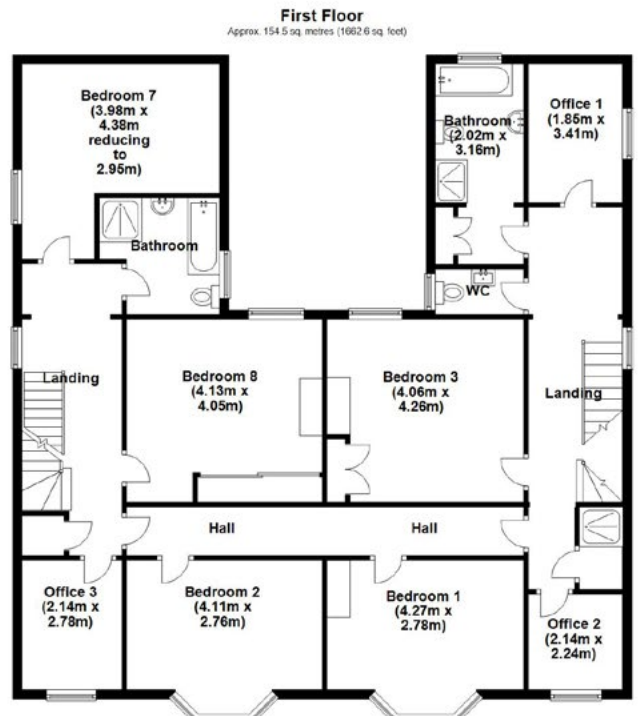
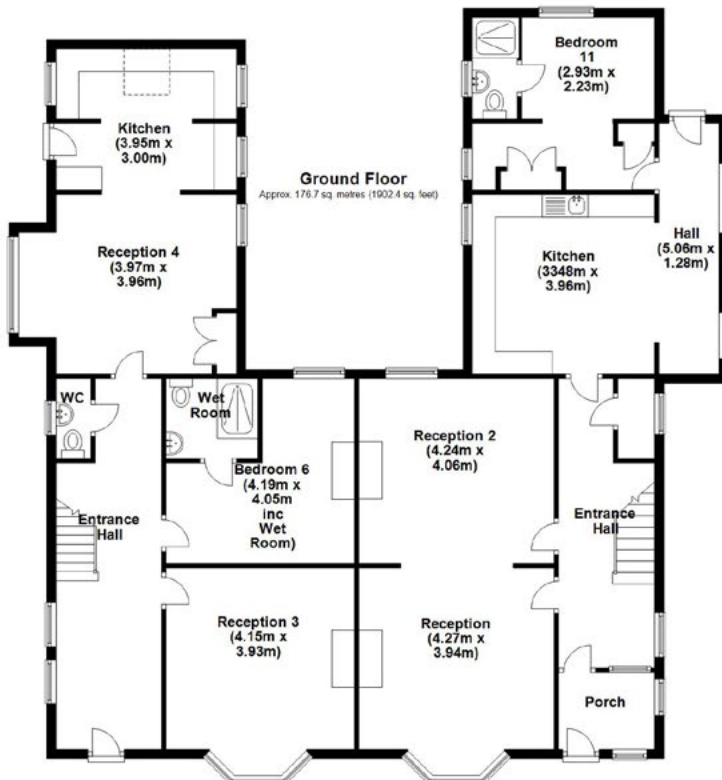
James Mulhall 01522 504360 cpa@brown-co.com



The attached plans are not to scale, are for identification purposes only and do not form part of any contract.



Total area: approx. 460.0 sq. metres (4951.7 sq. feet)  
 The marketing plans shown are for guidance purposes only and are not to be relied upon for scale or accuracy.  
 Plan produced using PlanItUp.





## Completion Dates

Please note the following completion dates:

Four weeks = 10th January 2024 or earlier by agreement

Eight weeks = 7th February 2024 or earlier by agreement

## GLOSSARY

This glossary applies to the AUCTION CONDUCT CONDITIONS and the SALE CONDITIONS. It is a compulsory section of the Common AUCTION Conditions that must be included without variation (but the SPECIAL CONDITIONS may include defined words that differ from the glossary so long as they apply only to the SPECIAL CONDITIONS).

The laws of England and Wales apply to the CONDITIONS and YOU, WE, the SELLER and the BUYER all submit to the jurisdiction of the Courts of England and Wales.

Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words;
- a “person” includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or re-enacted by the date of the AUCTION or the CONTRACT DATE (as applicable); and
- where the following words appear in small capitals they have the specified meanings.

### ACTUAL COMPLETION DATE

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

### ADDENDUM

An amendment or addition to the CONDITIONS or to the PARTICULARS or to both whether contained in a supplement to the CATALOGUE, a written notice from the AUCTIONEERS or an oral announcement at the AUCTION.

### Agreed COMPLETION Date

Subject to CONDITION G9.3:

- a) the date specified in the SPECIAL CONDITIONS; or
- b) if no date is specified, 20 BUSINESS DAYS after the CONTRACT DATE; but if that date is not a BUSINESS DAY the first subsequent BUSINESS DAY.

### Approved Financial Institution

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

### ARREARS

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

### ARREARS Schedule

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

### AUCTION

The AUCTION advertised in the CATALOGUE.

### AUCTION CONDUCT CONDITIONS

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

### AUCTIONEERS

The AUCTIONEERS at the AUCTION.

### BUSINESS DAY

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

### BUYER

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

### Catalogue

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

### COMPLETION

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

### Condition

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

### CONTRACT

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

the LOT.

### CONTRACT DATE

The date of the AUCTION or, if the LOT is sold before or after the AUCTION:

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

### DOCUMENTS

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

### EXTRA GENERAL CONDITIONS

Any CONDITIONS added or varied by the AUCTIONEERS starting at CONDITION G30. Financial Charge A charge to secure a loan or other financial indebtedness (but not including a rent charge or local land charge).

### General Conditions

The SALE CONDITIONS headed ‘GENERAL CONDITIONS OF SALE’, including any EXTRA GENERAL CONDITIONS.

### INTEREST RATE

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

### LOT

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

### Old ARREARS

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

### PARTICULARS

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

### PRACTITIONER

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

### PRICE

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

### Ready to Complete

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

### SALE CONDITIONS

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

### SALE MEMORANDUM

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

### SELLER

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

### SPECIAL CONDITIONS

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



## TENANCIES

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

## TENANCY SCHEDULE

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

## TRANSFER

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

## TUPE

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

## VAT

Value Added Tax or other tax of a similar nature.

## VAT OPTION

An option to tax.

## WE (and US and OUR)

The AUCTIONEERS.

## YOU (and YOUR)

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

## A1 Introduction

A1.1 The AUCTION CONDUCT CONDITIONS apply wherever the LOT is located.

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

## A2 OUR role

A2.1 As agents for each SELLER we have authority to (a) prepare the CATALOGUE from information supplied by or on behalf of each SELLER; (b) offer each LOT for sale; (c) sell each LOT; (d) receive and hold deposits; (e) sign each SALE MEMORANDUM; and (f) treat a CONTRACT as repudiated if the BUYER fails to sign a SALE MEMORANDUM or pay a deposit as required by these AUCTION CONDUCT CONDITIONS or fails to provide identification as required by the AUCTIONEERS.

A2.2 OUR decision on the conduct of the AUCTION is final.

A2.3 WE may cancel the AUCTION, or alter the order in which LOTS are offered for sale. WE may also combine or divide LOTS. A LOT may be sold or withdrawn from sale prior to the AUCTION.

A2.4 YOU acknowledge that to the extent permitted by law WE owe YOU no duty of care and YOU have no claim against US for any loss.

A2.5 WE may refuse to admit one or more persons to the AUCTION without having to explain why.

A2.6 YOU may not be allowed to bid unless YOU provide such evidence of YOUR identity and other information as WE reasonably require from all bidders.

## A3 Bidding and reserve PRICES

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

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

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

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

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

## A4 The PARTICULARS and other information

A4.1 WE have taken reasonable care to prepare PARTICULARS that correctly describe each LOT. The PARTICULARS are based on information supplied by or on behalf of the SELLER. YOU need to check that the information in the PARTICULARS is correct.

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

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

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

## A5 The CONTRACT

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

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

A5.3 YOU must before leaving the AUCTION

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

A5.4 If YOU do not WE may either

(a) as agent for the SELLER treat that failure as YOUR repudiation of the CONTRACT and offer the LOT for sale again: the SELLER may then have a claim against YOU for breach of CONTRACT; or (b) sign the SALE MEMORANDUM on YOUR behalf.

A5.5 The deposit

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

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

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

A5.8 If the BUYER does not comply with its obligations under the CONTRACT then

(a) YOU are personally liable to buy the LOT even if YOU are acting as an agent; and (b) YOU must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the BUYER's default.

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

## A6 Extra Auction Conduct Conditions

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

## General Conditions of Sale

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

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

## G1 The LOT

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

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

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

G1.4 The LOT is also sold subject to such of the following as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS:

- (a) matters registered or capable of registration as local land charges;
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
- (c) notices, orders, demands, proposals and requirements of any competent authority;
- (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- (e) rights, easements, quasi-easements, and wayleaves;
- (f) outgoing and other liabilities;
- (g) any interest which overrides, under the Land Registration Act 2002;
- (h) matters that ought to be disclosed by the searches and enquiries a prudent BUYER would make, whether or not the BUYER has made them; and
- (i) anything the SELLER does not and could not reasonably know about.

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

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

G1.7 The LOT does not include any tenant's or trade fixtures or fittings. The SPECIAL CONDITIONS state whether any chattels are included in the LOT, but if they are:

- (a) the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use, and
- (b) the SELLER is to leave them at the LOT.

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

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

## G2 Deposit

G2.1 The amount of the deposit is the greater of:

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

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

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

## G3 Between CONTRACT and COMPLETION

G3.1 From the CONTRACT DATE the SELLER has no obligation to insure the LOT and the BUYER bears all risks of loss or damage unless

- (a) the LOT is sold subject to a TENANCY that requires the SELLER to insure the LOT or
- (b) the SPECIAL CONDITIONS require the SELLER to insure the LOT.

G3.2 If the SELLER is required to insure the LOT then the SELLER

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

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

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

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

## G4 Title and identity

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

G4.2 The following provisions apply only to any of the following DOCUMENTS that is not made available before the AUCTION:

- (a) If the LOT is registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an official copy of the entries on the register and title plan and, where noted on the register, of all DOCUMENTS subject to which the LOT is being sold.
- (b) If the LOT is not registered land the SELLER is to give to the BUYER within five

BUSINESS DAYS of the CONTRACT DATE an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an examined copy of every relevant DOCUMENT.

(c) If title is in the course of registration, title is to consist of:

- (i) certified copies of the application for registration of title made to the Land Registry and of the DOCUMENTS accompanying that application;
  - (ii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
  - (iii) a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the Land Registry and to instruct the Land Registry to send the completed registration DOCUMENTS to the BUYER.
- (d) The BUYER has no right to object to or make requisitions on any title information more than seven BUSINESS DAYS after that information has been given to the BUYER.

G4.3 Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the TRANSFER shall so provide):

- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the BUYER; and
- (b) the covenant set out in section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the LOT where the LOT is leasehold property.

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

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

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

## G5 TRANSFER

G5.1 Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS

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

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

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

G5.4 Where the SPECIAL CONDITIONS state that the SELLER is to grant a new lease to the BUYER

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

## G6 COMPLETION

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

G6.2 The amount payable on COMPLETION is the balance of the PRICE adjusted to take account of apportionments plus (if applicable) VAT and interest, but no other amounts unless specified in the SPECIAL CONDITIONS.

G6.3 Payment is to be made in pounds sterling and only by

- (a) direct TRANSFER from the BUYER'S conveyancer to the SELLER'S conveyancer; and
- (b) the release of any deposit held by a stakeholder or in such other manner as the SELLER'S conveyancer may agree.

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

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

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

## G7 Notice to complete

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

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

G7.3 If the BUYER fails to comply with a notice to complete the SELLER may, without affecting any other remedy the SELLER has:

- (a) terminate the CONTRACT;
- (b) claim the deposit and any interest on it if held by a stakeholder;
- (c) forfeit the deposit and any interest on it;
- (d) resell the LOT; and
- (e) claim damages from the BUYER.

G7.4 If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER has:

- (a) terminate the CONTRACT; and
- (b) recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder.

## G8 If the CONTRACT is brought to an end

If the CONTRACT is lawfully brought to an end:

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

## G9 Landlord's licence

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

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

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

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

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

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

## G10 Interest and apportionments

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

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

G10.3 Income and outgoings are to be apportioned at the ACTUAL COMPLETION DATE unless:

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

G10.4 Apportionments are to be calculated on the basis that:

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

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

## G11. ARREARS

Part 1 - Current rent

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

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

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

Part 2 - BUYER to pay for ARREARS

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

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

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

Part 3 - BUYER not to pay for ARREARS

G11.7 Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS

- (a) so state; or
- (b) give no details of any ARREARS.

G11.8 While any ARREARS due to the SELLER remain unpaid the BUYER must: (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the TENANCY;

(b) pay them to the SELLER within five BUSINESS DAYS of receipt in cleared funds (plus interest at the INTEREST RATE calculated on a daily basis for each subsequent day's delay in payment);

(c) on request, at the cost of the SELLER, assign to the SELLER or as the SELLER may direct the right to demand and sue for OLD ARREARS, such assignment to be in such form as the SELLER'S conveyancer may reasonably require;

(d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of any TENANCY against an undertaking to hold it to the BUYER'S order; (e) not without the consent of the SELLER release any tenant or surety from liability to pay ARREARS or accept a surrender of or forfeit any TENANCY under which ARREARS are due; and (f) if the BUYER disposes of the LOT prior to recovery of all ARREARS obtain from the BUYER'S successor in title a covenant in favour of the SELLER in similar form to part 3 of this CONDITION G11.

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

## G12 Management

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

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

G12.3 The SELLER must consult the BUYER on all management issues that would affect the BUYER after COMPLETION (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a TENANCY; or a new TENANCY or agreement to grant a new TENANCY) and:

- (a) the SELLER must comply with the BUYER'S reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the SELLER to a liability that the SELLER would not otherwise have, in which case the SELLER may act reasonably in such a way as to avoid that liability;
- (b) if the SELLER gives the BUYER notice of the SELLER'S intended act and the BUYER does not object within five BUSINESS DAYS giving reasons for the objection the SELLER may act as the SELLER intends; and
- (c) the BUYER is to indemnify the SELLER against all loss or liability the SELLER incurs through acting as the BUYER requires, or by reason of delay caused by the BUYER.

## G13 Rent deposits

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

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

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

G13.4 Otherwise the SELLER must on COMPLETION pay and assign its interest in the rent deposit to the BUYER under an assignment in which the BUYER covenants with the SELLER to:

- (a) observe and perform the SELLER's covenants and conditions in the rent deposit deed and indemnify the SELLER in respect of any breach;
- (b) give notice of assignment to the tenant; and
- (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

## G14 VAT

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

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

## G15 TRANSFER as a going concern

G15.1 Where the SPECIAL CONDITIONS so state:

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

G15.2 The SELLER confirms that the SELLER:

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

G15.3 The BUYER confirms that

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

G15.4 The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence

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

G15.5 The BUYER confirms that after COMPLETION the BUYER intends to

- (a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and
- (b) collect the rents payable under the TENANCIES and charge VAT on them.

G15.6 If, after COMPLETION, it is found that the sale of the LOT is not a TRANSFER of a going concern then:

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

## G16 Capital allowances

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

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

G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS.

G16.4 The SELLER and BUYER agree:

- (a) to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G16; and

(b) to submit the value specified in the SPECIAL CONDITIONS to HM Revenue and Customs for the purposes of their respective capital allowance computations.

## G17 Maintenance agreements

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

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

## G18 Landlord and Tenant Act 1987

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

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

## G19 Sale by PRACTITIONER

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

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

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

G19.4 The LOT is sold

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

G19.5 Where relevant:

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

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

## G20 TUPE

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

G20.2 If the SPECIAL CONDITIONS do not state "there are no employees to which TUPE applies" the following paragraphs apply:

- (a) The SELLER must notify the BUYER of those employees whose CONTRACTS of employment will TRANSFER to the BUYER on COMPLETION (the "Transferring Employees"). This notification must be given to the BUYER not less than 14 days before COMPLETION.
- (b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the TRANSFERRING Employees.
- (c) The BUYER and the SELLER acknowledge that pursuant and subject to TUPE, the CONTRACTS of employment between the TRANSFERRING Employees and the SELLER will TRANSFER to the BUYER on COMPLETION.
- (d) The BUYER is to keep the SELLER indemnified against all liability for the TRANSFERRING Employees after COMPLETION.

## G21 Environmental

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

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

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

## G22 Service Charge

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

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

G22.3 Within two months after COMPLETION the SELLER must provide to the BUYER a detailed service charge account for the service charge year current on COMPLETION showing:

- (a) service charge expenditure attributable to each TENANCY;
- (b) payments on account of service charge received from each tenant;

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